# AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE- ROOM 118 MARCH 18, 2024 6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

#### RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

Vice Chairwoman Dr. Toni Stewart on her Appointment to the State Health Coordinating Council

#### **PUBLIC COMMENT PERIOD**

- 1. APPROVAL OF AGENDA
- 2. CONSENT AGENDA
  - A. Approval of Proclamation Recognizing March 2024 as Women's History Month
  - B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
  - C. Approval of Formal Bid Award for Solid Waste Service Truck
  - D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services
  - E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)
  - F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy
  - G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
  - H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221
  - I. Proof of Publication of Notice of Public Hearing Held March 4, 2024
  - J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site
  - K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda

- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services
  - 2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services
  - 3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds
  - 4. Fiscal Year 2024 Health Insurance Benefit Plan Changes
- 3. PUBLIC HEARINGS
  - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

#### **Rezoning Cases**

- B. Case ZON-23-0035
- C. Case ZON-23-0037
- D. Case ZON-24-0001
- E. Case ZON-24-0002
- 4. ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing
  - B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum
  - C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck
- 5. NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)
  - B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)
  - C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)
  - D. Cape Fear Valley Board of Trustees (1 Vacancy)

#### 6. APPOINTMENTS

- A. Home and Community Care Block Grant Committee (1 Vacancy)
- B. Mid-Carolina Aging Advisory Council (1 Vacancy)
- C. Farm Advisory Board (1 Vacancy)
- 7. CLOSED SESSION: If Needed

#### ADJOURN

#### **REGULAR BOARD MEETINGS:**

April 1, 2024 ( Monday) 9:00 AM April 15, 2024 (Monday) 6:45 PM May 6, 2024 (Monday) 9:00 AM

## 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



## **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 3/6/2024

#### SUBJECT: FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS

#### **BACKGROUND**

<u>Little Miss Hometown Bronco Queen</u> Queen - Madison McLaughlin

First Runner Up - Alyvia Adderly

<u>Preteen Miss Hometown Bronco Queen</u> Queen - Kennedy Marie Whitaker

First Runner Up - Bailee Swinton

Second Runner Up - Sonia Ross

Third Runner Up - Chloe Jones



# **OFFICE OF THE COUNTY MANAGER**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: CLARENCE GRIER, COUNTY MANAGER
- DATE: 3/13/2024

#### SUBJECT: VICE CHAIRWOMAN DR. TONI STEWART ON HER APPOINTMENT TO THE STATE HEALTH COORDINATING COUNCIL

#### **BACKGROUND**

Vice Chairwoman Dr. Toni Stewart has been appointed by Governor Roy Cooper to serve on the North Carolina State Health Coordinating Council. The council is responsible for developing an annual State Medical Facilities Plan, which is approved by the governor and runs from January 1-December 31.

The basic principles of the State Medical facilities Plan are to promote cost-effective approaches, expand health care services to the medically underserved and encourage quality health services. The State Health Coordinating Council receives staff support from the N.C. Department of Health and Human Services.

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

Recognize Vice Chairwoman Dr. Toni Stewart on her appointment to the State Health Coordinating Council.



## **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: ANDREA TEBBE, CLERK TO THE BOARD
- DATE: 3/11/2024

#### SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING MARCH 2024 AS WOMEN'S HISTORY MONTH

#### **BACKGROUND**

A request was received for a proclamation recognizing March 2024 as Women's History Month in Cumberland County.

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

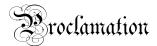
Respectfully request approval of the proclamation.

ATTACHMENTS: Description

Women's History Month Proclamation

Type Backup Material

COUNTY OF CUMBERLAND



WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and

WHEREAS, American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and

WHEREAS, as women take part in the world of work, they also continue to embrace and nurture the family as they have always done, and all Americans can be truly grateful for the role of women as the heart of the family and for their every accomplishment today and throughout our history; and

WHEREAS, American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation and served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, countless American women have served our country courageously in the military; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, the peace movement, which created a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 2024 as Women's History Month in Cumberland County and call upon all citizens to mark this month with appropriate observances to honor the achievements of women.

Adopted this 18th day of March 2024.

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



### **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: ANDREA TEBBE, CLERK TO THE BOARD
- DATE: 3/11/2024

#### SUBJECT: APPROVAL OF PROCLAMATION RECOGNIZING MARCH 2024 AS SOCIAL WORKERS MONTH

#### **BACKGROUND**

A request was received for a proclamation recognizing March 2024 as Social Worker's Month in Cumberland County.

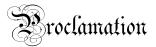
#### **RECOMMENDATION / PROPOSED ACTION**

Respectfully request approval of the proclamation.

# ATTACHMENTS:

Description Social Worker's Month Proclamation Type Backup Material

COUNTY OF CUMBERLAND



WHEREAS, Social Workers enter the profession because they have a strong desire to help and empower individuals, families, communities, and our nation overcome issues that prevent them from reaching their full potential; and

WHEREAS, Social Workers have worked for more than a century to improve the well-being and enhance the basic needs of all people; and

WHEREAS, Social Workers follow a Code of Ethics that call on them to fight social injustice and respect the dignity and worth of all people. They have helped this nation live up to its values by advocating for equal rights for all, including people of color, people who are Indigenous, people who are LGBTQIAS+, and people who follow various faiths; and

WHEREAS, Social Workers positively touch the lives of millions of Americans each day and in a variety of places, including schools, hospitals, the military, child welfare agencies, community centers and in federal, state, and local government; and

WHEREAS, Social Workers are the largest group of mental health care providers in the United States. They are on the front lines of the nation's opioid addiction crisis, assist with recovery from natural disasters and help people cope with death and grief; and

WHEREAS, Social Work is one of the fastest growing careers in the United States, with around 708,000 social workers today and more than 60,000 social workers expected to enter the profession over the next decade; and

WHEREAS, the 2024 Social Work Month theme, "Empowering Social Workers" embodies how social workers help empower individuals, families, communities, and our society. Social Workers continue to push for changes that make our society a better place to live.

NOW THEREFORE, We, the Cumberland County Board of Commissioners, do hereby proclaim March 2024 as Social Worker Month in Cumberland County and call upon all citizens to honor and support the Social Work Profession.

Adopted this 18th day of March 2024.

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



#### FINANCE DEPARTMENT

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 3/7/2024

#### SUBJECT: APPROVAL OF FORMAL BID AWARD FOR SOLID WASTE SERVICE TRUCK

#### **BACKGROUND**

In FY 2023, Cumberland County was awarded grant funding from the North Carolina Department of Environmental Quality's (NCDEQ) Volkswagen Settlement Clean Heavy-Duty Equipment and Vehicle Program project to replace five Solid Waste vehicles. One of the vehicles to be purchased with these funds is a service truck that will be used to service equipment at the Wilkes Road Compost Facility.

A formal bid request was issued for the service truck and two bids were received by the due date of Dec. 1, 2023, with Piedmont Truck Center, Inc. being the lowest responsive, responsible bidder with a total bid of \$183,119.

Funding in the amount of \$183,119 is available in the Solid Waste Capital Outlay budget to purchase a service truck. Of this amount, \$160,525 is funded by the NCDEQ Volkswagen Settlement grant.

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

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-9-SW to Piedmont Truck Center, Inc. based on lowest responsive, responsible bidder standard of award.

#### **ATTACHMENTS:**

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



# 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.  $\triangle$ 

Date: 3-1-24 Department: Solid Waste
Bid Description (If additional space necessary, may attach a separate sheet): IFB # 24-9-SW - Service Truck
Amount of Bid Award (or estimated contract amount): $\frac{9}{53}$ , $\frac{33}{19}$ (If \$90,000 – \$99,999.99 County Manager approval required only, if
\$100,000 or more County Manager and Board approval required.)
\$100,000 or more County Manager and Board approval required.) Budgeted Amount for Project: $\frac{160525}{505}$ Original Budget (Y/N): $\frac{1}{2000}$ or Budget Revision #: $\frac{240551}{240952}$ Budget Line: Org. $\frac{6254607}{240952}$ Object Code: $\frac{577100}{240952}$ Project Code: $\frac{50004}{240952}$
Budget Line: Org. 6254607 Object Code: 577100 Project Code: 50004 240952
Department Bid Award Recommendation (specify the vendor): Piedmont Truck (enter
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.): Lowest responsive bidder
Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? <u>NO</u> 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:
Reviewed and Accepted By:
This is within the County Manager's authority to approve range $\Box$ This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC $\Box$
Finance Director (Please see question below) County Manager (Please see question below) Date: 3/1/24
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:
County Purchasing Manager
FOR PURCHASING ONLY BELOW THIS LINE
SAM CHECKED

IRAN CHECKED



#### **Financial Services**

#### **Purchasing Division**

#### Bid Tab Summary IFB# 24-9-SW SERVICE TRUCK BID

#### Bids Due Date: December 1, 2023 at 2:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Executed Proposal Response	3 Photo copies	1 Electronic Copy on a Flash Drive	Attachment B	Attachment C	Attachment D	Total Bid	Comments
W.H. Peoples Logistics, LLC	11/28/23	11:08 AM	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	\$ 210,334.50	Responsive
Piedmont Truck Center	11/30/23	10:14 AM	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$	\$ 183,119.00	Responsive



#### FINANCE DEPARTMENT

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER
- DATE: 3/1/2024

#### SUBJECT: APPROVAL OF FORMAL BID AWARD AND CONTRACT FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES

#### **BACKGROUND**

The Cumberland County Community Transportation Program (CTP) utilizes contractor supplied vehicles and drivers to provide curb to curb service, with some cases requiring door to door service, in Cumberland County and surrounding areas. The six programs operated by CTP, which are funded by state and federal funds, include: Elderly and Disabled Medical Transportation (EDTAP), Rural General Public Transportation (RGP), Urban Employment Transportation (EMPL), Elderly and Disabled Non-Medical Transportation (5310), Area Agency on Aging Medical (AAA Med), and Area Agency on Aging General (AAA Gen).

Proposals were solicited, received, and evaluated by three members of the Transportation Advisory Board (TAB). On February 22, 2024, the Transportation Advisory Board reviewed and approved the recommendations from the evaluation committee. Proposals were evaluated based on quality and completeness of proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost. B&W Transporting Incorporated, Famiks Transport, Inc., and Chapmans Management Company ranked as the top three scoring providers determined to offer the best overall value of services and cost.

B&W Transporting Incorporated was recommended for the following contracts: RGP, EMPL, 5310, AAA Med, and AAA Gen at a rate of \$41.00 per unit of service.

Famiks Transport, Inc. was recommended for the following contracts: EDTAP, RGP, EMPL, 5310, AAA Med, and AAA Gen at a rate of \$41.00 per unit of service.

Chapmans Management Company was recommended for the following contracts: EDTAP, RGP, EMPL,

5310, AAA Med, and AAA Gen at a rate of \$32.00 per unit of service.

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

Finance and Purchasing staff recommend that the Board of Commissioners:

1. Award RFP for Cumberland County Community Transportation Program Services to B&W Transporting Incorporated, Famiks Transport, Inc., and Chapmans Management Company using the Uniform Guidelines best overall value standard of award.

2. Delegate authority to the County Manager to sign the contracts and any contract amendments with B&W Transporting Incorporated, Famiks Transport, Inc., and Chapmans Management Company after approval of pre-audit and legal sufficiency.

#### **ATTACHMENTS:**

Description Bid Award Request Form Memo Bid Tab Summary Bid Evaluation Summary

Backup Material Backup Material Backup Material Backup Material

Type



# 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: 2-22-2024 Department: Planning & Inspections/ CTP

**IRAN CHECKED** 

Bid Description (If additional space necessary, may attach a separate sheet): See Allachment Amount of Bid Award (or estimated contract amount): 251M Oregil (If \$90,000 - \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.) Budgeted Amount for Project: FY25 BudgetOriginal Budget (Y/N): \_\_\_\_ or Budget Revision #: \_\_\_\_\_ 277457E Object Code: <u>533330</u> Project Code: \_\_\_\_\_ Budget Line: Org. 277457B 2774570 Department Bid Award Recommendation (specify the vendor): The Top Three are B&W Transportation, Famiks Transport Inc., and Chapmans Management Company 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.): The proposals were rated on Proposal Response; Qualifications and Experience; References; Disadvantage Business Enterprise (DBE) efforts; and value for cost using the aforementioned criteria from the evaulation committee meeting on 2-13-2024. Even though cost was part of the determining factor it was not based off the lowest bidder it was based on the overall value . The three companies are the same providers that were used last year and has provided ongoing satisfactory service. Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? Yes If so, which committee? TAB on what date? 2-22-2024 (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: Reviewed and Accepted By:** This is within the County Manager's authority to approve range This is within the BOGC authority to approve range, requesting County Manager approval to send forward to BOCC Date: 2-79-24 Date: 3 1/24 Finance Director (Please see question below) County Manager (Please see question below) Should this bid be submitted to the Agenda Session? Is the County Manager approval contingent upon any committee No V Yes review/approvals of bid award? If so, please specify the required committee: M Date: 2/27 **County Purchasing Manager** FOR PURCHASING ONLY BELOW THIS LINE SAM CHECKED DOA CHECKED

Rawls Howard Chairman

Alinda Balley Vice Chairperson



Lashonda Cherry-Crawford

**Transportation Coordinator** 

# **Transportation Advisory Board**

Date: February 23, 2024

#### MEMORANDUM

TO: Purchasing

THRU: Hank Graham, FAMPO Executive Directo

Rawls Howard, Director of Planning & Inspections

FROM: Lashonda Cherry-Crawford, Transportation Program Coordinator

SUBJECT: FY25 Community Transportation Bid Proposals

#### BACKGROUND

An evaluation committee consisting of three members of the Transportation Advisory Board (TAB) met Tuesday, February 13<sup>th</sup>, 2024, to review Cumberland County Community Transportation Program proposals. The Transportation Advisory Board then met on Thursday February 22, 2024, to review and approve the recommendations from the evaluation committee for the following proposals:

- Section 5310 Transportation (5310)
- Employment Transportation (EMPL)
- Rural General Public Transportation (RGP)
- Area Agency on Aging Medical Transportation (AAA- Medical)
- Area Agency on Aging General Transportation (AAA-Gen)
- Elderly and Disabled Medical Transportation (EDTAP)

The proposals were rated on proposal response, qualifications and experience, references, Disadvantaged Business Enterprise (DBE) efforts, and value for cost.

After review, B&W Transportation was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, AAA medical at a rate of \$41.00 per unit of service.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1820 Fayetteville, North Carolina 28301 | Phone: 910-670-7624 | Email: Icrawford@cumberlandcountnc.gov cumberlandcountync.gov Rawls Howard Chairman

Allnda Balley Vice Chairperson



Lashonda Cherry-Crawford Transportation Coordinator

# **Transportation Advisory Board**

FAMIKS Transport Inc. was recommended for the following contracts 5310, EMPL, RGP, AAA Medica, AAA-Gen and EDTAP at a rate of \$41.00 per unit of service.

Chapmans Management Company was recommended for the following contracts: 5310, EMPL, RGP, AAA Gen, AAA Medical and EDTAP at a rate of \$32.00 per unit of service.

These three companies were recommended out of a total of six transportation providers that submitted proposals. Each was rated by evaluation committee using the aforementioned criteria. A copy of the bid tab is attached with this memo.

The Transportation Advisory Board would like to request approval from the Cumberland County Board of Commissioners to enter into contracts with the top three selected transportation providers at the stated rates of service.



#### Bid Tab Summary RFP Cumberland County Community Transportation Program

Proposal Due Date: February 9, 2024 at 2:00 PM

Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Executed Proposal Response	1 Electronic Copy on a Flash Drive	copies	Attachment A	Attachment B	Attachment C or D	Attachment E	Attachment F	Attachment H	EDTAP Proposal (Cost per Unit)	RGP Proposal (Cost per Unit)	EMPL Proposal (Cost per Unit)	AAA Medical Proposal (Cost per Unit)	AAA General Proposal (Cost per Unit)	5310 Proposal (Cost per Unit)	Notes
B & W TRANSPORTING INCORPORATED	2/7/24	9:50 AM	~	✓	~	~	~	~	~	~	✓	~	N/A	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	Responsive
BUIE CARES LLC	2/9/24	10:34 AM	~	~	~	~	~	~	~	~	~	x	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	Non-Responsive -Did not submit Attachment H -Submitted both Attachment C & Attachment D; only supposed to submit one
JOY RIDE TRANSPORTATION LLC	2/9/24	12:35 PM	~	~	~	~	~	~	~	~	~	$\checkmark$	\$44.42	\$33.58	\$25.90	\$44.42	\$44.42	\$33.58	Responsive -Submitted both Attachment C & Attachment D; only supposed to submit one
FAMIKS TRANSPORT, INC.	2/9/24	12:37 PM	~	✓	~	~	~	~	~	~	✓	~	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	\$41.00	Responsive
CHAPMANS MANAGEMENT COMPANY	2/9/24	1:15 PM	~	$\checkmark$	~	~	~	~	~	~	✓	~	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	\$32.00	Responsive
TRANSPORTATION WITH MO' INC., TWM INC.	2/9/24	1:43 PM	$\checkmark$	$\checkmark$	х	~	$\checkmark$	~	~	~	~	~	\$155.00	\$238.00	\$238.00	\$155.00	\$155.00	\$238.00	Responsive -Did not include electronic copy on flash drive -Purchasing scanned the proposal -Proposes cancellation fees

# Evaluation Sheet RFP for Cumberland County Transportation Program Total Max Points (Per Vendor) 100

**Evaluators Name:** 

## CONSOLIDATED TEAM AVERAGE

Vendors	Quality & Completeness of Proposal Response	Qualifications & Experience	References	DBE Efforts	Value for Cost	Total
	15 Points Max	<b>30 Points Max</b>	15 points Max	10 Points Max	<b>30 Points Max</b>	
B&W Transporting Incorporated	15	30	15	10	30	100
Joy Ride Transportation LLC	5	10	5	2	30	52
Famiks Transport, Inc.	15	25	15	10	30	95
Chapmans Management Company	10	25	15	10	30	90
Transportation with Mo' Inc., TWM Inc.	10	30	15	10	0	65



## PLANNING AND INSPECTIONS DEPARTMENT

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR
- DATE: 3/18/2024

### SUBJECT: APPROVAL OF THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM (CTP) PUBLIC TRANSPORTATION AGENCY SAFETY PLAN (PTASP)

#### **BACKGROUND**

The Public Transportation Agency Safety Plan (PTASP) has been developed to integrate safety measures into all Cumberland County transportation program (CTP) system operations. The use of the procedures outlined in the PTASP will continue to improve the safety and security of CTP's operation and services.

The PTASP describes the policies, procedures, and requirements to be followed by contracted management, maintenance and operations personnel to provide a safe environment for CTP employees, customers and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

As a subrecipient of Federal Transportation Administration (FTA) funds section 5307, CTP is responsible for meeting 49 C.F.R. Part 673 requirements. This includes requirements for Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion.

Additionally, as part of the FAMPO Metropolitan Transportation Plan (MTP) update, all transit agencies within FAMPO's boundaries are required to have this PTASP plan in place to secure future grant funding.

This document meets all requirements and was developed by the North Carolina Department of Transportation-Integrated Mobility Division and their consultant to guide CTP in its administration and management of safety and security activities conducted by the Cumberland County CTP and its contractors.

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

Staff recommends approval of the Cumberland County Community Transportation Program's Public Transportation Agency Safety Plan (PTASP) to meet the requirements of the North Carolina Department of Transportation (NCDOT).

# **ATTACHMENTS:**

Description Public Transportation Agency Safety Plan Type Backup Material

# **Public Transportation Agency Safety Plan**

Cumberland County Community Transportation Program



NORTH CAROLINA



# March 2024

# Table of Contents

Section 1. Transit Agency Information3
Section 2. Plan Development, Approval, and Updates4
Section 3. Safety Performance Targets5
Section 4. Safety Management Policy6
Safety Management Policy Statement6
Safety Management Policy Communication9
CTP Employees9
Contracted Employees9
Riders9
Authorities, Accountabilities, and Responsibilities10
Accountable Executive (AE):10
Chief Safety Officer (CSO):10
Employee Safety Reporting Program11
Safety Performance Targets and Measures11
Section 5: Safety Risk Management11
Personnel12
Assets
System12
Minimizing Exposure to Infectious Diseases12
Section 6: Safety Assurance
Section 7: Safety Promotion14
Section 8: Additional Information14
Section 9: Definitions of Terms Used in the Safety Plan15
Section 10: Commonly Used Acronyms17
Section 11: Appendices
Section 11: Appendix A- Hazard Reporting Form18
Section 11: Appendix B- Incident Reporting Form19
Section 11: Appendix C- Pre/ Post Trip Inspection Form20
Section 11: Appendix D- Safety Meeting Report Form21

# Section 1. Transit Agency Information

Accountable Executive:	Lashonda Cherry-Crawford, CTP Transportation Coordinator					
Chief Safety Officers:	Barbara Cannady, B&W Transportation, INC.					
	Ebou Sankareh, FAMIKS Transport, INC					
	Barsheem Chapman, Chapmans Management Company					
Cumberland County Cor	mmunity Transportation Program (CTP)					
130 Gillespie Street, Fayetteville, NC 28301						
910-678-7619, <u>http://cumberlandcountync.gov/ctp</u>						

Modes of Service:	Demand Response							
FTA Funding Sources:	FTA Section 530	07, 5311.						
Modes of Service Direc	tly Provided:							
□Bus (MB)		$\Box$ Bus Rapid Transit (RE	3)	□Publico (PB)				
⊠Demand Response (I	OR)	□Commuter Bus (CB)		□Trolleybus (TB)				
□Demand Response T	axi (DT) 🛛 Jitne	у (ЈТ)	□Vanp	oool (VP)				
⊠ CTP does not provid	e transit services	s on behalf of another tr	ansit age	ency or entity.				
$\Box$ CTP provides the bel	ow transit mode	s on behalf of the follow	ing trans	sit agency(s) or entity(s).				
Transit Agency:								
□Bus (MB)		$\Box$ Bus Rapid Transit (RE	3)	□Publico (PB)				
Demand Response (I	OR)	□Commuter Bus (CB)		□Trolleybus (TB)				
□ Demand Response T	axi (DT) 🛛 Jitne	у (ЈТ)	□Vanp	oool (VP)				
Cumberland County Co	mmunity Transp	ortation Program (CTP)	receives	FTA Section 5307 and 5311				

Cumberland County Community Transportation Program (CTP) receives FTA Section 5307 and 5311 funding and provides oversight and call center services for county demand response transportation services provided by private contractors. Each Contractor has a Safety Officer who reports directly to the County's Transportation Coordinator/Accountable Executive for the purposes of this Plan.

The Agency Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.

Section 2 D	lan Development,	Annroval	and Undates
Section 2.1	ian Development,	Approval,	and opuates

Name of Er Drafted Thi		Cumberland	Cumberland County Community Transportation Program							
Signature k	w the	Signat	Date of	of Signature						
	le Executive	Lashonda Ch	nerry-Crawford							
		Name of Ind Plan	ividual/Entity That Approved This	Date of	Approval					
Approval b of Directors	y the Board									
Equivalent		Relevant Do	cumentation (title and location)	I						
		Name of Ind Plan	ividual/Entity That Certified This	Date of C	ertification					
Certification of Compliance										
Compliance	6	Relevant Do	Relevant Documentation (title and location)							
Version N	umber and U	pdates								
Record the	e complete his	tory of succes	ssive versions of this plan.							
Version Number	Section/Pa	ges Affected	Reason for Change		Date Issued					
V.1	All		Original with BIL changes		12/31/23					
	view and Un	date of the P	ublic Transportation Agency Saf	ety Plan						
	wiew and op			-	h !: -					
Describe tl	ne process and tion Agency S		conducting an annual review and u	ipuale of the Pul	DIIC					

(PTASP) also referred to as the Agency Safety Plan (ASP) will be jointly reviewed and updated in cooperation with the employees and contractors in May of each year followed by final Accountable Executive and Board of Commissioners approval in June even if no changes are made. Plan updates may

include changes to the current AE or SO's, changes resulting from Federal or State requirements, contractual changes or significant changes to transit services.

# Section 3. Safety Performance Targets

#### **Annual Safety Performance Targets**

Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan

Mode of Transit Service	Fatalities (total)	Fatalities (per 100k VRM)	Injuries	Injuries (per 100k VRM)	Safety Events (total)	Safety Events (per 100k VRM)	System Reliability
Demand Response	0	0	0	0	3	3.0	80,000

#### Safety Performance Target Coordination

Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.

Annual safety performance targets will be shared with Fayetteville Area Metropolitan Planning Organization (FAMPO) and NCDOT's Integrated Mobility Division (IMD) upon final BOD approval.

Targets Transmitted to the State	State Entity Name North Carolina Department of Transportation- IMD	Date Targets Transmitted           05/24/24
Targets Transmitted to	Metropolitan Planning Organization Name	Date Targets Transmitted
the Metropolitan Planning Organization(s)	FAMPO	5/24/2024

# Section 4. Safety Management Policy

## Safety Management Policy Statement

Cumberland County Community Transportation Program (CTP) strives to provide safe, reliable, comfortable, and innovative transportation options to every member of the community through its demand response contracted services. The Public Transportation Agency Safety Plan (PTASP) has been developed to integrate safety into all CTP system operations. By using the procedures contained in the PTASP, CTP can continue to improve the safety and security of CTP operations and services.

This PTASP describes the policies, procedures, and requirements to be followed by contracted management, maintenance, and operations personnel to provide a safe environment for CTP employees, customers, and the general public. The goal of this program is to eliminate the human and fiscal costs of avoidable personal injury and vehicle accidents.

Each department has a responsibility under the PTASP. The AE and contractors shall provide the continuing support necessary to achieve the PTASP objectives. A key to the success of this effort is for contracted employees to be aware that they are accountable for safely performing the requirements of their position. The success of the program also depends on all employees and contracting staff actively identifying potential hazards and making a commitment to the safety of others.

CTP will continue to improve performance and the safety of the system while creating a culture of safety, by following the processes described in the PTASP.

CTP commitment is to:

- **Support** the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization;
- Integrate the management of safety among the primary responsibilities of all managers, contractors and employees;
- **Clearly define** for all staff, managers, and contracted employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of Cumberland County Community Transportation's safety management system;

- Establish and operate hazard identification and analysis, and safety risk evaluation activities--including an employee safety reporting program as a fundamental source for safety concerns and hazard identification--to eliminate or mitigate the safety risks of the consequences of hazards resulting from CTP operations or activities to a point which is consistent with an acceptable level of safety performance;
- **Ensure** that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;
- **Comply** with, and wherever possible exceed, legislative and regulatory requirements and standards;
- **Ensure** that sufficient skilled and trained human resources are available to implement safety management processes;
- Ensure that all staff and contracted employees are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;
- **Establish and measure** safety performance against realistic and data-driven safety performance indicators and safety performance targets;
- **Continually improve** safety performance through management processes that ensure that appropriate safety management action is taken and is effective; and
- **Ensure** externally supplied systems and services to support operations are delivered, meeting established safety performance standards.

CTP's Goals for Safety are established as follows:

- In collaboration with Cumberland County and the City of Fayetteville, design, construct, test, and operate a transportation system that achieves an optimum level of safety, exceeding the safety performance of other transit systems of a similar size in the United States.
- Identify and evaluate, then eliminate or control hazards to employees, customers, and the public.
- Meet or exceed all government and industry occupational health and safety standards and practices.
- Maximize the safety of future operations and frontline staff by affecting the design and procurement processes to protect CTP employees.

The objectives of the PTASP are the means to achieve goals and provide a method of evaluating the effectiveness of CTP's safety efforts.

