
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
OCTOBER 12, 2023
1:00 PM

INVOCATION- Commissioner Veronica Jones

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. PRESENTATIONS
 - A. Public Health Budget Initiatives by Public Health Director Dr. Jennifer Green
3. CONSIDERATION OF AGENDA ITEMS
 - A. Contract for Design Build Transfer Station at Ann Street Landfill
 - B. Onsite Fuel Supply Contract Amendment for Solid Waste
 - C. Former Clifffdale Landfill Participation in NCDEQ Pre-Regulatory Landfill Program
 - D. Electronic Records & Electronic Signatures Policy
 - E. Resolution Authorizing an Increase to the Federal Micro-Purchase Threshold and Self-Certifying Compliance as of the Most Recent Audit
 - F. Infrastructure/Technology Request for Medicaid Expansion
 - G. Addendum to Lease with Cumberland County Communicare Inc.
 - H. Closure of a Portion of SR 4089 (King Road)
4. OTHER ITEMS
 - A. Classification and Compensation Study
5. MONTHLY REPORTS
 - A. Financial Report
 - B. Health Insurance Update
 - C. Quarterly Community Development Update and Community Development Block Grant Disaster Recovery (CDBG-DR) Update
 - D. Project Updates
6. CLOSED SESSION: If Needed

ADJOURN

AGENDA SESSION MEETINGS:

November 9, 2023 (Thursday) 1:00 PM

December 14, 2023 (Thursday) 1:00 PM

WATCH THE MEETING LIVE

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

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



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN, HEALTH DIRECTOR

DATE: 10/12/2023

**SUBJECT: PUBLIC HEALTH BUDGET INITIATIVES BY PUBLIC HEALTH
DIRECTOR DR. JENNIFER GREEN**

Requested by: JENNIFER GREEN, HEALTH DIRECTOR

Presenter(s): JENNIFER GREEN, HEALTH DIRECTOR

BACKGROUND

Public Health Director Dr. Jennifer Green will give a presentation on the initiatives included in the FY 23 and FY 24 approved Public Health budget.

- Uber Health Pilot Project
- Care Coordination Pilot Project
- Maternal Health
- Healthy Conversations

RECOMMENDATION / PROPOSED ACTION

For information purposes only

ATTACHMENTS:

Description	Type
Public Health Budget Initiatives Update	Presentation

Public Health Budget Initiatives Update

Jennifer Green, PhD, MPH

Health Director

October 12, 2023



Key Initiatives Update

- Uber Health Pilot Project
- Care Coordination Pilot Project
- Maternal Health
- Healthy Conversations

Uber Health

- Outcomes for Oct 2022-Sept 2023
- 427 unduplicated patients
- 677 appointments
- Used by clients/patients across the agency
 - 31.5% - Maternity Patients
 - 18.8% - STD patients
 - 9.8% - Stedman Wade patients
 - 9.5% - Child Health

FREE TRANSPORTATION PROGRAM



FREE round-trip transportation via UBER Health for CCDPH patients.

Call **910-433-3600** to schedule your ride



Locations:

CCDPH and Environmental Health Offices
1235 Ramsey St,
Fayetteville, NC 28301

130 Gillespie St,
Fayetteville, NC 28301

WIC Offices (Hope Mills and Spring Lake)
2622 Hope Mills Rd,
Fayetteville, NC 28306

103 Laketree Blvd,
Spring Lake, NC 28390



Connected Care Pilot Project

- Collaboration between DSS and Public Health to address social needs, improve health outcomes and equity, prevent child abuse and neglect
- Multi-disciplinary team of case managers (3), income maintenance worker (1), community social services associate (1), health educator (3), nutritionist (1), nurse (1)
- Case management services for families
- Community education and outreach events

Early Successes

Formal launch in June 2023

As of September 2023:

- 48 Referrals received
- 36 Individuals and families served
- 17 unique agencies sending referrals
- 23 outreach events attended
- Case reviews with Cumberland County EMS
- Mobile Outreach Event

Sisense Demographic data pending dashboards being created

Maternal Health Outcomes

- Hear Her Campaign Digital Media Campaign
- Maternal Urgent Warning Signs
 - Distribution of magnets and posters



Pregnant now or within the last year?

Get medical care right away if you experience any of the following symptoms:

 Headache that won't go away or gets worse over time	 Dizziness or fainting	 Changes in your vision	 Fever of 100.4°F or higher
 Extreme swelling of your hands or face	 Thoughts of harming yourself or your baby	 Trouble breathing	 Chest pain or fast beating heart
 Severe nausea and throwing up	 Severe belly pain that doesn't go away	 Baby's movement stopping or slowing during pregnancy	 Severe swelling, redness or pain of your leg or arm
 Vaginal bleeding or fluid leaking during pregnancy	 Heavy vaginal bleeding or discharge after pregnancy	 Overwhelming tiredness	

These could be signs of very serious complications. If you can't reach a healthcare provider, go to the emergency room. Be sure to tell them you are pregnant or were pregnant within the last year.

Learn more at www.cdc.gov/HearHer

Logos for CDC, COMMUNITY CARE LOWER CAPE FEAR, Partnership FOR CHILDREN, CAPE FEAR VALLEY HEALTH, and CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH are displayed at the bottom.

Maternal Health Outcomes

- Current cohort in Group Prenatal Care
- Childbirth education class relaunch in November
- Hiring for Community Health Worker and Provider to support services in Spanish
- Distribution of Glucometers and blood pressure cuffs for patients
 - Tracking log and education
- Collaboration w/ SR-AHEC for OBGYN Conference (January 2023)

Healthy Conversations

- Training barbers and hair stylists as lay health educators to address key health topics
- Incentives for shops + salons to participate in training and provide education
- Hair cuts and education during outreach events
 - Fun in the Sun – September 16th
 - Mobile Outreach – Cumberland County EMS – Oct 12th
 - Vax Yourself/Vax Your Pet – Nov 4th
- Hiring is in process for Public Health Educator



CUMBERLAND **COUNTY**

NORTH CAROLINA

Department of Public Health



CUMBERLAND COUNTY

NORTH CAROLINA

Department of Public Health



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/5/2023

SUBJECT: CONTRACT FOR DESIGN BUILD TRANSFER STATION AT ANN STREET LANDFILL

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

The Ann Street Landfill will be out of capacity in 2030. The course of action includes the transfer of waste while mining the balefill. The Design Build approach is proposed for the delivery of the transfer station construction. A Request for Qualifications was issued and publicly advertised for Design Build Services.

This item was presented at the June 8, 2023, Board of Commissioners' Agenda Session meeting. The Board approved TA Loving Company, Inc. as the best qualified respondent at the June 21, 2023, Board of Commissioners' Regular meeting.

We are now submitting the Phase 1 portion of the Contract that includes 60% design and some preliminary sitework.

Funding is available within the Solid Waste budget.

The Phase 1 Contract has undergone pre-audit and has been deemed legally sufficient by the County Legal

Department.

RECOMMENDATION / PROPOSED ACTION

County Management and Staff recommends placing the actions below on the October 16, 2023, meeting as a consent agenda item:

1. Approve the Phase 1 Contract with TA Loving, Inc.
2. Allow the Chairwoman to execute the contract on behalf of the County.

ATTACHMENTS:

Description

Agreement without Appendices

Design Build Criteria

Type

Backup Material

Backup Material

The page features several large, solid-colored rectangular blocks. A large blue block is on the left side, and a large grey block is on the right side. A smaller black block is at the top right, and another black block is at the bottom right. The number '02' is centered in the white space between the blue and grey blocks.

02

DBIA 535 General Conditions



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Standard Form of General Conditions of Contract Between Owner and Design-Builder

Document No. 535

Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.



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Article 1

General

1.1 Mutual Obligations.

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions.

1.2.1 *Agreement* refers to the executed contract between Owner and Design-Builder under either DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum* (2022 Edition); DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price* (2022 Edition); DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement* (2022 Edition); or DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects* (2022 Edition).

1.2.2 *Basis of Design Documents* are as follows: For DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, the Basis of Design Documents are those documents specifically listed in, as applicable, the GMP Exhibit or GMP Proposal as being the "Basis of Design Documents." For DBIA Document No. 525, *Standard Form of Agreement Between Owner and Design-Builder – Lump Sum*, for DBIA Document No. 544, *Standard Form of Progressive Design-Build Agreement*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal, and the Deviation List, if any. For DBIA Document No. 545, *Standard Form of Progressive Design-Build Agreement for Water and Wastewater Projects*, the Basis of Design Documents are Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day or Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of Design-Builder, Design Consultant, and key Subcontractors identified by Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of Design Consultant but is retained by Design Consultant or employed or retained by anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.7 *Design Submission* means any and all documents, shop drawings, electronic information, including computer programs and computer generated materials, data, plans, drawings, sketches, illustrations, specifications, descriptions, models, and other information developed, prepared, furnished, delivered or required to be delivered by, or for, Design-Builder.

1.2.8 *Final Completion* is the date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.9 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, pandemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.10 *General Conditions of Contract* refer to this DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition).

1.2.11 *GMP Exhibit* means that exhibit attached to DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*, which exhibit will have been agreed upon by Owner and Design-Builder prior to the execution of the Agreement.

1.2.12 *GMP Proposal* or *Proposal* means that proposal developed by Design-Builder in accordance with Section 6.6 of DBIA Document No. 530, *Standard Form of Agreement Between Owner and Design-Builder, Cost Plus Fee With an Option for a Guaranteed Maximum Price* or with Section 2.3 of DBIA Document No. 544, *Progressive Design-Build Agreement*, or DBIA Document No. 545, *Progressive Design-Build Agreement for Water and Wastewater Projects*.

1.2.13 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.14 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.15 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

1.2.16 *Site* is the land or premises on which the Project is located.

1.2.17 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.18 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.19 *Substantial Completion* or *Substantially Complete* means the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes.

1.2.20 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder.

2.1.2 Unless the parties agree on a different time period for submission of a status report, Design-Builder shall provide Owner with a monthly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule; (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution; (iii) whether health and safety issues exist in connection with the Work; (iv) status of the contingency account to the extent provided for in the *Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee With an Option for a Guaranteed Maximum Price*; and (v) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s). Status reports shall be submitted with Design-Builder's draft Payment Applications as a pre-requisite to payment.

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as impairing Design-Builder's complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary

procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.2.2 Design-Builder shall employ only Design Consultants and/or Design Subconsultants who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Design Consultants and/or Design Subconsultants perform Work on the Project, Design-Builder shall identify in writing to Owner all Design Consultants and Design Subconsultants. To the extent that Design-Builder has not selected a Design Consultant or Design Subconsultant prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Design Consultants and/or Design Subconsultants and their scope of Work prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Design Consultant or Design Subconsultant, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder shall not substitute a listed Design Consultant or Subconsultant without obtaining Owner's prior written consent; such consent shall not be unreasonably withheld. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant or Design Subconsultant, including but not limited to any third-party beneficiary rights.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the applicable profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim Design Submissions that Owner may wish to review, which interim Design Submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements.

2.4.1.1 Design Submissions shall be consistent with the Owner's Project Criteria as well as the Basis of Design Documents, as the Basis of Design Documents may have been changed or supplemented through the design process set forth in this Section 2.4.1. By submitting Design Submissions, Design-Builder represents to the Owner that the Work depicted and otherwise shown, contained, or reflected in Design Submissions may be constructed in compliance with the then current Contract Price and Contract Time. Notwithstanding the above, Design-Builder may propose Design Submissions that may alter the Basis of Design Documents, the Contract Price and/or Contract Time; however, Design-Builder must provide notice thereof in accordance with Article 10 of the General Conditions and obtain

a Change Order before such proposed Design Submissions are incorporated into the Construction Documents.

2.4.1.2 On or about the time of the Design Submissions, Design-Builder and Owner shall meet and confer about the Design Submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted Design Submissions. Changes to the Basis of Design Documents, including those that are deemed minor changes under Section 9.3.1, shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim Design Submissions and meeting minutes in a time that is consistent with the turnaround times set forth in Design-Builder's schedule.

2.4.1.3 Owner shall review and respond to Design Submissions, providing any comments and/or concerns about the Design Submissions. Owner shall provide all comments on the Design Submissions within the time provided by the Contract Documents. Design-Builder shall revise the Design Submissions (and any other deliverables) in response to Owner's comments and incorporate said responses into the next submission of Design Submissions.

2.4.1.4 If incorporation of Owner's comments results in a design that is inconsistent with or otherwise gives rise to a change in Owner's Project Criteria, the Basis of Design Documents, the Contract Price and/or the Contract Time, Design-Builder shall provide notice thereof in accordance with Articles 9 and 10 of the General Conditions. Changes to the Basis of Design Documents, the Contract Price and/or the Contract Time, including those that are deemed minor changes, shall be processed in accordance with Article 9 of the General Conditions.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim Design Submissions, as such submissions may have been modified in a design review meeting and recorded in the meeting minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit one set of approved Construction Documents to Owner prior to commencement of construction.

2.4.3 Owner's review and approval of interim Design Submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Unless owner directs that a design element or component be used neither Owner's review nor approval of any interim Design Submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner. Design-Builder shall provide Owner with sufficient time in the Project Schedule to review and approve the Design Submissions.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim Design Submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work, or if a Guaranteed Maximum Price is established after the date of the Agreement, the date the parties agree upon the Guaranteed Maximum Price. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Except as identified in an Owner's Permit List attached as an exhibit to the Agreement, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 Design-Builder shall provide reasonable assistance to Owner in obtaining those permits, approvals and licenses that are Owner's responsibility. Such assistance does not relieve Owner of its responsibility for obtaining these permits. Such assistance does not impair Design-Builder's entitlement to an increase in the Contract Price and or an extension of the Contract Time in the event the obtaining of such permits impacts Design-Builder's cost and/or Contract Time.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and in accordance with the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Prior to the date that Subcontractors perform Work on the Project, Design-Builder shall identify in writing to Owner all Subcontractors. To the extent that Design-Builder has not selected a Subcontractor prior to performing the Work, Design-Builder shall provide Owner in writing a list of any subsequently added Subcontractors prior to their performing Work on the Project. Owner may reasonably object to Design-Builder's selection of any Subcontractor, provided that the Contract Price and/or Contract Time(s) shall be adjusted to the extent that Owner's decision impacts Design-Builder's cost and/or time of performance. Design-Builder may not substitute listed Subcontractors without Owner's prior written consent; such consent shall not be unreasonably withheld.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual

relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting; (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative may be an individual who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters; and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation

excludes defects caused by Owner's abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder will provide Owner with all manufacturers' warranties upon Substantial Completion.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim Design Submissions and Construction Documents consistent with the turnaround times set forth in Design-Builder's schedule.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Unless expressly stated to the contrary in the Contract Documents, Owner shall provide, at its own cost and expense, for Design-Builder's information and use the following, all of which Design-Builder is entitled to rely upon in performing the Work:

3.2.1.1 Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Site;

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work. Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary agreements.

3.3 Financial Information.

3.3.1 Design-Builder shall cooperate with the reasonable requirements of Owner's lenders or other financial sources. Notwithstanding the preceding sentence, after execution of the Agreement Design-Builder shall have no obligation to execute for Owner or Owner's lenders or other financial sources any documents or agreements that require Design-Builder to assume obligations or responsibilities greater than those existing obligations Design-Builder has under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner's Representative shall be responsible for providing Owner-supplied information and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents. Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.5 Government Approvals and Permits.

3.5.1 Owner shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees set forth in Owner's Permit List attached as an exhibit to the Agreement.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents. Owner has no intent to use separate Contractors under Owner's control for any portion of this work unless Design Builder's default creates the necessity for Owner to do so.

Article 4

Hazardous Conditions and Differing Site Conditions

4.1 Hazardous Conditions.

4.1.1 Unless otherwise expressly provided in the Contract Documents to be part of the Work, Design-Builder is not responsible for any Hazardous Conditions encountered at the Site. Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site.

4.1.2 Upon receiving notice of the presence of suspected Hazardous Conditions, Owner shall take the necessary measures required to ensure that the Hazardous Conditions are remediated or rendered harmless. Such necessary measures shall include Owner retaining qualified independent experts to (i) ascertain whether Hazardous Conditions have actually been encountered, and, if they have been encountered, (ii) prescribe the remedial measures that Owner must take either to remove the Hazardous Conditions or render the Hazardous Conditions harmless.

4.1.3 Design-Builder shall be obligated to resume Work at the affected area of the Project only after Owner's expert provides it with written certification that (i) the Hazardous Conditions have been removed or rendered harmless; and (ii) all necessary approvals have been obtained from all government and quasi-government entities having jurisdiction over the Project or Site.

4.1.4 Design-Builder will be entitled, in accordance with these General Conditions of Contract, to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of Hazardous Conditions.

4.1.5 To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them, and their officers, directors, employees and agents, from and against any and all claims, losses, damages, liabilities and expenses, including reasonable attorneys' fees and expenses, arising out of or resulting from the presence, removal or remediation of Hazardous Conditions at the Site, provided that such removal or remediation is not undertaken by Design-Builder or its Contractors, Subcontractors or consultants.

4.1.6 Notwithstanding the preceding provisions of this Section 4.1, Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site solely by Design-Builder, its Contractors or Subcontractors or anyone for whose acts they may be liable.

4.2 Differing Site Conditions.

4.2.1 Concealed or latent physical conditions or subsurface conditions at the Site that (i) materially differ from the conditions indicated in the Contract Documents or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and

generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance are adversely impacted by the Differing Site Condition.

4.2.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in the Insurance Exhibit to the Agreement. Coverage shall be secured from insurance companies authorized to do business in the state in which the Project is located, and with a minimum rating set forth in the Agreement.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Prior to commencing any construction services hereunder, Design-Builder shall provide Owner with certificates evidencing that (i) all insurance obligations required by the Contract Documents are in full force and in effect and will remain in effect for the duration required by the Contract Documents; and (ii) no insurance coverage will be canceled, renewal refused, or materially changed unless at least thirty (30) days' prior written notice is given to Owner. If any of the foregoing insurance coverages are required to remain in force after final payment is reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the Final Application for Payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Design-Builder with reasonable promptness according to Design-Builder's information and belief.

5.2 Owner's General Liability Insurance.

NONE

5.3 Owner's Property Insurance.

NONE

5.4 Bonds and Other Performance Security.

5.4.1 Design-Builder is required to obtain performance and labor and material payment bonds, or other forms of performance security, the amount, form and other conditions of such security shall be as set forth in the Agreement.

5.4.2 All bonds furnished by Design-Builder shall be in a form satisfactory to Owner. The surety shall be a company qualified and registered to conduct business in the state in which the Project is located.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts; (ii) include values for all items comprising the Work; and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Owner will timely review and approve the schedule of values so as not to delay the submission of Design-Builder's first application for payment. Owner and Design-Builder shall timely resolve any differences so as not to delay Design-Builder's submission of its first application for payment.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof.

6.2.2 The Application for Payment may request payment for equipment and materials not yet incorporated into the Project, provided that (i) Owner is satisfied that the equipment and materials are suitably stored at either the Site or another acceptable location; (ii) the equipment and materials are protected by suitable insurance; and (iii) upon payment, Owner will receive the equipment and materials free and clear of all liens and encumbrances.

6.2.3 All discounts offered by Subcontractors, Sub-Subcontractors, and suppliers to Design-Builder for early payment shall accrue one hundred percent to Design-Builder to the extent Design-Builder advances payment. Unless Owner advances payment to Design-Builder specifically to receive the discount, Design-Builder may include in its Application for Payment the full undiscounted cost of the item for which payment is sought.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will notify Design-Builder in writing at least five (5) days prior to the date payment is due. The notice shall indicate the specific amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 hereof.

6.3.2 When the above reasons for withholding payment are removed, payment will be made for amounts previously withheld.

6.3.3 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any undisputed amount that becomes due, Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 hereof. All payments due and unpaid shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof; (ii) the remaining items of Work that have to be completed before final payment; (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment; and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the

reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Section 6.6.1 above; (ii) Design-Builder and Owner have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project; and (iii) Owner and Design-Builder agree that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, warranties and other deliverables required by the Contract Documents; and

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.7.3 Upon making final payment, Owner waives all claims against Design-Builder except claims relating to (i) Design-Builder's failure to satisfy its payment obligations, if such failure affects Owner's interests; (ii) Design-Builder's failure to complete the Work consistent with the Contract Documents, including defects appearing after Substantial Completion; and (iii) the terms of any special warranties required by the Contract Documents.

6.7.4 Deficiencies in the Work discovered after Substantial Completion, whether or not such deficiencies would have been included on the punch list if discovered earlier, shall be deemed warranty Work. Such deficiencies shall be corrected by Design-Builder under Sections 2.9 and 2.10 herein and shall not be a reason to withhold final payment from Design-Builder, provided, however, that Owner shall be entitled to withhold from the Final Payment the reasonable value of completion of such deficient work until such work is completed.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright; or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner shall indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, tax assessment, attorneys' fees or other expenses or costs incurred by Design-Builder as a result of any action taken by Design-Builder in accordance with Owner's directive. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely. Owner shall provide direction on the manner in which Design-Builder pays any sales taxes on materials or services purchased for the Work and Design-Builder

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay

for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within seven (7) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Except as set forth in Section 7.4.2 below, Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable. In no event is Design-Builder responsible for indemnifying or holding harmless Owner for any claims, losses, damages, liabilities or attorneys' fees arising from Owner's negligent acts or omissions. Design-Builder's liability under this indemnity shall not exceed the amount this Agreement obligates Owner to pay Design-Builder.

7.4.2 For indemnity obligations that arise from professional errors and omissions, Design-Builder, to the fullest extent permitted by law, shall indemnify Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for non-party bodily injury, sickness, or death and non-party property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.3 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligations set forth in Sections 7.4.1 and 7.4.2 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Owner's General Indemnification.

7.5.1 Owner, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Design-Builder and any of Design-Builder's officers, directors, and employees, from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) but only to the extent resulting from the negligent acts or omissions of Owner, Owner's separate contractors or anyone for whose acts any of them may be liable and only to the extent that Owner's separate contractors have not been obtained by Owner to correct or finish the work as a result of Design-Builder's default in the performance of the work. Owner's liability under this indemnity shall not exceed the amount this Agreement obligates Owner to pay Design-Builder.

7.6 Limited Recourse.

7.6.1 None of the obligations set forth in this Agreement (on behalf of any party) constitute personal obligations of any natural persons who are the officers, shareholders, members, partners, employees, or agents of any party unless the natural person is expressly identified as a contracting party. All Parties to this Agreement shall not seek recourse against any natural person described herein. This provision, however, shall not protect such natural persons from liability for willful misconduct, illegal acts or intentional violation of any duty of corporate loyalty.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed on the critical path in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Contract Time(s) for performance shall be reasonably extended by Change Order. By way of example, but without limitation, events that will entitle Design-Builder to an extension of the Contract Time(s) include acts or omissions of Owner or anyone under Owner's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, and Force Majeure Events.

8.2.2 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 above, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for Force Majeure Events unless otherwise provided in the Agreement.

Article 9

Changes to the Contract Price and Time

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and

Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.1.3 If Owner requests a proposal for a change in the Work from Design-Builder and subsequently elects not to proceed with the change, a Change Order shall be issued to reimburse Design-Builder for reasonable costs incurred for estimating services, design services and services involved in the preparation of proposed revisions to the Contract Documents.

9.2 Work Change Directives.

9.2.1 A Work Change Directive is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s).

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Minor Changes in the Work.

9.3.1 Minor changes in the Work do not involve an adjustment in the Contract Price and/or Contract Time(s) and do not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents. Design-Builder may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however, that Design-Builder shall promptly inform Owner, in writing, of any such changes and record such changes on the documents maintained by Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Agreement or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Work Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including overhead and profit in an amount equal to the overhead and profit Design-Builder is otherwise receiving for the Work as a whole, as may be set forth in the Agreement.

9.4.2 If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to Owner or Design-Builder because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed; and (ii) specifying Owner's interpretation of the services that are to be performed. If this occurs, Design-Builder shall be entitled to submit in its Applications for Payment an amount equal to fifty percent (50%) of its reasonable estimated direct cost to perform the services, and Owner agrees to pay such amounts, with the express understanding that (i) such payment by Owner does not prejudice Owner's right to argue that it has no responsibility to pay for such services; and (ii) receipt of such payment by Design-Builder does not prejudice Design-Builder's right to seek full payment of the disputed services if Owner's order is deemed to be a change to the Work.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 If either Design-Builder or Owner believes that it is entitled to relief against the other for any event arising out of or related to the Work or Project, such party shall provide written notice to the other party of the basis for its claim for relief. Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of these General Conditions of Contract. In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. The claimant shall provide more complete information with respect to the claim within fourteen (14) days of the initial notice. The more complete information shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

10.2 Dispute Avoidance and Resolution.

10.2.1 The parties are fully committed to working with each other throughout the Project and agree to communicate regularly and reasonably with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Design-Builder and Owner each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

10.2.2 Design-Builder and Owner will first attempt to resolve disputes or disagreements at the field level through discussions between Design-Builder's Representative and Owner's Representative which shall conclude within fourteen (14) days of the written notice provided for in Section 10.1.1 unless Owner and Design-Builder mutually agree otherwise.

10.2.3 If a dispute or disagreement cannot be resolved through Design-Builder's Representative and Owner's Representative, Design-Builder's Senior Representative and Owner's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) days prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

10.2.4 If after meeting the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both parties, either party may file an action in the appropriate trial court division in Cumberland County fully subject to the mediation requirements of State statutes, and applicable State statutes of limitations.

10.4 Duty to Continue Performance.

10.4.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work and Owner shall continue to satisfy its payment obligations for undisputed amounts to Design-Builder as well as any further amounts pursuant to Section 9.4.3, pending the final resolution of any dispute or disagreement between Design-Builder and Owner.

10.5 CONSEQUENTIAL DAMAGES.

10.5.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.5.2 BELOW), NEITHER DESIGN-BUILDER NOR OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.5.2 THIS MUTUAL WAIVER INCLUDES:

10.5.2.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

10.5.2.2 Damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

10.5.2.3 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

10.5.3 The consequential damages limitation set forth in Section 10.5.1 above is not intended to affect the payment of liquidated damages or lost early completion bonus, if any, set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner or reward Design-Builder for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed sixty (60) consecutive days or aggregate more than ninety (90) days during the duration of the Project.

11.1.2 Design-Builder is entitled to seek an adjustment of the Contract Price and/or Contract Time(s) if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (v) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Design-Builder will only be entitled to be paid for Work performed prior to its default. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Design-Builder's default, subject to the waiver of consequential damages set forth in Section 10.5 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Section 11.6 hereof.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights afforded under the Contract Documents or at law, stop the Work for the following reasons:

11.3.1.1 Owner's failure to provide financial assurances as required under Section 3.3 hereof; or

11.3.1.2 Owner's failure to pay amounts properly due under Design-Builder's Application for Payment.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. Design-Builder shall not stop work unless it provides such written notice and Owner has failed to cure the reason for default within the seven (7) day cure period. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) to the extent it has been adversely impacted by such stoppage.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents or by law, may terminate the Agreement for cause for the following reasons:

11.4.1.1 The Work has been stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, because of court order, any government authority having jurisdiction over the Work, or orders by Owner under Section 11.1.1 hereof, provided that such stoppages are not due to the acts or omissions of Design-Builder or anyone for whose acts Design-Builder may be responsible.

11.4.1.2 Owner's failure to provide Design-Builder with any information, permits or approvals that are Owner's responsibility under the Contract Documents which result in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 hereof.

11.4.1.3 Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare

the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Article 8 of the Agreement.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, or terminate the Agreement and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Termination for Convenience.