CTP's Objectives as follows:

- Integrate and oversee safety management and hazard control practices within each CTP department and the contractors.
- Assign responsibilities for developing, updating, complying with, and enforcing safety policies, procedures, and requirements.
- Verify compliance with CTP safety policies, procedures, and requirements through performance evaluations, accident/incident trends, and internal audits.
- Investigate all accidents/incidents, including identifying and documenting the causes for the purpose of implementing corrective action to prevent a recurrence.
- Increase investigation and systematic documentation of near misses.
- Identify, analyze and resolve safety hazards in a timely manner.
- Minimize system modifications during the operational phase by establishing and utilizing safety controls at system design and procurement phases.
- Ensure that system modifications do not create new hazards.
- Train employees and supervisors on the safety components of their job functions to include de-escalation and conflict resolution training.

CTP takes these commitments seriously as the lives of CTP riders, employees and the general public depend on CTP's ability to operate in a culture of safety.

Accountable Executive

Date

# Safety Management Policy Communication

The County realizes the importance of ensuring its employees and riders are aware of the County's safety management policies and procedures to effectively manage the system's day to day operations. To do this, the County relies on several forms of effective communication by contractors to their employees and passengers.

#### **CTP Employees**

All CTP employees are provided information on the CTP Agency Safety Plan (ASP), current safety risks, safety mitigation strategies and proper methods of identifying risk. Employees are encouraged to use the ESRP to report any potential hazard or risk to employees, passengers or the public. CTP employees are encouraged to participate in development of updates to this ASP through the annual review process.

#### Contracted Employees

The County is constantly evaluating existing contractor policies and procedures to verify their effectiveness. To do this, CTP seeks input from all CTP staff, transit provider contractors and other County departments, to determine if change is necessary based on trends, data analysis, operational changes or new assets. Several methods are used to communicate policy and/or procedure changes with contractors, including:

- Formal notice to contractors
- Informal communication to contractors
- Contract amendments
- Contract itself

CTP requires its contractors to follow IMD required training elements for safety management policies impacting safety or service delivery. New contractor policies and procedures are first vetted by CTP and if approved, are incorporated into contractor orientation training for new employees as well.

Depending on the importance of the policy or procedure change, an acknowledgement signature is required of each employee verifying their understanding of the change.

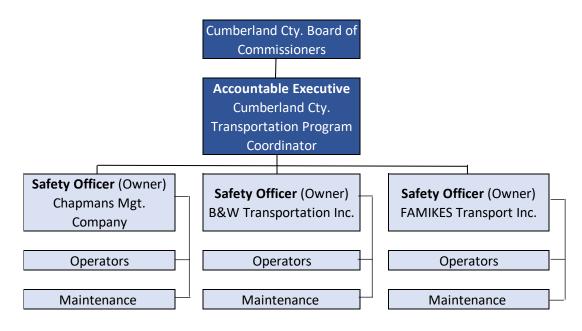
#### Riders

If a rider policy is changed or added, CTP and contractors notifies riders through the following methods:

- Notice posted on vehicle and facilities including effective date and who to contact for more information
- A phone call from CTP Staff
- Public Meetings
- Social Media
- Any services impacted by policies changes will include outreach as required by Federal Guidance.

## Authorities, Accountabilities, and Responsibilities

As mentioned in the Safety Policy Statement, the ultimate authority for the success of this PTASP falls to the Accountable Executive (AE). Contract managers, as well as employees fulfilling their commitment to safety on a day-to-day basis support the AE.



Accountable Executive (AE): The AE will determine, based on feedback from contractors, the level of Safety Management System (SMS) principals to maintain to ensure a safe work environment, rider experience and community safety. CTP's AE is committed to providing contracts that will enable contract management to provide the tools and training needed to be successful and safe providing service for the County and service to Fayetteville.

The CTP AE, Lashonda Cherry-Crawford, and her staff will provide contract oversight and monitoring to include accountability for all aspects of safety. The AE is responsible for developing the RFP process for contracted service and will include language relative to the responsibility of the contractor to manage and operate service using SMS principals. Though contractors are not required under 49 CFR Part 673 to develop their own PTASP, they are required to follow SMS methods of managing risk to include compliant Employee Safety Reporting Program.

Chief Safety Officer (CSO): CSO's/Owner of each demand response contracted service is responsible for ensuring safety elements in the following areas that are properly managed with the intent of creating a culture of safety. Selected contract CSO's will participate in training relative to their role in implementing SMS per requirements in 49 CFR Part 673.

- Employee Safety Reporting Program
- Safety Performance Targets and Measures
- Safety Risk Management
  - Safety Hazard Identification
  - Safety Risk Assessment
  - Safety Risk Mitigation

- Safety Assurance
  - o Safety Performance Monitoring and Measurement
- Safety Promotion
  - o Competencies and Training
  - Safety Communication

# Employee Safety Reporting Program

As stated in the <u>Safety Management Policy Statement</u>, CTP is determined to provide a safe working environment for its employees, customers, and the general public. To ensure success, CTP has developed an ESRP to enable employees to report any risk or perceived risk to a supervisor, AE, or member of administration.

All hazards reported through the Employee Safety Reporting Program go straight to the AE for review, assessment, investigation, mitigation and follow-up. If the hazard directly impacts the working relationship between two or more employees, the AE will ensure no retaliation or hostile work environment will take place. CTP will ensure that no action will be taken against any employee who discloses a safety concern through the respective Employee Safety Reporting Program unless the employee engaged in the following:

- Willful participation in illegal activity, such as assault or theft;
- Gross negligence, such as knowingly utilizing heavy equipment for purposes other than intended such that people or property are put at risk; or
- Deliberate or willful disregard of regulations or procedures, such as reporting to work under the influence of controlled substances

As part of the contracting process beginning in July of 2024, CTP will require each contracted service provider to include an Employee Safety Reporting Program (ESRP) as part of their responsible bid package. The ESRP will include the importance of safety and hazard reporting, elements covering retaliation assurances for reporting safety risks and penalties for false reporting.

For existing CTP contracts, the County will require all contracted service providers to develop an ESRP that applies to staff associated with the CTP contract including transit and maintenance personnel. The County as part of its oversight, will require reporting data on a monthly basis as part of the required performance and safety data reports.

# Safety Performance Targets and Measures

CTP collects monthly data from contractors to include safety and performance data. This data is used annually to develop safety performance targets included in this plan. CTP uses current and historic safety data to develop targets while also monitoring monthly data to identify trends requiring mitigation actions.

# Section 5: Safety Risk Management

CTP and its contractors provide training to all personnel in the identification of hazards and security threat while also providing tools to enable personnel to report these risks. Once the risk has been identified CTP conducts an assessment of the risk to determine the necessary response and response

time. The response may include further investigation or monitoring, action(s) to mitigate the hazard or security threat and follow-up assessment to ensure action taken is appropriate and effective.

Hazard and security threats are identified through different methods of monitoring the system. This includes system, employee and asset assessments conducted daily and on incremental basis. Additionally, CTP communicates with peers across the state, FTA and IMD to identify common hazards impacting multiple systems. CTP conducts the following routine and random evaluations of the system and contractors in the following areas:

#### Personnel

Each CTP County employee or contractor is evaluated annually to ensure their job performance meet the expectations of the Agency. As part of the contractor's orientation process the employee is provided training and tools to perform their job while not receiving permanent status until completing 90 days of employment. During the 90-day period, the employee is evaluated to determine if they are properly prepared to perform their job. As part of CTP county employee orientation process is like the contractors the only difference is the permanent status. CTP employee county permanent status will be given when the employee completes 360 days of employment, and they are to satisfy all requirements of the job.

Additional evaluations of the employee are conducted throughout the year through spot-checks of some aspect of their job function. If through spot-check or annual evaluation it is determined the employee's performance does not meet expectations or training standards, remedial training will be provided, and additional evaluations will take place to ensure remedial training was effective.

#### Assets

Rolling stock, facilities and equipment are monitored through the contract oversight process including on-site reviews of assets, training and employee qualifications. Additionally, daily pre-trip inspections are reviewed by CTP along with maintenance reports on assets used in public transit service.

#### System

As part of CTP 's safety management system monitoring, the agency uses service evaluations when planning, spot-checking or responding to an event like an accident or incident.

All front-line staff have been trained to note any changes to service which may be considered a hazard or security threat and through the ESRP, notify their supervisors immediately or upon return to duty for CTP depending on the severity of the hazard.

#### Minimizing Exposure to Infectious Diseases

According to the Center for Disease Control and Prevention (CDC) National Center for Emerging and Zoonotic Infectious Diseases (NCEZID) Infectious diseases are illnesses caused by germs (such as bacteria, viruses, and fungi) that enter the body, multiply, and can cause an infection.

- Some infectious diseases are contagious (or communicable), that is, spread from one person to another. Some infectious diseases are contagious (or communicable), that is, spread from one person to another.
- Other infectious diseases can be spread by germs carried in air, water, food, or soil. They can also be spread by vectors (like biting insects) or by animals.

CTP makes every effort to minimize risk to employees, passengers and the community from infectious diseases through proactive monitoring of various information sources and emergency alerts. Once a potential threat has been identified, CTP takes immediate steps to minimize risk be implementing appropriate mitigation strategies outlined by CDC and State of North Carolina Department of Health and Human Services. Those steps may include the following actions:

- Communication of threat to employees, contractors and passengers;
- Temporary, long-term or permanent policy changes;
- Immediate training of all employees and contract employees in proper mitigation and health precautions;
- Coordination with State of North Carolina DHHS on response and prevention methods;
- Based on threat level, activate staff to implement transit's mission in the Local, County or Statewide Emergency Management Plan;
- Make necessary risk reducing modifications to assets to possibly include protective barriers, reduction of available seats for social distancing, and removing fareboxes;
- Modify existing contractor vehicle cleaning procedures as needed and,
- Follow emergency response plan for modified service levels.

Contractors operating transit services for the CTP have risk management policies, procedures and processes in place to identify, assess and mitigate hazards. Any hazard identified is properly documented and provided to CTP if needed as part of the monthly data collection process. Documents related to risk management and monitoring are included in periodic site reviews. CTP ensures all safety events are properly identified, assessed, investigated and mitigated. Each contractor has a process of conducting a root cause analysis and the results are conveyed to CTP with information on each event. As part of the periodic inspections performed by the AE, safety event documentation is reviewed for SMS process of risk management.

# Section 6: Safety Assurance

CTP collects performance and safety data from transit service contractors as required per each contract. The data includes safety performance targets as required by the Federal Transit Administration's National Transit Database and North Carolina Department of Transportation. The AE evaluates this information to identify trends in performance and safety. If anomalies are noted in the data, contact with the contractor will be made to identify the cause of the variance.

The monthly data collected include:

- Daily Passenger Counts
- Total Revenue Hours
- Accident Log (Preventable/Non-Preventable)
- Employee Injuries
- Employee Assaults

- Complaints (Valid/Invalid)
- Road Calls (Vehicle Breakdowns that Require Maintenance to Scene and/or Towing)
- Monthly National Transit Database (NTD) Report to include the following:
  - Fatalities
  - o Injuries
  - o Safety Events
  - o System Reliability
- Vehicle Inspection Report (Maintenance and Daily Vehicle Inspection Reports)
- Facility/Equipment Inspection

CTP uses an Excel program to track these data points and conduct analysis to identify trends.

Additionally, the CTP's AE or staff will visit contractor facilities and vehicles periodically to conduct reviews of assets, records, and processes to ensure adherence to contractual obligations and Federal compliance.

# Section 7: Safety Promotion

Training programs for transit contractors include training programs in safety, policy, compliance and performance. Contractors provide extensive new hire training, periodic training and remedial/refresher training as required by NCDOT's IMD. Additionally, contract employees receive training from outside organizations like local first responders as well as Federal training programs. The training for frontline employees includes the following:

- Americans with Disabilities Act
- Bloodborne Pathogens
- Defensive Driving
- HIPAA
- De-escalation Training
- Drug & Alcohol Program

Training files are included in periodic site reviews by the AE to ensure training policies are kept current and are relative to current events or trends in safety. CTP may change training requirements of contractors based on safety risk identified, change in IMD, Federal or State requirements.

# Section 8: Additional Information

This PTASP was developed from information in contractor documents, policies and procedures and manuals. Those documents are listed below:

- CTP Employee Handbook
- Contractor Employee Handbooks
- Contracts
- Vehicle Maintenance Plans
- CTP System Safety Plan (SSP)

# Section 9: Definitions of Terms Used in the Safety Plan

CTP incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

• Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; or any derailment of a rail transit vehicle, at any location, at any time, whatever the cause.

• Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5329(d).

• **Assault** A circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

• Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

• Event means any Accident, Incident, or Occurrence.

• **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

• **Incident** means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

• **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

• National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

• **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

• **Operator** of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.

• **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

• **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

• **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

• **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.

• Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

• **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

• Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

• **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

• Safety performance target means a performance target related to safety management activities.

• **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

• **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

• **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

• Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.

• Transit agency means an operator of a public transportation system.

• **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

## Section 10: Commonly Used Acronyms

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in Part 673)
BIL	Bipartisan Infrastructure Law
CDC	Centers for Disease Control
CFR	Code of Federal Regulations
СТР	Cumberland County Community Transportation Program
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
IMD	Integrated Mobility Division of NCDOT
MPO	Metropolitan Planning Organization
NCDOT	North Carolina Department of Transportation
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
SMS	Safety Management System
U.S.C.	United States Code
VRM	Vehicle Revenue Miles

### Section 11: Appendix A

	HAZARD REPORTING FORM						
Reporting	Employee				Report #		
Date of Re	port						
Time of Hazard				Time Repo	ort Submitt	ed	
Location o	f Hazard			Route/Ma	nifest		
Supervisor	Notified						
(Check all t							
Type of Ha	zard	Maathay D					
Vehicle		Weather R					
Passenger		Road Cond	ition				
Facility		Security					
Employee		Near Miss					
Descriptio	n of Hazard						
	<b>-</b>						
Initial Acti	on Taken to Mitigate	e Hazard					
Initial Asse	essment of Hazard						
	Level 1 - Immediate	: A deficienc	y, threat, o	or hazard re	quiring im	mediate at	tention to
	mitigate risk either	temporarily	until furth	er action ca	n be taken	or comple	te
	mitigation.						
	Level 2 - Short Term: Action is needed within seven days to mitigate an identified						ntified
	deficiency, threat, or hazard. The deficiency, threat, or hazard does not pose						se
immediate danger, but if no action is taken could elevate to an Immediate level risl					level risk.		
Level 3 - Long Term: A deficiency, threat or hazard has been identified but does not							
pose a threat currently, but could at a later time. Continued monitoring and						d	
awareness are required.							
			4.0.				
Likeliness	of re-occurance of the	nis hazard (1	-10)				
Received by:				Date/Time	·	/	

### Section 11: Appendix B

## **Incident Reporting Form**

	nt Date	Time of :	Incident AM/PM	For Office Use Only:	Incident #	yyyy/mm	//_/	t # of day	Date Received
		•		ese omy.				-	· · · · · · · · · · · · · · · · · · ·
Employee/D	river Name					Vehicle #		Route	
Check one v	ariable in each	category:							
I	ncident Cause		Т	ype of Incide	nt	Road	Туре	R	load Geometry
Failure to	Drive Defensiv	vely	One Veh	icle		City Stree		Right Blin	nd Curve
Mechanic	al Failure	•	Two or More Vehicles		County Road Left B		Left Blind	d Curve	
Road Con	ditions		 Pedestria	n					rve
Visibility			 Fixed Ob	oject				Left Curv	
Actions of	f Others			Passenger					ersection
Other				Passenger		Other		 Hillcrest	
				g Passenger					nde
				Maintenance/	Office)			Normal	
			Other		)			Other	
Traffic		Vehicle N	/ovement		Weather	Light			e Action
Heavy	Right Turn		Cruising		Clear	Blinding	Right Esc		Accelerate
Normal	Left Turn		Lane Cha		Cloudy	Bright	Left Esca		None
Light	Backing		Passing	linge	Raining	Normal	Brake and		Other
None	Stopping		Other		Snowing			iiioid	
	Pulling Out				Showing Fog	Low Dark			
Г	Out		Specific Lo	cation of Acc					
Stop Sign			Specific Lo	cation of Acc	iuciii.				
Stop Sign Traffic Sig	on al								
Inside Inte			Describe O	thana					
	Intersections		Describe O	ulers.					
	ntersections								
Bus Stop Other									
			Service Tin	•• Lost	minatos	Desse	n aan Inima (	1011202	Wantranta Comm?
Front	Damage Area	Inside	Driver Cite		_minutes Y N		nger Injury C Fall		Worker's Comp?
		Roof	Preventable		$\frac{Y}{Y}$ N			Other	YN
Right Side Left Side		-			$\frac{1}{Y}$ N		_Impact		
		-	Post Accide		<u> </u>		Mechanic	n-Site Injurie	Supervisor
Rear		Other		juries			-	Clerical	
			# Fai	talities		Public/Vi	sitorDr	iver _Oth	ner
	Full Name								
Claimant or	Fir	st			MI	Last			
Other	Address								
Driver Info	Str	eet			City	7		State	Zip
	Phone	Home				Work			<u> </u>
Owner Same	e as Other Drive		No						
[	Full Name	_							
01	Fir	st			MI	Last			
Other	A dduoog								
Vehicle	Address	eet			City	7		State	Zip
Owner Info					,				r
	Phone	Home			<u> </u>	Work			
	Contact Name								
Claimant's	Fir					Last			
Insurance	Address								
Carrier Info	Str	eet			City	7		State	Zip
	Phone				FAX			E-mail	
Signature of	Driver							Date	

#### Section 11: Appendix C

Date:		Vehicle:	<u>Tag#</u>	VIN# Last 4
Mileage:	_Maintenance Due Date:		Wheelchair Lift Cyc	es:
<u>UNDERHOOD</u>		SA	FETY EQUIPMENT	
D Oil level		DF	Fire extinguisher	
D Oil added	quarts	D	Webcutter	
D Radiator level		DE	Emergency Triangles	
D Battery level		DI	First AidKit	
D Windshield washer f	luid level	DE	Back-up alarm	
D Engine/hoses/belts		DF	Rear door buzzer (LTV	only)
		DI	Bloodborne Pathogen	Kit
<u>EXTERIOR</u>		INT	<u>TERIOR</u>	
D Tires		DI	Brakes	
D Turn signals		DS	Steering	
DHeadlights		DT	ransmission	
D Tail/brakes lights		DN	Mirrors	
D Windshield wipers		D	Gauge/instruments	
D Freshbody damage		DC	Controls(equipment)	
D Cleanliness		DF	Radio(two-way)	
D Cycle lift		D	Damage/cleanliness	
ACCESSIBILITY EQU	JIPMENT			
D Fully operable whee	lchair lift	D Wheelch	air lift ramp	
D Proper number of belts/securement devices		DBelts/sec	eurement devices in goo	d condition

#### **PRE/POST-TRIP INSPECTION WORKSHEET**

D POST-TRIP INSPECTION: PERFORMED AT THE END OF THE TRIP/DAY...Check interior for damage, personal items and to assure vehicle is clean. Check exterior for damage which has occurred during your trip, windows and tires (flat, leak, damage). Record any problems detected while vehicle was in service. For example: fluid leaks, nose or operational issues with the engine or transmission. Also record any fluids which were added.

Notes:	
Inspector Signature:	
Management Comments:	
Management Signature:	

07/2020

#### SAFETY MEETING REPORT (MONTHLY, BI-MONTHLY OR QUARTERLY)

Date:
Address:
Meeting Leader:
Attendance should be documented.
Other Persons Present:
Formal Presentation (Name of presenter and topic):
Other Subjects Discussed:
Reports on Weekly Meetings:
Employees' Comments/Suggestions:

Contracted Owner's Signature \_\_\_\_

Community Transportation Program SSPP



NORTH CAROLINA

#### PLANNING AND INSPECTIONS DEPARTMENT

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR
- DATE: 3/18/2024

#### SUBJECT: APPROVAL OF THE COMMUNITY TRANSPORTATION PROGRAM (CTP) AMERICANS WITH DISABILITIES ACT (ADA) POLICY

#### **BACKGROUND**

The North Carolina Department of Transportation (NCDOT) Integrated Mobility Division and the NCDOT Office of Civil Rights developed the attached ADA Policy to guide the Cumberland County Community Transportation Program (CTP) in the administration and management of ADA activities conducted by the program and its contractors. The NCDOT-IMD requires adoption of this policy, which meets all NCDOT requirements for grant recipients.

All CTP services are operated on a non-fixed route basis and comply with ADA requirements.

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

Staff recommends approval of the Community Transportation Program 2024 ADA Policy to meet the NCDOT requirements.

#### **ATTACHMENTS:**

Description CTP ADA Policy Reasonable Modification Policy Type Backup Material Backup Material

## The Cumberland County Community Transportation Program

## Americans with Disabilities Act Policy and Procedures



## Americans with Disabilities Act of 1990 (ADA) Policy and Procedures

#### Americans with Disabilities Act of 1990 (ADA) Policy and Procedures

Titles II and III of the Americans with Disabilities Act of 1990 (ADA) provide that no entity shall discriminate against an individual with a disability in connection with the provision of transportation service. The law sets forth specific requirements for vehicle and facility accessibility. The passenger trips and transportation services provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of race, color, national origin, creed, sex or age. Sub-recipients should have procedures for investigating, tracking and documenting complaints. *(See 49 CFR Parts 28 and 37)* 

**Purpose**: This policy is written to establish operating and service guidelines and procedures for the implementation of the requirements of the American with Disabilities Act of 1990 (ADA), the U.S. Department of Transportation regulations for implementing ADA (49 CFR Parts 27, 37 and 38), and applicable North Carolina laws and regulations. All services operated by Cumberland County Community Transportation Program are operated on a non-fixed route basis and the system complies with ADA requirements with respect to such services.

**Policy**: It is the policy of Cumberland County Community Transportation Program to comply with all the legal requirements of Federal and State laws and regulations as they pertain to individuals with disabilities. The transit system provides quality transportation services without discrimination to all persons including individuals with disabilities. Discrimination on the basis of disability against any person by transit system employees will not be condoned or tolerated.

Goals: Service is provided in a manner that meets these goals to:

- 1. Provide individual, dignified services to all persons including individuals with disabilities.
- 2. Expedite the safe and efficient boarding, securing, transporting and alighting of all passengers, regardless of mobility status.
- 3. Accommodate the wide range of mobility aids within the confines of available vehicles and commercial standard equipment.

**Applicability:** This policy applies to all transit system employees, services, facilities and vehicles. It applies equally to all persons needing and/or using the services provided by the system.

#### **Definitions:**

*Alternative mobility device*: A mobility aid belonging to any class of three or four-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. An "alternative mobility device" does not exceed 30 inches in width and 48 inches in length measured two inches above the ground, and does not weigh more than 600 pounds when occupied.

*Disability:* A physical or mental impairment that substantially limits one or more major life activities.

*Mobility Aid/Non-Wheelchair Mobility Device:* A device used by a person with a mobility impairment to assist with mobility but does not meet the requirements of a "alternative mobility device" as defined by ADA. These include but are not limited to canes, crutches, walkers and "segways" when used by a person with a mobility related disability.

*Securement Equipment:* Equipment used for securing "alternative mobility devices" against uncontrolled movement during transport.

*Securement Station:* Space specifically designed to secure and stabilize "alternative mobility devices" on transit vehicles.

*Service Animal:* An animal that is individually trained to perform a task or tasks for people with disabilities.

**Recruitment and Employment:** As stated in the transit systems personnel policies, the agency is an Equal Opportunity Employer and fully complies with ADA in its recruitment, hiring and continued employment practices.

**Facility and Vehicle Accessibility:** The transit system administrative facility, passenger facilities and vehicles shall meet or exceed the requirements of 49 CFR Parts 27, 37 and 38 and NC DOT. Vehicles purchased for non-fixed-route service will only be non-accessible to the extent that the system, when viewed in its entirety, provides the same level of service to disabled persons as non-disabled persons.

Vehicle and Route Assignment: To the extent possible, the assignment of particular types of vehicles will be based upon rider needs. However, in the interest of preparedness, standard operating procedures shall be to station accessible vehicles first on runs that operate on a daily basis and have the potential for accessibility needs on a given day, second on runs that have a history of higher accessibility needs and third on all other runs. The transit system will make all reasonable efforts to make an accessible vehicle available whenever requests are made. Trip denials will be tracked by disability to monitor whether trips are disproportionately denied to individuals with disabilities because an accessible vehicle is not available. Should this be found to be the case, inaccessible vehicles will be replaced with accessible vehicles until the system, when viewed in its entirety, is accessible.

**Boarding:** Drivers will provide adequate time for a passenger with a disability to board and/or disembark the vehicle, which includes adjusting the schedule if necessary to accommodate slower passengers and waiting for passengers to be seated before moving the vehicle. It is the responsibility of the driver to determine the safest location for passenger boarding based on conditions and individual needs upon arrival at the pick-up site. The passenger and/or their guest, escort or attendant will maneuver the passenger and mobility aid to the vehicle. Only a properly trained transit system employee can operate the lift, secure the "alternative mobility device" on the lift and in the securement station.

**Priority Seating:** With the exception of the wheelchair securement stations, the transit system does not require any passenger to sit in designated seating. However, this does not supersede the transit system's right to require any passenger who has caused a disruption in the safe travel of other passengers and/or driver to be required to sit in a specific area of the vehicle as a condition of transportation.

Priority seating for people with disabilities is designated by permanent signage in each vehicle. In cases where a person with a disability requests use of priority seating that currently occupied by another passenger, the driver will ask that passenger to allow the person with a disability to use of the seat.

**Driver Assistance**: Drivers will make themselves available for assistance to persons with disabilities and will assist upon request of the passenger. Drivers will leave their seat to assist a passenger with using the vehicle ramp, lift and/or securement systems.

**Securement:** Securement of the "alternative mobility device" class of mobility devices is the responsibility of the driver and drivers will be trained in the proper operation of all securement equipment based on manufacturer specifications. Non-alternative mobility device aids are the responsibility of the individual passenger; however, it must be secured in a manner that does not interfere with the safe operation of the vehicles and the transport of other passengers. Drivers should not allow a passenger to ride if they are not secured properly unless the securement system will not accommodate the alternative mobility device. If the tie-down system is not compatible for the alternative mobility device the passenger is using, the driver will still make an attempt to safely secure the wheelchair. If the wheelchair cannot be secured because of the wheelchair design, the passenger still has the right to ride the vehicle. Drivers cannot deny a passenger a ride based on the inability to secure the alternative mobility device. However, drivers must warn the passengers of the danger of riding in a non-secured wheelchair. Passengers who refuse to allow their wheelchairs to be secured may be denied service. Drivers must secure wheelchairs in the designated securement area only, even if the passenger wants their mobility device to be secured in a non-designated area.

*[Note: Select one depending on your agency policy.* Make sure all riders are treated the same]. Seat belts and shoulder harnesses are recommended but not required for passengers riding in their secured wheelchair. Or, seat belts and shoulder harnesses are required for ALL passengers.

**Transfer to Fixed Seating:** All passengers using seated mobility devices have an option of transferring to fixed seating once on board the vehicles. Drivers may recommend, but never require, users of seated mobility devices to transfer to fixed seating.

**Service Animals:** In compliance with 49 CFR Part 37, the transit system allows trained service animals to accompany passengers with disabilities. The driver will not ask for proof of the qualifications of the animal but may ask what tasks the animal has been trained to perform. However, any animal which is not under the passenger's control, or which becomes a threat to other passengers may be restricted from riding.

**Alighting:** It is the responsibility of the driver to determine that the location for passenger alighting is safe. However, the driver will allow a passenger who uses the lift to disembark at any location, unless the lift cannot be deployed, the lift will be damaged if deployed; or conditions at the stop would present unsafe conditions for all passengers. The driver will only unsecure the "alternative mobility device" and operate the lift to return the passenger to the ground level. Only a properly trained transit system employee can operate the lift, secure the "alternative mobility device" on the lift and in the securement station.

**Use of Accessibility Devices by Persons Not Using a Wheelchair**: A person who is not using a wheelchair or other seated mobility aid may use the lift to board or alight the vehicle upon request.