11.6.1 Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:

11.6.1.1 All Work executed and for proven loss, cost or expense in connection with the Work;

11.6.1.2 The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and

11.6.1.3 The amount set forth in Article 8 of the Agreement.

11.6.2 If Owner terminates this Agreement pursuant to Section 11.6.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 of the Agreement. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4 of the Agreement.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder may agree upon the software and the format for the transmission of Electronic Data. If the parties agree upon the software and format, each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data. If the parties do not agree upon the software and format, all Contract Documents shall be transmitted as paper hard copies.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which meets all the conditions set forth in N.C.G.S. § 132-1.2(1). If Design-Builder needs to provide Owner any information which it deems to be Confidential Information it must give advance written notice of what the Confidential Information contains. If Owner agrees that the Confidential Information meets all the conditions set forth in N.C.G.S. § 132-1.2(1), Owner agrees to take all reasonable measures to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project. If Owner does not agree the Confidential Information meets all the conditions set forth in N.C.G.S. § 132-1.2(1), or that Owner cannot reasonably maintain the confidentiality of the Confidential Information, Owner shall advise Design-Builder of this in writing. Upon receipt of such notice from Owner Design-Builder may elect to continue with or without disclosing the information it deems Confidential Information. If Design-Builder discloses the information it deems Confidential Information and any claim is made against Owner under the Public Records laws, Design-Builder shall be responsible to provide the legal defense for Owner for this claim and shall be liable to Owner for any damages, costs, or expenses incurred by or judgment entered against Owner arising out of such claim.

13.2 Assignment.

13.2.1 Neither Design-Builder nor Owner shall, without the written consent of the other assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the location of the Project, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the

validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice; (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (iii) if transmitted by facsimile, by the time stated in a machine-generated confirmation that notice was received at the facsimile number of the intended recipient; or (iv) by electronic mail, by the time frame stated in the email-generated confirmation that notice was received by the email of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

**ANN STREET LANDFILL MSW TRANSFER STATION PROGRESSIVE DESIGN BUILD
OWNERS PERMIT LIST**

Cumberland County is responsible for obtaining the following permits, for which applications have already been submitted:

- City of Fayetteville Site Plan Application
- North Carolina Department of Environmental Quality (NCDEQ) Solid Waste Facility Permit Modification

Design-Builder shall obtain and pay for all other necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. These permits include but are not limited to the following from the City of Fayetteville and State of North Carolina:

- NC Erosion Control Permit
- Building Permit with Supporting Plans
 - Construction Plans and Specifications
 - Life Safety Plan
- Mechanical Permit
- Electrical Permit
- Plumbing Permit
- Temporary Electric Permit
- Temporary Certificate of Occupancy Permit

**ANN STREET LANDFILL MSW TRANSFER STATION PROGRESSIVE DESIGN BUILD
INSURANCE EXHIBIT TO THE AGREEMENT**

The Design-Builder certifies that it will have the following insurance coverage at the time the contract is awarded. The Design-Builder further certifies that the contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in North Carolina by the North Carolina Department of Insurance.

- (a) Employer's Liability and Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the General Statutes of North Carolina during the course of the contract shall be in noncompliance with the contract.
- (b) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. the County must be named as an additional insured and so endorsed on the policy.
- (c) Automobile Liability - \$1,000,000 combined single limit. Contractor must assure that the required coverage is maintained by the contractor (or third party owner of such motor vehicle.)

The page features several large, solid-colored rectangular blocks. A large blue block is on the left side, and a large grey block is on the right side. A smaller black block is at the top right, and a smaller black block is at the bottom right. The number '02' is printed in a large, bold, black font on the right side, overlapping the grey block.

02

DBIA 544 Owner-DB
Progressive Agreement



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Progressive Design- Build Agreement

Document No. 544

Second Edition, 2022

© Design-Build Institute of America
Washington, D.C.





Progressive Design-Build Agreement

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

This **AGREEMENT** is made as of the _____ day of _____ in the year of 2023, by and between the following parties, for services in connection with the Project identified below:

OWNER:

Cumberland County Solid Waste
698 Ann Street
Fayetteville, NC 28301

DESIGN-BUILDER:

T. A. Loving Company
400 Patetown Road
Goldsboro, NC, 27530

PROJECT:

Ann Street Landfill Transfer Station Design and Construction, 698 Ann Street, Fayetteville, NC 28301

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

PART 1 - DESIGN-BUILDER'S SERVICES AND RESPONSIBILITIES

1.1 GENERAL SERVICES.

- A. Owner shall provide Design-Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project as set forth in Exhibit A. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance, and expandability requirements. Owner's Project Criteria may include conceptual documents, design specifications, design performance specifications, and other technical materials and requirements prepared by or for Owner.
- B. If Owner's Project Criteria have not been developed prior to the execution of this Agreement, Design-Builder will assist Owner in developing Owner's Project Criteria, with such service deemed to be an additional service for which additional compensation shall be paid by Owner to Design-Builder. If Owner has developed Owner's Project Criteria prior to executing this Agreement, Design-Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design-Builder's written evaluation of Owner's Project Criteria and agree upon what revisions, if any, should be made to such criteria.

1.2 PHASED SERVICES.

- A. Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).
- B. Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.

1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price as a Lump Sum.

- 1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:
 - 1.3.1.1 The Contract Price that may be based on a Lump Sum, which shall be the sum of:
 - i. Design-Builder's Fee as defined in Section 6.4.1 hereof;
 - ii. The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.2 hereof; and
 - iii. If applicable, any prices established under Section 6.1.3 hereof;
 - 1.3.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;
 - 1.3.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;
 - 1.3.1.4 The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
 - 1.3.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
 - 1.3.1.6 If applicable, a schedule of alternate prices;
 - 1.3.1.7 If applicable, a schedule of unit prices;

- 1.3.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an increase in the Contract Price and/or Contract Time(s);
- 1.3.1.9 If applicable, a Savings provision;
- 1.3.1.10 If applicable, Performance Incentives;
- 1.3.1.11 The time limit for acceptance of the Proposal; and
- 1.3.1.12 An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.
- 1.3.2 Review and Adjustment to Proposal.
 - 1.3.2.1 After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.
 - 1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.
 - 1.3.2.3 Failure to Accept the Proposal. If Owner rejects the Proposal, or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:
 - i. Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.3 above;
 - ii. Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
 - iii. Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.

If Owner fails to exercise any of the options under Section 1.3.2.3 within twenty (20) days of receipt of Design-Builder's notice, then Owner, with Design-Builder's agreement, may continue to discuss and negotiate the Proposal with Design-Builder for an additional twenty (20) day period. There is no limit to the number of successive twenty (20) day periods to which the Owner and Design-Builder may agree. Owner retains the right to exercise any of the options under Section 1.3.2.3 during any successive twenty (20) day period. If Design Builder declines to agree to an additional twenty (20) day period requested by the Owner, then Owner will be deemed to have elected option (iii) above, and this Agreement will be deemed terminated for convenience. If Owner terminates the relationship with Design-Builder under Section 1.3.2.3 (iii), then Design-Builder shall have no further liability or obligations to Owner under this Agreement. Upon a termination for convenience under Section 1.3.2.3 (iii): (a) Design-Builder shall be entitled to payment in accordance with Article 9 of this Agreement, and (b) Owner shall be entitled to negotiate a contract with Design-Builder's prime engineering subconsultant to continue to serve as the engineer of record for the design on either a lump sum amount or an hourly rate basis.

2 CONTRACT DOCUMENTS

2.1 THE CONTRACT DOCUMENTS ARE COMPRISED OF THE FOLLOWING:

- 2.1.1 All written modifications, written amendments, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder* (2022 Edition) ("General Conditions of Contract");

- 2.1.2 The Contract Price Amendment referenced in Section 1.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 1.3 herein.
- 2.1.3 This Agreement, including all exhibits (A - Owner's Project Criteria, B - Scope of Work, C- Design-Builder's personnel stationed at Design-Builder's principal or branch offices assigned to the Project.) but excluding, if applicable, the Contract Price Amendment;
- 2.1.4 The General Conditions of Contract;
- 2.1.5 Construction Documents prepared and approved in accordance with Section 1.4 of the General Conditions of Contract;

3 INTERPRETATION AND INTENT

- 3.1 Design-Builder and Owner, at the time of acceptance of the Proposal by Owner in accordance with Section 1.3 hereof, shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement, or if applicable, prior to Owner's acceptance of the Proposal.
- 3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after Owner's acceptance of the Proposal, Design-Builder and Owner shall attempt to resolve any ambiguity, conflict, or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof.
- 3.3 Terms, words, and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.
- 3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder is entitled to reasonably rely on the accuracy of the information represented in the design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any design performance specifications; and (b) Design-Builder shall be entitled to an adjustment in its Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.
- 3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

4 OWNERSHIP OF WORK PRODUCT

- 4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights, and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.
- 4.2 Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the

"Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

- 4.3 Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:
- 4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein, and
- 4.3.2 Owner agrees to pay Design-Builder the additional sum of zero Dollars (\$0.00) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.
- 4.4 Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.
- 4.5 Owner's Indemnification for Use of Work Product. Owner recognizes that in the event of an early termination of the Work, whether for convenience or for cause, Design-Builder will not have the opportunity to finish or to finalize its Work Product. Therefore, if Owner uses the Work Product, in whole or in part, or if Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product, to the fullest extent permitted by applicable law. Owner's liability under this indemnification shall not exceed the total cost of the Project.

5 CONTRACT TIME

- 5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.

5.2 SUBSTANTIAL COMPLETION AND FINAL COMPLETION.

- 5.2.1 Substantial Completion of the entire Work shall be achieved no later than ninety (90) calendar days for Phase 1 Services after the Date of Commencement and four hundred and sixty-nine (469) calendar days for Phase 2 Services ("Scheduled Substantial Completion Date").
- 5.2.2 Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.

All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

- 5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 5.4 Liquidated Damages. Work on the Project shall be commenced with adequate forces within the time stipulated in the Contract Documents and fully completed within the stated Contract Time of consecutive calendar days, which shall include Saturdays, Sundays and holidays. No Work shall be performed on Saturdays, Sundays, and legal holidays without the prior approval of Owner. When Design-Builder desires to work on one of the above days, it shall request in writing approval at least one week in advance of the day or days on which they desire to work. Holidays will follow the County's Holiday Schedule.
- 5.4.1 Liquidated damages for this Agreement shall be assessed for each and every calendar day that the Work remains incomplete beyond the Contract Time.
- 5.4.2 It is further agreed that time is of the essence of each and every portion of this Agreement and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement Design-Builder is allowed an additional time for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Agreement; provided, that Design-Builder shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due:
- To any preference, priority, or allocation or order duly issued by the Owner;
 - To unforeseeable cause beyond the control and without the fault or negligence of Design-Builder, including, but not restricted to, acts of God or of the public enemy, acts of Owner, acts of another Contractor in the performance of a contract with Owner, fires, floods, epidemics, pandemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather; and
 - Manufacturing Delays and Extended/Changed Lead Times that are out of the Design-Builder's control.
 - To any delays of subcontractors occasioned by any of the causes specified in subsections (a) (b) and (c) of this Section 5.4.2, immediately above.
- 5.4.3 Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately calculate. Design-Builder agrees that if Substantial Completion is not attained the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner One thousand Dollars (\$1,000.00) per day as liquidated damages, and not as a penalty, for each day that Substantial Completion extends beyond the LD Date.
- 5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any AND ALL EXTRA COSTS, LOSSES, EXPENSES, CLAIMS, PENALTIES, AND ANY OTHER DAMAGES, WHETHER SPECIAL OR CONSEQUENTIAL, AND OF WHATSOEVER NATURE, INCURRED BY OWNER WHICH ARE OCCASIONED BY ANY DELAY IN ACHIEVING SUBSTANTIAL COMPLETION, INTERIM MILESTONE DATES (IF ANY) OR FINAL COMPLETION.
- 5.6 In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall be entitled to an increase in the Contract Price providing that: (i) said events must exceed 30 cumulative days before Design-Builder is entitled to additional compensation; and (ii) said additional compensation shall be limited to:
- the direct costs and expenses Design-Builder can demonstrate it has reasonably actually incurred as a result of such event.
- 5.7 Owner's Review Time. The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.
- 5.7.1 Owner shall have a minimum of 14 days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.

- 5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within 14 days of receipt by Owner.

6 CONTRACT PRICE

6.1 CONTRACT PRICE.

- 6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of nine hundred twenty eight thousand, seven hundred and fifty Dollars (\$928,750.00) for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.
- 6.1.2 For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis:
- 6.2 Lump Sum. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of TBD Dollars (\$TBD) ("Contract Price") for the Work for Phase 2 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.
- 6.3 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:
- 6.3.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of thirteen percent (13%) of the additional costs incurred for that Change Order.
- 6.3.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:
- An amount equal to the sum of thirteen percent (13%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).
- 6.4 Design Builders Fee
- 6.4.1 Design-Builder's Fee shall be: thirteen percent (13%) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.
- 6.4.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:
- 6.4.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of thirteen percent (13%) of the additional Costs of the Work incurred for that Change Order.
- 6.4.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include: An amount equal to thirteen percent (13%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.5 COST OF THE WORK.

- 6.5.1 The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:
- 6.5.1.1 Wages of direct employees, including supervisory and administrative personnel of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be based on the rates set forth in Exhibit C Attached.
- 6.5.1.2 Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit C and performing the function set forth in said Exhibit.

- 6.5.1.3 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.
- 6.5.1.4 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
- 6.5.1.5 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
- 6.5.1.6 Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.
- 6.5.1.7 Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling, and removing such items.
- 6.5.1.8 Costs of removal of debris and waste from the Site.
- 6.5.1.9 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.
- 6.5.1.10 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.
- 6.5.1.11 Premiums for insurance and bonds required by this Agreement or the performance of the Work.
- 6.5.1.12 All fuel and utility costs incurred in the performance of the Work.
- 6.5.1.13 Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work.
- 6.5.1.14 Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- 6.5.1.15 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- 6.5.1.16 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- 6.5.1.17 Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.
- 6.5.1.18 Accounting and data processing costs related to the Work.
- 6.5.1.19 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- 6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:
 - 6.5.2.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2, and 6.5.1.3 hereof.
 - 6.5.2.2 Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.
 - 6.5.2.3 The cost of Design-Builder's capital used in the performance of the Work.

6.6 ALLOWANCE ITEMS AND ALLOWANCE VALUES.

- 6.6.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.
- 6.6.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents

consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

- 6.6.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- 6.6.4 The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price, and are not subject to adjustment notwithstanding the actual amount of the Allowance Item.
- 6.6.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.7.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

7 PROCEDURE FOR PAYMENT

- 7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: (Insert terms.)

7.2 CONTRACT PRICE PROGRESS PAYMENTS.

- 7.2.1 Design-Builder shall submit to Owner on the _____ Twelfth _____ (12th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.
- 7.2.2 Owner shall make payment within ten (10) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract. All payments shall be made by electronic funds transfers from Owner's account to Design-Builder's account.
- 7.2.3 If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.3 RETAINAGE ON PROGRESS PAYMENTS.

- 7.3.1 Any reduction in the amount of the retainage on payments shall be with the consent of the contractor's surety.
- 7.3.2 Owner will retain five percent (5%) of each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project.
- 7.3.3 Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

- 7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.
- 7.5 Interest. Progress payments due and unpaid by Owner to Design-Builder shall bear interest commencing five (5) days after payment is due at the rate of 1% per month or fraction thereof until paid. The final payment shall bear interest in accordance with G.S. 143-134.1(a) with the Design-Builder regarded as the prime contractor."
- 7.6 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

8 TERMINATION FOR CONVENIENCE

- 8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:

The fair and reasonable sums for overhead and profit on the sum of items as set forth in Section 11.6.1 of the General Conditions.

- 8.2 In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions, Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:
- 8.2.1 If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid zero percent (0%) of the remaining balance of the Contract Price.
- 8.2.2 If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid zero percent (0%) of the remaining balance of the Contract Price.

9 REPRESENTATIVES OF THE PARTIES

9.1 OWNER'S REPRESENTATIVES.

- 9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Amanda L. Bader

General Manager Natural Resources

698 Ann Street, Fayetteville, NC 28301

O: 910-438-4041

- 9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Mike Renfrow

Landfill Operations Manager

698 Ann Street, Fayetteville, NC 28301

C: 910-322-1537

9.2 DESIGN-BUILDER'S REPRESENTATIVES.

- 9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Charles D. Fuller

Vice President

400 Patetown Rd. Goldsboro, NC 27530

C: 814-424-4456

- 9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: (Identify individual's name, title, address, and telephone numbers.)

Christopher J. Myers

Vice President

400 Patetown Rd. Goldsboro, NC 27530

C: 919-580-8934

10 BONDS AND INSURANCE

- 10.1 Insurance. Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.

- 10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required

Payment Bond.

☒ Required

11 OTHER PROVISIONS

HDR Project No. 10366504

Cumberland County, NC
Ann Street Transfer Station Design Build Management
Owner-DB Progressive Agreement 2022 10366504

March 30, 2023
RFP – Performance Specifications

11.1 OTHER PROVISIONS, IF ANY, ARE AS FOLLOWS:

11.2 LISTING OF EXHIBITS AND DOCUMENTS INCORPORATED HEREIN:

Exhibit A – Owner’s Project
Criteria Exhibit B – Scope of
Services

DBIA Document No. 535, Standard Form of General Conditions of Contract Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract")
Contract Price Amendment, if any.

12 LIMITATION OF LIABILITY

12.1 Limitation. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Design-Builder, its Design Consultants, and Subcontractors, surety (if any) and their respective officers, directors, employees, and agents, and any of them, to Owner and anyone claiming by, through, or under Owner, for any and all claims, losses, liabilities, costs, or damages whatsoever arising out of, resulting from, or in any way related to, the Project or this Agreement from any cause, including but not limited to the negligence, indemnity, professional errors or omissions, strict liability, breach of contract, or warranty (express or implied) shall not exceed 100 percent (100%) of the Contract Price. The parties agree that specific consideration has been given by Design-Builder for this limitation and that it is deemed adequate.

13 E-VERIFY AND IRAN STATEMENT

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."

14 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.

In executing this Agreement, Owner and Design-Builder each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

County of Cumberland

(Name of Owner)

(Signature)

DR. TONI STEWART

(Printed Name)

Chairwoman to the Board of County Commissioners

(Title)

Date: _____

DESIGN-BUILDER:

T. A. Loving Company

(Name of Company)

(Signature)

T.C. Edmondson, III, PE

(Printed Name)

President/CEO

(Title)

Date: 8/31/2023

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

BY: Vicki Evans

County Finance Officer

APPROVED FOR LEGAL SUFFICIENCY

upon formal execution by all parties *on*

BY: 10/6/23

County Attorney's Office

per FLM approval

Ann Street Landfill Transfer Station Design and Construction
Cumberland County, North Carolina

Exhibit C

**List of Home Office Personnel Stationed at Principal and
Branch Offices
& Project Labor Rates**

**List of Home Office Personnel Stationed at the Principal and Branch
Offices**

- Estimator
- Assistant Estimator
- Project Coordinator
- Accounting Specialist
- Accountant
- Director of Safety
- Director of Insurable Risk
- Safety Admin/Engineer
- Business Developer
- Recruiter
- HR Associate
- Project Controls Manager
- Project Manager
- Design Manager
- Project Engineer
- Operations Manager
- Shop Manager
- Shop Personnel
- Marketing/Photographer

Exhibit C- T. A. Loving Page 1 of 1

Personnel Rate Table	Regular Time Rate
General Superintendent	\$275.00
Project Manager/Lead Estimator	\$265.00
Preconstruction Services Manager	\$265.00
Construction Manger	\$265.00
Site Superintendent	\$255.00
Safety Manager	\$225.00
Start-up Manager	\$265.00
Principal-in-Charge	\$275.00
Vice-President/Director	\$270.00
Marketing/Photography/BD	\$195.00
Project Engineer	\$180.00
Assistant Estimator	\$180.00
Safety Engineer	\$190.00
Admin/Project Coordinator	\$100.00
Accounting Specialist	\$85.00
Foreman	\$175.00
Crane/Backhoe Operator	\$155.00
Dozer/Loader Operator	\$125.00
Laborer	\$95.00



WithersRavenel
Our People. Your Success.

EXHIBIT C Wither's Rates

EXHIBIT II

Fee & Expense Schedule

Description	Rate	Description	Rate	Description	Rate
Engineering & Planning		Funding & Asset Management		Environmental	
Construction Project Professional	\$ 175	GIS Senior Specialist	\$ 195	Environmental Technician I	\$ 105
Construction Manager I	\$ 180	GIS Specialist	\$ 175	Environmental Technician II	\$ 120
Construction Manager II	\$ 195	GIS Survey Technician I	\$ 100	Environmental Technician III	\$ 125
Senior Construction Manager	\$ 220	GIS Survey Technician II	\$ 125	Senior Environmental Technician	\$ 145
CAD Technician I	\$ 130	GIS Survey Technician III	\$ 140	Environmental Project Geologist I	\$ 175
CAD Technician II	\$ 140	GIS Survey Lead	\$ 160	Environmental Project Geologist II	\$ 190
Senior CAD Technician	\$ 170	GIS Technician	\$ 120	Environmental Project Geologist III	\$ 215
Designer I	\$ 160	GIS Analyst I	\$ 140	Environmental Senior Project Geologist	\$ 245
Designer II	\$ 180	GIS Analyst II	\$ 160	Environmental Assistant Project Manager	\$ 190
Senior Designer	\$ 200	GIS Project Manager	\$ 195	Environmental Project Manager	\$ 215
Landscape Architect I	\$ 180	GIS Manager	\$ 250	Environmental Senior Project Manager	\$ 235
Landscape Architect II	\$ 205	F&AM Assistant Project Manager	\$ 190	Environmental Director	\$ 280
Landscape Architect III	\$ 225	Intern I	\$ 85	Environmental Project Engineer I	\$ 175
Senior Landscape Architect	\$ 245	Intern II	\$ 110	Environmental Project Engineer II	\$ 190
Landscape Designer I	\$ 160	F&AM Implementation Specialist	\$ 175	Environmental Project Engineer III	\$ 215
Landscape Designer II	\$ 170	F&AM Project Consultant I	\$ 140	Environmental Senior Project Engineer	\$ 245
Planning Technician	\$ 135	F&AM Project Consultant II	\$ 155	Environmental Principal	\$ 300
Planner I	\$ 145	F&AM Project Consultant III	\$ 160	Environmental Project Scientist I	\$ 175
Planner II	\$ 170	F&AM Project Consultant IV	\$ 165	Environmental Project Scientist II	\$ 190
Planner III	\$ 195	F&AM Senior Project Consultant I	\$ 175	Environmental Project Scientist III	\$ 215
Senior Planner	\$ 205	F&AM Senior Project Consultant II	\$ 180	Senior Environmental Project Scientist	\$ 245
Project Engineer I	\$ 195	F&AM Project Manager	\$ 195	Environmental Scientist I	\$ 130
Project Engineer II	\$ 205	F&AM Principal	\$ 290	Environmental Scientist II	\$ 155
Project Engineer III	\$ 225	F&AM Director	\$ 265	Environmental Scientist III	\$ 165
Senior Project Engineer	\$ 245	F&AM Staff Professional I	\$ 95	Environmental Geologist I	\$ 130
Assistant Project Manager	\$ 205	F&AM Staff Professional II	\$ 135	Environmental Geologist II	\$ 155
Project Manager	\$ 225	F&AM Staff Professional III	\$ 180	Environmental Geologist III	\$ 165
Senior Project Manager	\$ 245	F&AM Staff Professional IV	\$ 220	Environmental Professional I	\$ 130
Resident Project Representative I	\$ 125	F&AM Senior Project Manager	\$ 245	Environmental Professional II	\$ 155
Resident Project Representative II	\$ 140	F&AM Senior Technical Consultant	\$ 280	Environmental Professional III	\$ 165
Resident Project Representative III	\$ 160			Environmental Senior Technical Consultant	\$ 275
Senior Resident Project Representative	\$ 170	Geomatics		Administrative	
Staff Professional I	\$ 115	Geomatics CAD I	\$ 125	Administrative Assistant	\$ 80
Staff Professional II	\$ 170	Geomatics CAD II	\$ 140	Administrative Assistant I	\$ 100
Staff Professional III	\$ 180	Geomatics CAD III	\$ 160	Administrative Assistant II	\$ 110
Staff Professional IV	\$ 220	Geomatics Project Manager I	\$ 195	Administrative Assistant III	\$ 120
Senior Staff Professional	\$ 230	Geomatics Project Manager II	\$ 205	Marketing Administration I	\$ 110
Senior Technical Consultant	\$ 285	Geomatics Project Manager III	\$ 245	Marketing Administration II	\$ 135
Client Experience Manager	\$ 260	Geomatics Project Professional I	\$ 175	Director of Marketing	\$ 175
Director	\$ 265	Geomatics Project Professional II	\$ 200	Office Administration	\$ 85
Principal	\$ 290	Geomatics Principal	\$ 275	Office Administrator I	\$ 140
Zoning Specialist	\$ 355	Geomatics Remote Sensing Crew I	\$ 245	Office Administrator II	\$ 145
Project Coordinators		Geomatics Remote Sensing Crew II	\$ 340	Office Administrator III	\$ 155
Project Coordinator I	\$ 120	Geomatics Survey Crew I	\$ 180	Expenses	
Project Coordinator II	\$ 135	Geomatics Survey Crew II (2 Man)	\$ 205	Bond Prints (Per Sheet)	\$ 1.75
Project Coordinator III	\$ 145	Geomatics Survey Crew III (3 Man)	\$ 260	Mylar Prints (Per Sheet)	\$ 11.00
Senior Project Coordinator	\$ 160	Geomatics Senior Manager	\$ 245	Mileage	Per IRS
Lead Project Coordinator	\$ 170	Geomatics Survey Tech I	\$ 80	Delivery - Project Specific (Distance & Priority)	
		Geomatics Survey Tech II	\$ 115	Subcontractor Fees (Markup)	1.15
		Geomatics Survey Tech III	\$ 140	Expenses / Reprod. / Permits (Markup)	1.15
		Geomatics Survey Tech IV	\$ 155	Other	
		Geomatics Sr. Technical Consultant	\$ 245	Expert Witness	\$ 435
		Geomatics SUE Crew 1	\$ 225		
		Geomatics SUE Crew 2	\$ 300		

Effective January 1, 2024 – Schedule is subject to change

The page features several large, solid-colored rectangular blocks. A dark gray block is in the top right. A large blue block is on the left side, and a light gray block is below it. A black block is in the bottom right. The number '02' is printed in a large, bold, black font over the white space between the blue and light gray blocks.

02

Performance and Payment Bonds



This page intentionally left blank.

**The attached performance and
payment bond and power of
attorney are not dated.**

**Please insert the contract date and
bond execution date on the bond,
and the bond execution date on the
power of attorney before presenting
to the owner.**

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 107889556

AIA Document A312

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

T. A. Loving Company
400 Patetown Road
Goldsboro, NC 27533-0919

OWNER (Name and Address):

Cumberland County Solid Waste
698 Ann Street
Fayetteville, NC 28301

SURETY (Name and Principal Place of Business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

CONSTRUCTION CONTRACT

Date:

Amount: \$928,750.00 Nine Hundred Twenty Eight Thousand Seven Hundred Fifty Dollars and 00/100

Description (Name and Location): Ann Street Landfill Transfer Station

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$101,701.32 One Hundred One Thousand Seven Hundred One Dollars and 32/100

Modifications to this Bond:

☒ None

☐ See Page 3

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

T. A. Loving Company

Signature:

Name and Title: T.C. Edmondson III, PE
CEO & President

SURETY

Company:

(Corporate Seal)

Travelers Casualty and Surety Company of America

Signature:

Name and Title: Dawn D. Eason
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services, LLC
4309 Emperor Blvd., Ste. 300
Durham, NC 27703
919-281-4500

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 107889556

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that T. A. Loving Company
(Here insert full name and address or legal title of Contractor)

400 Patetown Road Goldsboro, NC 27533-0919

as Principal, hereinafter called Principal, and, Travelers Casualty and Surety Company of America
(Here insert full name and address or legal title of Surety)

One Tower Square, Hartford, CT 06183

as Surety, hereinafter called Surety, are held and firmly bound unto Cumberland County Solid Waste
(Here insert full name and address or legal title of Owner)

698 Ann Street Fayetteville, NC 28301

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of One Hundred One Thousand Seven Hundred One Dollars and 32/100
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 101,701.32),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated , entered into a contract with Owner
for
(Here insert full name, address and description of project)
Ann Street Landfill Transfer Station

In accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

day of

ATTEST:

By:

Michael C. Cox (Witness)

T. A. Loving Company

(Principal)

(Seal)

By:

T.C. Edmondson III, PE (Title) CEO & President

WITNESS:

By:

Michele W. Carter (Witness)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

By:

Dawn D. Eason (Title) Attorney-in-Fact



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

POWER OF ATTORNEY


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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

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

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

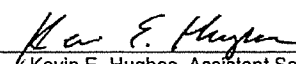
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, 2023




 Kevin E. Hughes, Assistant Secretary

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



02

Certificate of Insurance





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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 6100 Fairview Rd Ste 1400 Charlotte, NC 28210 704 543-0258		CONTACT NAME: Brett Royer PHONE (A/C, No, Ext): 704 543-0258 FAX (A/C, No): E-MAIL ADDRESS: brett.royer@usi.com															
INSURED T. A. Loving Company PO Box 919 Goldsboro, NC 27533		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C : Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER D : Pacific Insurance Company Ltd</td> <td>10046</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Hartford Casualty Insurance Company	29424	INSURER C : Hartford Underwriters Insurance Company	30104	INSURER D : Pacific Insurance Company Ltd	10046	INSURER E :		INSURER F :	
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INSURER C : Hartford Underwriters Insurance Company	30104																
INSURER D : Pacific Insurance Company Ltd	10046																
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$150,000 <input checked="" type="checkbox"/> Contractual, XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	22CSEQU3561	04/01/2023	04/01/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Drive Oth Car <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	22CSEQU3562	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	22RHUQU3563	04/01/2023	04/01/2024	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	22WNQU3560	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-IFER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Pollution			22CPIBI8915	04/01/2023	04/01/2024	\$5,000,000 Limit \$150,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Design Build - Ann Street Landfill Transfer Station Design and Construction

Certificate holder is included as Additional Insured as it relates to General Liability and Auto Liability when required by written contract in accordance with the terms and conditions of the policy. Umbrella follows form as it relates to additional insureds. 30 day Notice of Cancellation is included.

CERTIFICATE HOLDER

CANCELLATION

Cumberland County Solid Waste 698 Ann Street Fayetteville, NC 28301	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 <i>Paula B. Bulman</i>
--	---

Exhibit – A

Owner's Project Criteria



Request for Design Build Proposal – Owner's Project Criteria

TRANSFER STATION

ANN STREET MSW LANDFILL

Fayetteville, NC
April 27, 2023

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Appendices

Appendix A – Solid Waste Permit Application

Appendix B – Site Plan Application Drawings

Appendix C – Geotechnical Investigation

1 Introduction

This document supports the Request for Proposal (RFP) to provide additional information for the selected Design-Build team to complete and submit a Technical Proposal and Price Proposal for the project described in this document.

The following sections of this document are the performance requirements for the proposed project and are minimum guidelines and not intended to be complete designs. The Design-Builder will be responsible for the complete design, permitting and construction of the project. The information provided in this document is intended to convey the programs and functional needs for the proposed facility and typical materials and procedures that are to be considered by the design-builder in their Technical and Price proposal. Design-Builder is encouraged to identify and propose alternatives or modifications from the conceptual design that would satisfy the needs for each facility that could result in more efficient construction schedule or costs. The Design-Builder's lump sum fee Price Proposals shall be inclusive of their Proposed Technical Approach.

1.1 Project Background

The proposed improvements are desired to provide

- to construct a 750 ton per day waste transfer station for the diversion of waste materials received to facilitate the permitting and construction of a landfill expansion on the site.
- to construct a new administrative office to provide support functions for the transfer station staff with a private ADA accessible restroom facility; and
- to complete sitework to facilitate equipment and personal vehicle movements to the new transfer station and provide erosion and sediment control and treatment from stormwater run-off from the facility.
- County has established a firm budget of \$6,000,000 for the design and construction of the proposed improvements.

1.2 Project Scope

Design, permit and construct a waste transfer station, a detached administrative office, and complete all site work and site improvements as outlined in these performance requirements and as agreed upon by the County in its award of the project. The County has submitted a solid waste permit application to the North Carolina Department of Environmental Quality (*Appendix A*) and a drawings to the City of Fayetteville for a Site Plan Application (*Appendix B*).

1.3 Project Design Criteria

North Carolina State Building Code
North Carolina Code

- NC State Building Code, 2018
- NC Electric Code, 2020

- NC Energy Conservation Code, 2018
- NC Fire Prevention Code, 2018
- NC Fuel Gas Code, 2018
- NC Mechanical Code, 2018
- NC Plumbing Code, 2018
- National Fire Alarm and Signaling Code of NC, 2013

National Fire Protection Association (NFPA)

- NFPA 10, Standard for Portable Fire Extinguishers
- NFPA 70, National Electrical Code (NEC)
- NFPA 70E, Standard for Electrical Safety in the Workspace
- NFPA 90A, Air Conditioning and Ventilating Systems, Latest Edition
- NFPA 90B, Warm Air Heating and Air Conditioning Systems

Accessibility

- ICC/ANSI A117.1, Accessible and Usable Buildings and Facilities

2 Civil Design

2.1 Existing Conditions

The proposed locations for the new facilities are as indicated on Sheet S1 – Existing Conditions Plan (r). The final facility locations shall comply with all required setbacks from the property line and easements. Geotechnical investigations have been completed and the results are included in *Appendix C* for reference.

Design Builder shall establish control benchmarks at the project areas for facility layout. The Conceptual Design drawings in *Appendix A* include the existing conditions plan, site plan, grading plan, proposed erosion and sediment control plan and details and concept building elevations and foundation plan. Existing survey information will be provided electronically in ACAD 2022 format for reference. Civil site preparation work will include clearing and grubbing, grading and compacting, construction of gravel access roadway and paved pads, site stabilization, and installation of erosion and sedimentation controls.

The access drive, pads and concrete apron will be traversed by heavy equipment, including the 100 CY tractor trailers and curbside collection vehicles and the access roads and apron shall be designed to accommodate the anticipated loads and movements to and from the transfer station.

2.2 Site Development

The proposed site will consist of a new transfer station and a detached administrative office. Access to the proposed facilities will be from existing gravel site roadways from the truck scale area at the entrance to the site. New access drive and aprons are to be constructed of gravel and concrete materials, respectively. The administration office shall be serviced by the existing

public water lines and wastewater connected to the existing 8" site sewer. Post fire hydrants shall be provided at the entrance of the transfer station. Portions of the existing 4-inch PVC water main will require relocation away from the proposed transfer station and apron retaining wall construction. Leachate from the trailer bays shall drain to an underground concrete storage tank and pump station with forcemain connection to the existing leachate storage lagoon, as indicated on the conceptual drawings.

Design Builder shall review and verify the proposed location of the driveway entrance and exits, extent of retaining walls and concrete ramp, and the office location to accommodate equipment and vehicle movements on the site. The location for the administration office may be revised, as necessary for safe facility operations. Final site design shall include on-site parking spaces for five (5) personal vehicles for facility staff with the proposed project area. Design Builder shall also review equipment turning motions and design all weather access roads to support these movements.

2.2.1 Water and Sewer

Domestic water service will only be required to be provided to the administrative office. Based on the proposed size of the transfer station automatic sprinkler system is not required. Eye wash stations shall be provided by portable devices. The transfer station floor shall be sloped to drain toward the trailer bays and leachate collection system. No floor drains are required in the transfer station, nor should any be installed that drain to the domestic sewer or stormwater management system.

2.2.2 Storm water

Proposed site improvements shall include installation of gravel roadways and concrete pads, and stabilization of disturbed areas and fill slopes with seed. Stormwater run-off is to be directed to sheet flow into proposed drainage channels that discharge into the proposed sediment basin. The entrance and exist roadway will cross an existing drainage swale, requiring installation of a new culvert. The sediment basin shall have an extended dry detention basin riser structure and emergency spillway.

Design-Builder shall implement the Erosion and Sediment Control Plan submitted by the County to the City for approval that incorporates the elements shown in *Appendix A* and as required to maintain compliance with the North Carolina Construction General Permit.

2.2.3 Natural Gas

No natural gas is available at this site location.

3 Architectural Design

3.1 Buildings

There are two buildings in this RFP

- **(01) TRANSFER STATION**

This new Transfer Station will provide areas for deposition of waste materials onto the

tipping floor, consolidation on the floor, and loading and packing the waste into 100 CY open top trailers for transport off site for disposal of up to 750 tons per day of waste. The building size depicted on the conceptual drawings is 172'x75' (12,900 SF) and includes two trailer bays with grade differential to accommodate a lift and load transfer operation. It is noted that the County desires to have the transfer station facility completed without the need to improve water distribution to this area of the site to support an automatic sprinkler system. Therefore, the final building width may need to be adjusted during design development to reduce the fire area to less than 12,000 SF where an automatic sprinkler system would be required per building code for a Factory F-1 occupancy group.

- **(02) ADMINISTRATION OFFICE**

The new Administration Office will be approximately 800 SF and provide a workspace for two staff, closet storage, locker room and a private unisex restroom for facility operations staff. Workspace would need built in desk for computer and work area, file and plan storage and space for a potable water dispenser, refrigerator, and microwave.

See *Appendix A – Site Plan Application Drawings* for site plan, floor plan requirements and elevations.

3.2 Building Envelope

3.2.1 Exterior Walls

The exterior walls for the two buildings in this RFP are:

- **(01) TRANSFER STATION**

The exterior walls for the building shall be metal panels installed vertically that give a flat appearance with concealed fasteners and liner. The exterior and interior sides of the metal panel shall be factory finished and color shall be selected by the County and match the administrative office.

- **(02) ADMINISTRATIVE OFFICE**

The exterior walls for the office shall be factory foamed insulated metal wall panels. Metal wall panels shall have offset double tongue and groove joinery and an extended metal shelf allowing for concealed fastening. The insulation for the panels shall be continuously foamed-in-place, zero ODP and zero VOC closed cell polyurethane. The wall panels shall be designed to provide a continuously insulated envelope with a minimum R-Value to meet energy code requirements. The exterior sides of the metal panel shall be factory finished and color shall be selected by the County and match the Transfer Station. The inside perimeter walls will be drywall on furring or studs. Provide 4-8 windows with a combined total of 120SF of double glazing. Provide manual operated chain shades on all windows.

3.2.2 Roofing

The roofing for the two (2) buildings is as follows:

- (01) **TRANSFER STATION**
Standing seam metal roof
- (02) **ADMINISTRATIVE OFFICE**
Standing seam metal roof or membrane roof

The roof area will need to be insulated to meet energy and building code requirements.

Roof drainage will be provided by exterior gutters and downspouts, with splash blocks to promote sheet flow away from the building.

3.2.3 Exterior Doors

The exterior personal egress doors will be 3'x7' insulated hollow metal doors and frames. The doors shall have large vision lites with tempered glass. The doors and frames shall be factory primed and field painted.

3.3 Interior Construction

3.3.1 Interior Partitions

The interior partitions for the administrative office is as follows:

- (01) **ADMINISTRATION OFFICE**
The interior partitions shall metal stud framing with batt insulation finished with gypsum board each side. The interior walls shall extend up to 6" above the ceiling unless the walls are fire rated or sound rated. Fire rated or sound rated partitions will extend to underside of the roof.
Add sound insulation and walls to deck in the conference room

3.3.2 Ceilings

The ceilings for the two buildings is as follows:

- (01) **TRANSFER STATION**
Exposed pre-engineered metal building framing painted and factory finished metal roof panels
- (02) **ADMINISTRATION OFFICE**
2X2 Acoustical Ceiling Tile throughout with enamel painted sheetrock in the restroom.

3.3.3 Floors – Sealed Concrete

The flooring for the two buildings is as follows:

- (01) **TRANSFER STATION**
Sealed Concrete
- (02) **ADMINISTRATION BUILDING**
The flooring will be vinyl plank flooring throughout with ceramic tile in the restroom.

3.3.4 Interior Doors and Frames

The interior doors and frames for the office building is as follows:

- **(02) ADMINISTRATION OFFICE**

Interior personnel doors will be 3'x7' solid wood doors and hollow metal frames. Interior doors and frames will be factory stained.

3.3.5 Door Hardware

Door hardware will be a mortise type, with lever handles for durability, security, and lifespan. Exterior egress doors shall have locksets, weather stripping, closers, and thresholds.

3.3.6 Paint

All interior exposed metal surfaces in the building will be painted with a low- to no-Volatile Organic Compound (VOC) acrylic epoxy paint, with a semi-gloss finish.

3.3.7 Toilet Accessories

Toilet accessories will be stainless steel and will be surface mounted at appropriate heights.

4 Structural Design

4.1 Summary

The project consists of two new building structures: the transfer station and administration office. All new structures will be designed to meet the most current building code, the 2018 North Carolina building code, with all current amendments. The transfer station will be designed as a pre-engineered metal building (PEMB) to provide the desired clear span and height clearance of 24 feet for the facility operation as indicated on the Conceptual Drawings. The administration office will be a conventional steel framed building with a bar joist roof. Structural foundation sizes will be sized and designed by the design build team; however, structures are anticipated to be supported by shallow spread footings and slab on grade floors. The thickness of the individual slabs will be based on each structure's usage.

The transfer station will be accessed by both wheeled and tracked equipment (for loading and tamping waste). Considerations of durability and protection of building elements from wear shall be incorporated into the design.

4.2 Design Code Compliance

The structural system for all new buildings, will be designed to be compliant with the following set of criteria. Design shall be consistent with accepted engineering practices and shall comply with the latest applicable regulations, instructions, manuals, building codes and life safety codes. The list of the applicable publications for all new facility buildings is as follows:

American Concrete Institute (ACI) Publications

ACI 117/117R Standard Specifications for Tolerances for Concrete Construction and Materials and Commentary, current edition.

315-99 Details and Detailing of Concrete Reinforcement

318-14 Building Code Requirements for Structural Concrete and Commentary

530/530-13 Building Code Requirements for Masonry Structures and

Specifications for Masonry Structures and Commentaries

American Institute of Steel Construction

ANSI/AISC 360-10 Specification for Structural Steel Buildings
AISC Steel Construction Manual – Fourteenth Edition
AISC 303-10 Code of Standard Practice for Steel Buildings and Bridges, 2010
AISC 341S1-10 Seismic Provisions for Structural Steel Buildings, including all latest supplements

Association of Iron and Steel Institute (AISI)

AISI Specifications of the Design of Cold Formed Structural Steel Members (latest edition and supplements)

American Society of Civil Engineers (ASCE) Publications

ASCE 7-10 Minimum Design Loads for Buildings and Other Structures

American Welding Society (AWS) Publications

D1.1/D1.1M Structural Welding Code-Steel
D1.3/D1.3M Structural Welding Code – Sheet Steel
D1.4/D1.4M Structural Welding Code- Reinforcing Steel

International Code Council (ICC) Publications

IBC International Building Code, 2015 Edition

Steel Deck Institute (SDI) Publications

SDI Design Manual for Composite Deck, Form Decks, and Roof Decks Publication No. 30

Research Council On Structural Connections (RCSC)

RCSC Specification for Structural Joints Using ASTM A325 or A490 Bolts

4.3 Structural Loading Criteria

Structural loading criteria will be developed using the criteria sources and following the procedures indicated below. The buildings will be classified as an Occupancy Category II, per ASCE 7 -10, Table 1.5-1, for the purpose of calculating seismic, wind, and snow loads.

A geotechnical investigation has been conducted to determine the soil conditions of the site; this document is included as *Appendix C*. The following properties should be used in foundation design:

- All foundations should be embedded at least 18-IN below finish grade for frost protection.
- Allowable bearing pressure of 2000 psf, with a well compacted sub-grade, using a crushed aggregate base course (CABC) as recommended by the geotechnical engineer.
- Slabs-on-grade should be designed using a subgrade modulus as recommended by the Geotechnical Engineer.
- Column footings should have a minimum size of 24-IN square.
Perimeter and wall footings should be a minimum of 16-IN wide.

4.4 Loading Criteria

Floor slabs-on-grade will be designed to support uniformly distributed live loads based upon the room use as listed below:

Floor (office)	100 psf
Transfer Station Floor and Bays	300 psf

Additional loading criteria based on the anticipated design vehicles as listed below shall be incorporated into the design:

Tipping Floor:

Volvo L120h front end loader

Volvo EC210b crawler excavator with tamping attachment

Transfer Station Truck Lanes:

WB-67 Truck

4.5 Transfer Station Floor Special Considerations

As part of the use requirements inside the transfer station, reinforced concrete push walls will be required as shown on the conceptual drawings. Push wall design shall consider loading from stacked waste as well as from pushing operations inside the building. Means to prevent waste and other debris from falling in to any open spaces behind the push walls shall be provided.

The concrete mix design for the tipping floor inside the transfer station shall incorporate aggregates with the minimum properties for durability as listed below:

Specific gravity: 2.91 (minimum) for bulk SSD condition

Maximum 13.5% abrasion loss according to ASTM C131, Grading B

Additionally, the tipping floor design shall incorporate a minimum 2" of sacrificial thickness with wear bars and have a minimum 28-day compressive strength of 6,000 psi.

4.6 Uniform Roof Live Loads

All building roofs will be designed to support uniformly distributed live loads plus snow and drift per ASCE 7 and as listed below:

Roof Live Load	20 psf
Ground Snow Load (pg)	10 psf (plus drift as applicable)

4.7 Seismic Loads

Seismic loads will be computed in accordance with ASCE 7-10. Seismic parameters shall be as follows:

Minimum Analysis Procedure: Equivalent Lateral Force

Site Class - D

One Second Period Spectral Acceleration: $S_1 = 0.096\text{ g}$

Short Period Spectral Acceleration: $S_S = 0.218\text{ g}$

Importance Factor: $I = 1.0$

Seismic Design Category: C

4.8 Wind Loads

Wind loads will be computed in accordance with ASCE 7-10. Design parameters shall be as follows:

Wind Speed: Vult = 121 mph
Exposure: C

4.9 Lateral Earth Pressures

Site retaining walls and below grade foundation walls at the transfer station truck lanes shall be designed for the lateral earth pressures as recommended by the geotechnical engineer and as follows:

Soil Unit Weight: 120 pcf
At Rest EP Coefficient: 0.53
Active EP Coefficient: 0.36
Passive EP Coefficient: 2.77
Base Friction Coefficient: 0.3

5 HVAC Design

5.1 General

All HVAC design work will be performed under the responsible charge of a mechanical professional engineer proficient in the design of HVAC systems of the type required for the work.

5.2 References Codes and Standards

5.2.1 Codes

The design of this facility will be governed by state and local North Carolina codes and all other applicable codes.

The following codes are specifically applicable to the HVAC design:

- The International Building Code Council (ICC)
- The North Carolina Building Code, 2018
- The North Carolina Plumbing Code, 2018
- The North Carolina Mechanical Code, 2018
- The North Carolina Energy Conservation Code, 2018

5.2.2 Standards

The following design criteria are specifically applicable to the HVAC design:

American Society of Heating, Refrigeration and Air Conditioning Engineer (ASHRAE Standards):

- 62.1 Ventilation for Acceptable Indoor Air Quality (ANSI Approved)
- 90.1 Energy Standard for Buildings Except Low-Rise Residential Buildings
- 55 Thermal Environmental Conditions for Human Occupancy
- HVAC Systems and Equipment
- Fundamentals
- Refrigeration
- HVAC Applications

National Fire Protection Association (NFPA) Standards:

- 90A, Air Conditioning and Ventilating Systems

Sheet Metal and Air Conditioning Contractors' National Association (SMACNA):

- HVAC Duct Construction Standards

5.3 Design Conditions

5.3.1 Outdoor Design

Listed below are the local outdoor weather conditions for Fayetteville, North Carolina. Data was provided by the 2017 ASHRAE Climatic Design Conditions website.

Function	Dry Bulb (°F)	Wet Bulb (°F)
Summer Design Temperature	96.5	76.3
Winter Design Temperature	22.2	

Function	Latitude	Longitude
Location	34.991N	78.88W

5.3.2 Indoor Design

Listed below are the indoor design condition requirements:

General Office Space:

Space	Summer		Winter	
	Dry Bulb (°F)	Relative Humidity	Dry Bulb (°F)	Relative Humidity
Office Space	72.0	50%	68.0	UC
Restroom	72.0	50%	68.0	UC

5.3.3 Load Calculations / Energy Simulations

The Trane Trace Load 700 program or other approved calculation software shall be used to determine the required heating and cooling loads.

5.4 Heating, Ventilation and Air-Conditioning (HVAC)

5.4.1 Air Distribution

Each system will have low velocity supply and return ductwork sized for a static pressure drop of 0.10-inch water gage per 100 feet up to 2,500 CFM and for a velocity of 1,200 FPM above 2,500 CFM. Low velocity return and exhaust ductwork will be sized for a static pressure drop of 0.05-inch per 100 feet up to 4,000 CFM and for a velocity of 1,000 CFM above 4,000 CFM. The ductwork itself will be a mixture of galvanized sheet metal and flexible metallic in offices space and aluminum in unconditioned spaces.

Each system will be provided with supply diffusers, supply grilles, and return grilles. Each takeoff will have a balancing volume damper located near the main duct takeoff. Opposed blade balancing dampers in supply diffusers are not allowed.

5.4.2 Ventilation

Each system will be provided with the minimum required amount of outside air in accordance with the 2018 North Carolina Mechanical Code. Outside air quantities in office spaces such that the building is slightly pressurized to minimize infiltration.

5.4.3 Exhaust

The restroom and janitor's closet shall be provided with exhaust air in accordance with the 2018 North Carolina Mechanical Code. The exhaust air system shall consist of an inline fan and associated ductwork and exhaust grilles for each space. The exhaust air will be discharge from the building through a discharge louver located at the perimeter of the building. The exhaust ductwork will be insulated on the first five feet of linear length to reduce condensation. The exhaust system will have a gravity backdraft damper located just inside the discharge louver for when system is not in operation.

5.4.4 Natural Gas

Natural gas is not available.

5.5 Building Systems

5.5.1 Administration Office

The Administration Building will be cooled by split system heat pumps size per each space. The air handling units will be hung from the ceiling with the heat pumps located on pads outside of the building. Minimum ventilation per code must be always maintained.

Locker room space shall be provided with a dedicated 100% outside air energy recovery unit with DX cooling and heating. Unit shall be grade mounted and installed outside adjacent to the building. Supply and return ducts shall be routed into the building via pre-insulated and prefabricated outdoor ductwork. Locker rooms shall be maintained at a slightly negative pressure with respect to adjacent spaces.

Electrical, telecom and server rooms shall be provided with dedicated DX split system heat pumps capable of providing cooling during the winter months. Heat pumps shall be provided low ambient control kits. Indoor units shall be ductless wall and ceiling mounted units.

Roof mounted equipment is not allowed. Units shall be provided with factory provided 24-hour/7-day programmable thermostats. Each space thermostat will be in each respective zone and installed in the best suitable location mounted at 48" above finished floor level.

5.5.2 Transfer Station

Continuous exhaust air shall be provided at a rate of 6 air changes per hour. Air shall be exhaust from the space through exhaust registers located high above the push wall on the south elevation. Air shall be exhaust from the space through an exhaust louver using an inline fan. Exhaust fan shall be interlocked with a wall mounted convenience switch and intake dampers. Exhaust fan shall be interlocked with a wall mounted convenience switch. No heat will be provided in this space.

6 Plumbing Design

6.1 General

All Plumbing design work shall be performed under the responsible charge of a mechanical professional engineer proficient in the design of plumbing systems of the type required for the work.

6.2 References Codes and Standards

6.2.1 Codes

The design of this facility shall be governed by state and local North Carolina codes and all other applicable codes.

The following codes are specifically applicable to the Plumbing design:

- The International Building Code Council (ICC)
- The North Carolina Building Code, 2018
- The North Carolina Plumbing Code, 2018
- The North Carolina Energy Conservation Code, 2018

6.2.2 Standards

The following design criteria are specifically applicable to the HVAC and Plumbing design:

American Society of Plumbing Engineers (ASPE):

- Volume 1, Fundamentals of Plumbing Engineering
- Volume 2, Plumbing Systems
- Volume 3, Special Plumbing Systems
- Volume 4, Plumbing Components and Equipment

6.2.3 Potable Water Systems

Potable water system shall include insulated copper tubing with soldered or threaded fittings, insulation, valves, strainers, hot waters heaters, hose bibs, wall hydrants, water hammer arrestors, automatic air vents, thermometers, pressure gages, backflow preventers, water meters, vacuum breakers, aqua stats, pressure reducing valves, trap primers, and other appurtenances required for a complete operating system.

Domestic cold and hot water shall be distributed throughout the administration building to all plumbing fixtures.

6.2.4 Domestic Cold water

A 1 1/2-inch potable water line shall enter the back of the office building and will have a reduced pressure backflow preventer assembly with isolation valves, pressure reducing valve and a strainer. Once inside the building, water shall be distributed to each plumbing fixture accordingly.

6.2.5 Domestic Hot water

An electric hot water heater shall be provided to supply hot water to the lavatories, mop receptacle, showers, and kitchen sink. A hot water circulating pump will be provided to circulate hot water to each fixture. Water temperature shall be set at 140°F and distribution temperature shall be set at 110° F using thermostatic mixing valve.

6.2.6 Plumbing Fixtures

Plumbing Fixtures shall be commercial grade. Fixtures will be water conservation type. All Americans with Disabilities Act (ADA) compliant fixtures will conform to American National Standards Institute (ANSI) A117.1. Shut-off valves shall be provided for each fixture so that maintenance procedures do not affect other plumbing devices.

WATER CLOSETS

Water closets shall be vitreous china, conforming to ASME A112.19.2M, elongated bowl, siphon jet style, water saving type with white open face toilet lid. Closet shall be floor mount type. Flush valve shall be electronic hard wired (no battery) IR type with individual shut off valve. Finish shall match faucet finish.

LAVATORIES

Lavatories shall be provided with P-trap, grid drain, shut off cocks, flexible connections and single handle faucet. For accessible lavatories, provide trap and water piping insulation safety cover on exposed piping.

KITCHEN SINKS

Sinks shall be provided with P-trap, grid drain, shut off cocks, flexible connections, mixing valves, and faucets. For accessible sinks, provide trap and water piping insulation safety cover on exposed piping. Faucets shall be double handle with 0.5 gpm aerators

FAUCETS

Faucets shall be cast brass body, polished or brushed chrome finish. Operation for Lavatories shall be electronic hard-wired (no battery) IR type (Sloan or approved equal) hot-and-cold control. Provide stainless steel sink with garbage disposal in Break room.

EMERGENCY EQUIPMENT

No emergency plumbing fixtures will be required. Portable emergency eyewashes will be provided and maintained by the owner.

ELECTRIC WATER COOLERS

Electric water coolers shall be wall-hung, and ADA approved.

MOP BASINS / SERVICE SINKS

The janitor's closet shall be provided with mop basin or wall mounted service sink as required.

6.2.7 Waste and Vent Piping

The sanitary system shall be a gravity drain designed system. Waste and vent piping shall be provided to convey sanitary drainage from water closets, lavatories, service sinks, showers, kitchen and floor drains out to the main sanitary systems indicated on the civil plans.

6.2.8 Wall Hydrants

Wall hydrants shall be provided at 100 ft intervals around the exterior perimeter of the facility. Wall hydrants serving the exterior and in locations at risk of freezing shall be non-freeze, anti-siphon type hydrants.