Maintenance of Accessible Features: Accessibility features on vehicles, including lifts and

wheelchair securement devices, will be maintained in operative condition. This includes providing preventive maintenance on lifts as recommended by the equipment manufacturers, cycling the lift as part of each pre-trip inspection\*, taking vehicles with inoperative lifts out of service, and repairing inoperative equipment promptly. Drivers are required to report lift failures as soon as possible. *(\* Note: lift cycling as part of the pre-trip inspection is not required by ADA but is recommended by NCDOT as a way to comply with the federal ADA requirement that transit systems have regular and frequent lift checks, sufficient to determine if lifts are actually operative)*.

Accommodation of Portable Oxygen: Individuals are allowed to travel with respirators and portable oxygen supplies on board, consistent with applicable U.S. Department of Transportation rules on the transportation of hazardous materials.

**Staff Training**: All drivers and transit system staff are trained to proficiency in use of accessibility equipment, the operating policies related to each of the service requirements described, and in properly assist and treat individuals with disabilities with sensitivity. Mechanics are also trained to properly maintain lifts and other accessibility equipment.

**Rider Information:** All printed informational materials are made available in accessible formats upon request, for example, large print for persons with low vision or audio for blind persons, as well as accessible electronic formats.

**Complaint Procedure:** All complaints of discrimination on the basis of disability will be promptly, and objectively investigated and forwarded to Lashonda Cherry-Crawford, Transportation Program Coordinator. Corrective or disciplinary action will be taken for behavior prohibited by this policy, up to and including termination of employment.

**Modification of Policy:** If a passenger requires modification of any of these policies to accommodate their disability, they may request such a modification by contacting any of Cumberland County Community Transportation Specialists at 910-678-7619 or by submitting an on- line request through CTP website: cumberlandcountync.gov/ctp, or in writing to the following address:

Cumberland County Community Transportation (CTP) ATTN: Transportation Program Coordinator 130 Gillespie Street Room 215 Fayetteville, NC 28306

The transit system will work with the individual to find an accommodation solution.

#### Cumberland County Community Transportation Program Reasonable Modification Policy

#### 1. Purpose

The purpose of the reasonable modification policy is to ensure that Cumberland County Community Transportation Program offers equal and effective opportunities and access to public transportation services for persons with disabilities and full compliance with the provisions of the Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

#### 2. Policy

Cumberland County Community Transportation Program is committed to providing equal access and opportunity to qualified individuals with disabilities in all programs, services and activities. Cumberland County Community Transportation Program recognizes that in order to have equally effective opportunities and benefits, individuals with disabilities may need reasonable modifications to policies and procedures. Cumberland County Community Transportation Program will adhere to all applicable federal and state laws, regulations, and guidelines with respect to providing reasonable modifications, as necessary, to afford equal access to programs for persons with disabilities. Cumberland County Community Transportation Program does not discriminate based on disability in admission to, participation in, or receipt of services and benefits under any transit program or activity. Cumberland County Community Transportation Program will take appropriate steps to ensure that persons with disabilities have an equal opportunity to participate.

No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of Cumberland County Community Transportation Program or be subject to discrimination by Cumberland County Community Transportation Program.

#### 3. Reasonable Modifications

A reasonable modification is a change or exception to a policy, practice, or procedure that allows disabled individuals to have equal access to programs, services, and activities. Cumberland County Community Transportation Program will make reasonable modifications to policies, practices, and procedures when necessary to ensure access to transit services for qualified individuals with disabilities, unless:

- Making the modification would fundamentally alter the nature of the public transportation service.
- Making the modification would create a direct threat to the health or safety of other passengers.

• The individual with a disability can fully use Cumberland County Community Transportation Program's service without the modification being made.

For the purposes of this section, the term reasonable accommodation shall be interpreted in a manner consistent with the term "reasonable modifications" as set forth in the Americans with Disabilities Act Title II regulations at 28 CFR 35.130(b)(7), and not as it is defined or interpreted for the purposes of employment discrimination under Title I of the ADA (42 U.S.C. 12111–12112) and its implementing regulations at 29 CFR part 1630.

#### 4. Eligibility Criteria

An individual is eligible to be considered to receive a reasonable modification if that individual has: a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such impairment; or been regarded as having such impairment.

#### 5. Requests for Reasonable Modifications

Cumberland County Community Transportation Program shall make information about how to contact Cumberland County Community Transportation Program to make requests for reasonable modifications readily available to the public through its website and rider policy guidelines. Cumberland County Community Transportation Program shall follow these procedures in taking requests:

- Individuals requesting modifications shall describe what they need in order to use the service.
- Individuals requesting modifications are not required to use the term "reasonable modification" when making a request. Personnel at Cumberland County Community Transportation Program will determine if the request represents a reasonable modification and proceed in accommodating the request accordingly.
- Whenever feasible, Cumberland County Community Transportation Program requests that individuals make such requests for modifications before Cumberland County Community Transportation Program is expected to provide the modified service.
- Where a request for modification cannot practicably be made and determined in advance (*e.g.*, because of a condition or barrier at the destination of a paratransit, demand response, or fixed route trip of which the individual with a disability was unaware until arriving), operating personnel shall make a determination of whether the modification should be provided at the time of the request. Operating personnel may consult with Cumberland County Community Transportation Program's management before making a determination to grant or deny the request.

Requests for modification may be made either orally or in writing. The reasonable modification process begins as soon as the request for modification is made.

The request can be submitted in any written format. Alternative means of filing a request, such as personal interviews, phone calls, or taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

#### 6. Interactive Process

When a request for modification is made, Cumberland County Community Transportation Program and the individual requesting a modification must engage in a good faith interactive process to determine what, if any, modification shall be provided. The individual and Cumberland County Community Transportation Program must communicate with each other about the request, the process for determining whether a modification will be provided, and the potential modifications. Communication is a priority throughout the entire process.

#### 7. Time Frame for Processing Requests and Providing Reasonable Modification

Cumberland County Community Transportation Program will process requests for reasonable modification and then provide accommodations, where appropriate, in as short a time frame as reasonably possible. Cumberland County Community Transportation Program recognizes, however, that the time necessary to process a request will depend on the nature of the modification(s) requested and whether it is necessary to obtain supporting information.

#### 8. Granting a Reasonable Modification Request

As soon as Cumberland County Community Transportation Program determines that a reasonable modification will be provided, that decision shall be immediately communicated to the individual. This notice must be in writing in order to maintain the required information for reporting purposes. Upon request, alternative means of response will be provided.

In choosing among alternatives for meeting nondiscrimination and accessibility requirements with respect to new, altered, or existing facilities, or designated or specified transportation services, Cumberland County Community Transportation Program shall give priority to those methods that offer services, programs, and activities to qualified individuals with disabilities in the most integrated setting appropriate to the needs of individuals with disabilities.

#### 9. Denying a Reasonable Modification Request

As soon as Cumberland County Community Transportation Program determines that a request for reasonable modification will be denied, Cumberland County Community Transportation Program will communicate the basis for the decision in writing to the individual requesting the modification. The explanation for the denial will clearly state:

- a. The specific reasons for the denial;
- b. Any alternative accommodation that may create the same access to transit services as requested by the individual; and

c. The opportunity to file a complaint relative to the Cumberland County Community Transportation Program's decision on the request.

#### 10. Complaint Process

Cumberland County Community Transportation Program has a process for investigating and tracking complaints from qualified individuals. These procedures shall be posted on the Cumberland County Community Transportation Program's website and will be provided to any individual where the Cumberland County Community Transportation Program has denied a request for modification. The process and any forms necessary to file a complaint are readily available from the web. Alternative means of filing complaints, such as personal interviews, phone calls, or taped requests, will be made available for persons with disabilities if unable to communicate their request in writing or upon request.

Any person who believes she or he has been discriminated against in obtaining a reasonable modification may file a complaint by completing and submitting a Cumberland County Community Transportation Program's Reasonable Modification Complaint Form. Cumberland County Community Transportation Program investigates complaints received no more than 30 days after receipt. Cumberland County Community Transportation Program will process complaints that are complete. Once the complaint is received, the complainant will receive an acknowledgement of receipt. If more information is needed to resolve the complaint, Cumberland County Community Transportation Program may contact the complainant. The complainant has 30 business days from the date of the letter to send requested information to Cumberland County Community Transportation Program.

If Cumberland County Community Transportation Program is not contacted by the complainant or does not receive the additional information within 30 business days, the Cumberland County Community Transportation Program may administratively close the complaint. In addition, a complaint may be administratively closed if the complainant no longer wishes to pursue their case.

After Cumberland County Community Transportation Program investigates the complaint, a decision will be rendered in writing to the complainant. Cumberland County Community Transportation Program will issue either a Letter of Closure or Letter of Finding.

- a. *Letter of Finding* This letter will summarizes the complaint, any interviews conducted regarding the complaint, and explains what actions will be taken by Cumberland County Community Transportation Program to address the complaint.
- Letter of Closure This letter will explain why Cumberland County Community Transportation Program has determined that the complaint does not merit accommodation under the Americans with Disabilities Act and that the complaint will be closed.

If the complainant disagrees with the decision of Cumberland County Community Transportation Program, an opportunity to appeal the decision may be pursued provided the complainant files notice of appeal within 21 days of the initial decision of Cumberland County Community Transportation Program.

In the event of appeal, the complainant will be granted all due process, including the ability to be present additional evidence, present the case in person during an appeal hearing, and to be represented by counsel.

#### 11. Designated Employee

Cumberland County Community Transportation Program shall designate one official within the organization for processing reasonable modification requests and handling complaints. This individual is:

#### Lashonda Cherry-Crawford Transportation Program Coordinator Cumberland County Community Transportation Program Address: 130 Gillespie St., Room 215 Fayetteville, NC 28301 Telephone: 910-678-7625 E-mail: ctp@cumberlandcountync.gov

#### 12. Record Retention

Cumberland County Community Transportation Program will maintain all records related to reasonable modification requests and denials for at least three (3) years.



NORTH CAROLINA

#### PLANNING AND INSPECTIONS DEPARTMENT

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR
- DATE: 3/18/2024

#### SUBJECT: APPROVAL OF FY24 CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM (CTP) SYSTEM SAFETY PLAN (SSP) UPDATES

#### **BACKGROUND**

The Cumberland County Community Transportation Program (CTP) System Safety Plan for FY24 has been updated to reflect the name of the current CTP Program Manager. The purpose of this plan is to ensure that our transportation program, through private contractors, provide safe and reliable transportation for Cumberland County residents. The plan includes the five core elements: Driver/Employee Selection, Driver/Employee Training, Safety Data Acquisition/Analysis, Vehicle Maintenance and Security.

Additionally, the Drug & Alcohol Policy was removed from this plan due to NCDOT no longer requiring it to be part of this document. The Drug & Alcohol Policy is currently a separate policy that was approved by NCDOT and the Cumberland County Board of Commissioners on January 16, 2024.

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

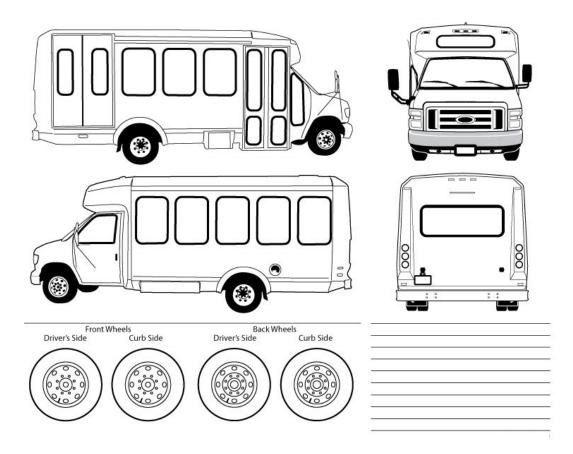
Staff recommends approval of the updated FY2024 Community Transportation Program System Safety Plan.

#### **ATTACHMENTS:**

Description CTP Updated System Safety Plan

Type Backup Material

# CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SYSTEM SAFETY PLAN (SSP)



February 8, 2024

## THE FIVE PLANS

- 1. Emergency Action Plan
- 2. Fire Prevention Plan
- 3. Preventive Maintenance Plan
- 4. Security Plan
- 5. Continuity of Operations Plan

# **EMERGENCY ACTION PLAN**

(Ref: 1910.38)

#### **INTRODUCTION:**

This document is a plan to prepare for workplace emergencies. By auditing the workplace, training employees, obtaining and maintaining the necessary equipment, and by assigning responsibilities, human life and Cumberland Community Transportation Program resources will be preserved. The intent of this plan is to ensure all employees a safe and healthy workplace. Those employees assigned specific duties under this plan will be provided the necessary training and equipment to ensure their safety. This plan applies to emergencies that could be reasonably expected in our workplace such as fire/smoke, tornadoes, bomb threats, leaks, etc.

#### **EMERGENCY PLAN COORDINATORS:**

Building/Department	Name/Title	Phone #
CTP/Planning & Inspections	Lashonda Cherry-Crawford, Accountable Executive	910-678-7624
Emergency Services	Gene Booth, Director	910-678-7641

Coordinators are responsible for the proper inventory and maintenance of equipment. They may be contacted by employees for further information on this Plan.

- Serves as the Community COOP program point of contact.
- Coordinates implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- Coordinates the COOP Training, Testing, and Exercising Program.
- Aids ERG efforts at the ERS.
- Initiates recovery of Community, as part of reconstitution.

#### PLAN OUTLINE/DESCRIPTION:

- I. **Means of Reporting Emergencies:** All fires and emergencies will be reported by one or more of the following means as appropriate:
  - a. Verbally to the Coordinator during normal working hours.
  - b. Via telephone if after hours/weekends.
  - c. Via the building alarm system.
  - d. Panic Button

Note: The following emergency numbers are known as point of contact throughout the facility:

FIRE: 911

LOCAL LAW ENFORCEMENT: 911

AMBULANCE: 911

\*Alarm System Requirements: Alarm system requirements for notifying employees during an emergency are as follows:

- a. Provides warning for safe escape.
- b. Can be perceived by all employees.
- c. Alarm is distinctive and recognizable.
- d. Employees have been trained on the alarm system.
- e. Emergency alarms have priority over all other communications.
- f. Alarm system is properly maintained.
- III. Sounding the Alarm: The signal for immediate evacuation of the facility will be <u>Alarm System</u>. The alternate means of notification will be Verbal from <u>Accountable Executive or</u> <u>Designee</u>.
- IV. Evacuation Plans: Emergency evacuation escape route plans (see Appendix A) are posted in key areas of the facility. All employees shall be trained on primary and secondary evacuation routes.
- V. Employee Accountability: In the event of an evacuation, all occupants shall promptly exit the building via the nearest exit. Go to your designated assembly point and report to your supervisor. Each supervisor (or designee) will account for each assigned employee via a head count. All supervisors shall report their head count to <u>Planning & Inspections Director</u>

	Who will be located at
<u>on site</u>	and accessible via cell
phone # <u>704-492-1466</u>	
	2

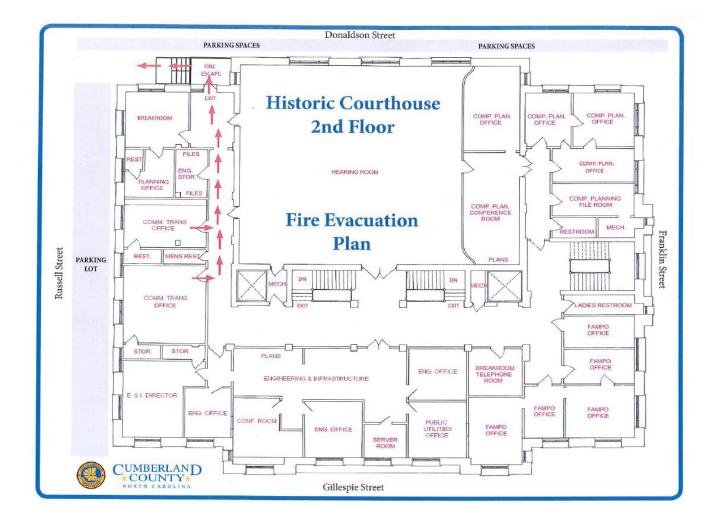
- VI. **Building Re-Entry:** Once evacuated, no one shall re-enter the building. Once the Fire Department or other responsible agency has notified us that the building is safe to re-enter, then personnel shall return to their work areas.
- VII. Hazardous Weather: A hazardous weather alert consists of <u>Cumberland Alerts Notifications by phone, text, cell or e-mail</u>. When a hazardous weather alert if made, all employees shall immediately report to the closest tornado refuge area (see Appendix A). Stay in this area until given the all-clear sign which is a <u>verbal communication form the</u> Accountable Executive or Designee
- VIII. **Training:** The personnel positions listed below have been trained to assist in the safe and orderly emergency evacuation of employees:

Task	Building/Department	Name/Title/Phone#
Fire Extinguisher/Hoses	CTP/ Planning &	Lashonda Cherry-Crawford, Accountable Executive
	Inspections	910-678-7624
Evacuation Assistant	CTP/ Planning &	Lashonda Cherry-Crawford, Accountable Executive
	Inspections	910-678-7624
Emergency Shut-down	CTP/ Planning &	Lashonda Cherry-Crawford, Accountable Executive
	Inspections	910-678-7624
Emergency Shut-down	CTP/ Planning &	Cumberland Alerts Notifications received county-
	Inspections	wide via phone, text, e-mail

#### **APPENDIX A**

#### FIRE EXTINGHISHER LOCATIONS Historic Courthouse 2<sup>nd</sup> Floor, 130 Gillespie Street, Fayetteville, NC

#### SAMPLE EVACUATION PLAN WITH FIRE EXTINGUISHERS IDENTIFIED



Employee training should be provided when:

• this Program is initiated

-

- the responsibilities of essential employees' changes
- when the Program is revised
- when new employees are hired.

Subjects addressed include:

- a. Emergency escape procedures/routes
- b. Fire extinguisher locations and proper use
- c. Head count procedures
- d. Major facility fire hazards
- e. Fire prevention practices
- f. Means of reporting fires/emergencies (use of alarm systems)
- g. Names/titles of Coordinators
- h. Availability of the plan to employees
- i. Housekeeping practices
- j. No smoking areas
- k. Hazardous weather procedures
- I. Special duties as assigned to Coordinators and those listed above.

Written records shall be maintained of all Emergency Action Plan training.

\*For further information on Employee Alarm Systems, see 1910.165.

# FIRE PREVENTION PLAN

This Plan details the basic steps necessary to minimize the potential for fire occurring in the workplace. Prevention of fires in the workplace is the responsibility of everyone employed by the Cumberland Community Transportation Program but must be monitored by each supervisor overseeing any work activity that involves a major fire hazard. Every effort will be made by the Cumberland Community Transportation Program to identify those hazards that might cause fires and establish a means for controlling them.

The Fire Prevention Plan will be administered by <u>Lashonda Cherry-Crawford, Accountable</u> <u>Executive/Safety Officer,</u> who will compile a list of all major workplace fire hazards, the names or job titles of personnel responsible for fire control and prevention equipment maintenance, names or job titles of personnel responsible for control of fuel source hazards and locations of all fire extinguishers in the workplace. The Plan administrator, or Accountable Executive/Safety Officer, must also be familiar with the behavior of employees that may create fire hazards as well as periods of the day, month, and year in which the workplace could be more vulnerable to fire.

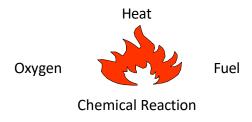
This Plan will be reviewed annually and updated as needed to maintain compliance with applicable regulations and standards and remain up to date with best practices in fire protection. Workplace inspection reports and fire incident reports will be maintained and used to provide corrections and improvements to the plan.

- \* Accountable Executive for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA
- \* Chief Safety Officer for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA
- \* Accountable Executive/Safety **O**fficer serves as the Community COOP program point of contact.
- \* Accountable Executive/Safety **O**fficer coordinates implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- \* Accountable Executive/Safety **O**fficer coordinates the COOP Training, Testing, and Exercising Program.
- \* Accountable Executive/Safety **O**fficer Aids ERG efforts at the ERS.
- \* Accountable Executive/Safety **O**fficer initiates recovery of Community, as part of reconstitution.

This Plan will always be available for employees to view during normal working hours.

#### **II. CLASSIFICATION**

Fire is a chemical reaction involving the rapid oxidation or burning of a fuel. It needs four elements to occur as illustrated below in the tetrahedron. This is described by the following illustration:



The first component of the tetrahedron is fuel. Fuel can be any combustible material such as: solid (such as wood, paper, or cloth), liquid (such as gasoline) or gas (such as acetylene or propane). Solids and liquids generally convert to gases or vapors before they will burn.

Another component of the tetrahedron is oxygen. Fire only needs an atmosphere with at least 16% oxygen.

Heat is also a component of the tetrahedron. Heat is the energy necessary to increase the temperature of the fuel source to a point in which sufficient vapors are emitted for ignition to occur.

The final side of the tetrahedron represents a chemical chain. When these components are brought together in the proper conditions and preparations, fire will develop. Take away any one of these elements, and the fire cannot exist or will be extinguished if it was already burning.

Fires are classified into four groups per sources of fuel: Class A, B, C, and D based on the type of fuel source. Table 1 below describes the classifications of fire which can be used in making hazard assessment.

Class A	Ordinary combustible materials such as paper, wood, cloth and some rubber and plastic materials.
Class B	Flammable or combustible liquids, flammable gases, greases and similar materials, and some rubber and plastic materials
Class C	Energized electrical equipment and power supply circuits and related materials.
Class D	Combustible metals such as magnesium, titanium, zirconium, sodium, lithium and potassium.

#### **III. DETERMINING FIRE HAZARDS**

This section consists of two steps: first, identifying the existing fire hazards in the workplace and, second, acting to resolve them. The inspection checklist, in Appendix A, provides a guide for precise firesafe practices that must be followed. The location of these major fire hazards are denoted in Appendix C. Also included in Appendix C is a listing of the personnel responsible for the maintenance of the equipment and systems installed to prevent or control fires.

Material hazards shall be identified, as evident on the specific Material Safety Data Sheets (MSDS), and labeled on containers as soon as they arrive in the workplace. The identification system shall also include incorporation into the Cumberland Community Transportation Program's hazard communication program.

#### **OXYGEN-ENERGIZED ATMOSPHERES**

Oxygen-enriched atmospheres involve operating rooms and anesthesia machines, oxygen tents as used by ambulances, fire and police or rescue squads; hospitals and laboratory supply systems; cutting and welding. If practical, nonflammable anesthetic agents will be used. To prevent dangerous adiabatic heating of flammable anesthetic gases, the cylinder valves will be opened very slowly to allow the gradual introduction of the high-pressure gas downstream from the cylinder valve. This will permit a slow buildup of pressure and hence temperature. An aid to the identification of hazards associated with medical agents and gases in NFPA 704, Standard Systems for the Identification of the Fire Hazards of Materials.

#### **INDUSTRIAL TRUCKS**

The type of industrial truck being used shall be approved for use within any building storing hazardous materials. All refueling operations shall be conducted outside and away from storage of flammable materials. Areas that are used for maintenance and battery charging of electrical trucks should be separated from storage areas.

#### **IV. STORAGE AND HANDLING PROCEDURES**

The storage of material shall be arranged such that adequate clearance is maintained away from heating surfaces, air ducts, heaters, flue pipes, and lighting fixtures. All storage containers or areas shall prominently display signs to identify the material stored within. Storage of chemicals shall be separated from other materials is storage, from handling operations, and from incompatible materials. All individual containers shall be identified as to their contents.

Only containers designed, constructed, and tested in accordance with the U. S. Department of Transportation specifications and regulations are used for storage of compressed or liquefied gases. Compressed gas storage rooms will be areas reserved exclusively for that purpose with good ventilation and at least 1 hour fire resistance rating. The gas cylinders shall be secured in place and stored away from any heat or ignition source. Pressurized gas cylinders shall never be used without pressure regulators.

#### **ORDINARY COMBUSTIBLES**

- Wooden pallets will not be stacked over 6 feet tall. If feasible, extra pallets will be stored outside or in separate buildings to reduce the risk of fire hazards.
- Piles of combustible materials shall be stored away from buildings and located apart from each other sufficiently to allow firefighting efforts to control an existing fire.

#### FLAMMABLE MATERIALS

- Bulk quantities of flammable liquids shall be stored outdoors and away from buildings. Smaller quantities are subsequently brought into a mixing room where they are prepared for use. The mixing room shall be located next to an outside wall equipped with explosion relief vents. The room shall also have sufficient mechanical ventilation to prevent the accumulation of flammable vapor concentration in the explosive range.
- Small quantities (limited to amount necessary to perform an operation for one working shift) of flammable liquids shall be stored in, and dispensed from, approved safety containers equipped with vapor-tight, self-closing caps, screens or covers.
- Flammable liquids shall be stored away from sources that can produce sparks.

- Flammable liquids shall only be used in areas having adequate and, if feasible, positive ventilation. If the liquid is highly hazardous, the liquid shall only be used in areas with a local exhaust ventilation.
- Flammable liquids shall never be transferred from one container to another by applying air pressure to the original container. Pressurizing such containers may cause them to rupture, creating a serious flammable liquid spill.
- When dangerous liquids are being handled, a warning sign will be posted near the operation, notifying other employees and giving warning that open flames are hazardous and are to be kept away.
- The storage and usage areas will include fire-resistive separations, automatic sprinklers, special ventilation, explosion-relief valves, separation of incompatible materials, and the separation of flammable materials from other materials.

#### **V. POTENTIAL IGINITION SOURCES**

- Ensure that utility lights always have some type of wire guard over them.
- Don't misuse fuses. Never install a fuse rated higher than specified for the circuit.
- Investigate any appliance or equipment that smells strange. Space heaters, microwave ovens, hot plates, coffee makers and other small appliances shall be rigidly regulated and closely monitored.
- The use of extension cords to connect heating devices to electric outlets shall be prohibited.
- If a hot or under inflated tire is discovered, it should be moved well away from the vehicle. As an alternative, the driver should remain with the vehicle until the tire is cool to the touch, and then make repairs. If a vehicle is left with a hot tire, the tire might burst into flames and destroy the vehicle and load.

Table 2 below lists common sources of ignition that cause fires in the workplace, gives examples in each case, and suggests preventive measures.

Sources of Ignition	Examples	Preventive Measures
Electrical equipment	electrical defects, generally due to poor maintenance, mostly in wiring, motors switches, lamps and hot elements.	Use only approve equipment. Follow National Electrical Code. Establish regular maintenance.
Friction	Hot bearings, misaligned or broken machine parts, poor adjustment.	Follow a regular schedule of inspection maintenance and lubrication.
Open flames	Cutting and welding torches, gas oil burners, misuse of gasoline torches.	Follow established welding pre- cautions. Keep burners clean and properly adjusted. Do not use open flames near combustibles.
Smoking and matches appropriate	Dangerous near flammable liquids and in areas where combustibles are	Smoke only in permitted areas. Make sure matches are out. Use
	stored or used.	receptacles.
Static electricity	Occurs where liquid flows from pipes.	Ground equipment. Use static eliminators. Humidify the atmosphere.
Hot surfaces air	Exposure of combustibles to	Provide ample clearances, insulation,
Furnaces, electric lamps or irons	circulation. Check heating apparatus p	rior to leaving it unattended.

#### WELDING AND CUTTING

Welding and cutting will not be permitted in areas not authorized by management.

If practical, welding and cutting operations shall be conducted in well-ventilated rooms with a fireresistant floor. If this practice is not feasible, staff should ensure that the work areas have been surveyed for fire hazards; the necessary precautions taken to prevent fires; and issue a hot permit. This hot permit shall only encompass the area, item and time which is specified on it.

If welding is to be performed over wooden or other combustibles type floors, the floors will be swept clean, wetted down, and covered with either fire-retardant blankets, metal or other noncombustible coverings.