6.2.9 Floor Drains

Floor drains with deep seal traps shall be provided as required in restrooms, locker rooms, mechanical rooms, areas where condensate drainage is needed, etc. Trap primers shall be provided to all floor drains.

7 Electrical Design

7.1 General

The objective of this project's electrical design will be to provide the necessary electrical system for the operation of the new buildings, provide lighting for the buildings and site lighting, and provide communication system infrastructure(s) for the applicable telecommunications components.

7.2 Codes

The design of this facility will be governed by state and local codes. The following codes are specifically applicable to the Electrical design:

- North Carolina building Code
- NFPA 70 - National Electrical Code (NEC), including amendments by local authority having jurisdiction (AHJ)
- National Electric Safety Code (NESC)
- National Fire Protection Association (NFPA)

7.3 Standards

The following design criteria are specifically applicable to the Electrical design:

- American National Standards Institute (ANSI)
- National Electrical Manufacturers Association (NEMA)
- Institute of Electrical and Electronics Engineers (IEEE)
- Insulated Power Cable Engineers Association (IPCEA)
- American Society for Testing and Materials (ASTM)
- Occupational Safety and Health Act (OSHA)
- Underwriters Laboratories Inc. (UL): All material and equipment shall be listed, labeled, or certified by Underwriters Laboratories, Inc., where such standards have been established. Equipment and material which are not covered by UL Standards will be accepted, provided equipment and material is listed, labeled, certified, or otherwise determined to meet safety requirements of a nationally recognized testing laboratory. Equipment of a class which no nationally recognized testing laboratory inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance shall include certified test reports and definitive submittals.
- American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) 90.1

7.4 Electrical Service

The electrical system design requirements shall be coordinated with applicable codes such as: the National Electrical Code (NEC), the local authority having jurisdiction (AHJ), applicable National Fire and Protection Association (NFPA) codes, and applicable UL standards. The electrical service provided for this facility will be coordinated with the local utility entity to ensure the design is in compliance with their service requirements. The service shall be extended from the existing service to the Transfer Station to the south of the proposed maintenance facility.

The contractor shall provide the following in support of the utility connections:

Primary Duct Installation

Concrete Pad for Utility Transformer (if required)

All secondary Service Requirements

Include Utility Connection Cost in the Project Construction Cost

All utilities shall be metered and connected to the existing utility monitoring system. The new facility shall contain an electrical meter.

7.5 Power Distribution

The primary electrical service distribution system is to be extended to the new transfer station location. This will require extending utility distribution through a new pad-mounted utility

transformer, fed to a 480/277V, three phase, 4-Wire, Main Distribution Panel (MDP) located within the electrical room of the new Transfer Station Building.

208/120V, three phase, 4-Wire branch circuit panelboards will be provided in the Administrative Office and Transfer Station Building. These panelboards will be fed from the previously mentioned new 480/277V MDP. Dry-type 480-208/120V transformers will be used to derive 208/120V electrical distribution.

Branch Panelboards provided will be hinged trim and contain molded case circuit breakers, bolted to the panelboard's copper bus. Branch circuit panelboards will be main circuit breaker type with 42 breakers and will have a minimum of 20 percent spare capacity.

Receptacle branch circuits will be provided with separate neutrals. Isolated grounding circuits will not be provided for equipment unless specifically directed by the owner. General power for the Transfer Station will consist of 20 Amp receptacles with weatherproof while-in-use covers. Ground Fault Circuit Interrupters (GFCI) will be designed for use in wet areas and in mechanical rooms.

Outdoor electrical equipment boxes, disconnects switches, panelboards, etc. will be NEMA 4X rated and constructed of 316 type Stainless steel. Electrical equipment boxes, disconnects switches, etc., which are located indoors, will be NEMA 1 rated.

All conductors will be copper (THWN/THHN or XHHW). Minimum wire size will be No. 12 AWG for power and lighting circuits. Circuit conductors will be sized based on the 60 degree C ampacity for circuits rated 100 Amps or less. All branch circuits will carry a separate green insulated equipment ground conductor, sized in accordance with NFPA 70. Isolated grounding circuits will not be provided for equipment unless specifically directed by the owner. Wiring will be routed in rigid conduit unless conditions dictate otherwise.

All exposed conduit inside the building subject to damage will be rigid steel or intermediate metal. All distribution feeders will be installed in rigid steel conduit with threaded fittings. Electrical Metallic Tubing (EMT) will be used for branch circuits in dry locations only and when contained within walls or ceilings. Minimum conduit size will be ¾ inch. All conduit penetrations through walls and floors will be sealed and fire stopped.

Flexible metal conduit will be used for connections to equipment subject to movement. Liquid-tight flexible metal conduit will be used for equipment mentioned above, in lieu of flexible conduit, in wet or damp locations. Minimum conduit size will be ¾ inch. All conduit penetrations through walls and floors will be sealed and fire stopped. All distribution feeders will be installed in rigid steel conduit with threaded fittings. Exposed conduits routed in wet, corrosive, and (if applicable) hazardous areas shall be PVC coated rigid galvanized steel. Conduits routed underground shall be rigid PVC.

At the time of the narrative, no backup power has been planned for this project.

7.6 Lighting

Lighting provided will be LED type. Lighting will be designed to support the visual tasks being performed and create comfortable and attractive luminous environments. The lighting design will also consider energy efficiency, economy of construction and ease of maintenance. The lighting system shall be designed to comply with local energy codes.

Illumination Levels and lighting calculations will be in accordance with IES recommendations. Average values are calculated at space and task specific heights. A light-loss factor of between 0.75 and 0.95 will be added to the calculations to account for degrading of light over time. Calculations shall be based on the point-to-point method.

Exterior lighting will be designed in accordance with criteria set forth by the North Carolina Building Code and will comply with NFPA 101 for requirements for exit discharge. Pole-mounted luminaires will be fully shielded or U0 rated luminaires for glare control and reducing light pollution and trespass. Building mounted lighting at entrances will include wall-mounted sign lighting, when applicable, and wall-mounted luminaires to for illuminating the exterior building surface. Lighting will be controlled with photosensors to automatically turn off lighting when sufficient daylight is available

7.7 Grounding

The grounding system for use in this project shall be provided in accordance with the NEC. The grounding system provided throughout the structures will measure no more than 5 ohms at the electrical equipment. Grounding conductors will be used to interconnect the enclosure of the electrical equipment and the grounding system. Bare copper conductors will be exothermically welded from the structural steel rebar to threaded inserts, located near the electrical equipment throughout the pier. Individual ground conductors, and/or ground bars, shall then be attached to each insert. Metal plates shall be placed under water and on the bottom of the associated body of water, at location where it is not practical to properly maintain an “onshore ground rod system”. A minimum No. 2 AWG stranded copper wire shall be used when connecting these grounding plates

7.8 Telecommunications System

Telecommunications System infrastructures such as pathways, junction boxes, pull strings, etc. will be provided as required. 1-inch conduit pathway with pull string will be used as the minimum pathway for this infrastructure. All conduit pathways will be routed to their respective Telecommunication System location.



Solid Waste Management

TO: Clarence Grier, County Manager
THROUGH: Sally Shutt, Assistant County Manager
FROM: Amanda Bader, PE, General Manager for Natural Resources
DATE: October 5, 2023
RE: Design Build Criteria for Transfer Station

A handwritten signature in blue ink, reading "Amanda Bader", is placed over the "FROM:" line of the memo.

On August 23, 2013, Session Law 2013-401, House Bill 857, was signed into law, authorizing the governmental entities to utilize the design-build delivery method for construction contracts. A governmental entity is to establish in writing the criteria used for determining the circumstances under which the design-build method is appropriate for a project. The criteria proposed is the following:

Criteria 1: The extent to which the County can adequately and thoroughly define the project requirements prior to the issuance of the request for qualifications (RFQ) for a design-builder. The design-build delivery method may be used if it is determined that, for the project, the County has professional personnel that are both qualified and experienced to thoroughly define project requirements prior to the issuance of a request for qualifications for a design-builder.

Criteria 2: The time constraints for the delivery of the project. The design-build delivery method may be used if a project has a firm date by which a facility must be operational and the normal delivery method is likely not be timely (typically RFQ, study, design, bid and construct). The size and cost of a project will dictate complexity and schedule.

Criteria 3: The ability to ensure that a quality project can be delivered. The design-build delivery method may be used if it is determined that, for the project, the County has professional and experienced personnel to ensure the design-build firm will provide a quality project within the budget constraints established by the Board. Consideration will be given to the qualifications and experience of the personnel in the Engineering & Infrastructure Department.

Criteria 4: The capability of the County to manage and oversee the project, including the availability of experienced staff or outside consultants who are experienced with the design-build method of project delivery. The design-build delivery method may be used if it is determined that, for the project, the County has professional and experienced personnel that are knowledgeable of design-build projects, or, in the alternative, experienced consultants who are available to be retained to perform the construction management of a design-build contract.

project, requirements will be imposed which will ensure that contractors will comply with the M/WBE goals.

Criteria 6: The criteria utilized by the County, including a comparison of the costs and benefits of using the design-build delivery method for a given project in lieu of the other delivery methods identified. The criteria utilized by the County when considering a design-build delivery method for a project will be as follows:

- Is the project well defined and does it include qualitative and quantitative characteristics that make a design-build contract more appropriate than other methods of delivery?
- Is the project timeline overly constrained and will it be necessary to have the project complete and operational within a short timeframe?
- Will it be necessary to have beneficial use of a portion of the project while it is under construction?
- Given the scope of the project, is there a maximum budget that must be adhered to in order to allow negotiations and flexibility to make appropriate decisions on scope as the project progresses?
- Does the design-build delivery method meet the ultimate operational goals established for a given project and the quality of product achieved as a result of a more fluid and flexible delivery method?

In general terms, if it is determined that the expected expense of a design-build project will be no more than ten percent (10%) greater than the expected expense of a traditional RFQ, study, design, bid and construct project, the design-build delivery method may be utilized.

DISCUSSION:

The Solid Waste Department has reviewed the design-build delivery method for this project. The project meets the criteria based on the following:

Criteria 1: The Cumberland County Solid Waste Department has professional personnel that are both qualified and experienced to thoroughly define the project requirements prior to the issuance of a request for qualifications for a design-builder. In addition, HDR Engineering prepared the Owner's Design Criteria that defined the project requirements in the Request for Qualifications.

Criteria 2: Ann Street Landfill is running out of space. Time is of the essence. A traditional delivery method would not be timely, as the County would have to issue an RFQ, an engineering firm perform a study, complete a design, then bid and construct the project. A design-build delivery method would

allow for the selected firm to begin their study, design and construction process upon being selected through the RFQ process.

Criteria 3: The Cumberland County Solid Waste has professional and experienced personnel to ensure that the design-build firm will provide a quality project within the budget constraints established by the Board.

Criteria 4: The Cumberland County Solid Waste Department has professional and experienced personnel that are knowledgeable of design-build projects. Should it become necessary to contract the construction management of a design-build contract, there are experienced consultants local to Cumberland County that are available.

Criteria 5: The County complies with G.S. 143-128.2, G.S. 143-128.4.

Criteria 6: The design-build process may reduce the project schedule by approximately three to six months. This has a direct benefit to the project budget. The design-build delivery method is not expected to involve any additional expense than the expected expense of a traditional RFQ, design, bid-construct project, but by reducing the timeframe of delivery, it eliminates the potential for price escalation that could occur if a traditional RFQ, design, bid-construct project was pursued. Additionally, reducing the project schedule directly impacts the remaining capacity at the Ann Street Landfill.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/3/2023

SUBJECT: ONSITE FUEL SUPPLY CONTRACT AMENDMENT FOR SOLID WASTE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

The Onsite Fuel Supply Contract for Solid Waste was awarded to Colonial Fuel & Lubricant Services, Inc. on April 16, 2018, with a two (2) year term and the option to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The contract term ended on June 30, 2023. A formal bid request Number 24-4-SW for Onsite Fuel Supply was issued and one response was received from Colonial Oil Industries on August 29, 2023. The Board of Commissioners approved awarding the bid to Colonial Oil Industries on October 2, 2023.

The contract amendment is to extend the contract term for an additional six (6) months through December 31, 2023, with a not to exceed amount of \$176,000 to cover cost for ongoing fuel supply until the new contract for IFB number 24-4-SW has been completed. Funding is available within the Solid Waste budget.

The contract amendment has undergone pre-audit and has been deemed legally sufficient by the County Legal Department.

RECOMMENDATION / PROPOSED ACTION

Staff recommend the proposed actions be placed on the October 16, 2023 Board of Commissioners meeting consent agenda:

1. Approve the contract amendment with Colonial Oil Industries, Inc.
2. Allow the Chairwoman to execute the contract on behalf of the County.

ATTACHMENTS:

Description	Type
Contract Amendment	Backup Material
Original Fuel Contract	Backup Material
BoC Approval for IFB #24-4-SW	Backup Material

STATE OF NORTH CAROLINA

AMENDMENT TO
CONTRACT 2022155

COUNTY OF CUMBERLAND

This amendment to extend Contract 2022155 by and between **Colonial Oil Industries, Inc.** ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY wish to amend the contract.

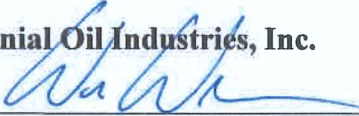
NOW, THEREFORE, the CONTRACTOR and the COUNTY agree as follows:

1. Effective July 1, 2023 the COUNTY and the CONTRACTOR mutually agree that the contract term will be extended an additional six (6) month term, to December 31, 2023.
2. Effective July 1, 2023 the COUNTY and the CONTRACTOR mutually agree that the total amount of the contract for fiscal year 2024, July 1, 2023 to December 31, 2023, shall not exceed ONE HUNDRED SEVENTY SIX THOUSAND DOLLARS AND ZERO CENTS (\$176,000.00).
3. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

IN AGREEMENT hereto, the parties intending to be bound hereby have authorized the affixing of their signatures and seals by their duly authorized officers on their behalf and as their respective acts.

This the 30 day of August, 2023.

Colonial Oil Industries, Inc.


Name: Wes Wrenn
Title: Account Manager

County of Cumberland

Dr. Toni Stewart
Chairwoman to the Board of Commissioners

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

Approved for Legal Sufficiency upon formal execution by all parties:

BY: 
Finance Director

BY:  9/10/23
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

THIS AGREEMENT, hereinafter referred to as the Onsite Fuel Agreement, entered into the 1st day of ~~January~~ ^{July} 2019 by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, AND Colonial Fuel & Lubricant Services, Inc., hereinafter referred to as CONTRACTOR.

WHEREAS, the County has a need for onsite fuel tanks and fuel delivery services; and

WHEREAS, the County issued an IFB, included as *Attachment A* and incorporated herein by reference, to solicit onsite fuel services; and

WHEREAS the County has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the CONTRACTOR, that CONTRACTOR can provide onsite fuel tanks and fuel delivery services to the County of Cumberland; and

NOW THEREFORE, the County does hereby agree to enter into a contract with the CONTRACTOR.

CONTRACT TERMS AND CONDITIONS

1. IRAN DIVESTMENT ACT

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

2. E-VERIFY

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

3. CONTRACT CHANGES

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

4. CONTRACT TERM

The Contract shall end June 30, 2020 with the option to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. Contractor shall provide maintenance of the tanks, pumps, and appurtenances. Tanks shall be painted and cleaned on a five year rotation.

5. PRICING

Bid price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative

and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this IFB.

- For FY 2020, the contract shall not exceed \$475,000.
- For FY 2021, the contract shall not exceed \$475,000.

6. INVOICES

Invoices must be submitted to the following address:

Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301

Any applicable taxes shall be invoiced as a separate item.

Invoices must be submitted on a monthly basis.

7. PAYMENT TERMS

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

8. FINANCIAL STABILITY

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

9. INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits **(Vendors may propose alternative insurance requirements. Acceptance of any insurance**

requirement changes will be at the discretion of the County and must be pre-authorized by the County's Risk Management Coordinator):

Professional Liability Insurance: Contractor shall maintain in force for the duration of this contract professional liability or errors and omissions liability insurance appropriate to the contractor's profession. Coverage as required in this paragraph shall apply to liability for a professional error, act, or omission arising out of the scope of the contractor's services as defined in this contract. Coverage shall be written subject to limits of not less than \$1,000,000 per loss.

Commercial General Liability: Contractor shall maintain Commercial General Liability and if necessary Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit.

County of Cumberland, its officers, officials, agents, and employees are to be covered as additional insureds under the CGL by endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor, premises owned, leased or used by the contractor; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to Cumberland County, its officers, officials, agents and employees.

Workers' Compensation and Employer's Liability: Contractor shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance. The Employer's Liability shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease and \$500,000 policy limit.

Business Auto Liability: Contractor shall maintain Business Auto Liability and if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. The Contractor shall furnish Cumberland County with a certificate of insurance, executed by a duly authorized representative of each insurer showing compliance with the insurance requirements prior to commencing the work and upon renewal or replacement of each certified coverage throughout the term of this contract. Evidence of additional insured status shall be noted on the certificate of insurance.

10. GENERAL INDEMNITY

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

the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.

Had any civil judgments against Vendor during the three (3) years preceding submission of its Bid herein or a Statement that there are none.

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

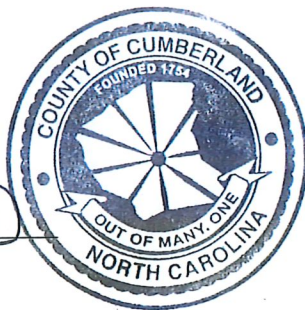
The County may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the County may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attest

BY:

Witness

Carolee M. White



County Of Cumberland

Jeannette Council

Chairman To The Board Of
County Commissioners

Attest

BY:

Witness

Sheldon Barney

Colonial Fuel & Lubricant Services, Inc.

Les Wrenn ACCOUNT MANAGER
(title)

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

BY:

Finance Director

Wicki Evans

Approved for Legal Sufficiency:

BY:

County Attorney's Office

Shelley D. Jones

CONTRACT # 2020207

**ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
OCTOBER 2, 2023
9:00 AM**

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE -

RECOGNITION

Nonprofit Fiscal Recovery Assistance Program Award Recipients

THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS AUTHORIZED THE CREATION OF THE CUMBERLAND COUNTY NONPROFIT FISCAL RECOVERY ASSISTANT PROGRAM TO ALLOW NONPROFIT ORGANIZATIONS THAT PERFORM A "PUBLIC PURPOSE" TO APPLY FOR UP TO \$50,000 IN DIRECT ASSISTANCE TO REIMBURSE QUALIFYING ORGANIZATION EXPENSES. THE PROGRAM WAS FUNDED USING A PORTION OF CUMBERLAND COUNTY'S AMERICAN RESCUE PLAN ACT (ARPA) ALLOCATION.

IN TOTAL THE BOARD OF COMMISSIONERS APPROVED NEARLY \$1.7 MILLION IN FUNDING FOR 39 NONPROFIT ORGANIZATIONS.

- ARTS COUNCIL OF FAYETTEVILLE/CUMBERLAND COUNTY
- BEAVER DAM VOLUNTEER FIRE DEPARTMENT
- BETTER HEALTH OF CUMBERLAND COUNTY
- BOYS AND GIRLS CLUB OF CUMBERLAND COUNTY
- CAPE FEAR BOTANICAL GARDEN
- THE CAPE FEAR REGIONAL THEATRE AT FAYETTEVILLE INC.
- CAROLINA COLLABORATIVE COMMUNITY CARE, INC.
- COMMUNITY BASED DEVELOPMENTAL SERVICES
- COMMUNITY HEALTH INTERVENTIONS, INC.
- CONNECTIONS OF CUMBERLAND COUNTY
- COTTON VOLUNTEER FIRE DEPARTMENT, INC.
- CUMBERLAND COUNTY COORDINATING COUNCIL ON OLDER ADULTS, INC.
- CUMBERLAND HEALTHNET
- CUMBERLAND RESIDENTIAL & EMPLOYMENT SERVICES & TRAINING (CREST)
- CUMBERLAND ROAD VOLUNTEER FIRE DEPARTMENT, INC.
- EMPLOYMENT SOURCE DBS SERVICESOURCE
- THE ENCLAVE
- FAYETTEVILLE ANIMAL PROTECTION SOCIETY
- FAYETTEVILLE URBAN MINISTRY, INC.
- FIRST BAPTIST CHURCH
- FRESH INNOVATIONS MENTORING AND RESOURCES, INC.
- GATE BEAUTIFUL
- GLOBAL COVENANT, INC.
- GRAY'S CREEK FIRE DEPARTMENT 24
- KINGDOM COMMUNITY DEVELOPMENT CORPORATION
- MEETING GROUND OF CHRIST JESUS OUTREACH AND DELIVERANCE MINISTRIES, INC.
- MILLER'S CREW
- NEW LIFE IN CHRIST MINISTRIES, INC.
- PARTNERSHIP FOR CHILDREN OF CUMBERLAND COUNTY, INC.
- RAPE CRISIS VOLUNTEERS OF CUMBERLAND COUNTY, INC.
- RIGHTEOUS GUIDE MINISTRY
- THE SCHOOL OF HOPE
- SSG JAMES B DENNIS VFW POST 6018
- SPRING LAKE FAMILY SUPPORT SERVICES
- STONEY POINT FIRE DEPARTMENT, INC.
- SUSTAINABLE SANDHILLS
- UNITED WAY OF CUMBERLAND COUNTY
- THE TULSA INITIATIVE, INC.
- VISION RESOURCE CENTER
- WESTAREA VOLUNTEER FIRE DEPARTMENT

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

A. Approval of Formal Bid Award for Onsite Fuel Supply

Approved

- Approved B. Approval of Formal Bid Award and Stand-By Contract for Disaster Consulting Services
- Approved C. Approval of Formal Bid Award and Stand-By Contract for Disaster Debris Monitoring Services
- Approved D. Approval of FY2023-2024 JCPC Unallocated Funding
- Approved E. Approval to Pay Prior Year Invoices
- Approved F. Approval of Proclamation Recognizing October 2023 as Breast Cancer Awareness Month in Cumberland County
- Approved G. Approval of Proclamation Recognizing October 2023 as Global Diversity Awareness Month in Cumberland County
- Approved H. Approval of Budget Ordinance Amendments for the October 2, 2023 Board of Commissioners' Agenda

3. ITEMS OF BUSINESS **There are No Items of Business for this Meeting**

4. NOMINATIONS

 A. Cemetery Commission (1 Vacancy)

NOMINEE:

WILLIAM BULLA

5. APPOINTMENTS ** There are No Appointments for this Meeting**

6. CLOSED SESSION: If Needed

ADJOURN

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

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



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 2, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 9/20/2023

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR ONSITE FUEL SUPPLY

BACKGROUND

Funds in the amount of \$327,500 were appropriated in the fiscal year 2024 Solid Waste budget for onsite fuel supply. Solid Waste utilizes a volume of approximately 175,000 gallons of off-road diesel fuel annually to operate the Ann Street and Wilkes Road sites. The Ann Street Landfill requires an 8,000-gallon, 2,000-gallon, 500-gallon, and 200-gallon double wall tank and the Wilkes Road Processing Facility requires two 2,000-gallon double wall tanks that must be provided by the vendor.

A formal bid request was issued, which included a mandatory site visit. Two vendors attended the site visit, but only one bid was received. Colonial Oil Industries, Inc. holds the current contract and was the only vendor to submit a bid.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-4-SW to Colonial Oil Industries, Inc. based on lowest, responsive, responsible bidder standard of award.

ATTACHMENTS:

Description	Type
Bid Award Request Form	Backup Material
Bid Tab Summary	Backup Material



CUMBERLAND COUNTY

NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 9/12/23 Department: SOLID WASTE

Bid Description (If additional space necessary, may attach a separate sheet): ONSITE FUEL SUPPLY FOR SOLID WASTE OPERATIONS.

Amount of Bid Award (or estimated contract amount): \$327,500 (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.) (remainder of FY24 amount)

Budgeted Amount for Project: \$327,500.00 Original Budget (Y/N): Y or Budget Revision #: _____

Budget Line: Org. _____ Object Code: _____ Project Code: _____

6254606-522140 - \$196,500.00
6254607-522140 - \$ 98,250.00
6254608-522140 - \$ 32,750.00

Department Bid Award Recommendation (specify the vendor):

COLONIAL OIL INDUSTRIES, INC.

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

TWO VENDORS ATTENDED MANDATORY SITE VISIT, BUT ONLY ONE SUBMITTED A BID.
COLONIAL OIL INDUSTRIES, INC. IS THE RESPONDENT TO IFB.

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? NA If so, which committee? _____ on what date? _____ (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: Amanda L. Fisher
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Vicki Evans Date: 9/19/23
Finance Director (Please see question below)

Clayton Davis Date: 9/19/23
County Manager (Please see question below)

Should this bid be submitted to the Agenda Session?
Yes _____ No _____

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

Jessica Hukker Date: 9/19/23
County Purchasing Manager

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ☒
DOA CHECKED ☒
IRAN CHECKED ☒



Cumberland County Finance Department
Purchasing Division

Bid Tab Summary
IFB #24-4-SW ONSITE FUEL SUPPLY

Bid Due Date: September 1, 2023 at 2:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Executed Proposal Response	1 Photo copy	1 Electronic Copy on a Flash Drive	Attachment B	Attachment C	Attachment D	References	Proposed Cost - Fayetteville OPIS Average Plus Fee				Comments
											Per Gallon				
											Ultra Low Sulfur Diesel Fuel (ULSD) Dyed Red 15 ppm	Ultra Low Sulfur Diesel Fuel (ULSD) Highway Use	Unleaded 87 E-10	Diesel Exhaust Fluid	
Colonial Oil Industries, Inc.	8/29/23	11:15 AM	✓	✓	✓	✓	✓	✓	✓	✓	\$0.10 per gallon	\$0.10 per gallon	\$0.15 per gallon	\$0.50 per gallon	Responsive



SOLID WASTE MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/4/2023

SUBJECT: FORMER CLIFFDALE LANDFILL PARTICIPATION IN NCDEQ PRE-REGULATORY LANDFILL PROGRAM

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA L. BADER, PE, GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

The Pre-Regulatory Landfill (PRLF) program is administered by the N.C. Department of Environmental Quality Division of Waste Management. This program addresses old unregulated landfills. NCDEQ has selected the former Cliffdale landfill at 7581 Lowell Harris Road as a priority site for the program after an initial site review conducted in July 2023.

There are two phases to this program. The first phase includes a remediation investigation, which will include mapping of the site and contaminant delineation. This information will be used to develop a Remedial Action Plan that will include a public comment period, recommendations for Land-Use Restrictions, and stabilization for the site.

This program is funded by the Solid Waste Excise Tax at no additional cost to the County.

The landfill remedial investigation has been requested by the PRLF unit to investigate the potential presence of hazardous substances, pollutants, or contaminants resulting from past operations. The remedial investigation

and action plan cannot be performed without completion of the following forms: (1) Property Access Consent; (2) Owner Approval of Erosion Control Plans; (3) Property Owner Consent to Land-Use Restrictions; (4) US Army Corps of Engineers Property Access Authorization. These forms are attached for execution. The completion of the remedial action can take several years.

RECOMMENDATION / PROPOSED ACTION

County Management and Staff recommend placing the actions below on the October 16, 2023 Board of Commissioners meeting consent agenda:

1. Approve the commencement of Site Investigation and Remedial Action Plan for the Cliffdale Pre-Regulatory Landfill.
2. Allow the Chairwoman to execute the attached consent agreements on behalf of the County.

ATTACHMENTS:

Description	Type
Landfill Investigation Documents	Backup Material
Initial Site Visit Report	Backup Material
Guidelines for Addressing Pre-Regulatory Landfills and Dumps	Backup Material

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

MICHAEL SCOTT

Director



NORTH CAROLINA
Environmental Quality

URGENT MATTER – PROMPT REPLY REQUESTED

July 19, 2023

Cumberland County
PO Box 449
Fayetteville, NC 28302

Re: Landfill Investigation Located at 7581 Lowell Harris Road
PINs 9487-30-5518 and 9487-40-6015
Fayetteville, Cumberland County, NC
Cumberland County/Cliffdale LF
Landfill ID #NCD980502900

Dear Property Owner:

The North Carolina Division of Waste Management (Division) is investigating the presence of hazardous substances, pollutants or contaminants resulting from past operations of the old unregulated landfill listed above. The Division has a program to address old unregulated landfill sites called the Pre-Regulatory Landfill Program (PRLF). The PRLF uses independent contractors to investigate and remediate any contamination related to the pre-regulatory landfills. The PRLF's contractor for this project is S&ME, Inc.. To assist in this investigation, the PRLF is requesting that you grant access to your property to allow S&ME, Inc. to conduct additional assessment activities. Please find an attached Property Access Consent for your signature and an Information Page for more details on the PRLF.

Since site activities cannot be performed without completion of this form, the PRLF would appreciate your prompt return of the form to:

Tom Raymond
S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616

If you have any questions regarding the status of site activities, please do not hesitate to contact the PRLF's approved contractor for this project, Tom Raymond with S&ME, Inc., at traymond@smeinc.com or 919-954-6229. If you still have questions after contacting Mr. Raymond



North Carolina Department of Environmental Quality | Division of Waste Management
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646
919.707.8200

with S&ME, Inc., please contact the PRLF Program Project Manager, Ms. Analee Thornburg at analee.thornburg@deq.nc.gov or (919) 707-8227.

Thank you for your cooperation.

Enclosures: Property Access Consent
 Information Page
 Owner Approval of Erosion Control Plans (NCGS 113A-54.1)
 Property Owner Consent to Land-Use Restrictions
 U.S. Army Corps of Engineers Property Access Authorization



North Carolina Department of Environmental Quality | Division of Waste Management
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646
919.707.8200



PROPERTY ACCESS CONSENT

This document may not be modified without the Program's approval. If you have questions on how to fill out this form or about the activities at this site, please call the Pre-Regulatory Landfill (PRLF) Program's contractor for this project, Tom Raymond with S&ME, Inc. at traymond@smeinc.com or 919-954-6229. If you still have questions after contacting Tom Raymond with S&ME, Inc., please contact the PRLF project manager, Analee Thornburg at analee.thornburg@ncdeq.nc.gov or 919-707-8227.

For PRLF Use Only
PRLF ID No.
NCD980502900

Please Print

(Name of Property Owner or Tenant in Residence)

(Street Number and Street Name of Property)

(City or Town in Which Property Is Located) / (County in Which Property is Located) / (Zip Code)

I voluntarily consent to the Division of Waste Management (Division) and its independent contractors (contractors) entering and having continued access to my property for the following purposes:

- (1) Conduct an environmental investigation to evaluate potential public health and environmental hazards resulting from past operations of an old unregulated landfill;
- (2) If necessary, abate or control hazards posed by wastes and contaminated material by implementing a remedial action plan;
- (3) Taking soil, groundwater, surface water and/or air samples as may be necessary;
- (4) Taking other actions related to the investigation of surface or subsurface conditions;
- (5) Taking response actions necessary to mitigate any threat to human health or the environment.

Other conditions:



- (1) The Division and its contractors shall attempt to perform any activities at the Property in a manner that minimizes interference with use of the Property.
- (2) On conclusion of all activities, the Division and its contractors shall properly abandon monitoring wells in accordance with applicable laws and regulations, unless other arrangements are agreed to by the Property Owner.
- (3) The Division or its contractors will make reasonable attempts to notify the Property Owner at least 48 hours prior to entering the Property for any purpose. In situations that the Division determines to be of an emergency nature, the Division or its contractors shall have immediate access to the property.
- (4) Property Owner shall not willingly destroy, damage, remove, pave over or cover any monitoring wells at the site without prior consent of the Division.

By signing this consent document, I acknowledge that I am the legal property owner or tenant in residence that has the authority to allow this work on the property and have contacted all tenants (if there are tenants) occupying the property and all tenants agree to the conditions of this "Property Access Consent".

(Signature of Property Owner or Tenant in Residence)

(Date)

(Telephone Number for Property Owner or Tenant in Residence for scheduling work/notification)

(Email Address for Property Owner or Tenant in Residence if you prefer to be contacted via email)

Please return form to:

**Tom Raymond
S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616**

Or via email to: traymond@smeinc.com



North Carolina Department of Environmental Quality | Division of Waste Management
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646
919.707.8200

Pre-Regulatory Landfill (PRLF) Program

Before 1983, solid and hazardous waste regulations were almost non-existent. The General Assembly authorized the Pre-Regulatory Landfill Program in 2007 to identify, assess, and mitigate risks posed by pre-1983 landfills.

Statutory Authority: G.S. 130A-310.6

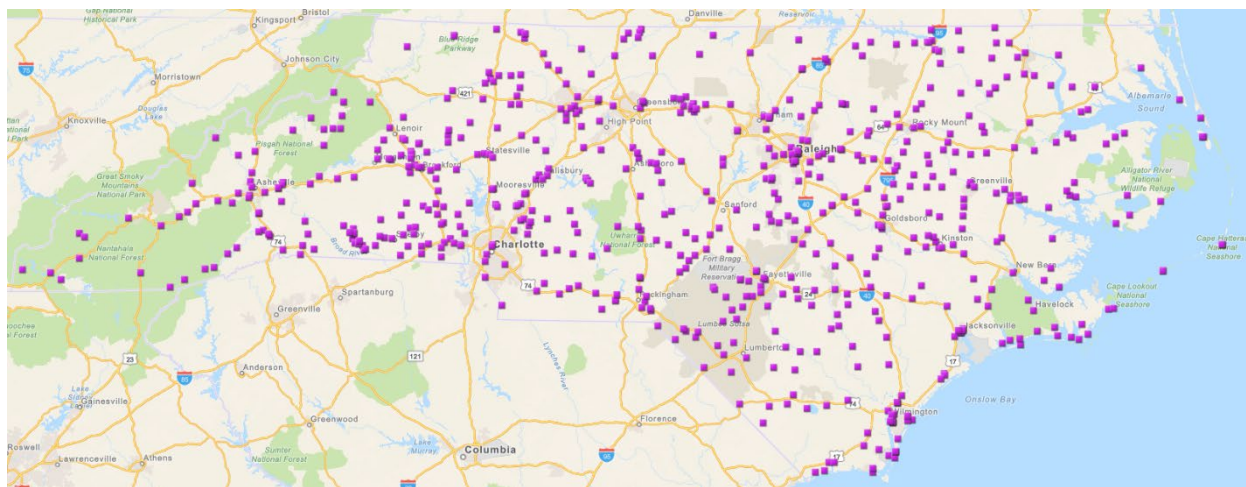
By statute, the PRLF Program only applies to municipal solid waste sites that ceased adding waste before 1983.

About the Program:

- Since 2009, \$1/ton of a state-wide disposal tax is allocated to DEQ to manage engineering contractors that locate the sites, determine property and surrounding uses, and identify water supply wells and other routes of potential exposure.
- A risk-based approach is used to prioritize sites.
- Successful reuse of PRLF properties include several parks, business, and a charter school.
- Cleanups have allowed residential development of adjacent properties.
- A pilot study is currently underway to determine if increased privatization of the cleanup would increase efficiency and reduce costs.
- Staff have developed an inventory and prioritization system, collected GIS location information, and made all site records available online.

By the Numbers

- **681** unregulated, unlined, and/or uncovered PRLFs have been identified to date.
- **90** sites currently undergoing remediation.
- **25** sites have been fully remediated.
- **\$1,787,919** – average remediation cost per site.
- **82%** of sites are wholly or partially owned by private parties.
- **50%** of sites have multiple owners.
- **2,000,000** cubic yards and **124** acres of hazardous and solid waste are now secured.
- **1,115** water supply wells sampled.
- **21** homes provided with alternate water supplies.



Pre-Regulatory Landfill Sites in North Carolina

Risk Posed by PRLFs

- Could contain hazardous wastes, medical wastes, and/or asbestos-containing materials.
- Contaminated soils and hazardous materials could be exposed.
- Hazardous vapors from contaminated groundwater and waste can migrate to homes, schools or businesses.
- Contaminated groundwater and eroding waste gets discharged to creeks.
- 80% of sites have residences, schools, churches, day cares, parks, and/or drinking water sources on or within 1,000 feet.
- Groundwater contamination has affected or could affect drinking water supplies.
- Could contain explosive levels of methane.
- Contaminated soils, hazardous wastes, and asbestos-containing materials can and have been taken and used as fill at other properties.

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
MICHAEL SCOTT
Director



Owner Approval of Erosion Control Plans (NCGS 113A-54.1)

Cumberland County
7581 Lowell Harris Road
PINs 9487-30-5518 and 9487-40-6015
Fayetteville, Cumberland County, NC
Cumberland County/Cliffdale LF
Landfill ID #NCD980502900

I/We own the above referenced property.

I/We hereby grant permission to the North Carolina Division of Waste Management (Division) and the Division's independent contractor (S&ME, Inc.) to submit a draft erosion and sedimentation control plan and to conduct land-disturbing activities on my/our property in accordance with NCGS 113A-54.1 (Approval of Erosion Control Plans).

Print _____
Name of Property Owner/Corporation (Print)

Signature _____
Name of Property Owner/Corporation (Signature)

Date _____

Email address _____

Phone number _____

Please return form to:

**Tom Raymond
S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616**

Or via email to: traymond@smeinc.com



North Carolina Department of Environmental Quality | Division of Waste Management
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646
919.707.8200

ROY COOPER
Governor
ELIZABETH S. BISER
Secretary
MICHAEL SCOTT
Director



Property Owner Consent to Land-Use Restrictions

Cumberland County, owner of real property located at 7581 Lowell Harris Road (PINs 9487-30-5518 and 9487-40-6015), Fayetteville, Cumberland County, North Carolina ("Property"), hereby states that it is agreeable to the imposition of Land-Use Restrictions ("Restrictions") on the Property partially or completely in lieu of remediation of hazardous substances to unrestricted-use levels. Said corporation understands that it may refuse to consent upon review of the specific Restrictions proposed for the Property.

<check the boxes that apply>

☐

The corporation holds fee simple title to the Property free, clear and unencumbered;

[or]

☐

There are non-financial encumbrances (utility easements, greenways, lease agreements, land-use restrictions, etc.) on the property. I have provided to the Superfund Section the names of all other persons that own an interest in or hold an encumbrance on the Property (Attachment A) and have notified such persons of my intention to record Restrictions on the Property;

and, [if applicable]

☐

I understand that if other interest in, or encumbrances on, the Property conflict with the proposed Restrictions, the persons who own such interests or hold such encumbrances must agree to subordinate such interest or encumbrances to the Restrictions. The subordination agreement[s] is [are] included as Attachment B.

Signature of Corporation Representative

Signatory's name typed or printed

Title

Please return form to:
Tom Raymond
S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616

Or via email to: traymond@smeinc.com



North Carolina Department of Environmental Quality | Division of Waste Management
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646
919.707.8200

ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

MICHAEL SCOTT

Director



NORTH CAROLINA
Environmental Quality

U.S. Army Corps of Engineers Property Access Authorization

Cumberland County
7581 Lowell Harris Road
PINs 9487-30-5518 and 9487-40-6015
Fayetteville, Cumberland County, NC
Cumberland County/Cliffdale LF
Landfill ID #NCD980502900

I/We hereby grant permission to the U.S. Army Corps of Engineers to access my/our property to conduct a wetland jurisdictional determination located at 7581 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina (PINs 9487-30-5518 and 9487-40-6015) and;

Provide results of the study to the Division of Waste Management, Pre-Regulatory Landfill Program and its independent contractor.

Print

Name of Property Owner/Corporation (Print)

Signature

Name of Property Owner/Corporation (Signature)

Date

Please return form to:

**Tom Raymond
S&ME, Inc.
3201 Spring Forest Road
Raleigh, NC 27616**

Or via email to: traymond@smeinc.com



North Carolina Department of Environmental Quality | Division of Waste Management
217 West Jones Street | 1646 Mail Service Center | Raleigh, North Carolina 27699-1646
919.707.8200



July 17, 2023

North Carolina Department of Environmental Quality
Division of Waste Management – Special Remediation Branch
Pre-Regulatory Landfill Unit
1646 Mail Service Center
Raleigh, NC 27699-1646

Attention: Ms. Analee Thornburg
Hydrogeologist

via email: analee.thornburg@ncdenr.gov

Reference: **Remedial Investigation – Initial Site Visit Summary Report
Cumberland County/Cliffdale LF**
7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina
NCDEQ ID No. NCD980502900
NCDEQ Task Order 2900SV-1A
S&ME Project No. 23050459

Dear Ms. Thornburg:

S&ME, Inc. (S&ME) is submitting this letter report summarizing the site visit that was conducted at the above-referenced site in Fayetteville, North Carolina. S&ME completed this site investigation in general conformance with S&ME Proposal No. 23050459, dated June 6, 2023, for Task Order 2900SV-1 and Cost Adjustment 2900SV-1A, dated June 22, 2023, and under the terms of Contract Number N42621-B, dated January 4, 2022, between NCDEQ and S&ME.

Please call us at 919-872-2660 with any questions or comments.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink, appearing to read 'G. Paul'.

Gerald Paul
Senior Project Manager
jpaul@smeinc.com

A handwritten signature in black ink, appearing to read 'Thomas P. Raymond'.

Thomas P. Raymond, P.E., P.M.P.
Senior Engineer
traymond@smeinc.com

Attachment: Remedial Investigation – Initial Site Visit Summary Report



Table of Contents

1.0	Summary of Current Investigation	1
2.0	Initial Site Visit Findings	1
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List of Figures

Figure 1 – Site Map

Appendices

Appendix I – Site Photographs



1.0 Summary of Current Investigation

S&ME conducted an initial site inspection of the Cumberland County/Cliffdale LF under the direction of NCDEQ. S&ME completed the site visit in general conformance with S&ME proposal No. 23050459, dated June 6, 2023, for Task Order 2900SV-1 and Cost Adjustment 2900SV-1A, dated June 22, 2023, and under the terms of Contract Number N42621-B, dated January 4, 2022, between NCDEQ and S&ME.

2.0 Initial Site Visit Findings

On June 14, 2023, S&ME personnel conducted a site visit of the Cumberland County/Cliffdale LF. S&ME was escorted onto the property by Mr. Dave Roberts (Maintenance Supervisor, Cumberland County – Solid Waste Management). Mr. Roberts provided access to the two parcels (Parcel Identification Numbers 9487-30-5518 and 9487-40-6015) that make up the former Cumberland County/Cliffdale LF. The first parcel (9487-30-5518) spans approximately 41.50 acres and includes the former Cumberland County Transfer Station and undeveloped wooded area located just beyond the transfer station to the east. The second parcel (9487-40-6015) spans approximately 18.54 acres of undeveloped wooded area located to the east of the first parcel. The landfill is currently partially covered by a small road leading to the former Cumberland County Transfer Station. The extents of the waste disposal area are not known at this time. The former Cumberland County Transfer Station is no longer in operation. During the site visit, S&ME personnel located several landfill gas vents and the remnants of the former landfill gas collection system and flare. The system was non-operational and was in a state of disrepair. A more detailed description of the Cumberland County/Cliffdale LF is indicated below. A site map indicating the noted items below is included as **Figure 1**. A photographic log is included as **Attachment I**.

The following items were noted during the initial site visit:

Site Security – Site Access

A chain link perimeter fence surrounds former Cumberland County Transfer Station, and a locked gate is located at the entrance to the facility. While the site is relatively secure, there are sections of the fence along the back of the property that are not secure and there are access points that can be used to access the property.

Standing Water, Drainage and Wetlands

Several areas of lower topography (possibly caused by landfill waste settlement), standing water and wetland vegetation were noted throughout the facility. These areas have not been delineated by a Professional Wetland Scientist or confirmed by the Army Corps of Engineers.

In addition to the greater landfill property, S&ME specifically investigated the drainage ditch that runs along the property beside 7588 Lowell Harris Road. The ditch appears to be located on the Cumberland County property. Clearing and grubbing of this area has been recently completed by Cumberland County. While most of the cleared vegetation was removed from the drainage feature, several large roots and branches remain in the open swale. The side slopes of the western side of the drainage ditch have been



disturbed. It was also noted that the drainage ditch may be deeper in several areas near the road that do not allow for proper drainage. The site has positive runoff, but the ditch is deeper by near the entrance to the landfill holds water. No exposed waste was noted in the ditch banks. A few bricks and inert debris were noted in the base of the drainage ditch but did not appear to be from the former landfill. See the attached photographic log (**Attachment I**) for additional documentation.

Tree Removal

As previously discussed, Cumberland County recently conducted clearing of vegetation and trees along the property line (on county property) and drainage ditch located at 7588 Lowell Harris Road. Debris is visible in the ditch and in the cleared area on top of the slope of the drainage ditch. It appears that some sediment from the grubbing and clearing had settled into the base of the drainage feature that may be resulting in some of the drainage issues that were previously noted by the concerned resident. Excess soil, pine straw and tree branches were present along the base of the drainage ditch. No indications of pre-regulatory landfill waste were noted.

Soil Cover

No exposed waste was noted during the investigation. Surface debris was found at various locations across the facility but appeared to be associated with post 1983 disposal activities and not part of the original landfill closure.

As we were being escorted around the site by Mr. Roberts, two perimeter wells were located. The wells did not have information tags or construction information. One of the perimeter wells was located directly adjacent to the above-mentioned drainage ditch. S&ME personnel utilized a GEM 5000 landfill gas meter to screen the well for the presence of landfill gases (methane, hydrogen carbon dioxide, and carbon monoxide). No landfill gases were measured in the perimeter well. In addition, S&ME collected a reading from the base of the drainage ditch in an area without standing water. No landfill gases were measured at that location. See the attached photographic log (**Attachment I**) for additional documentation.

Landfill Gas Collection System

During the investigation S&ME personnel located the remnants of the former landfill gas collection system. A landfill gas blower and flare were located within a fenced in area to the south of the Former Transfer Station. The system and its ancillary components were in a state of disrepair. S&ME also identified several landfill gas vents that are believed to be related to the former landfill gas collection system. S&ME personnel utilized a GEM 5000 landfill gas meter to screen several of the located gas vents for the presence of landfill gases. No landfill gases were measured in any of the identified gas vents.

3.0 Sole Use Statement

This report is solely intended for use by NCDEQ for the services that were performed in accordance with S&ME's Proposal No. 23050459, dated June 6, 2023, and Cost Adjustment January 6, 2022, as authorized by NCDEQ Task Order 2900SV-1 and 2900SV-1A.



4.0 Certification Acknowledgement

"I certify that to the best of my knowledge, after thorough investigation, the information contained in or accompanying this certification is true, accurate, and complete."

Gerald Paul/ S&ME, Inc.

Name of Environmental Consultant / Company

Signature of Environmental Consultant

July 17, 2023

Date

I, Gail L. Kluever, a Notary Public of said County and State, do hereby certify that
Gerald Paul did personally appear and sign before me this day, produced proper
identification in the form of Personally Known, was duly sworn or affirmed, and declared that, he or
she is the duly authorized environmental consultant referenced above and that, to the best of his or her
knowledge and belief, after thorough investigation, the information contained in the above certification is
true and accurate, and he or she then signed this Certification in my presence.

WITNESS my hand and official seal this 17th day of July, 2023.

Notary Public (signature)

My commission expires: 7/26/2026

(OFFICIAL SEAL)



Figures

Drawing Path: T:\Ra\alg\1-10500-Projects\2023\23050455 NCD-50 LF Cumberland County - Cliffdale LF 7583 Lowell Harris Rd, Fayetteville, NC 28314\ENV\GIS\Site Map.mxd plotted by jmbry 07-12-2023



NOTE:
WETLANDS HAVE NOT BEEN CONFIRMED BY A PROFESSIONAL WETLAND SCIENTIST OR CONFIRMED BY THE ARMY CORPS OF ENGINEERS.

REFERENCE:
GIS BASE LAYERS WERE OBTAINED FROM THE LATEST NCONEMAP ORTHOIMAGERY LAYER AND 2007 LIDAR CONTOUR DATASET. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. ALL FEATURE LOCATIONS DISPLAYED ARE APPROXIMATED. THEY ARE NOT BASED ON CIVIL SURVEY INFORMATION, UNLESS STATED OTHERWISE.



SITE MAP

CUMBERLAND COUNTY/ CLIFFDALE LF
7583 LOWELL HARRIS ROAD, FAYETTEVILLE, NORTH CAROLINA
NCDEQ SITE ID: NCD980502900 - Task Order 2900SV-1A

SCALE:
1" = 350'
DATE:
7-12-23
PROJECT NUMBER
23050459

FIGURE NO.

1

Appendices

Appendix I - Photographs


Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



			Date: 6/14/2023
			Photographer: Gerald Paul
1	Location	Entry gate of the facility	
	Remarks	Gate was locked and clearly marked.	

			Date: 6/14/2023
			Photographer: Gerald Paul
2	Location	Landfill Perimeter – Western boundary	
	Remarks	Landfill warning sign.	

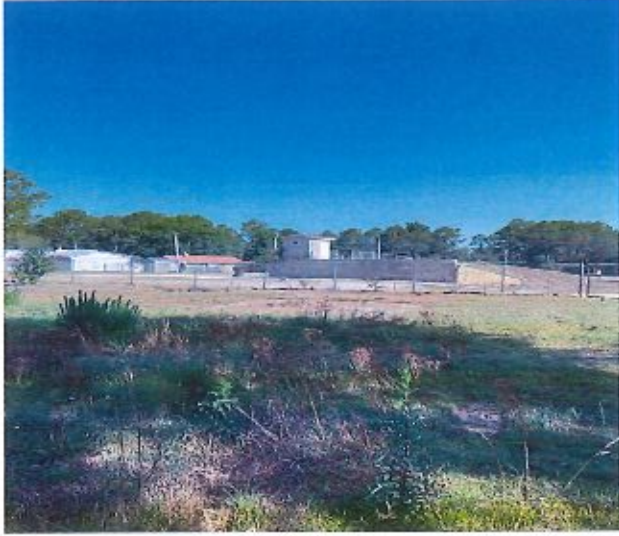
Cumberland County/Cliffdale LF

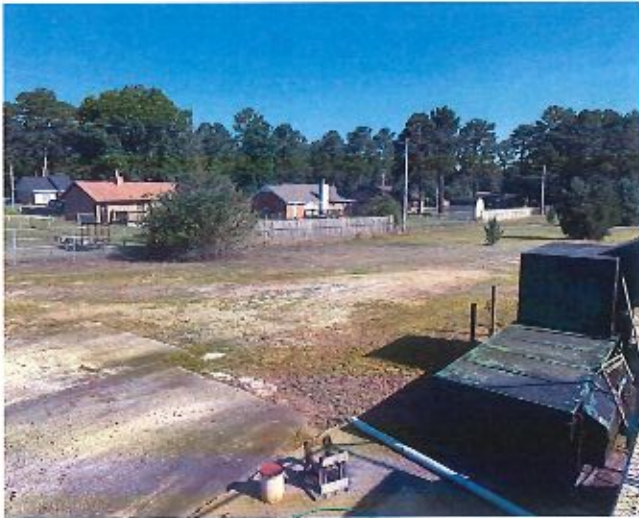
NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



3		Date: 6/14/2023
	Photographer: Gerald Paul	
	Location	Former Transfer Station – Old Landfill
	Remarks	Perimeter fence along the landfill side of the property.

4		Date: 6/14/2023
	Photographer: Gerald Paul	
	Location	Former Transfer Station – Old Landfill
	Remarks	Perimeter fence along the adjoining neighborhood.


Cumberland County/Cliffdale LF

NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



			Date: 6/14/2023
			Photographer: Gerald Paul
5	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	

			Date: 6/14/2023
			Photographer: Gerald Paul
6	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	


Cumberland County/Cliffdale LF

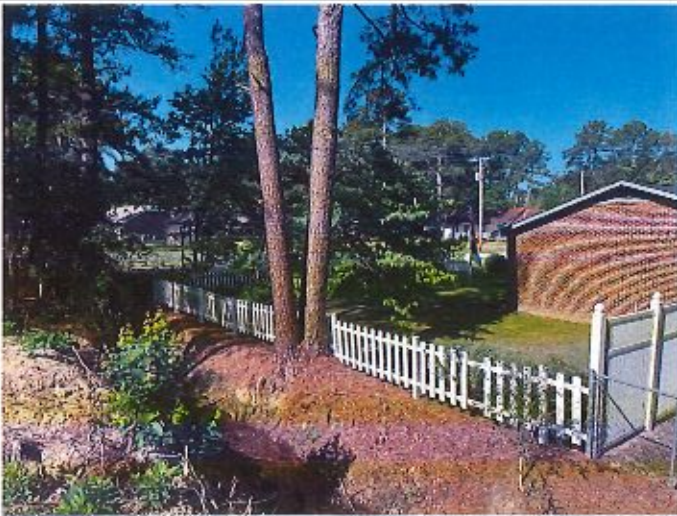
NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



7			Date: 6/14/2023
			Photographer: Gerald Paul
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	

8			Date: 6/14/2023
			Photographer: Gerald Paul
	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Standing water and vegetative debris in the ditch. No indications of exposed waste.	


Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



9			Date: 6/14/2023
	Photographer: Gerald Paul		
9	Location	Cumberland County-Cliffdale LF Side of Drainage Ditch	
	Remarks	Downed trees and other vegetative debris located along the top of the drainage channel.	

10			Date: 6/14/2023
	Photographer: Gerald Paul		
10	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	
	Remarks	Eroded streambank from vegetation removal. Some inert debris was identified, but no exposed waste was noted.	

NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



11	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	Photographer: Gerald Paul Date: 6/14/2023
	Remarks	Eroded streambank from vegetation removal. Some inert debris was identified, but no exposed waste was noted.	
12	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)	Photographer: Gerald Paul Date: 6/14/2023
	Remarks	Eroded streambank from vegetation removal. Some inert debris was identified, but no exposed waste was noted.	

Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



		Date: 6/14/2023
		Photographer: Gerald Paul
13	Location	Drainage Ditch Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)
	Remarks	Unidentified perimeter well located and screened for landfill gasses. No landfill gasses were detected.

		Date: 6/14/2023
		Photographer: Gerald Paul
14	Location	Near Entrance of the Facility (Adjacent to 7588 Lowell Harris Rd)
	Remarks	Unidentified perimeter well located and screened for landfill gasses. No landfill gasses were detected.


Cumberland County/Cliffdale LF

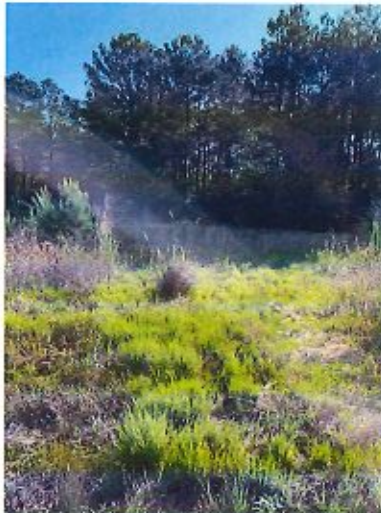
NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



15			Date: 6/14/2023
	Photographer: Gerald Paul		
Location		Central portion of the landfill	
Remarks		Lowland area of standing water and wetland vegetation.	

16			Date: 6/14/2023
	Photographer: Gerald Paul		
Location		Central portion of the landfill	
Remarks		Lowland area of standing water and wetland vegetation.	

Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



17			Date: 6/14/2023
	Location	Inactive Landfill Gas Collection System and Flare	
	Remarks	Former landfill gas collection system in a state of disrepair.	
Photographer: Gerald Paul			

18			Date: 6/14/2023
	Location	Inactive Landfill Gas Collection System and Flare	
	Remarks	Former landfill gas collection system in a state of disrepair.	
Photographer: Gerald Paul			


Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459



		Date: 6/14/2023
		Photographer: Gerald Paul
19	Location	Inactive Landfill Gas Collection System and Flare
	Remarks	Former landfill gas collection system in a state of disrepair.

		Date: 6/14/2023
		Photographer: Gerald Paul
20	Location	Inactive Landfill Gas Collection System and Flare
	Remarks	Former landfill gas collection system in a state of disrepair.


Cumberland County/Cliffdale LF


NCDEQ ID NO. NCD980502900, Task Order 2900SV-1A

7583 Lowell Harris Road, Fayetteville, Cumberland County, North Carolina

S&ME Project No. 23050459

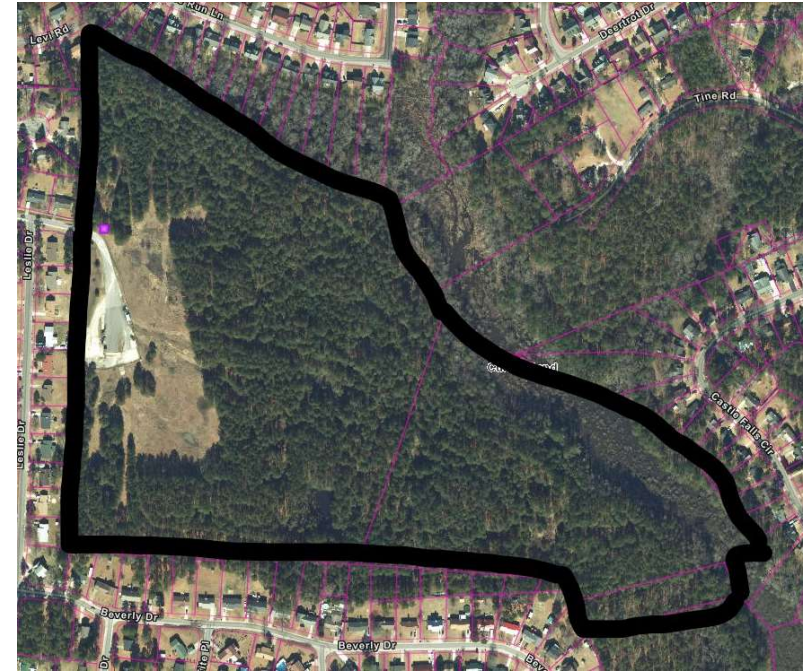


		Date: 6/14/2023
		Photographer: Gerald Paul
21	Location	Suspected landfill gas vent – central portion of the landfill
	Remarks	Screened the unidentified well for landfill gasses. No landfill gasses were detected.

		Date: 6/14/2023
		Photographer: Gerald Paul
22	Location	Near the central western property line.
	Remarks	Screened the unidentified well for landfill gasses. No landfill gasses were detected.

Remedial Investigation – First Phase Activities

- A summary of historical operations
- Aerial photography
- Report Information:
 - USGS topographic location map
 - Vicinity map
 - Surface water map
 - Water supply map and table
 - Site Map
 - Summary of sensitive environment survey
 - Sensitive environment map
 - Geophysical survey results map
 - Description of geologic and hydrogeologic conditions



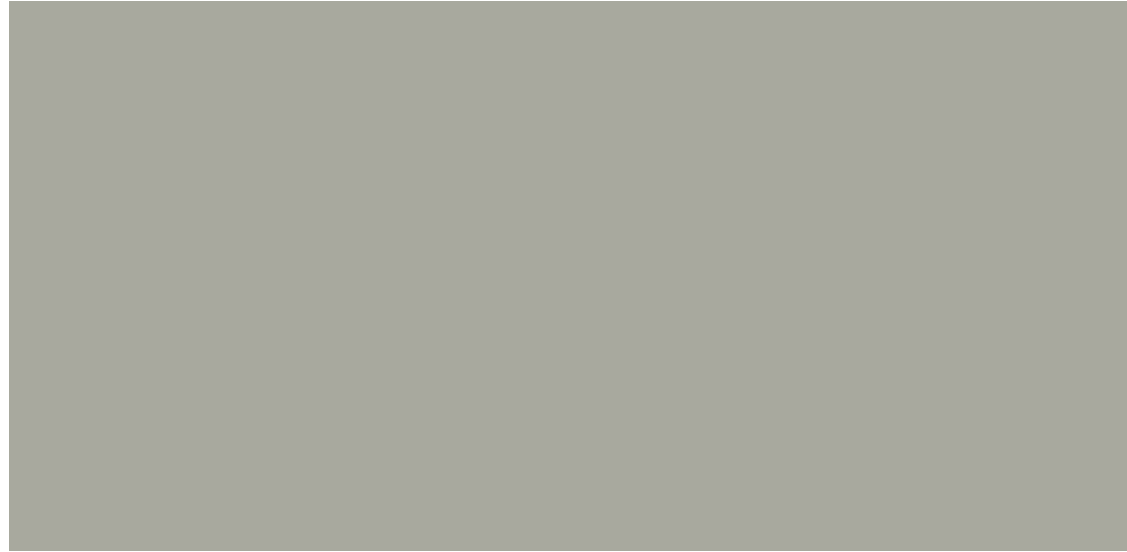
Remedial Investigation – Contaminant Delineation

- Contaminant monitoring:
 - Natural soil metals
 - Soil anthropogenic background
 - Natural groundwater metals
 - Disposal area delineation
 - Above ground vapor
 - Soil cover
 - Surface water/Sediment/Seep
 - Potable water supply
 - LFG probe
 - Methane
 - Structural vapor
 - Contaminated sources and impacted receptors
 - Waste characterization
- Data from each task must be submitted



Remediation

- Remedial Action Plan
 - Remedies for waste disposal area and contaminated medias
- Public Comment
- Remedial Action Implementation
- Remedial Action Progress Reports
 - Submitted daily
- Remedial Action Completion Report
 - Submitted within 30 days





INFORMATION SERVICES

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: KEITH TODD, CHIEF INNOVATION AND TECHNOLOGY SERVICES
DIRECTOR**

DATE: 9/1/2023

SUBJECT: ELECTRONIC RECORDS & ELECTRONIC SIGNATURES POLICY

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): KEITH TODD, CHIEF INNOVATION AND TECHNOLOGY SERVICES
DIRECTOR**

BACKGROUND

Electronic Signature Policy

In fiscal year 2023, Cumberland County embarked on a significant initiative aimed at transforming its government operations by embracing a digital philosophy. The primary objective of this County-wide effort was to modernize and streamline various aspects of governance to better serve the community.

A key component of this digital shift was the adoption of electronic signatures. Electronic signatures provide numerous benefits that can significantly improve the way the government operates. Firstly, they enhance security, ensuring the authenticity and integrity of important documents and transactions. Secondly, they enable workflow automation, streamlining processes and reducing bureaucratic bottlenecks. Moreover, implementing electronic signatures leads to substantial cost savings by reducing the reliance on paper-based systems and associated administrative expenses.

Another advantage of electronic signatures is the significant time savings they offer. Shorter business cycles result in quicker processing times, allowing the County to respond more efficiently to citizens' needs.

Furthermore, electronic signatures facilitate telework capabilities, enabling employees to work remotely more efficiently and promoting a more flexible work environment.

By recognizing electronic (digital) signatures as legally valid, Cumberland County demonstrates its commitment to providing top-notch services to its customers, both internal and external. The ability to sign documents electronically opens up new possibilities for interactions with the government, making processes more convenient and accessible to everyone, even beyond regular business hours.

In addition to improving service delivery and enhancing customer satisfaction, the adoption of electronic signatures provides invaluable support to the management of electronic records and imaging.

Electronic Records and Imaging Policy

In fiscal year 2023, an expansive initiative encompassing the entire county was launched to transition Cumberland County into a digital government framework. Central to this endeavor was the establishment of the Digital Government Governance Committee (DGGC). The core mission of the DGGC is to enhance service efficiency and elevate customer experience by digitizing both historical and present documents, aligning with the file retention mandates set forth by North Carolina’s Department of Natural and Cultural Resources (NCDNCR). During collaborative efforts with NCDNCR, it became evident that local governing bodies are obligated to establish a comprehensive policy prior to substituting physical records with digital counterparts.

In line with this, NCDNCR provides a policy blueprint tailored for use by local agencies. Cumberland County has adeptly utilized this template as a foundation to formulate the policy at hand. Approving this policy holds the potential to unlock several benefits. Firstly, it empowers departments to significantly reduce reliance on physical storage spaces. Additionally, it serves as a shield against risks tied to sensitive or confidential information contained within hard copy documents — information that, once destroyed or compromised during a calamity or emergency, becomes irreplaceable. Most notably, the policy harmonizes with the modern work landscape by facilitating seamless telework opportunities through digital document accessibility.

RECOMMENDATION / PROPOSED ACTION

The Digital Government Governance Committee recommends the approval of Policy No. 5-4 Electronic Signature Policy and No. 5-3 Electronic Records and Imaging Policy and requests that these policies be placed on the Consent Agenda for the September 18, 2023, Board of Commissioners Regular meeting.

ATTACHMENTS:

Description	Type
Electronic Records and Imaging Policy Final	Backup Material
Electronic Signature Policy Final	Backup Material

Adopted by the Board of Commissioners (date)

Cumberland County

Section I – Board Approved Policies

Subsection 5: Cumberland County Information Services

Policy No. 5-3: Electronic Records and Imaging Policy

1.0 Purpose

The records covered by this policy are those in the custody of Cumberland County and used in the conduct of public business. This electronic records policy reflects guidelines established in the North Carolina Department of Natural and Cultural Resources (DNCR) publication, [Guidelines for Managing Trustworthy Digital Public Records](#). Complying with this policy will increase the reliability and accuracy of records stored in information technology systems and will ensure that they remain accessible over time. Compliance with this policy will enhance the acceptance of these records as trustworthy for legal purposes.

Documents which are public records as defined by [North Carolina G.S. § 132-1](#) are covered by this policy. This includes permanent and non-permanent records, including both confidential and non-confidential records. These classifications may warrant different treatments for processing and storing the records. This policy serves as basic documentation of the procedures followed by the County in imaging, indexing, auditing, backing up, and purging electronic records in accordance with the disposition schedule, and in handling the original paper records, if applicable.

This policy also serves to protect those records digitized by the County's in-house and contracted imaging system, which reduces required storage space for original documents as the County transitions to a "more paperless" digital system and provides instant and simultaneous access to documents as needed.

The County will follow DNCR's Policy, [Request for Disposal of Original Records Duplicated by Electronic Means](#), whenever the County wishes to dispose of a series of paper records that have been digitized.

This policy will be reevaluated at a minimum of every five years, or upon the implementation of a new information technology system and will be updated as required. A copy of this policy will remain on file at DNCR. This policy is modeled after the DNCR's guidance document [Guidelines for Managing Trustworthy Digital Public Records](#).

2.0 Scope

This policy shall apply to all County departments under the supervision of the county manager and any County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County's system for creating, imaging, and managing electronic records and provides written notice of its consent to the Clerk to the Board of Commissioners. The Clerk to the Board shall attach such notices of consent to this policy. All County departments, agencies, authorities, or offices shall oversee their own records and may adopt additional guidelines and procedures for staff working with their respective records in accordance with DNCR functional schedules. Any County department, agency, authority, or office with records requiring specialized treatment may use a separate electronic records and imaging system for those records requiring such specialized treatment.

3.0 Definitions

Born-digital record: Information created in electronic format. Examples include documents created in Microsoft Word, databases, and online content such as websites.

Electronic record: A record that was created in electronic format and can be stored, transmitted, or processed by a computer; an electronic record is maintained in a coded format and can only be accessed by using a computer that converts the codes into human-readable text, images, or sounds. Electronic records are typically in the form of documentation that is static. A nonmodifiable electronic record is a .pdf file. Such files are electronically tangible in that they can be seen, worked with, and updated.

Digital data or digital object: A single unit of digital content, such as a document, a photograph, or an audio file that is accessible through electronic format. A digital object is made up of multiple components including code that includes words or images, and metadata that helps describe the object. Digital data is bytes of information that are integrated across different system(s). It includes the metadata of any object. Digital records include obsolete storage devices such as floppy disks, CD's, or microfiche.

Digitized records: Records that have been converted from either a printed or an analog copy to a digital form, through scanning or other forms of digital reproduction.

Metadata: Structured information that describes, explains, and/or locates an electronic file. Metadata provides answers to questions like "what is it," "where did it come from," and "who created it"?

Migration: The process of moving data from one information system or storage medium to another to ensure continued access to the information as the system or medium becomes obsolete or degrades over time.

Redaction: The process of censoring or obscuring part of a text for legal or security purposes, especially to remove personally identifying information.

Retention and Disposition Schedule: A document that identifies and describes an organization's records, usually at the series level, and provides instructions for the disposition of records throughout their life cycle as required by NCDR's Division of State Archives.

4.0 Policy

4.1 Management Responsibilities

The county manager will be responsible for ensuring that all County departments under the county manager's supervision adopt and comply with the County's Electronic Records and Imaging Policy. The county manager, or any other department designated by the county manager, will have the authority to draft, revise, and implement a minimum requirements Electronic Records and Imaging Procedure. Each department can supplement the County's Electronic Records and Imaging Procedure with additional procedural requirements, based on their department's records retention requirements.

The director or manager of each County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County's system for creating, imaging and storing electronic records shall be responsible for implementing the system in their respective organizations and have authority to supplement the County's Electronic Records and Imaging Procedure with additional procedural requirements, based on their organization's records retention requirements. Responsibilities for each level of management as it pertains to electronic records and imaging will be outlined in the County's Electronic Records and Imaging Procedure.

4.2 Availability of System and Records for Outside Inspection

Legal processes may result in the request of the information technology system used to produce records and related materials. County personnel will honor requests for outside inspection of the system and testing of data by opposing parties, the court, and government representatives. Records must be available for inspection and audit by a government representative for the full period required by law and approved records retention schedules, regardless of the life expectancy of the media on which the records are stored. Records must continue to exist when litigation, government investigation, or audit is pending or imminent, or if a court order may prohibit specified records from being destroyed or otherwise rendered unavailable.

To lay a proper foundation for the purposes of admitting the County's electronic records into evidence, the County must be able to provide up-to-date, detailed documentation that describes the procedural controls employed in producing records; procedures for input control including tests used to assure accuracy and reliability; and evidence of the records' chain of custody. In addition to this policy, such documentation includes:

- procedural manuals,
- system documentation,
- training documentation,
- audit documentation, and

audit trails documenting access permission to records This documentation will be addressed as part of the County's Electronic Records and Imaging Procedure.

4.3 Maintenance of Electronic Files

All platforms used by the County to create and manage electronic records, including e-mail, social media platforms, and cloud computing platforms, shall conform with all applicable policies of DNCR and the County's Innovation and Technology Services Department (ITS).

Electronic files shall be named in accordance with [Best Practices for File Naming](#) published by DNCR.

Electronic files shall be saved in formats that comply with DNCR's [File Format Guidelines for Management and Long-Term Retention of Electronic Records](#). File formats used by the County are identified as standard by DNCR and are well-supported, backwards compatible, and have robust metadata support.

All documents shall be maintained in a secure environment following the County's Electronic Records and Imaging Procedure.

Metadata shall be maintained alongside the records to include, at a minimum, the file creator, date created, title (stored as the file name), and when appropriate, cell formulae and email header information.

Data shall be converted to new, usable file types as old ones become obsolete, following recommended technology requirements, to ensure that records kept in electronic formats will have continued accessibility.

4.4 Components of Electronic Records and Imaging System

Training

The County shall conduct training in system use and electronic records management, using material and guidance published by DNCR, when appropriate.

Audit

Audit Trails shall be electronically maintained by county ITS to include, at a minimum, who has read and/or write permission to files maintained by the County. Audit trails will be used to ensure and maintain authenticity and storage reliability.

Audits shall be designed to evaluate the process or system's accuracy, timeliness, adequacy of procedures, training provided, and the existence of audit trails. Internal audits will be conducted annually by County departments.

When paper records are scanned for the purpose of disposing of the paper originals where allowed, managerial staff shall periodically audit such imaged records for accuracy, readability, and reproduction capabilities before the original documents are destroyed, following the County's Electronic Records and Imaging Procedure.

System Design

The County shall maintain documentation that describes system procedures, practices, and workflows. This documentation shall also identify system software and hardware and capture the system environment in terms of the organizational structure, functions and responsibilities, and system processes. It shall explain how the system operates from a functional user and data processing point of view. Documentation shall be reviewed and updated by ITS staff regularly or upon implementation of a new information technology system. Such documentation maintained by the County shall include:

- Procedural manuals
- System documentation
- Security backup and disaster recovery procedures as a part of the Continuity of Operations Plan
- Service level agreements for contracted information technology services

Retention of System Documentation

One set of all system documentation shall be maintained during the period for which the records produced by the process or system could be subject to legal challenges and until all data created by every system instance has been destroyed or transferred to a new operating environment. All such documentation is listed in the state records retention schedule.

5.0 Implementation

5.1 Retention of Original and Duplicate Records

To obtain permission to destroy original records following imaging, the County will follow the DNCR Policy, [Request for Disposal of Original Records Duplicated by Electronic Means](#). For each records series identified for scanning, DNCR must approve the destruction of the original records. Permanent records may be imaged for ease of access, but the original documents may not be destroyed unless an analog copy exists prior to the records' destruction.

Destruction of original records is allowed only after quality assurance has been conducted on the imaged records, necessary corrections have been made, the electronic records system is audited for accuracy, and the destruction of records has been approved.

If digital images replace the original records, these scanned records shall become the record copy and must be maintained for the specified retention period defined in the appropriate records retention and disposition schedule, in accordance with DNCR's guidelines and schedules. The retention period is considered to have begun when the original document was created, not when the electronic version was produced. Any hard copy generated from the imaged records will be considered the County's duplicate "working" record or reference copy.

5.2 Other Electronic Records Management Practices

Security and Disaster Backup and Restoration

The County shall maintain a disaster recovery plan for its electronic data in place, which includes contact information for data recovery vendors and information about backups of all data. Security backups to protect against data loss shall be generated for all but the most transitory of files. Routine backups shall be conducted on a pre-determined schedule.

Vendor-Provided Services/Hosted Solutions

For each technology solution that is vendor-provided, ITS will reference the County's Electronic Records and Imaging Procedure to ensure all procedural requirements for vendor-provided or hosted solutions are followed. A copy of the purchase order and a detailed service level agreement with all vendors shall be maintained.

5.3 Compliance and Records Self-Warranty

The adoption of this policy by the Cumberland County Board of Commissions requires the County, each of its departments subject to the supervision of the county manager, and each County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County's system for creating, imaging and storing electronic records to adhere to the rules set forth in this policy and any procedures established to implement this policy,

Adopted by the Board of Commissioners (date)

Cumberland County

Section I – Board Approved Policies

Subsection 5: Cumberland County Information Services

Policy No. 5-4: Electronic Signature Policy

1.0 PURPOSE

This Electronic Signature Policy shall apply to all County departments under the supervision of the county manager and any County department, agency, authority, or office under the supervision of an elected official, an appointed board, or a State or Federal agency or institution which consents to participate in the County’s system for signing documents electronically and provides written notice of its consent to the Clerk to the Board of Commissioners. The Clerk to the Board shall attach such notices of consent to this policy.

Use of electronic signatures increases productivity and ensures convenient, efficient, timely, secure, and appropriate access to County information. In addition to increasing productivity and efficiency, this policy furthers Cumberland County’s ongoing digital transformation efforts.

This policy establishes when electronic signature technology may replace a handwritten signature with the goal of encouraging the use of paperless, electronic documents when appropriate and allowed by law.

While the use of electronic signatures is strongly encouraged, this policy does not mandate that any third party signing a document uses electronic signature.

2.0 LEGAL AUTHORITY

The legality and use of electronic signatures are governed by federal and state law. (See [15 United States Code, Chapter 96](#), Subchapter I, Electronic Records and Signatures in Commerce; [North Carolina General Statutes, Chapter 66, Article 11A, Electronic Commerce in Government, and Article 40, Uniform Electronic Transactions Act \(UETA\)](#)).

3.0 POLICY

This policy applies to documents requiring the signature of any person where the signature is intended to show authorship, approval, authorization, or certification, as allowed by law. In such situations, affixing an electronic signature to the document in a manner consistent with this Policy shall satisfy the County’s requirement for signing a document. As used in this policy, the term “signature” may include using initials on a document instead of, or in addition to, a signature, where appropriate.

4.0 ELECTRONIC AND DIGITAL SIGNATURE DEFINITIONS

The UETA defines an electronic signature as an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record. All three elements must be present to constitute a valid electronic signature under the Act. The UETA authorizes use of an electronic signature for transactions between parties each of which has agreed to conduct transactions by electronic means. Under the UETA an electronic record or electronic signature is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record or electronic signature was attributable.

The Digital Signature Policy Guidelines published by Office of State Controller, and the North Carolina Department of the Secretary of State, and North Carolina Department of Cultural Resources, Division of Archives and Records defines a digital signature as a complex string of electronic data that is embedded in an electronic document for the purposes of verifying document integrity and signer identity. For purposes of this policy, a digital signature is a type of electronic signature as described in the Digital Signature Policy Guidelines. A digital signature has strict security requirements that may be used to execute certain written communications and agreements with the County if it satisfies the requirements found in the Digital Signature Policy Guidelines.

5.0 EXPECTATIONS FOR ELECTRONIC SIGNATURES

The intent of this policy is to meet the goals set out in Section 3.1 of the Digital Signature Policy Guidelines published by the Office of State Controller, and the North Carolina Department of the Secretary of State, and North Carolina Department of Cultural Resources, Division of Archives and Records summarized as follows:

- Security and Legal Compliance.
- Simplified Workflow.
- Integration into Business Processes.
- Cost Benefit.
- Integrate and Utilize Software as a Service (SaaS) Model.

6.0 ELECTRONIC SIGNATURES SHALL NOT BE USED IN THE FOLLOWING TRANSACTIONS:

- A. Any notice of cancellation or termination of utility services, including water, heat, and power.
- B. Any notice of default, acceleration, repossession, foreclosure or eviction, or the right to cure, under a credit agreement secured by, or a rental agreement for, a primary residence of an individual.
- C. Any notice of the cancellation or termination of health insurance or benefits, excluding annuities.
- D. Any notice for the recall of a product, or material failure of a product that risks endangering health or safety.
- E. Any document required to accompany the transportation or handling of hazardous materials, pesticides, or other toxic, or dangerous materials.

7.0 STATUTORY REQUIREMENTS FOR THE USE OF ELECTRONIC SIGNATURES

N.C.G.S. § 66-58.5 requires an Electronic Signature to be: unique to the person using it; capable of verification; under the sole control of the person using it; linked to the data in such a way that if the data is changed, the signature will be invalidated; and in conformance with the regulations adopted by the North Carolina Secretary of State.

7.1 Express Agreement Requirement

When the parties to an agreement desire to use electronic signatures for executing the agreement, a term shall be included in the agreement to memorialize the use of electronic signatures for the agreement. There are several ways this may happen:

- A. Allow the signer to review the entire document before applying an electronic signature;
- B. Let the signer know that an electronic signature is being applied;
- C. Provide a consumer disclosure that outlines the terms and conditions of using the electronic signature signing system;
- D. Use electronic documents that are similar in style and format to the documents the departments use in paper forms; or
- E. Place electronic tags indicating where signers need to provide additional information, add initials, or sign.

7.2 Submission for Approval and Execution

Once the electronic agreement is complete and has been electronically signed by the duly authorized representative of the other parties, it may be submitted for execution by the Board of Commissioners or the individual who has delegated authority to bind the County for that contract type. When a document is electronically signed by all parties, the County will provide a copy of the electronically signed document to the other parties in an electronic format that is capable of being retained and printed by other parties.

8.0 CHANGE IN ERROR OR ELECTRONIC RECORDS

If a change is needed or an error is being corrected within the electronic record of the fully executed agreement, those actions will be addressed through a contract amendment.



FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, DEPUTY FINANCE DIRECTOR

DATE: 9/26/2023

**SUBJECT: RESOLUTION AUTHORIZING AN INCREASE TO THE FEDERAL
MICRO-PURCHASE THRESHOLD AND SELF-CERTIFYING
COMPLIANCE AS OF THE MOST RECENT AUDIT**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): VICKI EVANS, FINANCE DIRECTOR

BACKGROUND

The Board of Commissioners adopted a revised Purchasing Policy on June 21, 2021, and November 15, 2021, which incorporated language allowing the county to have a higher dollar threshold than the federal \$10,000 micro-purchase threshold, as long as the county meets the following conditions:

- Qualifies as a low-risk auditee, in accordance with the criteria in §200.520 according to the most recent audit,
- Self certifies annually, and
- Maintains documentation to be made available to the Federal awarding agency and auditors upon request.

Recently, staff of the UNC School of Government has stated that self-certification would be handled best through the adoption of a resolution by the governing body. The County has been meeting all the conditions. However, the finance director was documenting self-certification via a memorandum for record. Moving forward, staff is recommending annual self-certification through a resolution adopted by the Board of County Commissioners. The attached resolution was developed utilizing the template provided by the UNC-SOG,

updated with language specific to Cumberland County and reviewed by the County Attorney.

RECOMMENDATION / PROPOSED ACTION

Staff recommends forwarding this item to the October 16, 2023 Board of Commissioners meeting as a consent agenda item with the following action:

Approval of the Resolution Authorizing an Increase to the Federal Micro-Purchase Threshold and Self-Certifying Compliance as of the Most Recent Audit.

ATTACHMENTS:

Description	Type
Resolution	Backup Material
Evidence of Qualifying Documentation	Backup Material

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION AUTHORIZING AN INCREASE TO THE FEDERAL MICRO-PURCHASE THRESHOLD AND
SELF-CERTIFYING COMPLIANCE AS OF THE MOST RECENT AUDIT

WHEREAS, from time to time, the County of Cumberland purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and

WHEREAS, the County of Cumberland's procurement of such goods and services is subject to Cumberland County Purchasing Policy, as most recently amended on November 15, 2021; and

WHEREAS, the County of Cumberland is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files accordingly; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed \$50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law"; and

WHEREAS, G.S. 143-131(a) requires the County of Cumberland to conduct an informal bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or more than \$30,000 and less than \$90,000, and (2) for "construction or repair work" where the cost of such purchase is equal to or more than \$30,000 and less than \$500,000; and

WHEREAS, G.S. 143-129(a) requires the County of Cumberland to conduct a formal, competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or more than \$90,000, and (2) for "construction or repair work" where the cost of such purchase is equal to or more than \$500,000; and

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act"); and

WHEREAS, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where an estimated professional fee is in an amount less than \$50,000; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iv), the Board of Commissioners of the County of Cumberland now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101.

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

1. The County has qualified as a low-risk auditee in accordance with the criteria set forth in 2 C.F.R. § 200.520. Therefore, in accordance with 2 C.F.R. § 200.320(a)(1)(iv)(A) and the applicable provisions of North Carolina law, the County hereby self-certifies the following micro-purchase thresholds:

- A. \$30,000, for the purchase of “apparatus, supplies, materials, or equipment”; and
- B. \$30,000, for the purchase of “construction or repair work”; and
- C. \$50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and
- D. \$50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the County has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be \$10,000.00.

2. The self-certification made herein shall be effective as of the date hereof and shall be applicable until June 30, 2024, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

3. In the event the County receives funding from a Federal grantor agency that adopts a threshold more restrictive than those contained herein, the County shall comply with the more restrictive threshold when expending such funds.

4. The County shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

5. The Board of County Commissioners find that having the same threshold for purchases made with Federal funds as is required by North Carolina law promotes a uniform and efficient procurement process for the County.