Welding will not be permitted in or near areas containing flammable or combustible materials (liquids, vapors, or dusts). Welding will not be permitted in or near closed tanks that contain or have contained flammable liquids unless they have been thoroughly drained, purged and tested free from flammable gases or vapors. Welding shall not begin until all combustible materials have been removed at least 35 feet from the affected areas, or if unable to relocate, covered with a fire- resistant covering. Openings in walls, floors, or ducts shall be covered if located within 35 feet of the intended work area. Welding will not be permitted on any closed containers.

Fire extinguishers will be provided at each welding or cutting operation. A trained watcher will always be stationed during the operation and for at least 30 minutes following the completion of the operation. This person will assure that no stray sparks cause a fire and will immediately extinguish fires that do start.

#### **OPEN FLAMES**

No open flames will be permitted in or near spray booths or spray rooms. If indoor spray-painting work needs to be performed outside of standard spray-painting booths, adequate ventilation will be provided. All potential ignition sources will also be eliminated.

Gasoline or alcohol torches shall be place so that the flames are at least 18 inches away from wood surfaces. They will not be used in the presence of dusts, vapors, flammable combustible liquids, paper or similar materials. Torches shall never be left unattended while they are burning.

The Cumberland Community Transportation Program has a specific policy regarding cigarette/cigar/pipe smoking in the workplace. Smoking and no-smoking areas will be clearly delineated with conspicuous signs. Rigid enforcement will be maintained at all times. The plan administrator will enforce observance of permissible and prohibited smoking areas for employees and outside visitors to the workplace. Fire-safe, metal containers will be provided where smoking is permitted. No-smoking areas will be checked periodically for evidence of discard smoking materials.

#### STATIC ELECTRICITY

The Cumberland Community Transportation Program recognizes that it is impossible to prevent the generation of static electricity in every situation, but the Cumberland Community Transportation Program realizes that the hazard of static sparks can be avoided by preventing the buildup of static charges. One or more of the following preventive methods will be used: grounding, bonding, maintaining a specific humidity level (usually 60-70 percent), and ionizing the atmosphere.

Where a static accumulating piece of equipment is unnecessarily located in a hazardous area, the equipment will be relocated to a safe location rather than attempt to prevent static accumulation.

#### **VII. HOUSEKEEPING PREVENTATIVE TECHNIQUES**

The following are housekeeping techniques and procedures to prevent occurrences of fire.

- Keep storage and working areas free of trash.
- Place oily rags in covered containers and dispose of daily.
- Do not use gasoline or other flammable solvent or finish to clean floors.
- Use noncombustible oil-absorptive materials for sweeping floors.
- Dispose of materials in noncombustible containers that are emptied daily.
- Remove accumulation of combustible dust.
- Don't refuel gasoline-powered equipment in a confined space, especially in the presence of equipment such as furnaces or water heaters.
- Don't refuel gasoline-powered equipment while it is hot.
- Follow proper storage and handling procedures.
- Ensure combustible materials are present only in areas in quantities required for the work operation.
- Clean up any spill of flammable liquids immediately.
- Ensure that if a worker's clothing becomes contaminated with flammable liquids, these individuals change their clothing before continuing to work.
- Post "No Smoking" caution signs near the storage areas.

- Report any hazardous condition, such as old wiring, worn insulation and broken electrical equipment, to the supervisor.
- Keep motors clean and in good working order.
- Don't overload electrical outlets.
- Ensure all equipment is turned off at the end of the work-day.
- Maintain the right type of fire extinguisher available for use.
- Use the safest cleaning solvents (nonflammable and nontoxic) when cleaning electrical equipment.
- Ensure that all passageways and fire doors are unobstructed. Stairwell doors shall never be propped open, and materials shall not be stored in stairwells.
- Periodically remove over spray residue from walls, floors, and ceilings of spray booths and ventilation ducts.
- Remove contaminated spray booth filters from the building as soon as replaced or keep immersed in water until disposed.
- Don't allow material to block automatic sprinkler systems, or to be piled around fire extinguisher locations. To obtain the proper distribution of water, a minimum of 18 inches of clear space must be maintained below sprinkler deflectors. If there are no sprinklers, a 3-foot clearance between piled material and the ceiling must be maintained to permit use of hose streams. These distances must be doubled when stock is piled higher than 15 feet.
- Check daily for any discard lumber, broken pallets or pieces of material stored on site and remove properly.
- Reptile immediately any pile of material which falls into an aisle or clear space.
- Use weed killers that are not toxic and do not pose a fire hazard.

#### FIRE PROTECTION EQUIPMENT

Every building will be equipped with an electrically managed, manually operated fire alarm system. When activated, the system will sound alarms that can be heard above the ambient noise levels throughout the workplace. The fire alarm will also be automatically transmitting to the fire department. Any fire suppression or fire detection system will automatically actuate the building alarm system.

The automatic sprinkler system, if applicable, will adhere to NFPA 13, Standard for the Installation of Sprinkler Systems. The sprinkler system and components will be electrically supervised to ensure reliable operation. This includes gate valve tamper switches with a local alarm at a constantly attended

site when the valve is closed. If a single water supply is provided be a connection to the city mains, a low-pressure monitor is included. If pressure tanks are the primary source of water, air pressure, water level, and temperature shall be supervised. If fire pumps are provided to boost system pressure, supervision will monitor loss of pump power, pump running indication, low system pressure, and low pump suction pressure.

In hospitals, every patient sleeping room will be provided with an outside window or door that can be opened from the inside; this will allow venting of products of combustion if there is a fire. A specially designed smoke control system can be a substitute for an outside window.

Portable fire extinguishers are placed in a building. Fire extinguishers must be kept fully charged and in their designated places. The extinguishers will not be obstructed or obscured from view. A map indicating the locations of all fire extinguishers for this Cumberland Community Transportation Program is in Appendix E. The fire extinguishers will also be inspected by The City of Fayetteville Fire Department annually. Our building managers will, at least monthly, to make sure that they are in their designated places, have not been tampered with or actuated, and are not corroded or otherwise impaired. Attached inspection tags shall be initialed/dated each month.

The location of all hydrants, hose houses, portable fire extinguishers, or other fire protective equipment should be properly marked with arrows and signs painted on the pavement.

#### **VII. TRAINING**

All employees shall be instructed on the locations and proper use of fire extinguishers in their work areas. Employees shall also be instructed as to how to operate the building's fire alarm system and be familiar with evacuation routes. The training of all employees shall include the locations and types of materials and/or processes which pose potential fire hazards. The training program shall also emphasize the following:

- 1. Use and disposal of smoking materials
- 2. The importance of electrical safety
- 3. Proper use of electrical appliances and equipment
- 4. Unplugging heat-producing equipment and appliances at the end of each workday
- 5. Correct storage of combustible and flammable materials
- 6. Safe handling of compressed gases and flammable liquids (where appropriate)

Initial training and ongoing training shall include regularly scheduled fire drills. Training documentation shall be place in Appendix D.

# Appendix A

# FIRE PREVENTION CHECKLIST

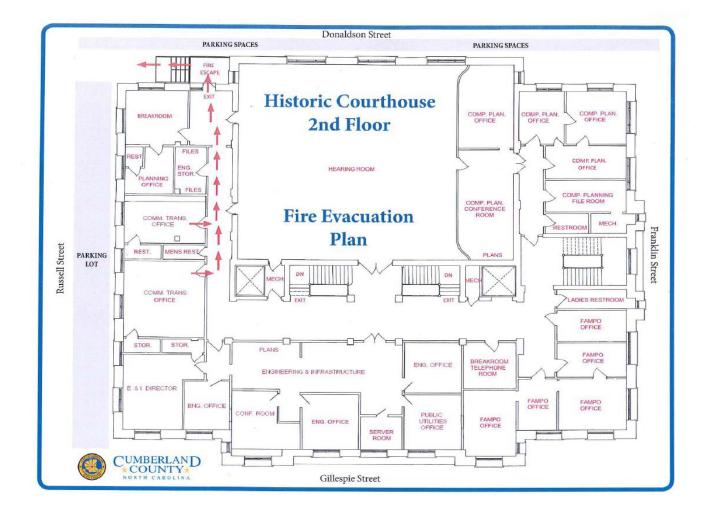
# This checklist should be reviewed regularly and kept up to date.

ELECTRICAL EQUIPMENT	
<ul> <li>No makeshift wiring</li> <li>Extension cords serviceable</li> <li>Motors and tools free of dirt and grease</li> </ul>	<ul> <li>Fuse and control boxes clean a closed</li> <li>Circuits properly fused or otherwise protected</li> <li>Equipment approved for use in hazardous areas (if required)</li> </ul>
_ Lights clear of combustible materials	_Safest cleaning solvents used
FRICTION	
_Machinery properly lubricated	_Machinery properly adjusted and/or aligned
SPECIAL FIRE-HAZARD MATERIALS	
_Storage of special flammable isolated	_ Nonmetal stock free of tramp metal
WELDING AND CUTTING	
_Area surveyed for fire safety	_ Combustible removed or covered _ Permit issued
OPEN FLAMES	
_ Kept away from spray rooms and booths	_ Portable torches clear of flammable surfaces _ No gas leaks
PORTABLE HEATERSSet up with ample horizontal and overhead clearances	_ Safely mounted on noncombustible surfaces
_ Secured against tipping or upset	_ Use of steel drums prohibited
_Combustibles removed or covered	_ Not used as rubbish burners
HOT SURFACES	
_Hot pipes clear of combustible materials	_ Soldering irons kept off combustible surfaces
_ Ample containers available and serviceable	_ Ashes in metal containers
SMOKING AND MATCHES	
_ "No smoking" and "smoking" areas clearly marked	_ No discarded smoking materials in prohibited areas
_Butt containers available and serviceable	
SPONTANEOUS IGNITION	
_ Flammable waste material in closed, metal containers	_ Piled material, dry, and well ventilated
_Flammable waste material containers emptied frequently	_Trash receptacle emptied daily
STATIC ELECTRICITY	
_ Flammable liquid dispensing vessels grounded and bonded	_ Proper humidity maintained
_Moving machinery grounded	
HOUSEKEEPING	
_No accumulation of rubbish	_ Premises free of unnecessary combustible materials
_Safe storage of flammables	_ No leaks or dripping of flammables and floor free of spills
_ Passageways clear of obstacles	Fire doors unblocked and operating freely
_ Automatic sprinklers unobstructed	
FIRE PROTECTION	
Proper type of fire extinguisher	_ Extinguishing system in working order
_ Fire extinguisher in proper location	_ Service date current
_Access to fire extinguishers unobstructed	Personnel trained in use of equipment
_ Access to fire extinguishers clearly marked	_ Personnel exits unobstructed and maintained
_ Fire protection equipment turned on	

# **APPENDIX B**

# **INSPECTION LOGS AND FIRE INCIDENT REPORTS**

Insert fire incident reports and inspection records behind in this section.



# **APPENDIX C**

# IDENTIFIED FIRE HAZARDS AND RESPONSIBLE PERSONNEL

# HAZARD IDENTIFICATION

Туре	Location	Control	Extinguisher Location	Responsible Personnel

## **TRAINING RECORD**

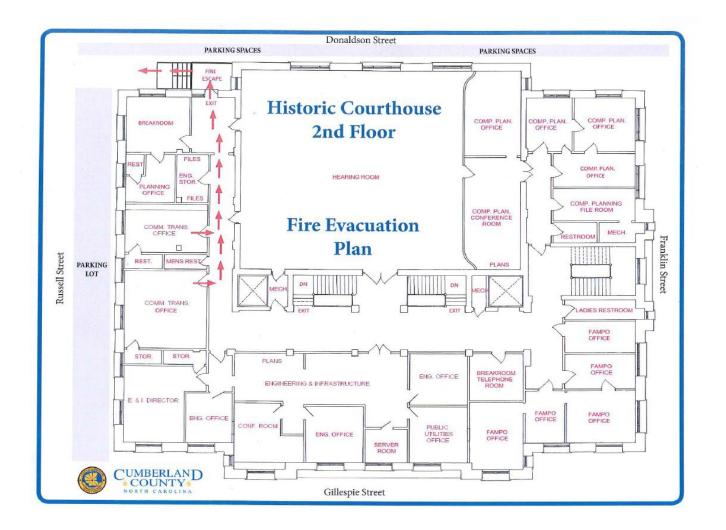
Employee	Department	Name of Training	Date of Training

# **APPENDIX E**

# FIRE EXTINGHISHER LOCATIONS

Insert your map designating fire extinguisher locations behind this tab for your building.

# **SAMPLE EVACUATION PLAN WITH FIRE EXTINGUISHERS IDENTIFIED**



# PREVENTATIVE MAINTENANCE PLAN

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance procedures of a vehicle to prevent the possibility of malfunctions. It is this agency's policy to follow that minimum required maintenance set forth by the manufacturer standards. All preventative maintenance will be reported/completed in a timely manner.

### MAINTENANCE

Each vehicle is assigned a number by the Coordinator of Transportation which is affixed to each vehicle in a visible location (driver side front under the headlight, on the cover for the gas tank and the backpassenger side above the brake light. The phone number and facility name is put on the vehicles when purchased.

Every transit driver is responsible for ensuring that periodic maintenance is performed on the vehicle assigned to him/her. The transit driver will indicate on the Pre-Trip Inspection Form when the vehicle is within 500 miles of the next scheduled service.

All requests for service and maintenance must be given to the Coordinator. Repairs are posted on the Maintenance Repair form generated by the Asset Works program. A copy of the form must be taken with the vehicle to the maintenance provider and a copy of the form is filed with the coordinator and posted in the Vehicle Maintenance Log.

In the event of a mechanical failure while the vehicle is in service, the driver will call the Coordinator to report the need for service. The coordinator will contact the maintenance provider during normal business hours or the wrecker service at other times.

# **Preventative Maintenance Schedule**

Be alert and ready to make schedule alterations per your specific needs. When making alterations, be sure to document any changes and update this list for reference.

Regularly	Wash vehicle interior and exterior – determine need by the amount of use and road conditions. (Salt used for clearing roads and chloride compounds		
	used to control dust on unpaved roads may require more frequent washes.		
	Clean the windshield wiper blades as required.		
Unscheduled	Replace:		
	<ul> <li>Alternator</li> <li>Starter motor</li> <li>Windshield wiper motor</li> <li>Windshield wiper blades</li> <li>Exhaust components: muffler, manifolds, pipes, hangers and clamps, headlamps, turn signal bulbs, brake lights and marker lights.</li> <li>Vehicle interior fittings, seat materials</li> <li>Wheelchair lift components</li> <li>Wheelchair restraint components</li> </ul>		
Every Year	Flush radiator Replace coolant Service air conditioner		
Every 2 Years	Replace all hoses; more often if necessary.		
Every 2 Years	Replace battery		
Mileage Specific	* In dusty areas, the air filter should be replaced every 10,000 miles.		

\*\* PVC value and brake pad replacements and engine tune-ups may need to be performed more often than suggested in this schedule.

- 6,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 12,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses.
- 18,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
- 24,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 30,000 Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components.
- 36,000 Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
- 42,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components.
- 48,000 Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

54,000	Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints,
	rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect
	exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front
	suspension components, inspect front wheel bearings, clean and repack if required.

- 60,000 Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.
- 66,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped).
- 72,000 Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, Inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.
- 78,000 Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front-end suspension components.
- 84,000 Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 90,000 Change oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required.
- 96,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

100,000	Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid.
106,000	Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
112,000	Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses.
118,000	Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
124,000	Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, Check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake and brake hoses, inspect CV joints (if equipped) and front suspension components.
130,000	Change oil, oil filter, lubricate outer tie rod ends, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, check transfer case fluid level, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components.
136,000	Change oil, oil filter, flush and replace engine coolant regardless of mileage, lubricate outer tie rod ends, lubricate front suspension ball joints, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearing, clean and repack if required.
142,000	Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses. Inspect CV (if equipped) and front suspension components.
148,000	Change oil, oil filter, flush and replace engine coolant, lubricate out tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
154,000	Change oil, oil filter, lubricate outer tie rod ends, lubricate front suspension ball joints, rotate tires, check transmission fluid level, check coolant level, hoses, and clamps, inspect exhaust system, brake hoses and brake linings, inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required.

- 160,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 166,000 Change oil, oil filter, flush and replace engine coolant, replace ignition cables, replace ignition cables, replace engine air cleaner filter, replace spark plugs, lubricate steering linkage, rotate tires, check transfer case fluid level, check transmission fluid level, and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace as necessary, inspect auto tension drive belt and replace if required.
- 172,000 Change oil, oil filter, lubricate steering linkage, rotate tires, lubricate outer tie rod ends, lubricate front suspension ball joints, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, Inspect CV joints (if equipped) and front suspension components, inspect front wheel bearings, clean and repack if required, inspect and replace auto tension drive belt if required.
- 178,000 Change engine oil, oil filter, flush and replace engine coolant, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect CV joints (if equipped) and front-end suspension components.
- 184,000 Change oil, and filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.
- 190,000 Change oil, oil filter, Drain and refill transfer case fluid, lubricate front suspension ball joints, lubricate outer tie rod ends, replace ignition cables, replace engine air cleaner filter, replace spark plugs, rotate tires, check transmission fluid level and fill plug condition, check coolant level, hoses and clamps, inspect exhaust system, brake hoses and brake linings, inspect the CV joints (if equipped) and front suspension components, inspect PCV valve, replace if necessary, inspect auto tension drive belt and replace if required, inspect front wheel bearings, clean and repack if required, inspect auto tension drive belt and replace if required.
- 196,000 Change oil, oil filter, lubricate outer tie rod ends, lubricate steering linkage, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components. Drain and fill automatic transmission fluid, change filter, and adjust bands, flush and replace engine coolant, flush and replace power steering fluid.
- 202,000 Change oil, oil filter, lubricate outer tie rod ends, rotate tires, check transmission fluid level, check coolant level, hoses and clamps, inspect exhaust system and brake hoses, inspect CV joints (if equipped) and front suspension components.

# Wheelchair Lift Maintenance Schedule

Perform lift maintenance at scheduled intervals according to number of cycles or elapsed time, whichever comes first. Correct any potentially dangerous situations at once.

# **Daily Inspections**

Pre/Post-trip inspections are crucial to the success of every agency's Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking area by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted to the Coordinator at the end of the driver's shift so that necessary maintenance can be noted and scheduled accordingly. Drivers must sign each checklist for each vehicle used that day.

# **PRE-TRIP INSPECTION**

# Under the Hood

Check for problems under the hood at the beginning of the inspection before starting the engine. It is easier and safer when the engine is cool.

Check the oil, radiator and battery fluid levels. If low, list this on the inspection checklist. If any fluids are below the safe level, see the Transit Coordinator for assistance.

Also, check hoses for cracks or possible leaks and belts for any visible damage. Report any wear on the checklist, as soon as it begins to show.

# Vehicle Interior

Since the will need to remain started while you conduct the inspection, best practices encourage placing chocks behind the wheels prior to starting the motor.

First, engage the parking brake.

Second, start the vehicle.

Next, check the oil pressure, fuel and alternator gauges.

If the oil pressure light remains on or the gauge shows the oil pressure to be dangerously low, turn the motor off until the problem can be corrected. Alert the Transit Coordinator and document this information on the pre-trip inspection form.

If the alternator or generator light stays on, the battery may not be charging. To guard against the possibility of becoming stranded along the route by a dead battery, have the problem located and corrected right away.

Check the windshield wipers to make sure they are working and not worn or stripped.

## Vehicle Exterior

Turn on all exterior lights. With the vehicle in park and the emergency brake still on, begin the exterior check from the front of the vehicle.

During the exterior inspection, be sure to note and report any evidence of fresh damage to the vehicle. Reporting such damage now may save you a lengthy and difficult explanation or report later. Space is provided for you on the Daily Vehicle Inspection Checklist to note and describe any exterior damage. Check all lights (clearance, head, tail, signal and emergency flashers) to make sure they are working.

(You may need a co-worker's assistance).

Check the left front tire for any signs of road damage or under-inflation.

Check the air pressure with an air pressure gauge.

Take care to maintain your tires at the recommended pressure.

A soft tire is very susceptible to severe road damage.

An over-inflated tire causes a bumpier and less comfortable ride,

Especially for elderly or disabled passengers.

Check the condition of the side marker light.

Move to the back of the vehicle and inspect the rear left tire or duals for obvious damage.

Check the air pressure with an air pressure gauge.

While at the back of the vehicle, check the taillights, the brake lights, turn signal lights, emergency flashers and any other clearance lights, reflectors or signs. (This will require assistance).

Make sure tires are free of mud and dirt buildup.

Store a cloth to clean any dirty lights, which may be hard to see even after dark.

Check the right rear tire. If there are any other lights or outside signs for your boarding doors or lifts, make sure they are in place and clean.

Next, look under the vehicle. Make sure there are no foreign or unfamiliar objects hanging down or wedged underneath.

Also, check to see if there are any puddles of vehicle fluids under the vehicle. If the vehicle is leaking fluid, report it to the Transit Coordinator.

Move to the front of the vehicle and examine the right front tire in the same manner as the left tire and check the condition of the side marker light.

Adjust each mirror so that you can see what you need to see from your normal driving position. When adjusting mirrors, keep in mind what you want to be able to see within your safety zone.

Test the horn to make sure it works.

Turn the steering wheel gently to make sure it is not loose.

Depress the brake pedal. If the tension feels spongy or soft, note this on your checklist, the brakes may need to be adjusted.

Check the blower fan to verify it works so the heater, defroster or air conditioner can all be utilized.

Check the interior lights. If any lights are not working, note this on the checklist.

Note on your checklist anything in the interior of the vehicle that needs attention.

# Safety Equipment

Check your emergency equipment to make sure it is in the right location and in working order.

Emergency equipment should include:

- A properly charged fire extinguisher
- Warning devices such as cones, triangles, flares
- A first aid kit
- Extra fuses
- A flashlight with fresh batteries
- Blood Borne Pathogens Kits

Look around the inside of your vehicle to make sure it is clean. Clear out trash, debris or loose items. Trash or debris left in the vehicle can be tossed about by careless passengers and can cause slips, falls and fires. A clean vehicle presents a professional image.

Check any special accessibility equipment if your vehicle is so equipped.

Examine tie downs for signs of damage or excessive wear. Make sure they can be properly secured to the floor.

Check all lifts and ramps by operating them through one complete cycle. Make sure they are functioning properly. (You may have to move the vehicle to ensure proper clearance while performing this part of the inspection.)

Make sure all doors and emergency exits are functional and unobstructed.

#### **DAILY INSPECTION**

Pre/Post-Trip inspections are crucial to the success of each transit system's Preventative Maintenance Program. Each driver will inspect his or her vehicle before leaving the parking lot by completing the Pre-Trip Vehicle Inspection Form. The completed checklist must be submitted at the end of the driver's shift to maintain a records inspection. At the end of each driver's assigned shift, the driver must also complete a Post-trip Inspection Sheet, found on the back of the Pre-trip Inspection Sheet. Drivers must sign each Pre-trip and Post-trip checklist for each vehicle used that day. Pre-trip and Post-Trip inspection sheets will be reviewed daily on order to schedule any required or necessary maintenance. (See attachment page 111, Pre/Post-Trip Checklist)

#### MANAGEMENT REVIEWS

There must be an effective mechanism to monitor and document the contractor's maintenance activities. An acceptable program would consist of periodic written reports on maintenance activities submitted by the contractor to the grantee, supplemented by periodic inspections by the grantee. The grantee must provide oversight in order to verify the contractor's compliance with FTA and NCDOT regulations and polices.

The Community Transportation Coordinator/Accountable Executive/Safety Officer will provide oversight on accident/incident reporting and safety training quarterly. Oversight may be provided through reports submitted to the Transportation Coordinator/Accountable Executive/Safety Officer by the contracted company, or through an office visit from the Transportation Coordinator/Accountable Executive/Safety Officer to review records. In the case of any accident/incident, the Transportation Coordinator/Accountable Executive/Safety Officer should be notified immediately. The contractor must submit police reports if applicable, and document the investigation completed to verify if the accident/incident could have been avoided. The Transportation Coordinator/Accountable Executive/Safety Officer will verify the contractor's compliance with FTA and NCDOT regulations and policies.

# **BLOODBORNE PATHOGENS/INFECTION CONTROL**

# **OVERVIEW**

The document was developed to provide an overview of the Bloodborne Pathogens/Exposure Control Plan. The completed plan is available for review. The Exposure Control Plan (ECP) will be reviewed annually or updated when changes to tasks, procedures, and positions occur.

All Transit employees shall be trained in how to deal with blood borne pathogens. Blood borne Pathogens Kits shall be kept in all vehicles. If any employee is contaminated they shall be given time off with pay to clean up and the vehicle shall be cleaned before it is allowed back in service.

If a bio-hazardous spill occurs as part of a vehicular accident, then first aid for injured passengers should be the first priority, along with notification of appropriate medical assistance personnel. Bio-hazardous spills may also occur from an on-vehicle injury without a vehicular accident. Again, first aid provision comes first. Additionally, a bio-hazardous spill may occur as a result of vomiting or loss of bladder control, in which case, first aid is normally not necessary. However, anytime the driver does administer first aid, latex gloves and other personal protective equipment should be used.

# Contaminated items should be carefully placed in the designated bio-hazard disposal bag.

Following first aid administration, where necessary, the vehicle must be cleared of the spill. The following steps should be followed:

- 1. Put on a new pair of latex gloves.
- 2. Contain the spill as best as possible with paper towels and/or solidifying powder
- 3. Clean up spill with paper towels, or if a solidifying powder is used, use a dustpan and brush.
- 4. Clean area of spill with the cleaning or decontamination solution and wipe with paper towels and/or fresh solidifying powder.
- 5. <u>Place all items used to clean spill into bio-hazardous waste disposal bag.</u>
- 6. If the exterior of the disposal bag has not been contaminated by the spill, then remove both Latex gloves and place them in the disposal bag and seal the bag.
- 7. If the exterior of the bio-hazardous waste disposal bag has been contaminated by the spill, seal the bag and place inside another bag.

# 8. <u>Upon return to home base, place the plastic bag(s) into the designated disposal container.</u>

9. Management will have it disposed of by an appropriate medical hazard disposal organization for proper ultimate destruction.

# SAFETY DATA ACQUISITION/ANALYSIS DESCRIPTION OF ELEMENT

Understanding safety data is an important step toward allocating important (and often scarce) resources to implement safety plan elements. Safety data relative to transit provider operations can be used to determine safety trends in system operation. The data include information gathered from within the system on safety-related events such as passenger injuries or claims, employee injuries, accidents, incidents, and preventability. Driver reports (sometimes called logs) can be an important source of safety problems, such as dangerous stop locations, problems with vehicle equipment, safety problems with the route, and other issues. The data is useful in a formal hazard identification and resolution process to help identify hazards before they cause accidents. The data may also help improve system performance, not only in respect to safety, but also in overall delivery of service to the riding public. In addition, trend analyses of safety data can help determine the effectiveness of safety initiatives that have been implemented.

- A. One of the most important services the safety unit provides for the transit organization is the collection, maintenance, and distribution of safety data relative to system operation.
  - Includes information gathered from within the system on various operating events relative to safety.
- B. Analysis of this system specific data can be used to determine trends and patterns in system operation.
- C. Used as part of the Hazard Resolution Process, data collection and analysis can be used to identify hazards before they cause accidents.
  - This is done by techniques such as trend analysis and thus become a vital component of efforts to improve system performance, not only in respect to safety but also in overall delivery of service to the riding public.
- D. The responsibilities for providing, receiving, processing and analyzing data should be listed here and can be general or specific, based on the needs of the transit system.

## SAFETY PLAN PURPOSE

A System Safety Plan has many beneficial purposes for your employees and passengers. A plan provides:

- A documented approach to accomplishing a system safety plan.
- A means of providing safety policies and procedures to drivers, vehicle maintenance, office and personnel.
- A way to reduce accidents and injuries through preventative measures.

## **SAFETY OBJECTIVES**

In the transit environment, when properly applied, system safety:

- 1. Ensures safety is addressed during system planning, design and construction
- 2. Provide analysis tools and methodologies to promote safe system operation through the identification of safety hazards and the implementation of technology, procedures, training, and safety devices to resolve these hazards

# **TRANSIT SYSTEM SAFETY PHILOSOPHY** NCDOT Safety Philosophy Statements

A Safety Philosophy is part of the North Carolina Department of Transportation (NCDOT) mission. North Carolina public transit systems can uphold this mission by acknowledging and implementing the NCDOT safety philosophy statements shown below:

- ✤ All accidents and injuries can be prevented.
- Management/supervisors are responsible, and will be held accountable, for preventing injuries and occupational illnesses.
- Occupational safety and health is part of every employee's total job performance.
- Working safely is a condition of employment.
- ✤ All workplace hazards can be safeguarded.
- Training employees to work safely is essential and is the responsibility of management/supervision.
- Preventing personal injuries and accidents is good business.

#### SAFETY GOALS

# As a public transportation provider in North Carolina, transit systems should utilize and uphold statewide safety goals. These goals include:

- Instilling a safety attitude and a safe work place/customer service environment
- Establishing a commitment to safety
- Developing and maintaining a comprehensive, structured safety plan
- Developing and maintaining safety standards and procedures
- Providing formalized safety training
- Reducing accident and injury rates
- Selecting equipment that promotes and enhances safety
- ✤ Safeguarding hazards
- Making necessary changes in the system to uphold safety
- Establishing an incentive/reward program that rewards safe employee practices
- Increasing employee safety awareness
- ✤ Applying new research and development in safety efforts
- Meet NCDOT/PTD minimum training standard
- Creates a proactive transit safety culture that supports employee safety and safe system operation through motivated compliance with agency rules and procedures and the appropriate use and operation of equipment.

# SAFETY RESPONSIBILITIES – SPECIFIC POSITIONS

# Transportation Coordinator/Accountable Executive/Chief Safety Officer

- Provides oversight of training for employees and supervisory personnel directly related to avoiding a possible injury or illness.
- Responsible for submitting a copy of Accident/Incident Reports to NCDOT/PTD Safety & Training Unit.
- Provides oversight and evaluates effectiveness of the safety plan.
- Accountable Executive for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA
- Chief Safety Officer for implementing and ensuring all safety and compliance standards set forth by NCDOT and FTA

# **Contract Owners**

- Have a thorough knowledge of the System Safety Policy.
- Provides a safe workplace.
- Locates and provides instruction and training to drivers so that they conduct their job in a safe manner.
- Enforces safety rules and regulations.
- Initiates immediate corrective action where unsafe conditions or practices are found.
- Properly notifies the Transportation Coordinator/Accountable Executive of all accidents and incidents.
- Develops goals established for the safety plan, with progress toward those goals measured on a quarterly basis.
- Investigates accidents and incidents and writes reports on actions taken to prevent recurrence of accidents, including actions taken against individual violators of safety rules and practices.
- Maintains records as necessary to comply with laws and objectives of the safety plan. These records should include:
  - Copies of Report of Injury or Accident
  - Safety Meetings Reports

# Employees

- Abides by the safety rules and regulations.
- Has regard for the safety of fellow workers and clients at all times.
- Reports any unsafe condition to the Contract Owner.
- Contributes ideas and suggestions for improving the safety of conditions or procedures to the Contract Owner.
- Uses individual knowledge and influence to prevent accidents.
- Attends safety training and safety meetings.
- Reports accidents and injuries to the Contract Owner immediately.

It is the responsibility of each driver to abide by all rules and regulations and to comply with all laws pertaining to safety and health in the workplace. <u>It is the responsibility of each Contract Owner to</u>

**provide explicit instructional and procedural safety training for each employee.** Safety becomes a shared responsibility between management and the employee, and working safely is a condition of employment.

All drivers are required to attend safety meetings. Safety meetings involve employees in the Safety plan and are very useful ways of training employees. Safety meetings are used to present information, discuss problems and new ideas and discuss recent accidents and injuries. Safety meetings shall include, but shall not be limited to, the following:

- 1. Practicing safe driving procedures and avoiding accidents or incidents.
- 2. Reporting promptly and in writing, to your supervisor, all injuries and illnesses associated with the jobs.
- 3. Working under the influence of alcohol or illegal drugs is specifically forbidden. Use of prescription drugs, which may affect your alertness or work abilities, shall be reported to the contract owner (49 CFR parts 40, 653, and 654).

# SAFETY MEETING REPORT (Monthly, Bi-monthly or quarterly)

Date:	
Address:	
Meeting Leader:	
Attendance should be documented.	
Other Persons Present:	
Formal Presentation (Name of presenter and topic):	
Other Subjects Discussed:	
Reports on Weekly Meetings:	
	—
Employees' Comments/Suggestions:	

# SAFETY AND SECURITY PLAN

# **Table of Contents**

<b>PREF</b>	ACE	
1. M	ISSION DEFINITION	73
1.1	INTRODUCTION – ESTABLISHING THE PARAMETERS OF THE PLAN	
1.2	SYSTEM OVERVIEW – WHO WE ARE AND WHAT WE DO	109
2. PF	REPARATION	78
2.1	Overview	
2.2	HAZARD AND THREAT ASSESSMENT	79
2.3	COMMUNICATING ABOUT RISK: TRANSIT THREAT ALERT SYSTEM	86
2.4	Emergency Planning	86
2.5	COORDINATING WITH STAKEHOLDERS	87
2.6	Exercises and Drills	89
3. PF	REVENTION	
3.1	Overview	
3.2	RISK REDUCTION	
3.3	TRAINING AND DEVELOPMENT	101
3.4	SECURITY AWARENESS	104
3.5	SAFETY DATA ACQUISITION/ANALYSIS PROCEDURES	107

#### PREFACE

Community transportation systems operate in a wide variety of environments including rural, urban and resort areas. Community transit includes fixed route, shared ride, paratransit and specialized service for the general public, as well as high-risk passengers such as individuals with disabilities, the elderly and young children.

Safety has always been a priority for local community transportation providers, state Departments of Transportation and the Federal Transit Administration. As a result of 9/11, and the transit attacks in Spain, England and India, there are heightened concerns for transit security even in rural communities. The destruction wrought by Hurricanes Katrina, Rita and other acts of nature have renewed our national awareness for the role that public transportation can play as a first responder resource.

Every transit system - whether a large fixed-route bus system or a small rural provider – is being asked to designate safety, security and emergency preparedness as a top priority, and to prepare to manage critical incidents for the wide array of the hazards that transit faces.

Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. Successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

To establish the importance of safety, security and emergency preparedness in all aspects of our organization, Cumberland Community Transportation Program has developed this Safety, Security and Emergency Preparedness Plan (SECURITY PLAN). This SECURITY PLAN outlines the process used by Cumberland Community Transportation Program to make informed decisions that are appropriate for our operations, passengers, employees and communities regarding the development and implementation of a comprehensive security and emergency preparedness program.

As a result of this program, Cumberland Community Transportation Program achieves not only an effective physical security program but enhances associations with the local public safety agencies in our service area. Improved communication increases their awareness of our resources and capabilities and improves our readiness to support their efforts to manage community-wide emergencies, including, accidents and incidents, acts of nature, hazardous materials, criminal activity and terrorism.

In order to be effective for Cumberland Community Transportation Program, the activities documented in this SECURITY PLAN focus on establishing responsibilities for safety, security and emergency preparedness, identifying our methodology for documenting and analyzing potential safety, security and emergency preparedness issues, and developing the management system through which we track and monitor our progress in addressing these issues.

The structure of this SECURITY PLAN focuses first on a description of the Cumberland Community Transportation Program's Mission and a comprehensive overview of the system, then on Preparation – identifying critical assets, threats and vulnerabilities to the transit system and the environment in which it operates, along with preparing our transit staff to manage incidents in concert with external emergency management organizations and first responders, followed by Prevention – strategies for reducing risk, including training on safety/security awareness, then on Response - staff responsibilities and emergency protocols, and finally, on Recovery – putting things back together. The Appendix of this SECURITY PLAN contains forms that we use to ensure documentation of our SECURITY PLAN activities.

# **MISSION DEFINITION**

# **<u>1.1</u>** Introduction – Establishing the parameters of the plan

### 1.1a. - AUTHORITY

The authority for implementing the SECURITY PLAN resides with the Cumberland Community Transportation Program.

### 1.1 b. - PURPOSE

This SECURITY PLAN defines our process for addressing safety, security and emergency preparedness as:

- **System Safety** The application of operating policies and procedures to reduce vulnerability to safety-related hazards.
- **System Security** The application of operating policies and procedures to reduce vulnerability to security threats.
- **Emergency Preparedness** The system of policies and procedures that assure rapid, controlled, and predictable responses to a wide variety of safety and/or security incidents.

The SECURITY PLAN supports Cumberland Community Transportation Program's efforts to address and resolve critical incidents on our property and within our community.

**Critical Incidents** – Critical Incidents could include accidents, natural disasters, sabotage, civil unrest, hazardous materials spills, criminal activity, or acts of terrorism. Regardless of the cause, critical incidents require swift, decisive action to protect life and property. Critical incidents must be stabilized prior to the resumption of regular service or activities. And successful resolution of critical incidents typically requires cooperative efforts by a variety of responding agencies.

The overall purpose of the Cumberland Community Transportation Program SECURITY PLAN is to optimize -within the constraints of time, cost, and operational effectiveness -- the level of protection afforded to Cumberland Community Transportation Program's passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

This SECURITY PLAN demonstrates the Cumberland Community Transportation Program's commitment to do the following:

#### • Prepare

- Identify assets essential to our mission

- Assess hazards and threats facing our agency and our community
- Train staff how to prevent, respond to and recover from prime risks
- Coordinate with other emergency response organizations

#### Prevent

- Take steps to eliminate threats where possible
- Institute policies and procedures that reduce the likelihood of incidents occurring
- Take steps that reduce the impact on system assets when incidents do occur

### Respond

React quickly and decisively to critical incidents focusing on:

- Life Safety
- Property Protection
- Stabilization of Incident

#### Recover

- Resume service delivery based on availability of resources
- Repair and replace critical assets
- Assess incident response and make changes based on lessons learned.

### 1.1 c. - GOALS

The SECURITY PLAN provides Cumberland Community Transportation Program with a safety, security and emergency preparedness capability that:

- Ensures that safety, security and emergency preparedness are addressed during all phases of system operation including hiring and training of personnel; procurement and maintenance of equipment; development of policies and procedures; delivery of service, and coordination with local emergency management and first responder agencies
- Creates a culture that supports employee safety and security through the appropriate use and operation of equipment and resources
- Promotes analysis tools and methodologies that identify changing threat conditions and bolster agency response capabilities
- Ensures that our agency achieves a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies
- Identifies and pursues grant funding opportunities at the state and federal level to support safety, security, and emergency preparedness efforts
- Makes every effort to ensure that, if confronted with a safety or security event or major emergency, our
  personnel will respond effectively, using good judgment and building on best practices identified in policies
  and procedures and exercised through drills and training

#### 1.1 d. - OBJECTIVES

In this new environment, every threat cannot be identified and eliminated, but Cumberland Community Transportation Program takes steps to be more aware, to better protect passengers, employees, facilities and equipment, and stands ready to support community needs in response to a critical incident. To this end, our SECURITY PLAN has five objectives:

- 1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly-sized agencies around the nation.
- 2. Partake in and strengthen community involvement and participation in the safety and security of our system.
- 3. Develop and implement a Threat and Vulnerability Assessment program and, based on the results of this program, establish a course of action for improving physical safety and security measures and emergency response capabilities.
- 4. Expand our training program for employees, volunteers and contractors to address safety and security awareness and emergency management concerns.
- 5. Enhance our coordination with partner agencies regarding safety, security and emergency preparedness issues.

#### 1.1 e. - DEFINITION

In this SECURITY PLAN, the terms "transit vehicle" or "bus" are used to describe all types of transit surface conveyances including sedans, mini-vans, vans, body-on-chassis, mini-buses and the wide range of full-size coaches.

## **1.2 ORGANIZATIONAL DESCRIPTION**

The Cumberland County Community Transportation Program is a transportation system operating in Cumberland County, NC. The Community Transportation Program offers demand response and subscription transportation services through local contracted transportation providers. The Community Transportation Program also assists with transportation for the following agencies:

Employment Source (Service Source)

Medical and non-medical transportation is available to those that are 60+ or disabled. Medical transportation is provided at no cost to the client (as long as they do not qualify for Medicaid Transportation or ADA Transportation). Non-medical transportation is provided at a cost of \$2.50 per one-way trip (as long as they do not qualify for ADA Transportation). Trips are provided Monday thru Friday from 8:00am to 5:00pm. Accommodations for dialysis clients will be made to provide transportation outside of the normal service hours.

Employment transportation (EMPL) is available to citizens living in the urbanized area (as long as they do not live less than 1.5 mile from a Fayetteville Area System of Transit bus route). Trips are provided at a cost of \$2.50 per one-way trip. Trips are provided Monday thru Friday from 5:00am to 8:00pm.

Rural General Public (RGP) service is available to all citizens who reside in the rural areas of our county at a cost of \$2.50 per one-way trip. Trips are provided Monday thru Friday from 5:00am to 8:00pm.

All service is accessible to persons with disabilities.

The ridership of CTP is comprised of the elderly, disabled, low income, and rural residents of our county. All destinations are located within the County of Cumberland.

Days and Hours of Service

Transportation services provided by the Community Transportation Program will not operate on the following holidays:

Christmas Day New Year's Day

# **1.2** System Overview – Who We Are and What We Do **1.2 b.** - MISSION STATEMENT

#### **MISSION STATEMENT**

The mission of the Cumberland County Community Transportation Program is to provide safe, dependable, accessible, and affordable transportation to all residents of Cumberland County. The Cumberland County Community Transportation Program will always strive to continue for tomorrow what is today: a key to independence.

#### **1.2 c. - ORGANIZATIONAL STRUCTURE**

The Cumberland County Community Transportation Program provides public transportation options to its customers within the County of Cumberland, North Carolina. The final decisions and program documents are presented to the TAB which is a locally formed advisory group based on the guidelines and requirements of NCDOT/PTD. The Cumberland County Board of Commissioners and the TAB is obligated to ensure that the policies and plans it approves and administers do not intentionally or unintentionally discriminate against any person. The Cumberland County Board of Commissioners and the TAB/Governing Board are presented with the Plans to approve prior to each submission to NCDOT. The Plans/program documents include an acknowledgment page for Board approval. A copy of the official Board resolution or meeting minutes will also be provided as evidence that the Plan has been adopted.

Board or Committee Name	Appointed	Elected	# of Members
Transit Advisory Board	$\square$		12
County Board of Commissioners		$\boxtimes$	7

# 1.2d. - SERVICE AREA

The Cumberland County Community Transportation Program serves all of Cumberland County including the municipalities within its borders. Presently, Cumberland County has a population close to 319,431 and encompasses approximately 661 square miles. Cumberland County is a rural county located near the center of North Carolina. The area is known as the "Sandhills." Fayetteville's growth was set back by a devastating fire in 1831. One of the principal factors that boosted the slow recovery of the area was the opening of Camp Bragg as an artillery and temporary training facility in 1918. The base was closed in 1921 and later reopened as a permanent army post and renamed Fort Bragg. Cumberland County has progressed from its beginnings as a riverfront distribution center to a highly commercialized area offering a variety of services to its citizens. The ridership of CTP is comprised of the elderly, disabled, low income, and rural general public residents of our county. All destinations are located within the County of Cumberland.

# 1.2e. - SERVICE DESIGN

- DEMAND RESPONSE
- PROVIDE 95% ON-TIME SERVICES
- PROMOTE THE CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES
  - ENHANCE QUALITY OF LIFE FOR CUMBERLAND COUNTY RESIDENTS

# 1.2f. - FUNDING SOURCES

Type of Service	Days of week	Times	Fare (if applicable)
5310 (Transportation for	Monday thru Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
Elderly Persons and Persons			
with Disabilities)			
EDTAP	Monday thru Friday	05:00 AM – 08:00 PM	NO FARE
EMPLOYMENT	Monday thru Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
RGP	Monday thru Friday	05:00 AM – 08:00 PM	\$2.50 PER TRIP
AAA MEDICAL	Monday thru Friday	05:00 AM – 08:00 PM	NO FARE
AAA GENERAL	Monday thru Friday	05:00 AM – 08:00 PM	NO FARE

#### **1.2g. - VEHICLES AND FACILITIES**

The Cumberland Community Transportation Program provides demand response transportation services to all eligible Cumberland County residents. Our services are provided by direct purchase of service from a transportation provider. Vehicles can be inspected at the facilities listed below.

427 Gillespie Street (Famiks Transport, Inc.) Fayetteville, NC 28301

2500 Raeford Rd, Suite 200 (B & W Transporting, Inc.) Fayetteville, NC 28301

# 2. PREPARATION

#### 2.1 Overview

While safety addresses the day-to-day issues of transporting passengers in the community safely and without accident, security deals with the entire transit system and the potential for threats against it. Security also includes Cumberland Community Transportation Program as part of the larger community and the response within the community to environmental hazards, criminal or terrorist acts, or natural disaster.

The Cumberland Community Transportation Program Threat and Vulnerability Assessment provides a framework by which to analyze the likelihood of hazards and threats damaging critical assets. Included in this assessment are:

- Historical analysis
- Physical surveys
- Expert evaluation
- Scenario analysis

The Threat and Vulnerability Assessment offers Cumberland Community Transportation Program the ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

- 1. Which assets can we least afford to lose?
- 2. What is our responsibility to protect these assets?
- 3. Where do we assume total liability for risk and where do we transfer risk to others, such as local public responders, technical specialists, insurance companies, and the state and Federal government?

# 2.2 Hazard and Threat Assessment

# 2.2a. – CRITICAL ASSETS – IDENTIFYING THE IMPORTANT ELEMENTS OF OUR ORGANIZATION REQUIRING PROTECTION

# Overview

In security terms, Cumberland Community Transportation Program's assets are broadly defined as:

- **People** Passengers, employees, visitors, contractors, vendors, community members, and others who come into contact with the system
- Information Employee and customer information, computer network configurations and passwords, ridership, revenue and service statistics, operating and maintenance procedures, vehicle identification systems
- **Property** Revenue vehicles, non-revenue vehicles, storage facilities, passenger facilities, maintenance facilities and equipment, administrative offices, computer systems and communications equipment

Assets are critical when their loss either endangers human life or impacts the Cumberland Community Transportation Program's ability to maintain service. In reviewing assets, the transportation system has prioritized which among them has the greatest consequences for the ability of the system to sustain service. These critical assets may require higher or special protection.

# Asset Analysis

In identifying and analyzing critical assets for the entire system, under the full range of operational conditions, a simple process called "asset criticality valuation" has been performed by Cumberland Community Transportation Program. This process helped Cumberland Community Transportation Program management to prioritize the allocation of limited resources for protecting the most vital elements of its operation. In this asset analysis Cumberland Community Transportation Program considered the following:

- Criticality to mission
- Asset replacement cost
- Severity of impact on public health and safety
- Impact on other assets including intangibles such as public trust and employee morale

For those assets that are mission-critical, steps are taken for risk **avoidance** (i.e. stop the activity altogether), risk **retention** (e.g. accept the risk but take steps to reduce the likelihood or impact of an incident) and risk **transference** (e.g. have someone else, like an insurer, assume the risk).

# 2.2b. - THREAT AND VULNERABILITY ANALYSIS

A threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations, or denial of services. Cumberland Community Transportation Program threats include accidents and incidents, hazardous materials, fires, acts of nature, or any event that could be perpetrated by criminals, disgruntled employees, or terrorists.

Threat analysis defines the level or degree of the threats by evaluating the probability and impact of the threat. The process involves gathering historical data about threatening events and evaluating which information is relevant in assessing the threats against Cumberland Community Transportation Program. Some of the questions answered in our threat analysis include.

- How safe are vehicles and equipment?
- How secure is the transportation facility?
- What event(s) or act(s) of nature has a reasonable probability of occurring?
- Have similar-sized agencies been targets of criminal or terrorist acts in the past?
- How significant would the impacts be?

A vulnerability is anything that can make an agency more susceptible to a threat. This includes vulnerabilities in safety/security procedures and practices involving transit facilities, transit equipment and transit staff. Vulnerability analysis identifies specific weaknesses to threat that must be mitigated.

### **Threat and Vulnerability Identification**

The primary method used by Cumberland Community Transportation Program to identify the threats to the transit system and the vulnerabilities of the system is the collection of historical data and incident reports submitted by drivers and supervisors and information provided by federal and state agencies and local law enforcement.

Information resources include but are not limited to the following:

- Operator incident reports
- Risk management reports
- Bus maintenance reports
- Marketing surveys
- Passengers' letters and telephone calls
- Management's written concerns
- Staff meeting notes
- Statistical reports
- Special requests
- Historical data
- Information from public safety officials

Cumberland Community Transportation Program reviews safety/security information resources and determines if additional methods should be used to identify system threats and vulnerabilities. This includes a formal evaluation program to ensure that safety/security procedures are maintained and that safety/security systems

are operable. Safety/security testing and inspections may be conducted to assess the vulnerability of the transit system. Testing and inspection includes the following three-phase approach:

- 1. Equipment preparedness
- 2. Employee proficiency
- 3. System effectiveness

# Scenario Analysis

Scenario analysis is brainstorming by transportation personnel, emergency responders, and contractors to identify threats to the system and to assess vulnerability to those threats. By matching threats to critical assets, Cumberland Community Transportation Program identifies the capabilities required to counteract vulnerabilities. This activity promotes awareness and enables staff to more effectively recognize, prevent, and mitigate the consequences of threats.

For each scenario, the Cumberland Community Transportation Program has attempted to identify the potential impacts of probable threats using a standard risk analysis protocol in which threats are segmented by probability from low to high and severity of impact from modest to catastrophic.

Scenario-based analysis is not an exact science but rather an illustrative tool demonstrating potential consequences associated with low-probability to high-impact events. To determine the actual need for additional countermeasures, and to provide the rationale for allocating resources to these countermeasures, the Cumberland Community Transportation Program uses the scenario approach to pinpoint the vulnerable elements of the critical assets and make evaluations concerning the adequacy of current levels of protection.

At the conclusion of the scenario-based analysis, the Cumberland Community Transportation Program assembled a list of prioritized vulnerabilities for its top critical assets. These vulnerabilities are divided into the following categories:

- lack of planning;
- lack of coordination with local emergency responders;
- lack of training and exercising; and
- lack of physical security

Based on the results of the scenario analysis, the Cumberland Community Transportation Program identified countermeasures to reduce vulnerabilities.

# 2.2 c. - IDENTIFIED POTENTIAL TRANSIT SYSTEM THREATS

Cumberland Community Transportation Program is committed to focusing on organizational emergency planning activities and preparing its transit staff to react to any potential threatening event. Cumberland Community

Transportation Program understands that threat reaction planning and preparation is a dynamic and ongoing process which requires constant attention and organizational energy. It is essential to identify each potential threat that a transit system could face, evaluate those threats in terms of their potential impact on transit system assets and to analyze transit system vulnerability to those threats. The Cumberland Community Transportation Program has done such a Threat and Vulnerability Assessment for the following potential threats:

#### ACCIDENTS AND INCIDENTS

# Transit vehicle accidents

Can be defined as collisions with other vehicles, objects or persons with the potential for damage to people and/or property and the possibility of lawsuits and/or criminal charges.

### Transit passenger incidents

Involve passenger falls, injuries relating to lift and securement operation, injuries before boarding or after alighting and passenger illnesses

### Employee accidents and incidents

Include injuries within the office, on official travel, while maintaining the equipment, and on-premises, but not while operating a vehicle for public transport. Such accidents/incidents create the possibility for loss of workforce, lawsuits and worker's compensation claims.

#### ACTS OF NATURE

#### Floods

Are caused by heavy rain, storm surge, rapid snowmelt, ice jams, dam breaks or levee failures and can result in loss of life damage to facilities, danger to vehicles on roadways and loss of power and communications. Such events could require use of transit system assets for evacuation purposes.

#### Winter weather

Snow and ice storms can cause power failures, make roads dangerous or impassable, cause sidewalk hazards, and affect the ability to deliver transit service.

#### Tornado/hurricane

High winds have the potential to cause flying debris, down trees and/or power lines, make roadways impassable or dangerous, damage facilities or vehicles and threaten the safety of passengers and employees. Such events could require use of transit system assets for evacuation purposes.

#### Thunderstorms

May trigger flash flooding, be accompanied by strong winds, hail or lightening, can possibly cause power or communication system outages, damage facilities and equipment and make roads dangerous or impassable.

## Wildfire

Whether natural or human-caused, are particularly dangerous in drought conditions, can reduce visibility, impair air quality, and have the potential to damage facilities, equipment and make roadways impassable. Such an event could require use of transit system assets for evacuation purposes.

## Earthquake

Has the potential to cause extensive damage to buildings, water systems power systems, communications systems roads, bridges and other transportation infrastructure. Such events often overwhelm first responder resources. In coastal areas, tsunamis, or tidal waves, are a hazard following major earthquakes and underwater tectonic activity. A transit system's assets could be used for evacuation purposes after damage assessment.

## Landslide/Avalanche

Has the potential to close roadways, damage vehicles and facilities and injure employees and passengers.

## Dust storm

Usually arrives suddenly in the form of an advancing wall of dust and debris which may be miles long and several thousand feet high, and usually last only a few minutes. Blinding, choking dust can quickly reduce visibility, causing accidents. While dust storms may last only a few minutes, they tend to strike with little warning.

## **CRITICAL INFRASTRUCTURE**

## Power outages

Whether short or long in duration, can impact overall ability to operate transit services and limit functional nature of transit equipment and facilities.

## Computer crashes/cyber attacks

Cause loss of critical data and negatively impact the ability to schedule and dispatch services.

## Communication system failure

Can have serious effects on the ability to deliver service and keep employees out of harm's way.

## Supply chain interruption

Transit service is dependent upon a continuous supply of fuel, lubricants, tires, spare parts, tools, etc. Interruption of material supplies due to weather conditions, roadway closures, acts of terrorism, acts of war, or loss of supplier facilities can limit your ability to maintain service

Vehicle fires

Cause transit employee and passenger injuries and death and damage or loss of transit equipment and have the potential for lawsuits.

#### Facility loss

Loss of administrative, maintenance, or operations facilities– whether caused by structural collapse, presence of toxic materials, violation of municipal codes, or significant events on neighboring properties – can hamper the ability to sustain service

#### Structural Fire

Whether natural or human-caused, can threaten employees and customers and damage facilities and equipment. Such an event could require use of transit vehicles for temporary shelter, or for evacuation purposes,

#### Staff shortage

Caused by labor disputes, poor human resource management, or regional employee shortages. Can have immediate impacts on ability to deliver service, and longer-term impacts on facility and equipment resources.

#### Employee malfeasance

Illegal and illicit behavior by agency employees, particularly when in uniform or on duty, can seriously damage intangible assets such as organizational image and employee morale.

#### HAZARDOUS MATERIALS.

#### Blood borne pathogens

Exposure can put drivers, passengers, maintenance employees and bus cleaners at risk of contracting disease.

#### Toxic material spills

Toxic materials fall into four basic categories: blister agents such as solvents; cardio-pulmonary agents such as chlorine gas; biological agents such as anthrax; and nerve agents such as Sarin. While some of these materials may be agents of terrorist acts, accidental release is also possible. Additionally, low-level exposure to maintenance related chemicals and vehicle fluids can pose a risk to employee and environmental health.

#### Radiological emergencies

Could include accidental release of radioactivity from power plants or from materials being transported through the service area by truck or train. Have the potential to cause danger to human life or the need for use of transit system assets for evacuation purposes.