6. The Board of County Commissioners adopted the revised Purchasing Policy to reflect the increased micro-purchase thresholds specified herein, on June 21, 2021, and November 15, 2021, and authorizes staff to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

* * * * *

Adopted on this the 16th day of October 2023.

Board of County Commissioners,
By:

Dr. Toni Stewart, Chairwoman

Attest:

Andrea Tebbe, Clerk to the Board

(seal)



CERTIFICATION FOR RECORD
ANNUAL SELF-CERTIFICATION THAT CUMBERLAND COUNTY MEETS THE LOW-RISK AUDITEE REQUIREMENT
WHICH ALLOWS FOR A MICRO-PURCHASE THRESHOLD TO BE UP TO \$50,000. CUMBERLAND COUNTY
POLICY SETS THE MICRO-PURCHASE THRESHOLD AT \$30,000 TO BE IN ALIGNMENT WITH NORTH CAROLINA
GENERAL STATUTES THRESHOLD SET FOR MINIMUM BIDDING REQUIREMENTS.

DATE: SEPTEMBER 3, 2023

CERTIFIED BY: VICKI EVANS, FINANCE DIRECTOR

SUPPORTING DOCUMENTATION FOLLOWS:

§ 200.520 Criteria for a low-risk auditee

Cumberland County FY2022 Comprehensive Annual Financial Report, Compliance page 10
Cumberland County FY2021 Comprehensive Annual Financial Report, page U-7
Cumberland County FY2020 Comprehensive Annual Financial Report, page U-9

(iv) Non-Federal entity increase to the micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

SECTION 200.520

[CFR](#) › / [Title 2](#) › / [Volume 1](#) › / [Chapter II](#) › / [Part 200](#) › / [Subpart F](#) › / [Section 200.520](#)

200.520 Criteria for a low-risk auditee.

§ 200.520 Criteria for a low-risk auditee.

An auditee that meets all of the following conditions for each of the preceding two audit periods must qualify as a low-risk auditee and be eligible for reduced audit coverage in accordance with § 200.518.

(a) Single audits were performed on an annual basis in accordance with the provisions of this Subpart, including submitting the data collection form and the reporting package to the FAC within the timeframe specified in § 200.512. A non-Federal entity that has biennial audits does not qualify as a low-risk auditee.

(b) The auditor's opinion on whether the financial statements were prepared in accordance with GAAP, or a basis of accounting required by state law, and the auditor's opinion on the schedule of expenditures of Federal awards were unmodified.

(c) There were no deficiencies in internal control which were identified as material weaknesses under the requirements of GAGAS.

(d) The auditor did not report a substantial doubt about the auditee's ability to continue as a going concern.

(e) None of the Federal programs had audit findings from any of the following in either of the preceding two audit periods in which they were classified as Type A programs:

(1) Internal control deficiencies that were identified as material weaknesses in the auditor's report on internal control for major programs as required under § 200.515(c);

(2) A modified opinion on a major program in the auditor's report on major programs as required under § 200.515(c); or

(3) Known or likely questioned costs that exceeded five percent of the total Federal awards expended for a Type A program during the audit period.

[78 FR 78608, Dec. 26, 2013, as amended at 85 FR 49575, Aug. 13, 2020]

CUMBERLAND COUNTY, NORTH CAROLINA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JUNE 30, 2022

Section I. Summary of Auditor's Results

Financial Statements

Type of report the auditor issued on whether the financial statements audited were prepared in accordance to U.S. GAAP:

Unmodified

Internal control over financial reporting:

- Material weakness(es) identified? ☐ yes ☒ no
- Significant deficiency(s) ☐ yes ☒ none reported

Noncompliance material to financial statements noted?

☐ yes ☒ no

Federal Awards

Internal control over major federal programs:

- Material weakness(es) identified? ☒ yes ☐ no
- Significant deficiency(s) identified ☐ yes ☒ none reported

Type of auditor's report issued on compliance for major federal programs:

Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?

☒ yes ☐ no

Identification of major federal programs:

Federal Assistance Listing Number	Names of Federal Program or Cluster
21.023	Emergency Rental Assistance Program
21.027	Coronavirus State and Local Fiscal Recovery Fund (ARPA)
93.323	Epidemiology Lab Capacity Program
93.558-CL	Temporary Assistance for Needy Families
93.563	Child Support Enforcement
93.778-CL	Medical Assistance Program

CUMBERLAND COUNTY, NORTH CAROLINA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)

YEAR ENDED JUNE 30, 2022

Section I. Summary of Auditor's Results (continued)

Dollar threshold used to distinguish
between Type A and Type B Programs \$ 1,630,710

Auditee qualified as low-risk auditee? X yes no

State Awards

Internal control over Major State Programs:

- Material weakness(es) identified? yes X no
- Significant deficiency(s) identified
that are not considered to be
material weaknesses? yes X none

Noncompliance material to State awards? yes X no

Type of auditor's report issued on compliance
for major federal programs: Unmodified

Any audit findings disclosed that are
required to be reported in accordance
with the State Single Audit Implementation Act? yes X no

Identification of major state programs:

Program Name

State Foster Care & Guardianship Associated Benefits
Juvenile Crime Prevention Program

Section II – Financial Statement Findings

None reported.

Cumberland County, North Carolina**Schedule of Findings and Questioned Costs****For the year ended June 30, 2021**

I. SUMMARY OF AUDITOR'S RESULTS**Financial Statements**

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with

GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ NoSignificant deficiency(ies) identified? ☐ Yes ☒ None reportedNoncompliance material to the financial statements noted? ☐ Yes ☒ No**Federal Awards**

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ NoSignificant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance

2 CFR 200.516(a): ☐ Yes ☒ No

Identification of major federal programs:

<u>CFDA Number</u>	<u>Name of Federal Program or Cluster</u>
10.557	WIC Special Supplement Nutrition Program for Women, Infants & Children
14.218	Community Development Block Grants
21.019	Coronavirus Relief Fund
93.556, 93.658	Foster Care and Adoption Cluster
93.568	Low Income Energy Assistance Program
93.667	Social Services Block Grant
93.778	Medicaid Cluster

Dollar threshold used to distinguish between type A and type B programs: \$ 1551,849

Auditee qualified as low-risk auditee? Yes

State Awards

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ NoSignificant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance

with the State Single Audit Implementation Act: ☐ Yes ☒ No

Identification of major state programs:

State Foster Care Benefit Program

Other major state programs include Medical Assistance Program (Medicaid), Foster Care Adoption Assistance. Therefore, these programs have been included in the list of major federal programs above.

Cumberland County, North Carolina

Schedule of Findings and Questioned Costs For the year ended June 30, 2020

I. SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued on whether the financial statements audited were prepared in accordance with GAAP: Unmodified

Internal control over financial reporting:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☐ Yes ☒ None reported

Noncompliance material to the financial statements noted? ☐ Yes ☒ No

Federal Awards

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a): ☒ Yes ☐ No

Identification of major federal programs:

CFDA Number	Name of Federal Program or Cluster
10.551, 10.561	Food Stamp Cluster
21.019	Coronavirus Relief Fund
93.556, 93.658	Foster Care and Adoption Cluster
93.778	Medicaid Cluster

Dollar threshold used to distinguish between type A and type B programs: \$ 1,267,295

Auditee qualified as low-risk auditee? Yes

State Awards

Internal control over major programs:

Material weakness(es) identified? ☐ Yes ☒ No

Significant deficiency(ies) identified? ☒ Yes ☐ None reported

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with the State Single Audit Implementation Act: ☒ Yes ☐ No

Identification of major state programs:

State Foster Care Benefit Program

Other major state programs include Medical Assistance Program (Medicaid), Foster Care Adoption Assistance. Therefore, these programs have been included in the list of major federal programs above.



DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 10/12/2023

SUBJECT: INFRASTRUCTURE/TECHNOLOGY REQUEST FOR MEDICAID EXPANSION

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

The Governor has announced Medicaid Expansion will go live on December 1, 2023, making an estimated 35,000 to 40,000 Cumberland County residents eligible for new and expanded services. At the same time, Public Health Emergency (PHE), which has been in place since the COVID pandemic began in 2020, ended. With the ending of PHE, thousands of Medicaid recipients are now required to reapply for eligibility. The Franklin vs. Kinsley Class Action Lawsuit went into effect on March 14, 2023 and requires stringent telephone response to Medicaid recipients during the review process.

These changes will generate an increase in both the number of applications taken and in the annual reviews of all approved applications, which is a state requirement. Citizens can inquire about the program, apply for, conduct a review, and report changes for Medicaid in-person, electronically and/or by telephone. As a result of these changes, we anticipate an overwhelming increase in the workload of Cumberland County's Medicaid program as well as increase demand on the infrastructure including the facility, reception services, and telephone system.

To help support and ease the anticipated demand on the infrastructure, an additional call center dedicated for all Medicaid services is needed to address the expected call volume, provide minor casework functions such as change of address, and help meet the requirements of the Franklin vs. Kinsley Class Action Lawsuit.

Registration-Self Service kiosks in the lobby areas will help to assist with the anticipated in-person traffic in the facility for Medicaid and other economic services programs. The attached outlines preliminary cost estimate of \$344,633.10 for computers, hardware, software, equipment and accessories for these infrastructure needs.

Cumberland County received \$269,609 in State Continuous Coverage Unwinding (CCU) funds to help counties prepare for the launch of Medicaid Expansion. In addition, Cumberland County DSS received \$604,646.00 in Supplemental Nutrition Assistance Program (SNAP) American Rescue Plan Act (ARPA) Revenue Replacement funds from NC Department of Health & Human Services (NC DHHS). We utilized \$332,646 of the funding to pay incentives for staff performing economic services and supportive duties. The remaining balance of the \$272,000 was designated for other administrative expenses including computer equipment and marketing.

We are seeking to utilize the \$269,609 CCU and remaining \$272,000 SNAP ARPA funding to purchase the computers, hardware, software, equipment and accessories to create the infrastructure for a Medicaid Call Center and purchase Registration-Self Service Kiosks.

Cumberland County DSS is working with County Management to present a separate proposal for staffing as part of the County's Classification and Compensation Study and Medicaid Expansion Comprehensive Plan.

RECOMMENDATION / PROPOSED ACTION

We request consideration as a Consent Agenda item for the Regular Meeting on October 16, 2023 approval to utilize of \$269,609 CCU and \$272,000 SNAP ARPA funding to purchase the computers, hardware, software, equipment and accessories to create a Medicaid Call Center and purchase Registration-Self Service Kiosks to meet the infrastructure demands and stringent telephone response time of Medicaid Expansion, PHE Unwinding, and Franklin vs Kinsley Class Action Lawsuit.

ATTACHMENTS:

Description	Type
Medicaid Expansion-Call Center & Kiosk Tech Estimates	Backup Material

ITEM	#	COST		QNTY	TOTAL	
CONTACT CENTER(Virtual Call Center)	1				\$55,000.00	YEARLY
HEADSETS (1 EAR) or	1	\$350.00		25		\$8,750 if 1 ear is preferred
HEADSETS (2 EAR)	1	\$390.00		25	\$9,750.00	One-Time Cost
CALL PATHS INCREASE(Accommodate additional call center program/staff)	1	\$15.00		40	\$600.00	MONTHLY
STATEMENT OF WORK(Implementation of Virtual Call Center)					\$37,000.00	One-Time Cost
EQUIPMENT(Routers for Call Center)					\$5,000.00	One-Time Cost
BANDWIDTH INCREASE W/High Availability					\$2,700.00	MONTHLY - This is not the increase cost from current.
BANDWIDTH 1 TIME COST(Setup/Configuration)					\$1,000.00	One-Time Cost
Duo					\$1,193.00	Yearly
Duo MFA					\$1,620.00	YEARLY
Amp/Umbrella					\$1,400.00	Yearly
LAPTOP/DOCK/BAG	1	\$2,805.00		45	\$126,225.00	One-Time Cost
MONITOR 24"	2	\$358.78		45	\$16,145.10	One-Time Cost
MOBILE PRINTER/SCANNER	1	\$400.00		45	\$18,000.00	One-Time Cost
INFORMATION INK(iiReception						
RECEPTION SOFTWARE				500	\$62,000.00	YEARLY
KIOSK SOFTWARE	1	\$4,000.00		1	\$4,000.00	YEARLY PER UNIT
KIOSK	1	\$3,000.00		1	\$3,000.00	One-Time Cost
TOTAL					\$344,633.10	

Expenses	
Computers/Monitors/Accessories	\$170,120.10
Hardware/Software/Equipment	\$174,513.00
Total	\$344,633.10

Available Funds	
Medicaid CCU Funding	\$ 269,609.00
SNAP ARPA Funding	\$ 272,000.00
Total	\$ 541,609.00

* This spreadsheet may not be all inclusive as there are still some undetermined objectives with this initiative.





OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/3/2023

**SUBJECT: ADDENDUM TO LEASE WITH CUMBERLAND COUNTY
COMMUNICARE INC.**

Requested by: COUNTY MANAGER

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The county leased Cumberland County Communicare, Inc., 13,994 square feet of office space in the county building at 109 Bradford Avenue for an annual rent of \$41,308 for a term commencing July 1, 2021, and ending June 30, 2024. County management recommends the board approve an addendum to the existing lease to increase the leased space by adding the three offices adjacent to the leased space formerly occupied by the Cumberland County Mental Health Auxiliary, Inc., consisting of approximately 500 square feet for a rent increase of \$1,500 annually, to be effective July 1, 2023. This will increase the total leased space to 14,494 square feet and the rent to an annual rate of \$42,808 from July 1, 2023, to June 30, 2024. Since this addendum increasing the leased space is only for one year, it is not subject to the statutory requirement of public notice. This lease under these terms complies with the requirements of G.S. § 1601-272.

RECOMMENDATION / PROPOSED ACTION

To make the recommended addendum to this lease, the board may adopt the following resolution:

BE IT RESOLVED as follows:

The Cumberland County Board of Commissioners finds that certain real property consisting of three office

spaces containing approximately 500 square feet located at 109 Bradford Avenue will not be needed for government purposes before June 30, 2024; and

The board further finds the best use of this space is to add it to the existing lease with Cumberland County Communicare, Inc., for a term of one year to expire with the existing lease in accordance with the lease addendum attached to and incorporated within this resolution; and

The board hereby approves this lease and authorizes the county manager to sign it for the county.

ATTACHMENTS:

Description

Type

Communicare Lease Addendum

Backup Material

STATE OF NORTH CAROLINA

ADDENDUM TO LEASE AGREEMENT

COUNTY OF CUMBERLAND

This Addendum to Lease Agreement, made and entered by resolution of the Cumberland County Board of Commissioners October 16, 2023, to be effective July 1, 2023, by and between CUMBERLAND COUNTY COMMUNICARE INC., a North Carolina nonprofit corporation with a business address of 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "Lessee," and the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as "Lessor."

W I T N E S S E T H:

Whereas, the parties entered into a Lease Agreement June 21, 2021, for a three-year term expiring June 30, 2024, for approximately Thirteen Thousand Nine Hundred Ninety-Four (13,994) feet of office space in the county's building at 109 Bradford Avenue, Fayetteville; and

Whereas, the parties agree to expand the lease area by approximately Five Hundred (500) square feet of office space for a total of approximately Fourteen Thousand Four Hundred Ninety-Four (14,494) square feet, which additional space consists of the three (3) offices adjacent to the currently leased office space, and being the three (3) offices, which were formerly occupied by the Cumberland County Mental Health Auxiliary, Inc., subject to the following terms and conditions:

(1) The leased premises shall be as described above to bring the total area of the leased premises to 14,494 square feet.

(2) The rent for the additional leased space of 500 square feet shall be One Thousand Five Hundred Dollars (\$1,500.00) per year, to be due and payable July 1, 2023.

(3) The term of the additional leased premises of approximately 500 square feet shall be from July 1, 2023, until the expiration of the current lease June 30, 2024.

(4) All further provisions of the existing Lease Agreement dated June 21, 2021, shall continue in full force and effect and apply to the additional premises leased by this Lease Addendum.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease Addendum to be executed in duplicate originals by their duly authorized officers, effective the date and year first above written.

ATTEST:

LESSEE: CUMBERLAND COUNTY
COMMUNICARE INC.

BY: _____
Secretary

BY: _____
Sarah Hallock, Executive Director

[CORPORATE SEAL]

[Lessor's signature follows on next page]

ATTEST:

LESSOR: COUNTY OF CUMBERLAND

BY: _____
Andrea Tebbe, Clerk

BY: _____
Clarence Grier, County Manager

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

Approved for Legal Sufficiency upon
formal execution by all parties.

County Finance Officer

County Attorney's Office



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 10/3/2023

SUBJECT: CLOSURE OF A PORTION OF SR 4089 (KING ROAD)

Requested by: ADJOINING LANDOWNERS TO KING ROAD

Presenter(s): COUNTY ATTORNEY

BACKGROUND

N.C.G.S. 153A-241 authorizes boards of county commissioners to close public rights-of-way or easements within the county at the request of adjoining landowners when the rights-of-way or easements are not within any municipality, are not maintained by the Department of Transportation, all adjoining landowners are noticed or have submitted a petition requesting it, and no individual owning property in the vicinity of the road or the subdivision in which it is located would be deprived of reasonable means of ingress and egress to his or her property. All the owners of the six parcels adjoining the portion of SR 4089 (King Road) being 0.08-mile in length and connecting the intersection of King Road and Lakewood Drive with Rockfish Road have requested this portion of the road to be closed.

The petitions of the owners are attached as **Exhibit A**. Frances Ferguson's three petitions are for the lots with the addresses of 7605 King Road, 7483 King Road, and 7483 Rockfish Road. George Myers petition is for the lot with the address of 7475 Rockfish Road. Phillip Smith's two petitions are for the lots with addresses of 7467 Rockfish Road and 7461 Rockfish Road. The properties of these owners and the portion of the public right-of-way for which they are requesting closure are shown on the county GIS map attached as **Exhibit B**. The six properties are shown within the orange boundary and the orange strip is the portion of the road to be closed. Although the owners' parcels are located within the corporate limits of the City of Fayetteville, according to the county GIS map the road right-of-way to be closed is not in the city's corporate

limits. This closure will landlock the Myers' parcel with the address of 7475, but the attorney for the owners has reported to the county attorney that all the owners have contracts for the sale of their properties to a developer for a commercial development.

The notice from NCDOT that this 0.08 mile-section of SR 4089 (King Road) was deleted from the state highway system June 6, 2023, is attached as **Exhibit C**. A legal description of the area of the right-of-way to be closed will be included with the order of closure.

The county attorney has examined the Exhibits to be included with the attached resolution of intent to close the described public right-of-way and has determined that all the statutory conditions would be satisfied by this closure.

The statute requires the board to advertise its intent to make the closure for three consecutive weeks before a public hearing at which any interested persons may appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights. After the public hearing, if the board is satisfied that the closure is not contrary to the public interest and that no individual owning property in the vicinity of the road or in the subdivision in which it is located will be deprived of reasonable means of ingress and egress to his or her property, the board may adopt an order closing the right-of-way or road.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board adopt the attached resolution of its intent to make this closure and setting a public hearing on this matter for November 6, 2023.

ATTACHMENTS:

Description	Type
Resolution of Intent	Backup Material
KING ROAD EXHIBIT A	Backup Material
KING ROAD EXHIBIT B	Backup Material
KING ROAD EXHIBIT C	Backup Material

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
RESOLUTION OF INTENT TO CLOSE THE PUBLIC RIGHT-OF-WAY DESIGNATED
AS 0.08-MILE OF KING ROAD, FORMERLY SR 4089, AND CALLING A PUBLIC
HEARING ON THE QUESTION PURSUANT TO G.S. § 153A-241**

WHEREAS, Frances Ferguson, George Myers, and Phillip N. Smith have submitted petitions, attached hereto as **Exhibit A**, requesting the board to close the public right-of-way designated as 0.08-mile of King Road, formerly SR 4089, lying between and connecting King Road and Rockfish Road, as shown on the county GIS map attached hereto as **Exhibit B**; and

WHEREAS, this public right-of-way was deleted from the state highway system June 6, 2023, as reported by the memo from Erin Lesh, GISP, to H.L. “Drew” Cox, PE, Division Engineer, Division 6, dated June 12, 2023, attached hereto as **Exhibit C**; and

WHEREAS, the county’s GIS mapping system shows the properties owned by the petitioners to be located within the City of Fayetteville and this public right-of-way not to be located in the city’s corporate limits, as shown on **Exhibit B**; and

WHEREAS, the petitioners are all of the landowners adjoining this public right-of-way for which closure is requested as reported by the county attorney and shown on the GIS map attached hereto as **Exhibit B**; and

WHEREAS, the county attorney reports and **Exhibit B** shows the requested closure would cause the lot owned by George Myers to become landlocked but would not cause any other lot or parcel to become landlocked; and

WHEREAS, the county attorney reports that all the petitioners, including George Myers, have contracts to sell their property to a developer for a commercial use; and

BE IT RESOLVED, that pursuant to the request of the property owners described above, the board intends to close the public right-of-way designated as 0.08-mile of King Road, formerly SR 4089, lying between and connecting King Road and Rockfish Road in accordance with N.C.G.S. § 153A-241.

BE IT FURTHER RESOLVED, the board shall hold a public hearing on the question of this closure November 6, 2023, at 6:45 p.m. in the Commissioners Meeting Room (Room 118), First Floor, Courthouse, 117 Dick Street, Fayetteville, North Carolina, to hear all interested persons who appear with respect to whether the closure would be detrimental to the public interest or to any individual's property rights.

BE IT FURTHER RESOLVED, notice of this public hearing shall be given in accordance with G.S. § 153A-241.

Adopted in regular meeting October 16, 2023.

EXHIBIT A

Abutting Landowner Petitions for Closure

**Frances Ferguson
Frances Ferguson
Frances Ferguson
George Myers
Phillip N. Smith
Phillip N. Smith**

**7605 King Road
7483 King Road
7483 Rockfish Road
7475 Rockfish Road
7467 Rockfish Road
7461 Rockfish Road**

CUMBERLAND COUNTY PIN: 9494-48-7094

PROPERTY OWNER: Frances Ferguson

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

7605 King Road, Fayetteville, NC 28306,

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Former King Road, SR 4089

My/Our mailing address is 7605 King Road, Fayetteville, NC 28306.

My/Our telephone number is _____.

My/our email address is _____.

The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

The legal description to be used for the order of closure is attached hereto.

Date submitted: 21 Aug 2023

Individual Owner: FRANCES FERGUSON
Printed name

Frances Ferguson
Signature

Individual Owner: _____
Printed name

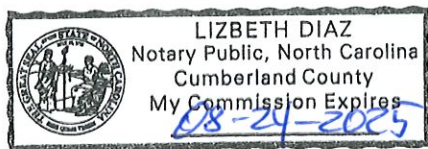
Signature

State of North Carolina

County of Cumberland

I, Lizbeth Diaz, a Notary Public of the aforesaid State and County, hereby certify that Frances Ferguson personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 21 day of August, 2023.



Lizbeth Diaz
Notary Public
My commission expires: 08/24/2025

State of _____

County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public
My commission expires: _____

CUMBERLAND COUNTY PIN: 9494-47-9508

PROPERTY OWNER: Frances Ferguson

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

7483 King Road, Fayetteville, NC 28306 ,

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Former King Road, SR 4089

My/Our mailing address is 7483 King Road, Fayetteville, NC 28306 .

My/Our telephone number is 910-988-3271 .

My/our email address is FRANFERGUSON2018@gmail.com .

The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

The legal description to be used for the order of closure is attached hereto.

Date submitted: 14 August 2023

Individual Owner: FRANCES FERGUSON
Printed name

Frances Ferguson
Signature

Individual Owner: _____
Printed name

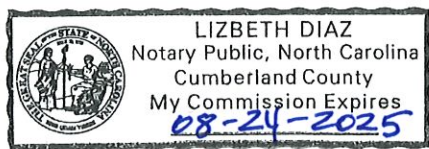
Signature

State of North Carolina

County of Cumberland

I, Lizbeth Diaz, a Notary Public of the aforesaid State and County, hereby certify that Frances Ferguson personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 14th day of August, 2023.



Lizbeth Diaz
Notary Public
My commission expires: 08/24/2025

State of _____

County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public
My commission expires: _____

CUMBERLAND COUNTY PIN: 9494-58-0282

PROPERTY OWNER: Frances Ferguson

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

7483 Rockfish Road, Fayetteville, NC 28306,

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Former King Road, SR 4089

My/Our mailing address is 7483 Rockfish Road, Fayetteville, NC 28306.

My/Our telephone number is _____.

My/our email address is _____.

The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

The legal description to be used for the order of closure is attached hereto.

Date submitted: 21 Aug 2023

Individual Owner:

FRANCES FERGUSON

Printed name

Frances Ferguson

Signature

Individual Owner:

Printed name

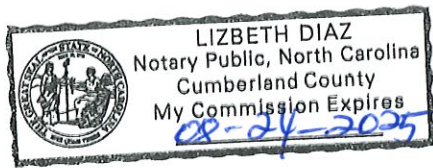
Signature

State of North Carolina

County of Cumberland

I, Lizbeth Diaz, a Notary Public of the aforesaid State and County, hereby certify that Frances Ferguson personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 21 day of August, 2023.



Lizbeth Diaz
Notary Public
My commission expires: 8-24-2025

State of _____

County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public
My commission expires: _____

CUMBERLAND COUNTY PIN: 9494-58-1091

PROPERTY OWNER: George Myers

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

7475 Rockfish Road, Fayetteville, NC 28306,

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Former King Road, SR 4089

My/Our mailing address is 7475 Rockfish Road, Fayetteville, NC 28306.

My/Our telephone number is 254-319-3643.

My/our email address is gmyers869@yahoo.com.


The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

The legal description to be used for the order of closure is attached hereto.

Date submitted: 15 Aug 23

Individual Owner:

George Myers
Printed name


Signature

Individual Owner:

Printed name

Signature

State of NC
County of Cumberland

I, Vanessa King Sutherland, a Notary Public of the aforesaid State and County, hereby certify that George Myers personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 15th day of August, 2023.



Vanessa King Sutherland
Notary Public
My commission expires: 11/29/2023

State of _____

County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public
My commission expires: _____

CUMBERLAND COUNTY PIN: 9494-58-3040

PROPERTY OWNER: Phillip N. Smith

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

7467 Rockfish Road, Fayetteville, NC 28306 ,

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Former King Road, SR 4089

My/Our mailing address is 7467 Rockfish Road, Fayetteville, NC 28306 .

My/Our telephone number is 910-624-0406 .

My/our email address is philsfilly@twc.com .

The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

The legal description to be used for the order of closure is attached hereto.

Date submitted: _____

Individual Owner: _____

Printed name

Signature

Individual Owner: _____

Printed name

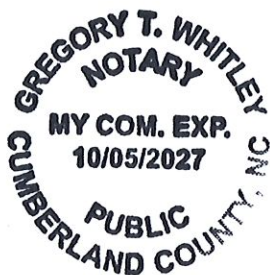
Signature

State of NORTH CAROLINA

County of CUMBERLAND

I, GREGORY WHITLEY, a Notary Public of the aforesaid State and County, hereby certify that PHILLIP N. SMITH personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this 16 day of August, 2023.



[Signature]
Notary Public

My commission expires: 10/05/2027

State of _____

County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____

CUMBERLAND COUNTY PIN: 9494-57-4949

PROPERTY OWNER: Phillip N. Smith

**PETITION REQUESTING THE CLOSURE OF A PUBLIC ROAD OR EASEMENT
DESIGNATED AS King Road SR 4089 PURSUANT TO N.C.G.S. § 153A-241**

The undersigned, being all the owners of the parcel with the PIN written above and located at

7461 Rockfish Road, Fayetteville, NC 28306 ,

request(s) the Cumberland County Board of Commissioners to permanently close the public road or easement lying within Cumberland County and not within any municipal limits designated with the name written above and described as follows:

Former King Road, SR 4089

My/Our mailing address is 7461 Rockfish Road, Fayetteville, NC 28306 .