#### Fuel related events

Include accidental release of natural gas and petroleum, rupture of pipelines, and fire and explosion involving alternative fuel use. Dangers include risk of human life, damage to facilities and vehicles, and events that may require use of transit system assets for evacuation purposes.

#### **CRIMINAL ACTIVITY**

#### Trespassing

Penetration of organizational security system can increase vulnerability to criminal mischief, theft, workplace violence, and terrorist attack

## Vandalism/Criminal mischief

Includes graffiti, slashing, loitering, or other such events that damage buses, bus stops, shelters, transit facilities and/or organizational image.

#### Theft and burglary

Includes loss of assets due to break-in to facilities and into vehicles as well as employee theft, and can threaten information assets, property assets, and organizational image.

#### Workplace violence

Includes assaults by employees on employees, passengers on passengers, and passengers on employees including menacing, battery, sexual assault, and murder.

#### Commandeered vehicle

The taking of a transit vehicle to perpetrate a crime and the taking of hostages as a negotiating tool. Puts the lives of transit employees and passengers at risk.

#### TERRORISM

Dangerous mail

Chemical, biological, radiological and explosive devices delivered through the mail put the lives of transit employees and occupants of transit facilities at risk, and have the potential for damage of facilities and equipment.

#### Suicide bombers

Internationally, transit systems have been common terrorist targets. American transit systems are not immune. The major inherent vulnerabilities of transit are that transit systems by design are open and accessible, have predictable routines/schedules, and may have access to secure facilities and a wide variety of sites, all of which make transit an attractive target.

#### Improvised Explosive Devices (IED)

Activities could involve the use of conventional weapons and improvised explosive devices or bombs on transit vehicles, within transit facilities or within the environment of the transit service area, putting the lives of transit employees, passengers and community members at risk. Such events could require the use of transit vehicles in evacuation activities.

## Weapons of mass destruction

Use of chemical, biological or radiological weapons could cause massive loss of life involving everyone in the community and lead to the destruction of transit vehicles and facilities, as well as require the use of transit vehicles for evacuation purposes.

## 2.3 Communicating about Risk: Transit Threat Alert System

The Federal Transit Administration has developed a transit *Threat Condition Model* that parallels that of the Department of Homeland Security. The FTA model progresses from green through red to indicate threat levels from low to severe. It also includes purple designating disaster recovery. This model, along with its recommended protective measures, has been adapted for use by Cumberland Community Transportation Program.

## 2.4 Emergency Planning

## 2.4a. – INTERNAL CONTACT INFORMATION

Cumberland Community Transportation Program maintains accurate and up-to-date internal contact information on key staff and board members required to respond to safety and security emergencies.

## 2.4b. – EXTERNAL CONTACT INFORMATION

Cumberland Community Transportation Program maintains accurate and up-to-date external contact information on key community emergency management personnel and first responders to be notified in the case of safety and security emergencies.

## 2.4 c – EMERGENCY RESPONSE TEAM ROSTER

Cumberland Community Transportation Program maintains an accurate and up-to-date roster that includes contact information of the transit incident management team in advance of any incident. This team is based on the Incident Command System (ICS) discussed in Chapter 4 and includes representation from each area of the organization.

## 2.4 d – PHONE TREES

Cumberland Community Transportation Program maintains an accurate and up-to-date call tree with staff names and phone numbers. The call tree enables everyone in the organization to be contacted quickly, with each staff member having to make no more than a couple of calls. Details on *use* of the call list are included in Chapter 4 –

Response. Quarterly exercises using the phone tree should be run so that all members of the team are familiar with its use and application.

## 2.4 c. – DELEGATION OF AUTHORITY

Cumberland Community Transportation Program has a plan to ensure continuity of management throughout any emergency incident. The succession plan provides for automatic delegation of authority in cases where:

- The Emergency Response Coordinator (ERC) or other agency incident response personnel are no longer able to perform incident-related duties due to injury, illness or exhaustion/rest and recuperation.
- A member of the incident response team is temporarily unable to perform incident-related duties due to loss of radio or phone service.
- Regular members of the agency incident response team are unavailable due to travel (e.g., vacation, professional development, etc.)

The succession plan designates the next most senior leader required to manage temporary duties normally assigned to higher-level personnel.

## 2.5 <u>Coordinating with Stakeholders</u>

Cumberland Community Transportation Program is committed to proactively coordinate with local emergency management, law enforcement and other first responders in preparing for an integrated response to emergencies and security related events. Toward this end Cumberland Community Transportation Program meets on a regular basis with local emergency management staff, local law enforcement and other first responders, and reviews local and transit agency emergency plans to ensure that transit is integrated into these plans and is prepared to play its defined role in any emergency.

## 2.5 a. – COORDINATION WITH EMERGENCY MANAGEMENT

Effective emergency response does not happen by accident. It is the result of planning, training, exercising, and intra/interagency cooperation, coordination and communication. Integration into the local community's emergency planning process is central to the success of the Cumberland Community Transportation Program SECURITY PLAN and to the preparedness of the system. Cumberland Community Transportation Program coordinates with local community emergency management to fulfill all SECURITY PLAN functions including threat mitigation, consequence management planning, exercising and training, and post-incident analysis.

In this SECURITY PLAN, Cumberland Community Transportation Program has defined its internal processes for identifying safety and security events, mitigating consequences and managing or assisting in incident response.

## 2.5 b. – COORDINATION WITH FIRST RESPONDERS

## Law Enforcement

Cumberland Community Transportation Program management regularly works with the local and state law enforcement to improve security and emergency/incident preparedness and response capabilities. These activities include:

- Maintaining regular communications with law enforcement
- Meeting at least once a year to ensure transit issues are understood by law enforcement
- Developing an emergency contact list for dispatchers
- Communicating regularly on optimal incident reporting methods that will offer law enforcement all the information they need
- Participating in cooperative emergency preparedness training programs
- Establishing appropriate methods of communication for continuous coordination during an emergency
- Establishing procedures for supplying the unique types of emergency service that may be required in particular emergency situations

## Fire

Cumberland Community Transportation Program works with the local fire departments on a regular basis to support improved security and emergency/incident preparedness and response. This includes the following activities:

- Maintaining regular communications with fire services
- Establishing the level of service (e.g., equipment and personnel) to be delivered in response to various types of emergencies
- Specifying in advance the level of notification, command and control, and degree of responsibility that will apply on site
- Establishing appropriate methods of communication, and developing procedures for continuous coordination and transfer of command
- Providing training for fire department personnel to familiarize them with transit vehicles and equipment, including wheel chair lifts and access/egress procedures
- Conducting periodic drills in cooperation with the fire department
- Scheduling a meeting at least annually to ensure transit issues (e.g., evacuation of transit vehicles, considerations for persons with disabilities) are understood by fire officials
- Identifying any special tools and equipment the firefighters might need to address transit emergencies (particularly items that they would not normally possess) by inviting firefighters to visit the agency annually, and walking them through transit vehicles and facilities
- Reviewing current fire-related plans and policies
- Ensuring fire annunciation and evacuation procedures are part of the standard procedures and training for operators

## **Emergency Medical Services**

Cumberland Community Transportation Program works with the local emergency medical services including hospitals on a regular basis to support improved medical response. Preparations include the following activities:

- Maintaining regular communications with EMS
- Scheduling a meeting on transit property or at the offices of EMS at least annually to ensure transit issues are understood by the organization
- Establishing appropriate EMS unit jurisdictions
- Establishing the level of service (equipment, personnel, etc.) to be delivered in response to various types and degrees of emergencies
- Establishing appropriate methods of communication for continuous coordination during a response
- Familiarizing EMS personnel with transit vehicles and facilities
- Conducting periodic drills in conjunction with EMS personnel

## **Training of First Responders on Transit Equipment**

Cumberland Community Transportation Program holds annual training with local first responders to improve familiarity with transit fleet, facilities and operations. Key areas covered include:

- Vehicle and facility entry windows, doors and hatches
- Hazardous materials
- Facility escape routes and safety zones
- Equipment shutdown
- Emergency dump valves
- Battery cut-off switches
- Appropriate zones to breach transit vehicles in event of an incident
- Communications compatibility

## 2.6 Exercises and Drills

In crisis management as in sports, the transit agency plays the way it practices. That is why Cumberland Community Transportation Program is committed to testing their emergency preparedness plans through disaster drills and exercises.

Cumberland Community Transportation Program is committed to participating in community emergency response exercises. This commitment requires the transportation system and community public response agencies to plan and conduct increasingly challenging exercises over a period of time. Implementation of such a

program allows the collective community to achieve and maintain competency in executing the transportation component of local emergency response plans.

There are five major types of exercises that comprise this program, each with a different purpose and requirement. Each step is progressively more sophisticated in nature and will be undertaken in a step-by-step and long-term implementation plan that is integrated into overall community response.

- 1. Basic awareness training to familiarize participants with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities
- 2. Operational training to familiarize front-line staff with roles, plans, procedures, and resolve questions of coordination and assignment of responsibilities.
- 3. Tabletop exercises that simulate emergency situations in an informal, low stress environment. It is designed to elicit discussion as participants examine and resolve problems based on existing crisis management plans and practical working experience.
- 4. Drills that test, develop or maintain skills in a single response procedure (e.g., communications, notification, lockdown, evacuation procedures, etc.). Drills can be handled within the organization, or coordinated with partner agencies, depending upon the drill objective(s). Drills help prepare players for more complex exercises in which several functions are simultaneously coordinated and tested.
- 5. Functional exercises are full-scale simulated incidents that tests one or more functions in a time-pressured realistic situation that focuses on policies, procedures, roles and responsibilities. It includes the mobilization of emergency personnel and the resources appropriate to the scale of the mock incident. Functional exercises measure the operational capability of emergency response management systems in an interactive manner resembling a real emergency as closely as possible.

## 3. PREVENTION

## 3.1 Overview

Cumberland Community Transportation Program follows the guidelines provided by the Federal Transit Administration's (FTA) description of Core Elements addressing *Model Bus Safety Programs* in our internal focus on safety and the FTA's *Public Transportation System Security and Emergency Preparedness Planning Guide* in our internal focus on security.

## 3.2 Risk Reduction

The Cumberland Community Transportation Program reviews current methods of threat and vulnerability resolution and establish procedures to 1) eliminate; 2) mitigate; 3) transfer, and/or 4) accept specific risks. Prioritization of safety/security remediation measures are based on risk analysis and a course of action acceptable by Cumberland Community Transportation Program management.

**Risk reduction/elimination** implies changes to equipment, facilities, training or operational implementation in order to no longer be exposed to the hazard (e.g. moving maintenance facility out of the floodplain). **Risk control/mitigation** implies changes in policies or procedures that reduce the likelihood of an event, or reduce its impact on critical assets (e.g. defensive driver training**). Risk transference** implies that the risk exposure is borne by someone else (e.g. hazard and liability insurance).

## 3.2a. - STRATEGIES TO MINIMIZE RISK

Protocol that Cumberland Community Transportation Program employs to reduce vulnerability to unknown hazards and threats includes:

- Involving staff in the identification of hazards and threats
- Involving staff in creating strategies that prevent or mitigate unwanted incidents
- Providing training that raises staff awareness, across all departments, about agency-specific hazards and threats
- Using tabletop exercises to establish, assess and improve emergency response protocols
- Conducting Drills that raise staff proficiency in reacting to unwanted incidents, including proper use of emergency equipment and communication technologies
- Participating in exercises that improve coordination across departments and between responding agencies for any sort of critical incident

## **3.2b. - EMERGENCY OPERATIONS POLICIES**

## **Checking Weather and Other Hazardous Conditions**

Cumberland Community Transportation Program has in place Operations Policies that address responding to emergencies. Particular attention is given to the following issues:

At Cumberland Community Transportation Program, management is responsible for checking weather and other reports to ensure it is safe to send vehicles on the road. This designated individual checks this information before each shift and at appropriate intervals, especially if severe weather is expected. Drivers performing their routes continuously assess road conditions, evaluating weather, construction, accidents, and other situations to ensure it is safe to proceed. Every effort is made to avoid sending drivers on routes if it is unsafe to do so. However, if a condition arises requiring a driver to abort a route, the dispatcher will contact the driver (or the driver will alert the dispatcher), and the dispatcher will provide instructions on how to proceed.

Cumberland Community Transportation Program uses information provided from our Emergency Management Team which comes from the National Weather Service warnings, forecasts, and advisories available at <u>www.weather.gov</u>, and weather radios monitored at the Emergency Management Department. They provide our managers and dispatch site with real-time information on the following conditions:

- Hazardous weather outlooks
- Special weather statements
- Winter storm watches
- Winter storm warnings
- Snow and blowing snow advisories
- Winter weather advisories
- Heavy freezing spray warnings
- Dense fog warnings
- Fire weather forecasts

- High wind warnings
- High wind watches
- Wind advisories
- Gale warnings
- Tornado watches and warnings
- Hurricanes
- Flood warnings
- Flood statements
- Coastal flood statements

Cumberland Community Transportation Program also maintains a dispatcher log, a narrative description of what occurs during each shift. This enables the other dispatcher with what needs to be tracked, problem areas of concern, or what is going right and wrong.

## Aborting or Changing Route Due to a Hazard

To the extent possible, Cumberland Community Transportation Program avoids sending vehicles out in conditions that might pose a hazard. It is the responsibility of the management to check weather and other relevant conditions at the beginning of a shift, and on an ongoing basis, to safeguard the wellbeing of passengers, employees, and others. If a hazard is encountered that causes it to be unsafe to continue on a route, agency policy is as follows:

- If the hazard is noted by the driver, he/she must call the dispatcher, describe the situation, and await further instruction.
- If the hazard is noted by staff other than the driver (e.g., the dispatcher becomes aware that a tornado is approaching), the dispatcher will contact the driver and provide direction.

Direction may be as follows:

- To abort the route, and drive the passengers to the nearest emergency drop point (see policy on emergency drop points)
- To abort the route and return to the agency (particularly if there are no passengers on the vehicle)
- To drop off some or all passengers at the next stops and to then abort the route, following the instructions of the dispatcher (returning to the agency or using an emergency drop point)

With most hazards or emergencies, it is the primary policy of Cumberland Community Transportation Program that the driver, first, communicates with the dispatcher, describes the situation, and awaits instruction. The exception to this is in the case of an immediate life threatening situation when the driver acts first, then communicates. Policies are in place for a range of situations.

## 3.2c. – TRANSIT FACILITY SAFETY AND SECURITY REVIEW

Cumberland Community Transportation Program assesses on an ongoing basis the system's physical and procedural security systems and exposures. Findings from past and current threat and vulnerability assessments are of particular significance.

The conditions affecting facility security change constantly. Employees come and go, a facility's contents and layout may change, various threats wax and wane, and operations may vary. Even such mundane changes as significant growth of bushes or trees around a facility's exterior may affect security by shielding the view of potential intruders. Cumberland Community Transportation Program reviews our security measures periodically, as well as whenever facilities or other conditions change significantly. Cumberland Community Transportation Program also does the following:

- updates risk assessments and site surveys;
- reviews the level of employee and contractor compliance with security procedures;
- considers whether those procedures need modification; and
- Establishes ongoing testing and maintenance of security systems including access control, intrusion detection and video surveillance.

Special attention is given by Cumberland Community Transportation Program to:

- developing and refining security plans
- encouraging personnel to maintain heightened awareness of suspicious activity
- providing special attention to perimeter security and access control
- maintaining a proactive effort of facility visitor access and control
- verifying the identify of service and delivery personnel
- heightening security measures involving buses and other vehicles
- securing access to utilities, boiler rooms and other facility maintenance operations
- examining and enhancing physical security measures related to outside access to HVAC (heating, ventilation and air conditioning) systems and utility controls (electrical, gas, water, phone)
- securing chemical and cleaning product storage areas and maintaining appropriate records of such items
- conducting status checks of emergency communication mechanisms
- implementing information security programs including web site access to sensitive information
- identifying high risk facilities, organizations and potential targets in the community surrounding the transit facility
- using ID badges for all employees for security purposes
- considering using cameras to monitor facilities and/or transit vehicles
- ensuring adequate lighting for the facility grounds
- considering placing fencing or similar barrier around perimeter of facility and storage areas
- developing, reviewing, refining and testing crisis preparedness procedures

## **Bus Stop Locations**

Cumberland Community Transportation Program provides door to door transportation services. Bust stop locations are the sole responsibility of the FAST system which operates within the city limits.

## 3.2d. - OSHA REQUIREMENTS

Cumberland Community Transportation Program periodically inspects its facilities and staff working conditions in order to ensure that the agency is compliant with all applicable OSHA requirements.

## **3.2e. – ALTERNATE BUSINESS LOCATIONS**

Cumberland Community Transportation Program has established plans for alternate facilities, equipment, personnel, and other resources necessary to maintaining service during crisis, or to resume service as quickly as possible following disaster.

Emergency Relocation Site Information					
Address	300 Maiden Lane, Fayetteville, NC 28301				
Phone Number	910-483-7727				
<b>Relocation Site Official</b>	Cotina Jones (Interim Director)				
Directions	Start out going north on Gillespie Street toward Otis F. Jones				
	Pkwy. Enter next roundabout and take 2 <sup>nd</sup> exit onto Green Street. Turn				
	left onto Maiden Lane. 300 Maiden Lane is on the right.				
Secondary Location	103 Laketree Blvd, Spring Lake, NC 28390				
	910-321-6435 Site Official: Cotina Jones (Interim Director)				
	Directions: To go 103 Laketree Blvd in Spring Lake, go north on Gillespie				
	Street toward Otis F. Jones Pkwy. Enter next roundabout and take 2 <sup>nd</sup>				
	exit onto Green Street. Turn left onto NC-24/ NC-210/ Rowan				
	Street. Turn slight right onto ramp. Stay straight to go onto NC-24/ NC-				
	87/ N Bragg Blvd. Turn left onto Laketree Blvd. 103 Laketree Blvd is on				
	the left.				

## **Emergency Drop Points**

Emergency drop points are pre-designated safe locations that are used by drivers to drop off passengers whenever instructed to do so by the dispatcher or the designated backup. In the event of an emergency, the dispatcher ensures that the driver has been contacted and given instructions as to where to drop off passengers, and the estimated time to drop off.

Decisions on selection of drop points are based on the following:

- All points must be manned
- Geographic distribution
- Physical safety of drop points
- Prioritization of passenger needs based on critical factors (i.e., medical needs of persons in the area, environmental conditions, etc.)
- Availability of on-site personnel to address passenger needs

Pre-existing agreements are in place for all drop points and the list of drop points is maintained by Cumberland Community Transportation Program and reviewed on a quarterly basis.

## **3.2f. – COMPUTER SECURITY**

Computer backups of key financial, personnel, dispatching, and other information are performed regularly. These backups are stored in a fireproof and secured location. Computer backups and duplicate hard copies of important documents are kept off-site in a secured location with a rotation schedule that is updated daily so that at no time are all copies on property at the same time.

## **3.2g. – VEHICLE INSPECTION**

## Driver's Vehicle Checklist

Cumberland Community Transportation Program drivers complete a vehicle pre-trip inspection checklist when putting a vehicle into service. This pre-trips inspection includes:

- Inspection of the vehicle's required safety equipment
- Inspection of the interior of the vehicle to detect unauthorized objects or tampering
- Inspection of the interior lights to make sure they are operational and have not been tampered with
- Inspection under the vehicle to detect items taped or attached to the frame
- Inspection of the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Following established policy governing suspicious packages, devices, or substances to determine if an unattended item or an unknown substance found during inspection is potentially dangerous
- Immediately notifying a supervisor in the case of a potentially suspicious packages(s) or evidence of tampering. Do not start or move the vehicle or use electronic means of communication.

Periodically throughout the driver's shift, the above inspections are conducted.

## Mechanic's Vehicle Checklist

Cumberland Community Transportation Program mechanics or contracted mechanics make the following security checks before releasing a vehicle for revenue service:

- Ensures that required safety equipment is on vehicle
- Inspects the interior of the vehicle for unknown objects or tampering
- Inspects the interior lights to make sure they are operational and have not been tampered with
- Inspects under the vehicle for items taped or attached to the frame
- Inspects the exterior of the vehicle for unusual scratches or marks made by tools; signs of tampering; unusually clean or dirty compartments; or items attached using magnets or duct tape
- Inspects the gas cap for signs of tampering or unusual items
- Inspects the engine compartment and other areas to detect foreign objects or false compartments in the air filter area or the cold oil filter. Also look for additional wires running to or from the battery compartment, and take note of unusually clean components and devices
- Inspects the fuel and air tanks to detect inconsistent and missing connections

Note: If the mechanic finds an unattended item or an unknown substance while conducting the inspection, the policy on suspicious packages, devices, or substances to determine whether the package is potentially dangerous is followed, and a supervisor is immediately notified.

## 3.2 h. - VEHICLE MAINTENANCE

Cumberland Community Transportation Program provides proper maintenance of vehicles and equipment critical to the continued safe operation of the transit system. Unsafe vehicles present unnecessary hazards to the driver, passengers and other vehicles on the road. Basic vehicle maintenance practices regularly address safety-related vehicle equipment to ensure that no unsafe vehicles are dispatched for service. Safety-related vehicle equipment includes:

- Service brakes and parking brake
- Tires, wheels, and rims
- Steering mechanism
- Vehicle suspension
- Mirrors and other rear vision devices (e.g., video monitors)
- Lighting and reflectors or reflective markings
- Wheelchair lifts

Most safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service. Cumberland Community Transportation Program has an established formal plan to address the maintenance requirements of our vehicles and equipment. The vehicle maintenance program addresses the following categories:

Daily servicing needs – This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc.), vehicle cleanliness, pre- and post-trip inspections and maintenance of operational records and procedures.

- Periodic inspection These activities are scheduled to provide maintenance personnel an opportunity to detect and repair damage or wear conditions before major repairs are necessary. Inspection items include suspension elements, leaks, belts, electrical connections, tire wear, and any noticeable problems.
- Interval related maintenance This focus is to identify wear, alignment, or deterioration problems of parts or fluids. Replacement intervals of these items are determined through transit agency experience and manufacturer recommendations.
- Failure maintenance Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unsafe or unable to continue operation, the vehicle is usually removed from service and returned to the garage for repair.

When possible, Cumberland Community Transportation Program vehicles are stored in a secured and welllighted location.

## 3.2 i. – VEHICLE READINESS

It is the policy of Cumberland Community Transportation Program to maintain fully stocked first aid kits, biohazard cleanup packs, fire suppression equipment, vehicle emergency equipment, and emergency instructions in all vehicles. Battery operated equipment batteries will be replaced semi-annually. The assigned driver inspects the vehicle daily for the following emergency supplies and documents the results on the pre-trip inspection sheet. In addition, when a mechanic places a vehicle back in service, he/she ensures the required safety equipment is on the vehicle. The required safety equipment includes:

First Aid Kit	Bio-hazard Kit
Fire Extinguisher	<b>Reflective Triangles</b>
Seat Belt Cutter	Flashlight

## 3.2 j. – OPERATOR SELECTION

Operator selection is critical to Cumberland Community Transportation Program safe transit operations. The driver of a Cumberland Community Transportation Program transit bus is directly responsible for the safety of his or her passengers and other drivers that share the road with the transit vehicle. The driver selection criterion addresses specific, safety-related items.

- Licensing The driver is properly licensed, and the license is appropriate for the type of vehicle the driver is assigned. Licensing also considers local jurisdiction requirements.
- Driving record The driver has an acceptable past driving record over a reasonable period of time. The driving record demonstrates an ability to follow traffic rules and regulations and thus avoid accidents.

- Physical requirements The driver is physically able to perform the functions associated with the assignment. These factors include good eyesight with true color perception, good hearing, physical strength and dexterity to assist disabled passengers (especially in demand responsive/para-transit assignments), or other factors that may be unique to the service area and/or specific driving assignments.
- Background checks Cumberland Community Transportation Program does background checks on all employees to protect against hiring personnel with a history of aberrant behavior.

## **DRIVER/EMPLOYEE SELECTION**

## **Driver/Employee Selection Element:**

Fair hiring practices are used to select employees. Each potential employee will complete a written application. The Contracted Owner and/or supervisor shall interview each potential employee.

**NOTE:** The following positions have been identified as safety sensitive:

• Driver

## INITIAL HIRE PROCEDURES AND MINIMUM QUALIFICATIONS FOR DRIVERS

## Background

In an effort to ensure that the most competent and safe drivers are employed by the Cumberland County Community Transportation Program the following eligibility requirements must be met by each prospective/current employee seeking/holding a position as a driver of a transit vehicle.

## QUALIFICATIONS

## **Advertising of Positions**

All driver positions must be advertised.

Application

Each potential employee shall complete a written application.

## Interviews

The owner of the contracted transportation company shall interview each potential employee.

## Age

Drivers shall be at least twenty-one (21) years of age.

## **Knowledge of English**

Drivers shall be able to read, write and speak the English language.

## **Driver Requirements**

Drivers transporting people shall hold a valid NC Driver's License or Commercial Driver's License as appropriate. In order to be considered for employment all potential employees must provide a printout of the Bureau of Motor Vehicle (DMV) report issued within the past ten (10) days. In no case will an individual be given a road test, placed in training or allowed to operate an agency vehicle without a DMV check that is in compliance with this policy and has been approved by the Transportation Coordinator/Accountable Executive.

The criteria include:

- Good driving record with no Driving While Intoxicated (DWI), Driving Under the Influence (DUI) or similar charges, reckless driving, railroad crossing violations or leaving the scene of an accident offenses.
- No positive drug or alcohol test results within the last two years.
- No moving violations or at-fault accidents within the last three years.
- No suspended or revoked licenses within the past five (5) years for moving violations or violations of criminal laws.
- Any combination of violations, unfavorable road observations or accidents that indicates a pattern of unsafe vehicle operation behavior, whether on or off the job.
- Minimum of three (3) years driving experience.
- Ability to perform simple math.
- Reasonable knowledge of the service area and ability to read basic maps.
- A road test given by the owner of the contracted transportation company is required.

## **Operating Skills**

Drivers shall have experience in safely driving some type of motor vehicle (including private automobile) for no less than three (3) years, including experience throughout the four seasons.

## Criminal Record Checks

An original criminal record check, issued within the past 10 days, shall be obtained as part of the application process. Persons with felony convictions of any sort are unacceptable. Other unacceptable convictions include crimes of violence, drug usage or sales, physical abuse, fraud or theft. A pattern of unlawful behavior shall also disqualify an applicant.

#### PROCEDURES FOR SELECTING A SAFE DRIVER

When hiring vehicle operators, be sure to have the driver candidates undergo the following:

- A pre-employment driving test (Ride Check)
- A pre-employment physical exam
- A background investigation
- Submission of driving record
- Pre-employment drug testing
- Basic training in driver skills
- Defensive driving skills training
- ADA Requirement Training
- Blood borne Pathogens Training
- Emergency Procedure Training
- Illegal Drug Use

## 3.2 k. - DRUG AND ALCOHOL POLICIES

A critical element of Cumberland Community Transportation Program's commitment to safe operations is ensuring that our employees are not impaired due to the use of alcohol, illegal drugs, prescription drugs or over-the-counter medication.

Cumberland Community Transportation Program follows the requirements set forth under 49 CFR Part 655 and 49 CFR Part 40 Amended as mandated by the FTA. The bottom line is protection of the riding public and transit employees, and all efforts are geared toward this end. The Cumberland Community Transportation Program drug and alcohol program includes specific policies, procedures and responsibilities, or references the appropriate master document containing that information.

## 3.3 Training and Development

## 3.3 a. – VEHICLE OPERATOR/DRIVER TRAINING

## **Driver Training**

Once qualified candidates are identified and hired, Cumberland Community Transportation Program provides initial and ongoing refresher training critical to ensure proper operations and adherence to the transit providers' rules and regulations. Cumberland Community Transportation Program understands that proper qualification of operating and maintenance personnel is a vital part of a safe transit environment. Driver training addresses specific safety-related issues appropriate to the type of vehicle and driving assignment. Special consideration is also given to crisis management concerns such as fire and evacuation.

- **Traffic Regulations** Training addresses state and local traffic rules and regulations, traffic signs and signals, and proper vehicle operations (including proper use of hand signals).
- Defensive Driving and Accident Prevention Training stresses defensive driving principles, collision prevention, and concepts of preventable accidents as a measure of defensive driving success.

Cumberland Community Transportation Program drivers are taught to always drive defensively. This means driving to avoid and prevent accidents. It means driving with the vehicle under control at all times, within the applicable speed limits, or less if driving conditions so indicate, and anticipating possible unsafe actions of other drivers. Special attention is given in the Cumberland Community Transportation Program safety plan to hazardous conditions. These hazardous conditions include but are not limited to:

Winter driving	Fog
Rainstorms/thunderstorms	Flash flooding
Tornadoes	Skids
Intersections	Following distance
Backing	Passing
Lane changes and turns	Pedestrians, bicycles and motorcycles
Railroad crossings	Rollovers
Expressways	Traffic congestion

- Vehicle Orientation and Inspection Training focuses on the type of vehicle that will be used in service. Significant differences can exist among different bus models and among different manufacturers, and equipment may have characteristics that are unique to the service environment.
- Behind-the-wheel Training Training includes all core driving maneuvers for the type of vehicle in service, including the difficulties in backing maneuvers that can lead to accidents, stopping distance requirements, and equipment-specific functions such as door opening and closing procedures for passenger boarding and alighting.

- Passenger Sensitivity and Assistance Training Training covers topics ranging from general customer service techniques to elderly and disabled sensitivity to technical skills in lift and securement. The following subjects are included in the training:
  - Understanding passenger needs
  - Understanding disabilities
  - Americans with Disabilities Act (ADA)
  - Communicating with passengers
  - Sensitivity to passenger needs
  - Mobility devices
  - Lifting and body mechanics
  - Providing assistance to passengers
  - Wheelchair management/wheelchair management
  - Lift and ramp operations
  - Emergency procedures

## **Radio Usage**

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all Cumberland Community Transportation Program employees are familiar with two-way radio operations. Basic procedures are as follows:

- Staff using the two-way radio will follow the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.
- All transmissions will be as brief as possible.
- All base stations and vehicle units shall be tuned to the appropriate assigned frequency at all times.
- Staff will initiate communications by first stating who they are calling, and then who is making the call. At the
  completion of the transmission both parties will indicate that the transmission is completed by stating their
  call sign and "clear".
- Except in the event of an emergency, all staff will listen for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions will not be interrupted unless it is an emergency.
- When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.
- In the event of an emergency, establish communications on the primary frequency and immediately shift to the secondary frequency. State the nature of the emergency and what assistance is required. To ensure appropriate help arrives promptly, staff will transmit the following items as soon as possible:
  - Who they are and their location, in detail,
  - What assistance they need,
  - How many passengers they have and the nature of their condition(s),
  - Staff not involved with the emergency will stay off the radio; communications will be between Dispatch and the unit requesting assistance.

 After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

**Crisis Management Training** – Training covers emergencies the driver may face while out on the bus. Topics of this training range from breakdowns to accidents to fire/evacuation to handling violent perpetrators. The following subjects are included in the training:

- Accidents
- Ill and injured passengers
- Lift operations
- Fire safety
- Vehicle evacuation
- Blood borne pathogens (bodily fluid spill containment and clean up)
- Handling conflict
- Basic crisis management steps
- Transit security
- Securing the vehicle

## First Aid

Cumberland Community Transportation Program provides basic First Aid training to drivers, including triage procedures, focusing on:

- Clearing air passages
- Controlling bleeding
- Blood borne pathogen protection
- Handling shock victims
- Reacting to seizures

## 3.3 b. - TRAINING OF OTHER PERSONNEL

At a minimum, Cumberland Community Transportation Program includes the as part of the training curriculum for agency personnel not directly involved in revenue service:

## Maintenance

- Mechanic Skill Development
- Defensive Driving
- CPR/First Aid/Triage
- Incident response protocols

## **Scheduling and Dispatching**

Scheduling and Dispatching Skill development

- Customer Relations
- Radio Usage
- Crisis Management
- Incident response protocols

## **Management and Supervision**

- Leadership Skills
- Coaching, Counseling and Discipline
- Crisis Management
- Accident Investigation
- Crime scene Preservation and evidence collection requirements

## 3.3 c. – TRAINING DOCUMENTATION

The Cumberland Community Transportation Program maintains complete and accurate records of all driver training and certification, as well as the training materials and grading mechanism. Drivers are required to demonstrate skill and performance competency in the type of vehicle to which they are assigned as a part of training requirements. Because training transit operations personnel is not a onetime activity Cumberland Community Transportation Program provides ongoing/recurring training necessary to reinforce policies and procedures as well as to provide a mechanism to brief drivers on new policies, procedures and/or regulations.

## 3.4 Security Awareness

## 3.4a. – TRANSIT WATCH

The Cumberland Community Transportation Program supports Transit Watch and prepares all its employees to help promote safety and security within the community, region and nation.

Transit Watch was developed by the Federal Transit Administration (FTA) and encourages transit employees, transit riders and community members to be aware of their surroundings and alert to activities, packages or situations that seem suspicious. If something out of the ordinary and potentially dangerous is observed, it is to be reported immediately to the proper transit supervisor who may investigate and/or notify law enforcement authorities.

## 3.4 b. – SUSPICIOUS ITEMS, VEHICLES, PEOPLE AND ACTIVITIES

Cumberland Community Transportation Program understands that it has a role to play in being a part of the eyes, ears and liability of the community and a part of the community's first line of defense. Therefore, it is vigilant and is committed to train and encourage all employees to be on the lookout for any suspicious people, activities, vehicles, packages or substances. Because Cumberland Community Transportation Program employees know their operating environment, know what is usual and unusual, they are taught to trust their gut reactions and

report anything unusual, out of place or suspicious to dispatch/management who will then immediately pass this information on to the appropriate authorities.

All Cumberland Community Transportation Program employees are "On the Look Out" for and report to the transit agency the following:

## Suspicious Items

Public transportation systems deal with items left unattended in stations and on vehicles all the time. These unattended packages impose a tremendous burden on security. Although unattended packages are rarely linked to explosive devices, they all represent a potential threat and need to be examined systematically. If an unattended package is not deemed suspicious, it will be treated as lost property and handled according to agency protocol.

Cumberland Community Transportation Program trains employees to identify items, packages and devices as suspicious if they meet any of the following criteria:

- Common objects in unusual locations
- Uncommon objects in common locations
- A threatening message is attached
- Unusual wires or batteries are visible
- Stains, leaks or powdery residue are evident
- Sealed with excessive amounts of tape or string
- Lopsided or lumpy in appearance
- Tanks, bottles or bags are visible
- A clock or timer is attached
- A strange odor, cloud, mist, vapor or sound emanates from it
- Addressed with cut and paste lettering and/or common words misspelled
- Have excessive postage attached
- Abandoned by someone who quickly leaves the scene
- No one in the immediate area claims it as theirs
- An active attempt has been made to hide it (i.e. Placed in an out-of-the-way locations)

Once an item, package or device is determined to be suspicious

- the item is not touched or moved
- the area or vehicle is immediately evacuated uphill and upwind
- Radio and cell phones should not be used within 300 feet of the suspicious package
- system management is notified, and
- Appropriate action is taken (i.e., notifying of bomb analysis team).

## **Suspicious Vehicles**

Cumberland Community Transportation Program understands that vehicles (cars, trucks, boats, bikes) are frequently used in criminal or terrorist attacks. Therefore, agency employees are trained to be alert to suspicious vehicles in and around their work environment. Employees are told to report vehicles to system management and authorities when they notice any of the following:

- Show signs of forced entry
- Have altered or makeshift company insignia or license plates
- Are located in an unauthorized area or near a potentially catastrophic target
- Contain unusual equipment which could be used in a violent act
- Appear to be overloaded and/or have bulging tires or sagging frames
- Emit unusual odors, leaks or residues

## **Suspicious People and Activities**

Cumberland Community Transportation Program teaches its employees to be aware of suspicious people and activities. Employees are taught to focus on behaviors and not on a person's color, nationality, ethnicity or religion. The key concern in determining what is suspicious is always based on 1) where someone is, 2) when he or she is there, and 3) what he or she is doing. Employees are encouraged to trust their judgment based on their experience in and around the community, and the transit system, and that it normally is a combination of factors taking place that will accurately identify a suspicious person or act.

Specific actions that are of concern and may meet the threshold of reporting as suspicious include people appearing to be:

- gathering intelligence
- running security tests
- attempting infiltration
- conducting a dry run/drill
- deploying assets

Employees are taught by Cumberland Community Transportation Program to determine if a behavior is suspicious based on the following categories:

- attitude of the person
- apparel and accessories
- body language (e.g. reaction to uniformed presence)
- actions in and around crowds

## 3.5 Safety Data Acquisition/Analysis Procedures

To Cumberland Community Transportation Program, understanding safety data is an important step toward allocating finite resources to implement safety program elements. Data on safety-related events such as

- passenger injuries or claims
- passenger complaints
- employee injuries
- accidents
- incidents
- EOL's (End-of-Life: useful life; vehicle replacement)
- turnarounds
- bus stops
- shelters

## SECURITY PLAN-KEY CONTROL

Is used to determine trends in system operations. The ultimate goal is to identify and mitigate hazards before they cause accidents, thus boosting system performance and delivery of service to the riding public.



This is our contractors key checkout and turn in process which includes a log book.

## **EXAMINATION TO DETERMINE PHYSICAL CONDITION OF DRIVER**

Last Na	ame First		MI	Signature					
Street A	Address			DOB (mor	nth/day/year	r)		Age	
City	State		Zip Co	de	Social Se	curity Numb	er	Date	
			HEA	ALTH HIS	TORY				
	Head or Spine Injury Seizures or Fainting Severe Injury or Illness Cardiovascular Disease T.B. Syphilis	Yes	No 	Gonorrhea Diabetes GI Ulcer Nervous S Rheumati Asthma	Stomach	Yes □ □ □ □	No 		
	Kidney Disease Muscular Disease Any Disease Permanent Defect Psychiatric Disorder Other Nervous Disorder	Yes	No 						
answer is YE	CS, explain:								
				ical Exan					
eneral Appea	arance:	bd	□ Fa	ir C	] Poor				

## NOTE: Visual acuity of at least 20/40 required in each eye with field of vision of 70° horizontal meridian in each eye

Vision:

## **AUTHORIZATION AND CONSENT FOR RELEASE OF INFORMATION**

This release and authorization acknowledges that	may now, or at any time
while I am employed, contact personal references, conduct a verification of my ed	ucation and
licenses/certification, employment/work history, motor vehicle records, and achieve	ve any criminal history record
information pertaining to me which may be in the files of any Federal, State, or Lo	cal criminal justice agency, and
to verify any other information deemed necessary to fulfill the job requirements.	

I do hereby agree to release and discharge \_\_\_\_\_\_\_. and their associates to the full extent permitted by the law from any claims, damages, losses, liabilities, costs and expenses or any other charge or complaint filed with any agency arising from the retrieving and reporting of information.

Last Name:	First:	Middle:
All Other Names Used:		
Data of Pirth: / /		Dago: Soy:
		Race:Sex:
Driver's License #		State:Exp. Date:// Driver's
Phone #		
Previous Addresses for the		
Signature		

Date

# PRE/POST-TRIP INSPECTION WORKSHEET

Date:	Vehicle:				
Mileage: Maintenance Due I	Date: Wheelchair Lift Cycles:				
UNDERHOOD	SAFETY EQUIPMENT				
Oil level	□ Fire extinguisher				
□ Oil addedquarts	🗆 Web cutter				
Radiator level	□ Triangles				
Battery level	First Aid Kit				
Windshield washer fluid level	Back-up alarm				
Engine/hoses/belts	🗆 Rear door buzzer (LTV only)				
	Blood borne Pathogen Kit				
EXTERIOR	INTERIOR				
Tires	Brakes				
Turn signals	□ Steering				
□ Headlights	Transmission				
□ Tail/brakes lights					
Windshield wipers	□ Gauge/instruments				
Fresh body damage	Controls (equipment)				
Cleanliness	🗆 Radio (two-way)				
□ Cycle lift (light oil every 2 wks.)	□ Damage/cleanliness				
ACCESSIBILITY EQUIPMENT					
Fully operable wheelchair lift	Wheelchair lift ramp				
□ Proper number of belts/securement devices	Belts/securement devices in good condition				
Notes:					
Operator Name & Signature:					
Management Comments:					
Management Signature:					

## **MAINTENANCE REPAIR REQUEST FORM**

VAN #_	MILEAGE
	Air Conditioner:
	Belts & Hoses:
	Brakes:
	Battery:
	Oil Change (Last Oil Change Mileage):
	Lights:
	Wheelchair Lift:
	Radiator:
	Transmission:
	Tires:
	Other:
Driver	Date in Garage
Date _	Date out of Garage

# Vehicles Operated by Contractor or Services Outsourced

## **PREVENTATIVE MAINTENANCE**

Preventive maintenance is a term used to describe the performance of regularly scheduled maintenance

procedures of	vehicles to prevent the possibility of
•	- ' ' '

malfunctions.

[NAME OF CONTRACTOR] will maintain all

vehicles and wheelchair lifts in the best possible operational condition. This will be accomplished by adhering to and/or exceeding the manufacturer's recommended minimum maintenance requirements.

## MAINTENANCE SCHEDULE

Each	vehicle is assigned a number by the Public
Transportation Director, which is affixed to each vehicle in a vis	ible location along with the phone number of the
office	

Preventative Vehicle Maintenance Schedule

All vehicles will have a preventative maintenance service and inspection at established intervals. (See

attachment 1, Vehicle Preventative Maintenance Service Schedule)

Wheel Chairlift Preventative Maintenance Schedule

All wheelchair lifts will	have a preventative maintenance	service and inspec	ction at established interval	s. (See
attachment 2, Wheeld	hair Lift Preventative Maintenance	Service Schedule	)	

Unscheduled Vehicle Maintenance

First Transit will ensure all maintenance is performed to meet manufacturer's specification. (See attachment 3, Vehicle/Wheelchair Lift Maintenance Request)

## EMPLOYEE TRAINING RECORD

## NAME:

Training	Date	Driver Initial	Supervisor Initial
Orientation:		Initial	
Substance Abuse Policy			
Performance Evaluation Policy			
Employee Conduct Policy			
Trip logs			
Pre/Post-Trip Inspection logs			
Procedures Review			
Backing			
Railroad Crossing			
Brake Failure			
En Route			
Assisting Passengers			
Night Time Driving			
Elderly Passengers			
W/C Boarding			
W/C Lift and Securement			
<b>Emergency Equipment Training</b>			
Fire Extinguisher			
Bloodborne Pathogens Kit			
Emergency Triangle			
CPR/First Aid			
Webcutter			
Training:			
Defensive Driving			
American Disabilities Act			
Bloodborne Pathogens			
Emergency Procedures			
Illegal Drug Use			
First Aid	1		
CPR	1		
Ride Checks:			

Employee's Signature:

Director's Signature:

#### Date of Evaluation: Driver's Name: Evaluator's Name/Position: Passenger Reception 1. Confirms identity/destination of passenger 2. □ Present at entry door while boarding □ Greets passenger in a friendly manner 3. □ Uses proper assistance techniques 4. 5. □ Assists passengers to and from the vehicle door if needed $\Box$ Stops proper distance from curb 6. 7. $\Box$ Avoids use of AM/FM radio 8. Uses correct ADA language at all times Vehicle Condition □ Daily pre-trip inspection complete/documented 1. □ Web cutter and emergency triangles are available 2. □ Registration and insurance card in vehicle 3. 4. $\Box$ Driver's license/logs with driver 5. $\Box$ Vehicle exterior clean 6. $\Box$ Vehicle interior clean 7. Dashboard/windshield area clear of all objects 8. $\Box$ Tie downs properly employed 9. $\Box$ Tie downs clean/ stowed in box 10. $\Box$ Seat belts in good working condition 12. First Aid/Bloodborne pathogen kit available in vehicle 13. Flash light working (if applicable) 14. $\Box$ Communications system operable 15. □ Child seat used/stowed properly 16. Daily defect report filled out 17. □ Lift operational check 18. $\Box$ Keeps logs up to date Performance While Enroute 1. $\Box$ Driver uses correct posture when driving $\Box$ Both hands on steering wheel 2. 3. □ Appropriate uniform/footwear 4. $\Box$ Driver and passengers use seatbelts 5. Driver gets out of vehicle and looks before backing □ Adjust mirrors before moving vehicle 6.

## **RIDE CHECK: DRIVER EVALUATION**

7.  $\Box$  Signals entry into traffic every time

- 9. Telegraphs use of brake or flashers when stopping
- 10.  $\Box$  Squares corners when turning
- 11. 
  Moves at appropriate speeds for current road conditions
- 12. 
  Maintains following distance safety zone (4 seconds)
- 13.  $\Box$  Uses proper caution at intersections
- 14. 
  Anticipates stale green lights (slows down)
- 15. □ Seats passengers properly
- 16.  $\Box$  Stops at all railroad crossings
- 17.  $\Box$  Comes to a complete stop, leaving private property
- 18. Uses proper lane changing procedure
- 19.  $\Box$  Stops behind line or plane at intersections
- 20.  $\Box$  Observes proper communication procedures
- 21.  $\Box$  Uses turn signals properly
- 22.  $\Box$  Maintains order in vehicle
- 23.  $\Box$  Maintains scheduled stops and pick-ups
- 24.  $\Box$  Avoids unauthorized stops
- 25. □ Uses four second distance rule, adds seconds to following distance when driving conditions change (keep safety cushion)

## Passenger Discharge

- 1. Uses parking brake when de-boarding passengers
- 2.  $\Box$  Stops proper distance from curb
- 3. Assist passengers off vehicle (when needed or when passengers request help)
- 4. 
  □ Renders adequate assistance to MOBILITY DEVICE passengers

- 7.  $\Box$  Follows passenger's instruction for assistance when needed

Comments\_\_\_\_

Course of Action (required/taken)		
Driver's Signature	Date	
Evaluator Signature	Date	
Driver's Comments		

## **RIDE CHECK DRIVER PERFORMANCE EVALUATION EXPLANATION**

## **PASSENGER RECEPTION**

## The Driver...

- 1. Asks the name of the passenger and the destination before boarding, unless the passenger is a subscription rider.
- 2. Is available at the door to assist the passenger on or off the vehicle (if needed).
- 3. Acts courteously, offers help by asking, "may I help" or "how may I help you?"
- 4. Follows guidance from the passenger, if help is needed.
- 5. Uses the passenger's instructions to assist in boarding and exiting the vehicle, if needed.
- 6. Stops the vehicle six (6) inches or four (4) feet from curb to keep passengers from falling off the vehicle as they

load and unload. (This depends on the stopping or parking situation.)

- 7. Uses AM or FM radio only when passengers are not aboard, then only for the news and weather forecast.
- 8. Uses correct language under ADA guidelines.

## VEHICLE CONDITION

## The Driver...

1. Performs a pre-trip inspection and completely fills out the pre-trip inspection form before starting the first run of the day.

- 2. Ensure registration and insurance cards are current and available.
- 3. Has driver license in possession and current route logs on person at all times.
- 4. Vehicle is clean on exterior.
- 5. Vehicle is kept clean inside at all times.
- 6. Nothing is on the dashboard, rear view mirror, or sun visors that could create a hazardous situation.
- 7. Safely attaches tie down straps into floor tracks, and use the four-point tie down on MOBILITY DEVICEs.
- 8. Removes tie downs from floor after each use. Stores tie down straps in their proper place.
- 9. Seat belts/tie down straps are not tangled, missing or broken.
- 10. Checks fire extinguisher for serviceability and expiration date.
- 11. Checks the first aid and Bloodborne Pathogen Kits regularly and re-supplies when needed.
- 12. Ensures web cutter and emergency triangles are available.
- 13. Checks batteries daily to make sure flashlight is usable.
- 14. Tests the two-way radio and/or other communication device for operability.
- 15. Child seats are placed in vehicle properly.
- 16. Fills out daily defect report correctly.
- 17. Keeps logs up to date as trip is completed for each passenger.

## Performance Enroute

## The Driver...

Does not slouch in the seat while driving. Arms are not on or out of the window

## frame.

1.

- 2. Both hands are on the steering wheel at the 9 and 3 or the 10 and 2 position. Gets the big picture.
- 3. Clothing should be appropriate for job.
- 4. Uses seat belt correctly and requires correct use of seat belt for all passengers.
- 5. Gets out and looks behind vehicle, for obstacles, before backing.
- 6. Adjusts mirrors before leaving base (for safety and visibility). Keeps eyes moving.

Uses signals for all maneuvers in traffic. Leaves an out.

7. Does not jerk the vehicle when stopping and starting. Uses the brakes without stomping or slamming (stops vehicle smoothly).

- 8. Presses the brakes slightly to warn tailgaters to slow down or uses flashers when coming to a quick stop.
- 9. Does not whip around corners. Slows down to 2 to 5 miles per hour when turning corners. Positions vehicle for

proper safe turns. (Squares the corner.)

10. Does not travel too slow or too fast for conditions on the road or for the posted speed limit.

11. Does not enter intersection without proper caution, uses the four second rule. Keeps safety cushion under control.

- 12. Slows down when green light has been green for sometime at a distance.
- 13. Checks mirrors, looks over shoulder, signals, moves into passing lane,
- signals and returns to proper lane. Leaves (himself/herself) an out.
- 14. Signals at proper distance for an intended turn. Cancels signal when maneuver is completed.
- 15. Does not allow profanity or misbehavior in the vehicle.
- 16. Keeps on schedule safely but does not jeopardize safety for schedule.
- 17. Only transports passenger on route schedule. No unauthorized passengers or stops.
- 18. Maintains a safe distance when following some one in all weather conditions.
- 19. Stops at railroad crossings.

## PASSENGER DISCHARGE:

## The Driver...

- 1. Uses parking brake when loading or unloading passengers.
- 2. Stops the vehicle 6 inches to 4 feet from curb to discharge passengers. Assists passenger off vehicle.
- 3. Assists all passengers as required.
- 4. Advises dispatcher of absence from vehicle and advises dispatcher of return to vehicle.

5. Does not leave elderly and disabled passengers unattended. Makes sure they are in the hands of caretakers or inside their homes/destinations before driver leaves the property (case by case judgments).

# CONTINUITY OF OPERATIONS PLAN

February 8, 2024

## FOREWORD

Local Communities have an ethical responsibility to ensure the safety of their community. They also have a legal obligation to operate in a prudent and efficient manner, even during an impending threat or following a disaster.

This continuity of operations (COOP) plan provides guidance for the Cumberland Community Transportation Program to perform its essential functions as part of a COOP capability.

Recommended changes to this document may be addressed, at any time, to the Cumberland Community Transportation Program, Lashonda Cherry-Crawford, Accountable Executive 910-678-7624, 130 Gillespie Street, Fayetteville, NC 28301

Lashonda Cherry-Crawford, Accountable Executive

## Introduction

The Cumberland Community Transportation Program COOP Plan

#### Purpose

This continuity of operations (COOP) plan for the Cumberland Community Transportation Program, hereinafter called Community, presents a management framework, establishes operational procedures to sustain essential functions, and guides the restoration of full functions if normal operations in one or more of the Community's locations are not feasible.

This plan was prepared in accordance with Department of Homeland Security (DHS) Headquarters Continuity of Operations (COOP) Guidance Document, dated April 2004, which provides a structure for formulating a COOP plan; Presidential Decision Directive–67, "Ensuring Constitutional Government and Continuity of Government Operations," which requires all Federal departments and agencies to have a viable COOP capability; and State of North Carolina requires all local communities to prepare for emergencies and disasters.

This document focuses on the basic COOP elements: essential functions, critical systems, alternative facilities, orders of succession, delegations of authority, and vital records. Development of procedures that address the basic COOP elements and work in concert with business continuity and disaster recovery plans allows for uninterrupted delivery of the Community's essential functions.

This document applies to the full spectrum of threats and emergencies that may affect the Community. Specifically, this COOP plan is based on an event scenario that disrupts the Community's essential functions. In this scenario, the Community location is closed for normal business activities. The most likely causes of such disruption are severe winter storms (i.e., ice or snow), widespread utility failure, multiple explosions, civil disturbance, or credible threats of actions that would preclude access to or use of Community facilities. Under this scenario, Community offices relocate staff and resources to a remote facility identified as the Emergency Relocation Site (ERS).

#### **Essential functions**

This COOP plan is based on the Community's essential functions. It serves as an operational guide to facilitate the relocation of Community staff to an ERS and the backup of critical systems and vital records so that essential functions may continue. The level and manner of support needed to continue essential functions is dependent on the nature of an event. This plan describes the processes and procedures needed to support continuation of essential functions identified in the following table.

Priority	Department	Essential Functions	
1	Planning & Inspection	Building Inspections	
2	Planning & Inspection	Permit Issuance	
3	3 Planning & Inspection Damage Assessment		
4	Planning & Inspection	Review of Diagrams	
5	Planning & Inspection	FAMPO	
6	Planning & Inspection	Community Transportation	
7			
8			
9			

A specific Community department oversees each essential function listed above, which, in turn, is supported by specific critical systems and/or vital records. Therefore, to maintain an operational status, the Community must support the required department (staff), critical systems, and vital records at the ERS.

#### **Authorities and References**

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed in Annex A.

## **Concept of Operations**

A COOP plan must be maintained at a high level of preparedness and be ready to be implemented without significant warning. It should be implemented fully no later than 12 hours after activation and provide guidance to sustain operations for up to 30-days. The broad objective of this COOP plan is to provide for the safety and well-being of Community employees. In addition, this plan will facilitate the execution of the Community's essential functions during any crisis or emergency in which one or more Community locations are threatened or not accessible. Specific Community COOP Plan objectives include the following:

- Enable staff to perform essential functions to prepare for and respond to the full spectrum of possible threats or emergencies including terrorism, technological catastrophes, natural or manmade disasters, and other crises.
- Identify key principals and supporting staff who will relocate.
- Ensure that the Emergency Relocation Site (ERS) can support Emergency Relocation Group (ERG) operations.
- Protect and maintain vital records and critical systems.

An emergency, such as an explosion, fire, or hazardous materials incident, may require the evacuation of one or more Community locations with little or no advance notice. Building evacuation, if required, is accomplished via implementation of Occupant Emergency Plans for each location. <u>This COOP Plan</u> <u>is not an evacuation plan</u>, rather it provides for a deliberate and preplanned movement of selected principals and supporting staff to the ERS.

Following an incident so severe that one or more Community locations are rendered unusable, or if such an event appears imminent, the Chief Municipal Officer instructs the Emergency Management Director or Senior COOP Official to activate the Community COOP Plan. The Emergency Management Director or Senior COOP Official deploys the appropriate members of the ERG.

## **Phase I: Activation and Relocation**

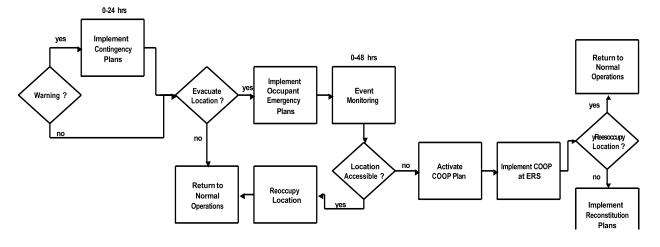
The extent to which orderly alert and notification is possible depends on the amount of warning received, whether personnel are on duty at Community locations or off duty at home or elsewhere, and, possibly, the extent of risk for Community personnel or locations.

#### **Decision Process**

Execution of this COOP plan focuses on continuing the Community's essential functions via the relocation of select personnel, ERS operations, and critical systems recovery. This COOP plan may be executed in several phases that are delimited by the time from warning dissemination and the activities being performed. Depicted below is the Community's decision process.