My/Our telephone number is 910-624-0406 .

My/our email address is philsfilly@twc.com .

The notice from the NCDOT that the above designated road is not under its control and supervision is attached.

The legal description to be used for the order of closure is attached hereto.

Date submitted: _____

Individual Owner: _____

Printed name

Signature

Individual Owner: _____

Printed name

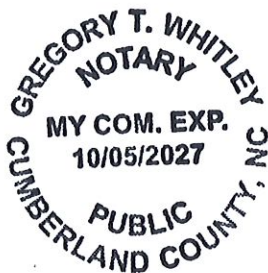
Signature

State of NORTH CAROLINA

County of CUMBERLAND

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Witness my hand and official seal this 16 day of August, 2023.



G T Whitley
Notary Public

My commission expires: 10/05/2027

State of _____

County of _____

I, _____, a Notary Public of the aforesaid State and County, hereby certify that _____ personally appeared before me as owner or as the corporate officer or managing member of a limited liability company, as indicated, and acknowledged the due execution of the foregoing petition.

Witness my hand and official seal this _____ day of _____, 2023.

Notary Public

My commission expires: _____



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

DATE: June 12, 2023

TO: H.L. "Drew" Cox, PE
Division Engineer
Division 6

FROM: Erin Lesh, GISP
Supervisor, Spatial Data Operations Group
Geographic Information Systems Unit

SUBJECT: 2023 District 2 Road System Changes

The GIS Unit's Spatial Data Operations Group has been authorized to make the changes indicated below to the state road system. We request that you update the related maps and files in your offices and install appropriate road number signs, if necessary. If our system changes do not conform to the actual conditions in the field, please return this memorandum with recommendations.

Document Number	County	Approval Date
Cumberland 2023 06 52764	CUMBERLAND	06/06/2023

Questions or comments about changes should be referred to the GIS Help Desk at GISHelp@ncdot.gov.

Thank you for your assistance.

EAL

cc: BSIP
Bridge Maintenance
Division Right of Way
IMG
Pavement Management
Permit Unit
State Road Maintenance
Traffic Engineering
Traffic Surveys

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
GEOGRAPHIC INFORMATION SYSTEMS UNIT
1521 MAIL SERVICE CENTER
RALEIGH, NC 27699-1521

Telephone: (919) 707-2165
FAX: 919-707-2210
Customer Service: 1-877-368-4968
Website: www.ncdot.gov

LOCATION:
4101 CAPITAL BLVD.
RALEIGH, NC 27604

2023 Road System Changes

Petition Name: Cumberland_2023_06_52764
Date: 06/06/2023
County: CUMBERLAND

Additions

Route	Street Name	Mileage	Map
None			

Deletions

Route	Street Name	Mileage	Map
SR 4089	KING RD	0.08	

Reassignments

Existing Route	New Route	Street Name	Mileage	Map
None				

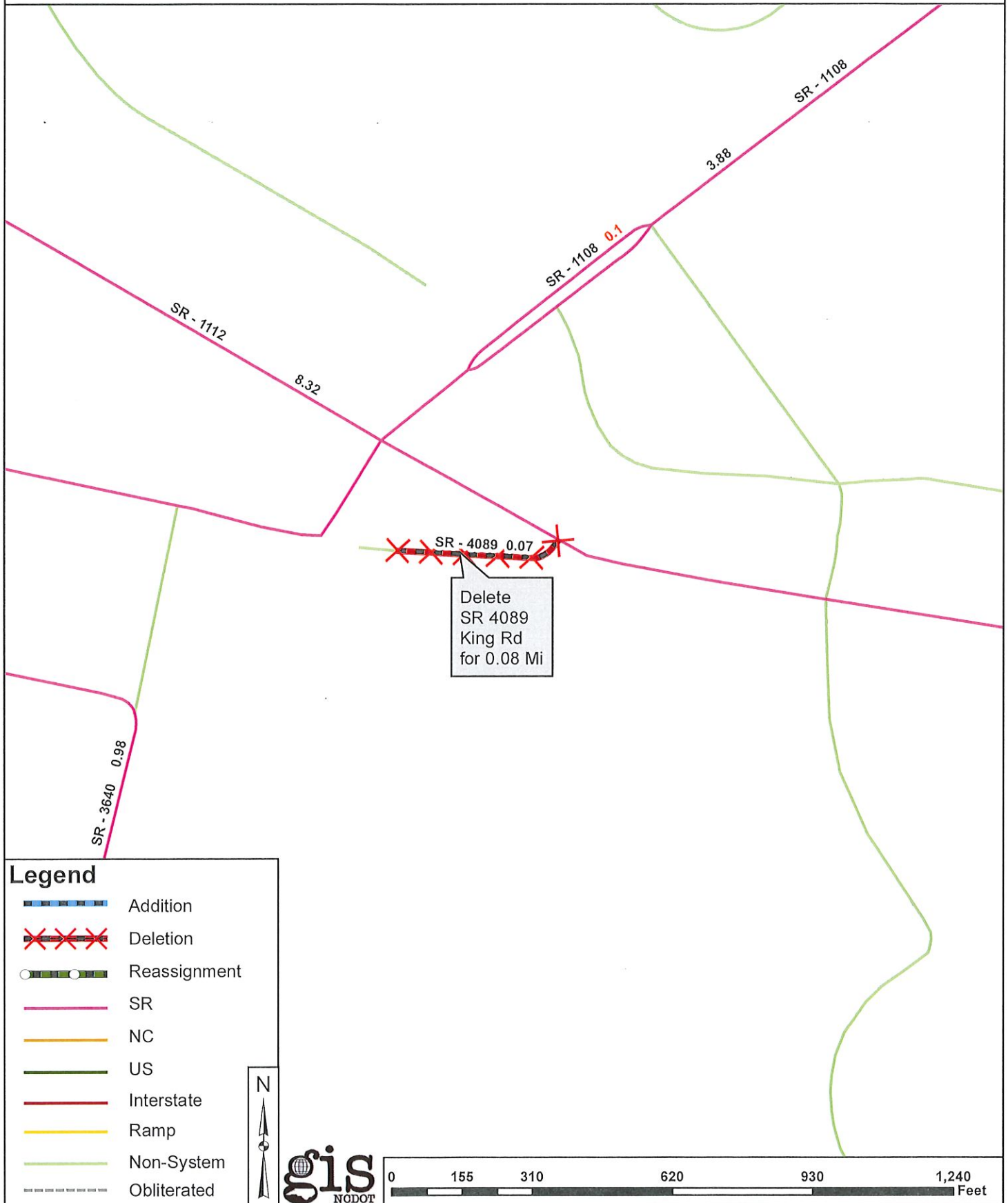
Document Number: Cumberland_2023_06_52764

Route Number(s): 4089

Map Date: 06/12/23

County: Cumberland

Approval Date: 06/06/23





OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 10/5/2023

SUBJECT: CLASSIFICATION AND COMPENSATION STUDY

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): DOMINIQUE HALL, HUMAN RESOURCES DIRECTOR

BACKGROUND

Dominique Hall Human Resources Director will give a presentation on the Classification and Compensation Study. Information regarding the classification and compensation study will be provided at the meeting.

RECOMMENDATION / PROPOSED ACTION

County Manager recommends placing this item on the October 16, 2023 Board of Commissioners meeting agenda for approval of the Classification and Compensation Study as presented.



FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVONNE MENDEZ, DEPUTY FINANCE DIRECTOR

DATE: 9/26/2023

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The attached financial report shows preliminary results of the general fund for fiscal year 2023, June year-to-date. Additional detail has been provided on a separate page explaining percentages that may appear inconsistent with year-to-date expectations.

RECOMMENDATION / PROPOSED ACTION

No action needed. For discussion and information purposes only.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY21-22 AUDITED	FY22-23 ADOPTED BUDGET	FY22-23 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF September 25, 2023	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes						
Current Year	\$ 169,937,874	\$ 170,695,791	\$ 170,695,791	\$ 173,008,171	101.4%	(1)
Prior Years	1,437,083	1,270,000	1,270,000	1,227,089	96.6%	
Motor Vehicles	23,747,036	23,267,940	23,267,940	25,322,736	108.8%	(2)
Penalties and Interest	864,165	734,864	734,864	775,424	105.5%	
Other	1,054,783	900,000	900,000	1,169,347	129.9%	
Total Ad Valorem Taxes	197,040,941	196,868,595	196,868,595	201,502,766	102.4%	
Other Taxes						
Sales	61,168,963	61,801,900	61,801,900	62,946,775	101.9%	(3)
Real Estate Transfer	3,299,733	2,100,000	2,100,000	2,620,117	124.8%	
Other	800,024	817,060	817,060	842,915	103.2%	
Total Other Taxes	65,268,720	64,718,960	64,718,960	66,409,808	102.6%	
Unrestricted & Restricted Intergovernmental Revenues	67,872,255	74,393,193	80,548,183	69,047,119	85.7%	(4)
Charges for Services	15,857,790	13,157,007	13,268,758	14,624,461	110.2%	(5)
Other Sources (includes Transfers In)	5,793,403	838,138	14,809,436	27,163,057	183.4%	(6)
Lease Land CFVMC	4,205,080	4,205,081	4,205,081	4,532,728	107.8%	
Total Other	9,998,483	5,043,219	19,014,517	31,695,784	166.7%	
Total Revenue	\$ 356,038,189	\$ 354,180,974	\$ 374,419,013	\$ 383,279,938	102.4%	
Fund Balance Appropriation		8,071,721	43,998,610	-	0.0%	
Total Funding Sources	\$ 356,038,189	\$ 362,252,695	\$ 418,417,623	\$ 383,279,938	91.6%	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL					PERCENT OF BUDGET TO DATE	**
	FY21-22 AUDITED	FY22-23 ADOPTED BUDGET	FY22-23 REVISED BUDGET	(unaudited) AS OF September 25, 2023			
Governing Body	\$ 643,556	\$ 731,621	\$ 779,624	\$ 742,014	95.2%		
Administration	1,545,377	2,477,765	2,684,727	2,407,804	89.7%		
Public Information	1,415,539	1,513,899	1,654,724	1,313,571	79.4%		
Human Resources	866,284	1,069,040	1,136,388	1,105,073	97.2%		
Court Facilities	109,890	161,920	161,920	135,297	83.6%		
Facilities Maintenance	994,256	1,263,235	1,307,789	1,237,443	94.6%		
Landscaping & Grounds	701,454	733,903	876,764	829,913	94.7%		
Carpentry	194,157	228,271	238,280	218,433	91.7%		
Facilities Management	1,422,683	1,577,802	1,633,867	1,487,164	91.0%		
Public Buildings Janitorial	924,415	1,222,079	1,263,358	1,034,473	81.9%		
Central Maintenance	679,908	4,826,432	5,449,882	3,720,302	68.3%	(1)	
Innovation & Technology Services	5,810,123	6,694,008	7,864,718	7,302,359	92.8%		
Board of Elections	1,129,321	1,536,426	1,563,875	1,221,912	78.1%		
Financial Services	1,376,589	1,594,931	1,634,215	1,487,150	91.0%		
Legal	883,476	1,194,665	1,169,384	1,107,579	94.7%		
Register of Deeds	2,475,751	2,707,953	3,450,837	2,613,492	75.7%		
Tax	5,885,336	7,239,597	7,651,610	7,139,108	93.3%		
General Government Other	7,681,170	2,768,416	12,919,301	3,790,444	29.3%	(2)	
Sheriff	47,534,415	57,726,640	63,379,569	55,631,238	87.8%		
Emergency Services	3,898,785	4,558,882	5,127,557	4,644,690	90.6%		
Justice Services	508,043	764,365	791,751	642,262	81.1%		
Youth Diversion	32,581	38,325	40,199	38,013	94.6%		
Animal Services	3,324,166	3,811,640	4,061,412	3,921,984	96.6%		
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,705,453	2,406,108	2,506,207	1,433,865	57.2%	(3)	
Health	22,734,256	30,940,765	34,170,933	26,919,349	78.8%		
Mental Health	5,440,412	5,659,484	6,084,654	5,536,159	91.0%		
Social Services	56,348,443	67,808,625	71,880,563	56,096,218	78.0%		
Veteran Services	499,932	569,737	605,725	604,817	99.9%		
Child Support	4,756,643	6,009,577	6,315,617	5,525,081	87.5%		
Spring Lake Resource Administration	32,962	39,074	39,074	30,265	77.5%		
Library	10,109,032	10,789,772	12,334,409	11,263,871	91.3%		

**County of Cumberland
General Fund Expenditures**

DEPARTMENTS	FY21-22 AUDITED	FY22-23 ADOPTED BUDGET	FY22-23 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF September 25, 2023	PERCENT OF BUDGET TO DATE	**
Culture Recreation Other (Some of the Community Funding)	260,569	260,569	260,569	260,569	100.0%	
Planning	3,199,929	3,250,424	3,505,230	3,181,345	90.8%	
Engineering	599,820	645,819	2,415,708	568,038	23.5%	(4)
Cooperative Extension	630,537	874,323	893,574	758,744	84.9%	
Location Services	148,999	215,956	249,994	241,407	96.6%	
Soil Conservation	499,622	2,734,318	3,033,914	1,155,341	38.1%	(5)
Public Utilities	93,375	100,241	105,235	103,625	98.5%	
Economic Physical Development Other	153,531	20,000	957,600	20,000	2.1%	(6)
Industrial Park	3,893	6,106	6,106	-	0.0%	(7)
Economic Incentive	613,541	510,626	510,626	276,652	54.2%	(8)
Water and Sewer	56,223	100,000	102,411	1,569	1.5%	(9)
Education	98,134,608	100,482,263	100,482,263	100,442,517	100.0%	
Other Uses:						
Transfers Out	85,187,817	22,387,093	45,115,460	43,472,715	96.4%	
TOTAL	\$ 381,246,872	\$ 362,252,695	\$ 418,417,623	\$ 361,663,865	86.4%	

Expenditures by Category	FY21-22 AUDITED	FY22-23 ADOPTED BUDGET	FY22-23 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF September 25, 2023	PERCENT OF BUDGET TO DATE	
Personnel Expenditures	\$ 137,130,016	\$ 161,184,184	\$ 170,649,424	\$ 152,866,615	89.6%	
Operating Expenditures	158,210,495	175,616,618	189,546,624	160,198,610	84.5%	
Capital Outlay	718,544	3,064,800	13,106,115	5,125,925	39.1%	(10)
Transfers To Other Funds	85,187,817	22,387,093	45,115,460	43,472,715	96.4%	
TOTAL	\$ 381,246,872	\$ 362,252,695	\$ 418,417,623	\$ 361,663,865	86.4%	

COUNTY OF CUMBERLAND

Fiscal Year 2023 - June Year-to-Date Actuals (Report Run Date: September 25, 2023)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 101.4% - 99.38%** is the actual collection rate as of June 30, 2023. The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 108.8%** - YTD Actual reflects 12 months of collections.
- (3) **Sales Tax 101.9%** - YTD Actual reflects 12 months of collections. Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 85.7%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 110.2%** - The largest component of charges for services is revenue from the Board of Ed for security at 24% of budget. 77% of that revenue has been billed/collected to date.
- (6) **Other sources (Includes Transfers in) 183.4%** - Interest income was conservatively budgeted at \$20,000. Actual interest income is approximately \$9.2M.

General Fund Expenditures

**

- (1) **Central Maintenance 68.3%** - Approximately \$1M is encumbered for vehicles that have been ordered, but not yet received.
- (2) **General Government Other 29.3%** - Approximately \$3.2M in Freed-Up Capacity funds were budgeted but not yet expended. Approximately \$1.5M was budgeted for the Employee Daycare and \$3.5M for Non-Profit Assistance that is not yet expended.
- (3) **Public Safety Other 57.2%** - Approximately \$675K for an interlocal agreement with the City of Fayetteville was not expended.
- (4) **Engineering 23.5%** - Approximately \$1.7M in ARP funds were budgeted for rehiring staff and are unexpended.
- (5) **Soil Conservation 38.1%** - Approximately \$1.4M in USDA Grant funds were budgeted and are unexpended.
- (6) **Economic Physical Development Other 2.1%** - Approximately \$937K in Golden Leaf Grant funds were budgeted but not yet expended.
- (7) **Industrial Park 0.0%** - The county no longer owns this property and will no longer be incurring expenses.
- (8) **Economic Incentive 54.2%** - Economic incentives are paid when the company complies.
- (9) **Water and Sewer 1.5%** - The need for spending in this fiscal year has been low.
- (10) **Capital Outlay 39.1%** - Many capital outlay projects require re-appropriation due to delays.



RISK MANAGEMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 9/22/2023

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY24 are up 26.70% for the month of August as compared to the same month in FY23. To provide some perspective, below is the two-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 21, 22, 23 and 24. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through August	\$4,256,915
Less year to date stop loss credits	(\$107,399)
Net year to date claims and premium payment through August	\$4,149,516

Average monthly claims and fully insured premium (before stop loss) per fiscal year through August:

FY19 \$1,622,733

FY20 \$1,435,115

FY21 \$1,489,657

FY22 \$2,622,469

FY23 \$1,869,898

RECOMMENDATION / PROPOSED ACTION

Information only – no action needed.

ATTACHMENTS:

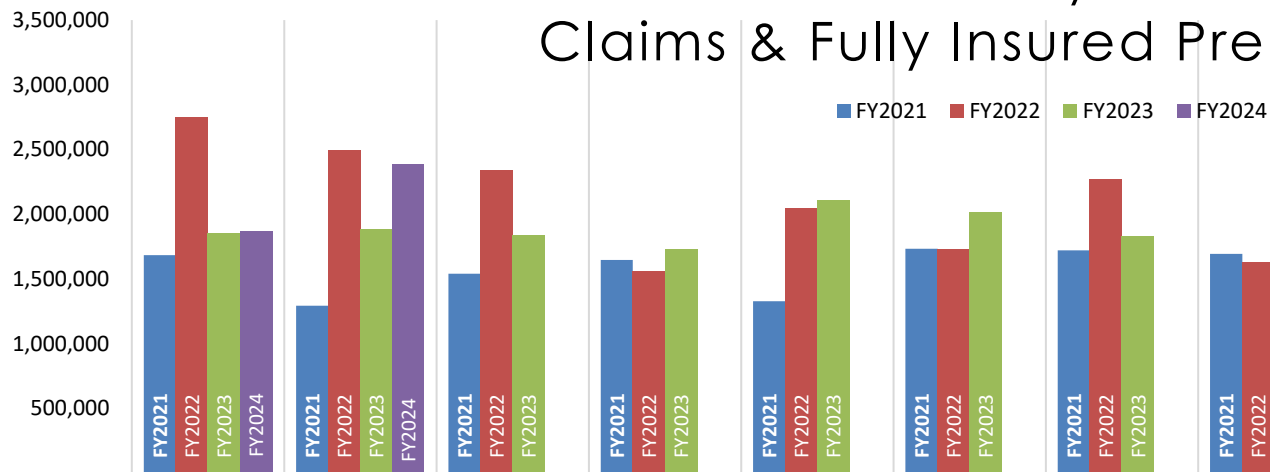
Description

Health Insurance Graphs

Type

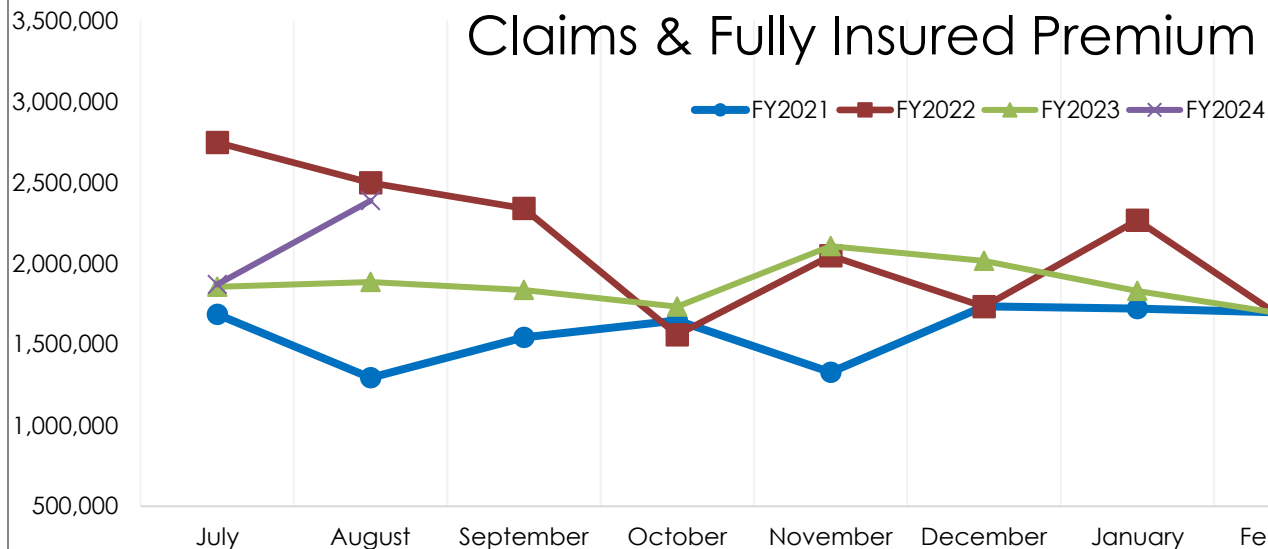
Backup Material

Monthly Insurance Claims & Fully Insured Premium FY21-FY24



	July	August	September	October	November	December	January	February	March	April	May	June
FY2021	1,685,626	1,293,687	1,542,466	1,647,800	1,328,511	1,734,763	1,720,848	1,694,397	2,054,311	1,784,064	2,251,315	1,915,606
FY2022	2,746,420	2,498,518	2,339,584	1,559,265	2,047,295	1,732,957	2,267,344	1,629,805	2,614,514	2,102,763	2,207,685	2,038,563
FY2023	1,855,596	1,884,199	1,835,828	1,731,837	2,107,112	2,015,612	1,830,151	1,681,016	2,425,105	2,014,970	2,285,306	2,464,009
FY2024	1,869,673	2,387,241										

Monthly Insurance Claims & Fully Insured Premium FY21-FY24





COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEE TAYLOR, DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 10/4/2023

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

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): COMMUNITY DEVELOPMENT STAFF

BACKGROUND

This report provides a quarterly update on projects and activities being implemented through the Community Development Department for the Program Year period beginning July 1, 2023 and ending June 30, 2024. The funding sources used to carry out the projects and activities include the Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), Continuum of Care (CoC) Program, CDBG-CV, and general funds.

RECOMMENDATION / PROPOSED ACTION

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

ATTACHMENTS:

Description	Type
Community Development Update	Backup Material

COMMUNITY DEVELOPMENT UPDATE

As of September 30, 2023

FUNDING SOURCES (July 1, 2022 – June 30, 2023)

- U.S. Department of Housing and Urban Development (HUD)
 - Community Development Block Grant (CDBG): \$891,974
 - Home Investment Partnerships Program (HOME): \$458,280
 - Home Investment Partnerships Program – American Rescue Plan (HOME-ARP): \$1,435,021
 - Continuum of Care (CoC) Program: \$168,049
- Local Funds
 - County General Funds (Admin): \$261,108
 - PATH / CoC Program Match: \$84,911
 - Homeless Initiative (City/County): \$200,000

PROJECTS AND ACTIVITIES FOR JULY 1, 2022 – JUNE 30, 2023 FUNDING CYCLE

Project/Activity Type	Allocation*
Public Services (CDBG/CDBG-CV)	
Better Health of Cumberland County	\$20,000
Catholic Charities	\$20,000
Cumberland County Medication Access Program	\$20,000
Cumberland HealthNET	\$20,000
Connections of Cumberland County	\$20,000
Life Matters Centers for Hope, Health, and Healing	\$20,000
MariusMaximus Foundation	\$10,000
Myrover-Reese Fellowship Homes, Inc.	\$20,000
North Carolina Community Housing & Consulting, Inc.	\$10,000
Salvation Army	\$20,000
Kingdom Community Development Corporation	\$23,462
Public Facilities	
Cumberland County-Homeless Support Center	\$300,000
Myrover-Reese Fellowship Homes, Inc.	\$482,344
Clearance/Demolition	\$50,000
Affordable Housing Development, Homebuyer (HOME) / Housing Rehabilitation (CDBG/HOME)	
Kingdom Community Development Corporation	\$900,000
Housing Rehabilitation – Owner Occupied / Rental Rehab (CDBG)	\$445,057
Housing Rehabilitation (HOME)	\$300,000
Homebuyer Assistance (HOME)	\$25,000
Housing Project Delivery (CDBG)	\$225,000
Single Family Housing (HOME-ARP)	\$1,435,021
Continuum of Care (CoC) Program	
Robin's Meadow Transitional Housing Program (7/1/2023-6/30/2024)	\$85,817
Safe Homes for New Beginnings (12/1/2023-11/30/2024)	\$63,332
Community Housing and Support Services (12/1/2022-11/30/2023)	\$40,649
Economic Development	
Economic Development: Small Business / Microloan	\$25,000
General Funds	
Homeless Initiative: County/City General Funds (Homeless Management Information System, Data and Evaluation Analyst Position, and housing and services.	\$200,000
Administration/Match (CDBG/HOME/General Funds)	
Administration (CDBG=\$256,171/HOME=\$45,956) / Match (HOME=\$288,549)	\$590,676

*Includes prior year funding and/or program income



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 12, 2023
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 10/5/2023

SUBJECT: PROJECT UPDATES

Requested by: BOARD OF COMMISSIONERS

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

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

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

ATTACHMENTS:

Description

Project Updates

Type

Backup Material

MONTHLY PROGRESS REPORT				
Project Location	Contract Amount	Project Status	Contract Start Date	Contract Duration
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	99% complete. Punchlist items are 98% complete. Emergency Services personnel have completed transition and facility is live as of December 14, 2022. Several long-lead items for video wall have started arriving and the contractor has begun installation. Estimating complete video wall installation by mid-December 2023.	3/8/2021	360 days
DSS Elevators	\$1M	Project is complete. Awaiting final inspection.	6/6/2022	180 days
Judge Maurice E. Braswell Courthouse Bathroom Updates	\$200K	To date have completed Lower-Level, First, Second, Third and Fourth Floor Public Restrooms. Conducted pre-bid meeting for 5th Floor on September 7, 2023. Project awarded on September 14, 2023. Prec-construction conference set for October 12, 2023.	N/A	N/A
Law Enforcement Center Switchgear Replacement	\$350K	Bid opening was on May 17, 2023. Nationwide Electric Incorporated was lowest responsive and responsible bidder. Notice to Proceed issued on July 3, 2023. Awaiting arrival of equipment. Completed review of shop drawing submittals. Scheduling the pre-construction conference for October 12, 2023.	TBD	180 days
Historic Courthouse Switchgear Replacement	\$350K	Bid opening was on May 17, 2023. Nationwide Electric Incorporated was lowest responsive and responsible bidder. Notice to Proceed issued on July 3, 2023. Awaiting arrival of equipment. Completed review of shop drawing submittals. Scheduling the pre-construction conference for October 12, 2023.	TBD	180 days
Judge Maurice E. Braswell Courthouse Elevator Upgrade	\$111K	Soliciting for 2nd Quarter FY24 due to previous vendor's lack of Omnia agreement verification.	TBD	180 days
Recovery Shelter Generators	\$3M	Project is in design. Anticipate solicitation for installer for mid-November 2023.	N/A	N/A
Headquarters Library Boiler Replacement	\$150K	Boilers have been Delivered. Will be completed after Detention Center Boiler replacement. Replacement starting on October 9, 2023. Estimated completion October 17, 2023.	3/20/2023	180 days
Corporation Drive Sewer Outfall	\$98.5K	Pre-construction meeting held on July 27, 2023. Notice to Proceed issued. Construction commenced September 18, 2023. Project is on schedule.	9/18/2023	180 days
		Changes annotated in red		