Any disaster, whether natural, manmade, or technological, that adversely affects the Community's ability to perform essential functions, requires activation of this plan.

#### Alert, Notification, and Implementation Process



Community staff will be contacted with alert and notification information using the following contact lists.

- Rawls Howard, Planning & Inspections Director 910-678-7618
- David Moon, Planning & Inspections Deputy Director 910-678-7606
- Gene Booth, Director Emergency Services 910-678-7641
- Community Emergency Telephone Contacts 910-483-7727 or 910-321-6435
- FEMA Regional Office Contact Information
- Eastern Branch Office NC Emergency Management 800-858-0368 24 Hour Line
- NC State Emergency Operations Center 919-733-3300 24 Hour Line

**Note:** Information and guidance for Community members is normally relayed by network messages, e-mail, or phone using existing emergency calling plans. All members of the Emergency Relocation Group (ERG) will be notified initially by phone; however, other Community staff members will be notified via network alerts and/or public address announcements, as appropriate. Based on the situation, current information may also available via announcements released to and made by local radio and TV stations.

Employees should listen for specific instructions and specifically for the words "Emergency Personnel." All Community employees should remain either at their office or at home until specific guidance is received.

#### Leadership

#### **Orders of Succession**

In the event of a vacancy in the position of, Lashonda Cherry-Crawford, Accountable Executive, or the absence of the incumbent in this position, another individual serving in an acting capacity shall temporarily assume the duties of the position.

- Hank Graham Successor #1
- Rawls Howard Successor #2

## **Delegation of Authority**

The Community and its Accountable Executive/Chief Municipal Officer are charged with maintaining a comprehensive State -wide program of Cumberland Community Transportation Program COOP Plan. This is carried out through execution of the following tasks:

• The Cumberland County Planning and Inspections Department provides services to County departments including planning, inspections, reviews of projects, and Transportation Services. The Planning and Inspections Department has identified successors for the positions of Director and Deputy Director. Planning and Inspections Department Director and Deputy Director are responsible for ensuring Orders of Succession are up to date. When changes occur, Director and Deputy Director immediately distribute the changes as they occur to Building Inspections, Permit Issuance, Damage Assessment, Review of Diagrams, FAMPO and Community Transportation, to include County Management authorities, potential successors, affected staff, and others, by paper and electronic distribution.

Delegations of authority from the position of Accountable Executive/Chief Municipal Officer are established to ensure the ability of Community staff members to perform essential functions while remaining a viable part of the organization. Persons in the following positions, listed in order of precedence, are assigned continuity of operations responsibilities by the Chief Municipal Officer:

- Rawls Howard, Planning & Inspections Director
- David Moon, Planning & Inspections Deputy Director

## **Emergency Response Group**

Personnel with select knowledge, skills, and abilities are required to perform the tasks associated with the Community's essential functions. The following personnel are identified as critical members of the ERG.

Emergency Personnel			
Office/Division	Position	Duties	Number
Office A	Gene Booth	Direction and Control	1
	Emergency Services		
Office B	Rawls Howard	Direction and Control	2
	Planning & Inspections Director		

#### Execution

Departure of ERG Advance Team:

The Community Chief Municipal Officer, or other person with delegated authority, directs the Emergency Management Director or Senior COOP Official to begin the movement of the ERG.

- The Senior COOP Official notifies the Relocation Site Support Official that the ERG has departed.
- ERG members depart with their flyaway kits.
- The Senior COOP Official notifies other Community offices outside the affected area and clients, as appropriate, that the activation of the COOP Plan is in progress.

#### Departure of Non-ERG Agency Personnel:

At the time of an emergency notification, and in the absence of guidance to the contrary, non-ERG personnel present at each affected Community location are directed to go home to await further instructions.

Transition of Responsibilities to the Deployed ERG:

- Following arrival at the ERS, the Community Chief Municipal Officer, or designee, orders the cessation of operations at the affected Community location(s).
- The Senior COOP Official notifies other offices outside the affected area that Community operations have shifted to the ERS.
- The Senior COOP Official notifies Community clients that operations have shifted to the ERS.
- As appropriate, the Senior COOP Official, or designated representative, notifies vendors and other service providers that Community operations have been relocated temporarily and provides direction to either continue or temporarily suspend provision of service.

## **Phase II: Alternate Facility Operations**

Alternative facilities (i.e., ERSs) must be capable of supporting operations in a threat-free environment in the event that essential functions and supporting staff are relocated to the site. A relocation site must have sufficient space and equipment to sustain operations for a period of up to 30-days. An ERS must also have the appropriate physical security and access controls.

The Senior COOP Official, or designated alternate, conducts semiannual reviews of the space allocations with each ERS Support Official to ensure the adequacy of space and other resources.

#### **Mission Critical Systems**

In general, the telecommunication and information system support provided at Community locations is available independently at the ERS. It is imperative that the Senior COOP Official ensures that unique or critical information system requirements are considered in planning and, if appropriate, identified as capabilities to be provided by support organizations at the ERS. Community offices shall maintain all necessary and up-to-date files, computer software, and databases required to carry out essential functions.

System Name	Current Location	Other Locations
Munis	IT Department	
TripMaker	IT Department	NCDOT ITRE
Internet	IT Department	

#### Vital Files, Records, and Databases

One's COOP Plan responsibilities is to comply with the U.S. National Archives and Records Administration Code of Regulations, Subchapter B – Records Management, to ensure the protection and continuous availability of vital records. Vital records are documents, references, and records, regardless of media type, that are needed to support essential functions under the full spectrum of emergencies and disasters.

All vital records must be protected from damage or destruction. Community vital records are stored in a properly equipped, environmentally controlled facility that is secure but also accessible when needed for records retrieval. The Senior COOP Official is to make certain that databases and other references supporting the essential functions of the Community are prepositioned at each ERS, carried with deploying personnel, or available through a backup process. Over time, vital records become outdated and require updating through a process called cycling. Inclusion of cycling procedures in the Vital Records Management Program ensures that vital records are current and accurate when needed.

Vital File, Record, or Database	Form of Record (e.g., hardcopy, electronic)	Pre-positioned at Alternate Facility	Hand Carried to Alternate Facility	Backed up at Third Location
Munis	Electronic	Maiden Lane		Laketree Blvd
TripMaker	Electronic	Maiden Lane		Laketree Blvd

#### Phase III: Reconstitution

Within hours of relocating to the ERS, the Senior COOP Official, with the approval of Federal, State, and local law enforcement and emergency services, initiates operations to salvage, restore, and recover the Community location(s). These reconstitution efforts generally begin when the Chief Municipal Officer, or other authorized person, ascertains, in coordination with Federal, State, and local authorities that the emergency situation has ended and is unlikely to recur. However, once the appropriate Community official determines that the emergency has ended; immediate reconstitution may not be practical. Depending on the situation, one of the following options should be considered for implementation:

- Continue to operate from the ERS.
- Begin an orderly return to Community locations and reconstitute from remaining Community offices or other resources
- Begin to establish a reconstituted Community in some other facility or telework.

#### **COOP Planning Responsibilities**

Chief Municipal Officer

- Provides overall policy direction, guidance, and objectives for COOP planning.
- Provides policy direction, guidance, and objectives during an incident for the implementation of the COOP Plan.
- Consults with and advises appropriate officials during implementation of the COOP Plan.

• Serves as the principal Community representative to external parties and groups during implementation of the COOP Plan.

#### Emergency Management Director or Senior COOP Official

- Serves as the Community COOP program point of contact.
- Coordinates implementation of the COOP Plan and initiates appropriate notifications inside and outside the Community during COOP Plan implementation.
- Coordinates the COOP Training, Testing, and Exercising Program.
- Aids ERG efforts at the ERS.
- Initiates recovery of Community, as part of reconstitution.

## ERS Support Official

- Prepares site support plans to support the implementation of the COOP Plan to facilitate the smooth transition of direction and operations from the Community location(s) to the ERS.
- Provides for the proper storage of backup copies of vital records and other prepositioned items.
- Designates personnel responsible to assist the arriving ERG Advance Team.
- Maintains a current roster of designated site support staff.
- Supports periodic coordination visits by Community offices.
- Keeps the Senior COOP Official informed of site vulnerabilities or changes in site resources that may impact the effective implementation of the COOP Plan.
- Requests an annual security risk assessment of the ERS by security staff to assist in ensuring COOP relocation site readiness.
- Coordinates appropriate billeting arrangements with the ERS, if appropriate, for employees who will not commute and need to remain overnight near the ERS.
- Conducts periodic coordination visits to the ERS.
- Participates in scheduled tests, training, and exercises.

#### Department Director

- Appoints a COOP point of contact for coordination and implementation of the COOP Plan.
- Keeps the Senior COOP Official informed of any changes in the designation of the office COOP point of contact.
- Identifies essential functions to be performed when any element of the Community is relocated as part of the COOP Plan.
- Identifies those functions that can be deferred or temporarily terminated in the event the COOP Plan is implemented.
- Maintains a current roster of office personnel designated as ERG members.
- Maintains current personnel emergency notification and relocation rosters.
- Prepares backup copies or updates of vital records.
- Ensures that the time and attendance function is represented on the ERG.
- Designates personnel to assist security officials in securing office equipment and files at Community locations when implementing the COOP Plan.
- Conducts periodic tests of the office telephone notification cascade(s).

## Community Staff

• Review and understand the procedures for emergency evacuation of Community locations in the Occupant Emergency Plan.

- Review and understand responsibilities related to COOP support functions and performance of Community essential functions at a relocation site.
- Report to work to perform essential functions as detailed in this COOP plan or as requested.
- Provide current contact information to supervisors.

#### **Logistics**

#### **Alternate Location**

The Community has designated one ERS to support the ERG following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices. The ERS should be used when town hall and/or department offices. Buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

#### Interoperable Communications

The success of Community operations at the Emergency Relocation Site (ERS) depends upon the availability and redundancy of significant communication systems to support connectivity to internal organizations, other agencies, critical customers, and the public. Interoperable communication should provide a capability to correspond with the Community's essential functions, to communicate with other Federal agencies, State agencies, and local emergency support personnel, and to access other data and systems necessary to conduct all activities.

#### Test, Training, and Exercises

A changing threat environment and recent events emphasize the need for COOP capabilities that enable the Community to continue its essential functions across a broad spectrum of emergencies. Federal Preparedness Circular (FPC) 66, in accordance with FPC 65, states that testing, training, and exercising of COOP capabilities are necessary to demonstrate and improve the ability of agencies to execute their essential functions. The Community Tests, Training, and Exercises (TT&E) Program incorporates the three functional areas of testing systems and equipment, training personnel, and exercising plans and procedures.

#### Training and Exercises Program

Required training to meet the Planning and Inspections Department security and educational training guidelines are scheduled to fulfill and maintain the established criteria. A record of the training is held in the Planning and Inspections Department. Coordination with our Emergency Services Department for additional training and exercises programs are an established criteria.

#### Human Resources

Each department should continuously address the ergonomics and environmental functionality of their work areas to include floor layout, operating equipment, obstacles, entrances, and exits. The goal is to ensure ease of access both in and out of each work area in the department for employees and visitors during regular office hours and during emergency evacuations.

Plans should be developed for employees with disabilities and special needs accommodations to identify potential hazards or obstacles that would hinder their safe exit from the building during a declared emergency. When possible, all equipment needed to operate the department should be made available at an alternative work location.

Accommodations for employees with special needs should be noted in the COOP annex and Disaster Response Plans. Every attempt shall be made to ensure that the alternative work location addresses the ergonomic issues and special needs as described in the current work location above.

#### Multi-Year Strategy and Program Management

#### **Multiyear Strategy**

The Community COOP Plan Multiyear Strategy includes the objectives and key strategies for developing and maintaining a viable COOP program, including the support for short- and long-term initiatives.

#### **Program Management**

The Program Management Plan is a critical element of the Community's strategic planning activities because it documents the tactics executed to achieve the initiatives in the multiyear strategy. It describes the Community's needs, defines roles and responsibilities, and documents specific program timelines. In addition, it provides an effective program management tool for oversight, resource allocation, and progress evaluation.

#### **COOP Plan Maintenance**

To maintain viable COOP capabilities, the Community is continually engaged in a process to designate essential functions and resources, define short- and long-term COOP goals and objectives, forecast budgetary requirements, anticipate and address issues and potential obstacles, and establish planning milestones. Following is a list of standardized activities necessary to monitor the dynamic elements of the Community COOP Plan and the frequency of their occurrence.

Activity	Tasks	Frequency
Plan update and certification	Review entire plan for accuracy. Incorporate lessons learned and changes in policy and philosophy. Manage distribution.	Annually
Maintain orders of succession and delegations of authority	Identify current incumbents. Update rosters and contact information.	Semi-annually
Maintain emergency relocation site readiness	Check all systems. Verify accessibility. Cycle supplies and equipment, as necessary.	Monthly
Monitor and maintain vital records management program	Monitor volume of materials. Update/remove files.	On-going

## **Annex A: Authorities and References**

Authority, support, and justification for continuity of operations (COOP) planning are provided through the documents listed below.

#### **Federal Guidance**

*Executive Order 12148–Federal Emergency Management.* EO 12148 establishes Federal policies and coordinates civil emergency planning, management, and assistance functions. It also establishes the President's role in working with State and local governments.

**Executive Order 12472–Establishment of the National Communications System.** EO 12472 establishes the National Communication Systems as a Federal interagency group assigned national security and emergency preparedness telecommunications responsibility throughout the full spectrum of emergencies. Responsibilities include planning, developing, and implementing enhancements to the national telecommunications infrastructure to achieve measurable improvements in survivability, interoperability, and operational effectiveness under all conditions. This is accomplished by effective management and by using national telecommunication resources to support the Government during any emergency.

**Executive Order 12656–Assignment of Emergency Preparedness Responsibilities.** EO 12656 is the foundation of these mandates. It requires Federal agencies to develop plans and procedures that ensure the survival of the U.S. Constitution and American Government by enabling them to continue to provide essential functions and services during and following a disaster or emergency. Executive Order 12656 assigns national security management preparedness responsibilities to Federal departments and agencies.

**Presidential Decision Directive 63.** PDD–63 is a national-level effort to ensure the security of the increasingly vulnerable and interconnected infrastructure of the United States. It requires departments and agencies to develop a plan for protecting critical infrastructures, including telecommunications, banking and finance, energy, transportation, and other essential functions and services. The directive addresses those services provided by Federal, State, and local governments.

**Presidential Decision Directive 67.** PDD–67 directs the Federal executive branch departments and agencies to have a viable COOP Plan and capability. Departments and agencies must be able to operate at their alternative facilities with or without warning no longer than 12 hours after the disaster and to maintain sustained operations for a minimum period of up to 30-days. The plans identify those requirements necessary to support the primary functions, such as emergency communications, establishing a chain of command, and delegations of authority.

**Executive Order 13228—Establishing the Office of Homeland Security and the Homeland Security Council.** EO 13228 establishes the Office of Homeland Security in response to the terrorist attacks on September 11, 2001. Responsibilities of the office include developing and coordinating the implementation of a comprehensive national strategy to secure the United States from terrorist threats or attacks. The office shall coordinate the executive branch's efforts to detect, prepare for, prevent, protect against, respond to, and recover from terrorist attacks within the United States.

**Executive Order 13231—Critical Infrastructure Protection in the Information Age.** EO 13231 establishes a protection program that consists of continual efforts to secure information systems for critical infrastructure that includes emergency preparedness communications. To achieve this policy, there will be a senior executive branch committee to coordinate that will have cognizance over all Federal efforts and programs involving continuity of operations, continuity of government, and Federal department and agency information systems protection.

**Robert T. Stafford Disaster Relief and Emergency Assistance Act, Amended (U.S. Code Title 42 Section 5121).** This act provides for an orderly and continual means of assistance by the Federal Government to State and local governments for carrying out their responsibilities to alleviate the suffering and damage that result from disasters. 42 USC 5121 encourages the development of comprehensive disaster preparedness and assistance plans, programs, capabilities, and organizations by the States and local governments.

**U.S. National Archives & Records Administration (NARA) Code of Federal Regulations.** The NARA Code of Federal Regulations (CFR), Subchapter B, Records Management, provides guidance and prescribes policies for records management programs relating to record creation and maintenance, adequate documentation, and proper record disposition.

**Homeland Security Presidential Directive-1.** The Homeland Security Council (HSC) shall ensure coordination of all homeland security-related activities among executive departments and agencies and promote the effective development and implementation of all homeland security policies. The HSC Principals Committee (HSC/PC) shall be the senior interagency forum under the HSC for homeland security issues. The HSC Deputies Committee (HSC/DC) shall serve as the senior sub-Cabinet interagency forum for consideration of policy issues affecting homeland security. HSC Policy Coordination Committees (HSC/PCC) shall coordinate the development and implementation of homeland security policies by multiple departments and agencies throughout the Federal Government and shall coordinate those policies with State and local government.

**Homeland Security Presidential Directive–3.** The Homeland Security Advisory System provides warnings in the form of a set of graduated "Threat Conditions" that would increase as the risk of the threat increases. At each threat condition, Federal departments and agencies implement a corresponding set of "Protective Measures" to further reduce vulnerability or increase response capability during a period of heightened alert. This system is intended to create a common vocabulary, context, and structure for an ongoing national discussion about the nature of the threats that confront the homeland and the appropriate measures that should be taken in response. It seeks to inform and facilitate decisions appropriate to different levels of government and to private citizens at home and at work.

**FEMA Federal Preparedness Circular (FPC) No. 65–Federal Executive Branch Continuity of Operations (COOP).** FPC 65 provides guidance to Federal executive branch departments and agencies for developing viable and executable contingency plans for continuity of operations. COOP planning facilitates the performance of department/agency essential functions during any emergency or situation that may disrupt normal operations. FPC 65 requires that each agency appoint a senior Federal Government executive as an emergency coordinator to serve as program manager and agency point of contact for coordinating agency COOP activities. This ensures continuous performance of an agency's essential functions during an emergency and protects essential facilities, equipment, records, and other assets. The actions recommended in FPC 65 will reduce disruptions to operations and loss of life, and minimize damage and losses. It achieves a timely and orderly recovery from an emergency and resumption of full service to customers.

**Federal Preparedness Circular No. 66–Test, Training and Exercise (TT&E) Program for Continuity of Operations (COOP).** FPC 66 provides guidance to Federal executive branch departments and agencies for use in developing viable and executable TT&E programs to support the implementation and validation of COOP plans. These activities are important elements of a comprehensive emergency preparedness program necessary to improve the ability of agencies to effectively manage and execute their COOP plans.

*Federal Preparedness Circular No. 67–Acquisition of Alternate Facilities for Continuity of Operations (COOP).* FPC 67 provides guidance to Federal executive branch departments and agencies for acquiring alternative facilities to support their COOP. FPC 67 requires agencies to designate alternative operating facilities as part of their COOP plans and prepare their personnel for the possibility of sudden relocation of essential functions or COOP contingency staff to these facilities should an emergency necessitate that action.

## State Guidance

North Carolina (N.C.) General Statutes 58-9; 118-38; 143-166.1, 143-507 through 517, 153-A and 160-A N.C. General Statutes166A N.C. Executive Order 72. N.C. General Statutes 115C-242 (6) N.C. General Statutes Article 36A of Chapter 14 State of North Carolina Executive Order 43, North Carolina Emergency Response Commission (NCERC), April 7, 1987 North Carolina General Statute, Chapter 95, Article 8, The Hazardous Chemical Right-To-Know Act North Carolina Hazardous Materials Right-To-Know Law

## Annex B: Alternate Location/Facility Information

The Community has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices buildings. The ERS should be used when town hall and/or department offices buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

	Emergency Relocation Site Information
Address	300 Maiden Lane, Fayetteville, NC 28301
Phone Number	910-483-7727
Relocation Site Official	Cotina Jones (Interim Director)
Directions	Start out going north on Gillespie Street toward Otis F. Jones Pkwy. Enter next roundabout and take 2 <sup>nd</sup> exit onto Green Street. Turn left onto Maiden Lane. 300 Maiden Lane is on the right.
Secondary Location	<ul> <li>103 Laketree Blvd, Spring Lake, NC 28390</li> <li>910-321-6435 Site Official: Cotina Jones (Interim Director)</li> <li>Directions: To go 103 Laketree Blvd in Spring Lake, go north on Gillespie Street toward Otis F. Jones Pkwy. Enter next roundabout and take 2<sup>nd</sup> exit onto Green Street. Turn left onto NC-24/ NC-210/ Rowan Street. Turn slight right onto ramp. Stay straight to go onto NC-24/ NC-87/ N Bragg Blvd. Turn left onto Laketree Blvd. 103 Laketree Blvd is on the left.</li> </ul>

#### **EMERGENCY PLAN COORDINATORS:**

Building/Department	Name/Title	Phone #
CTP/Planning & Inspections	Lashonda Cherry-Crawford, Accountable Executive	910-678-7624
Emergency Services	Gene Booth, Director	910-678-7641

Coordinators are responsible for the proper inventory and maintenance of equipment. They may be contacted by employees for further information on this Plan.

## Annex C: Plan Activation and Notification

The Community has designated one primary Emergency Relocation Site (ERS) to support the Emergency Relocation Group (ERG) following an event that disables the infrastructure supporting Community activities that occur at town hall and/or department offices buildings. The ERS should be used when the headquarters and/or regional office buildings are closed for normal business activities. The relocation site has adequate space, the necessary equipment, and the connectivity to support relocating each ERG responsible for performing essential functions.

Emergency Level	Type of Events	COOP Plan Activation Authority	Notification Method
Local Emergency Level 1	Major accident on highway.	Gene Booth, ES Director Description of Trigger: Disruption of up to 12 hours, with little effect on services or impact to essential	Alert System/Everbridge No COOP activation only announcement by alert system Everbridge
Local Emergency Level 2	Computer virus, small fire, or moderate flooding	functions or critical systems Gene Booth, ES Director Disruption of up to 12 to 72 hours, with minor impact on essential functions.	Alert System/Everbridge Limited COOP activation, depending on department requirements.
Local Emergency Level 3	Power outage, heightened Homeland Security Advisory System Threat Level.	Gene Booth, ES Director Disruption to 1 or 2 essential functions or to a vital system for no more than three days.	Alert System/Everbridge May require partial COOP activation to move certain personnel to an alternate facility or location in the primary facility for less than 1 week.
Local Emergency Level 4	Snow/ice storm, hurricane, civil disturbance, major communication or power outages.	Gene Booth, ES Director Disruption to 1 or 2 essential functions or to all departments potentially lasting for more than 3 days but less than 2 weeks.	Alert System/Everbridge May require partial COOP plan activation. Orders of succession for some key personnel may be required; or movement of some personnel to an alternate location in the primary facility for more than 1 week. Personnel not supporting essential functions may be instructed not to report to work or be re-assigned to other duties.
Local Emergency Level 5	Explosion or contamination of primary facilities; major fire, flooding, earthquake, etc.	Gene Booth, ES Director Disruption to department with the potential for lasting two weeks or more.	Alert System/Everbridge COOP Plan Activation. Orders of succession initiated. May require movement of some or all essential personnel to an alternate facility for more than 2 weeks. In addition, personnel not supporting essential functions may be instructed not to report to work or be re-assigned to other duties.

## **Annex D: Definitions and Acronyms**

The following terms or phrases are found in this document.

**Advance Team.** ERG personnel who immediately deploy to the Emergency Relocation Site (ERS) upon receiving a COOP warning or activation, to initiate actions at the ERS in preparation for the arrival of the main body of Emergency Personnel. Advance Team plus Emergency Personnel constitute an ERG.

**Business Continuity Plan (BCP).** The BCP provides procedures for sustaining an organization's business functions during and after a disruption. An example of a business function may be an organization's payroll process or consumer information process. A BCP may be written for a specific business process or may address all key business processes.

**Business Recovery Plan (BRP).** The BRP addresses the restoration of business processes after an emergency, but unlike the BCP, lacks procedures to ensure continuity of critical processes throughout an emergency or disruption.

**Continuity of Operations (COOP) Plan.** An action plan that provides for the immediate continuity of essential functions of an organization at an alternative facility for up to 30-days in the event an emergency prevents occupancy of its primary facility.

**Disaster Recovery Plan (DRP).** The DRP applies to major, usually catastrophic, events that deny access to the normal facility for an extended period. Frequently, DRP refers to an IT-focused plan designed to restore operability of the target system, application, or computer facility at a relocation site after an emergency.

*Emergency Personnel.* The key principals and staff members of the ERG, responsible for the execution of essential functions. Advance Team plus Emergency Personnel constitute an ERG.

*Emergency Relocation Group (ERG).* Predesignated principals and staff who move to a relocation site to continue essential functions in the event that locations are threatened or incapacitated. The ERG comprises Advance Team plus Emergency Personnel.

*Emergency Relocation Site (ERS).* A remote alternative facility to which the ERG moves to continue essential functions in the event that traditional work sites are incapacitated.

**Essential functions.** Essential functions are those functions, stated or implied, that are required to be performed by statute or Executive order, or other functions deemed essential by the heads of principal organizational elements (i.e., administrators, office directors, and division directors).

**Occupant Emergency Plan (OEP).** The OEP provides the response procedures for occupants of a facility in the event a situation poses a threat to the health and safety of personnel, the environment, or property. Such events include a fire, hurricane, criminal attack, or a medical emergency.

Point of Contact (POC). The designated focal point for actions involving a specific plan, as in "COOP POC."

**Relocation Site (RS) Support Official.** Serves as the COOP point of contact at each ERS. Responsible for the readiness and operational condition of the ERS, as appropriate, including telecommunications, infrastructure, and equipment; and support the billeting and meal needs of the ERG.

**Senior COOP Official.** Serves as the COOP point of contact. Responsible for coordinating implementation of the COOP Plan; initiating appropriate notifications inside and outside the Agency during COOP Plan implementation; being the point of contact for all COOP training, testing, and exercising; assisting ERG efforts at the ERS; and initiating recovery of the Agency as part of reconstitution.

# SIGNATURE AND CERTIFICATION PAGE

The Board of <u>Cumberland</u> County Commissioners has reviewed each of the Five plans comprised in the System Safety Plan (SSP). During this review suggestions were made, and the Plan was updated to reflect the suggestions.

Lashonda Cherry-Crawford, Transit Director Accountable Executive, Safety Officer Date:

I hereby certify this Plan for Cumberland County Community Transportation Program

CHAIR, BOARD OF COMMISSIONERS SIGNATURE Authorized Representative Date:



NORTH CAROLINA

## **EMERGENCY SERVICES DEPARTMENT**

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 3/18/2024

## SUBJECT: APPROVAL OF 2023 PORTABLE RADIO PROJECT GRANT AWARD AND ASSOCIATED BUDGET ORDINANCE AMENDMENT B#240221

#### **BACKGROUND**

Cumberland County Emergency Services received notification of a grant award through the North Carolina 911 Board for the 2023 Portable Radio Project Grant in the amount of \$60,489. This grant will cover the purchase of eleven (11) portable radios, two batteries, two chargers, programming, and the first year of maintenance. The radios will serve as additional backup communication resources if the radio consoles located in the primary and backup 911 centers become unavailable.

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

The County Manager recommends approval of Budget Ordinance Amendment B#240221 to recognize grant funds in the amount of \$60,489 and acceptance of grant award for 2023 Portable Radio Project and authorization for the County Manager to sign the grant award agreement.

#### ATTACHMENTS:

Description 911 Portable Radio Grant Agreement Type Backup Material Contract No.

#### AGREEMENT

THIS AGREEMENT (the Agreement) is made effective the \_\_\_\_\_ day of the month of \_\_\_\_\_, 2024 by and between Cumberland County, the Grantee and the North Carolina 911 Board (hereinafter referred to as 911 Board), an agency of the State of North Carolina. Grantee and the 911 Board (together "the Parties") hereby agree to the following terms.

IN WITNESSETH WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

#### **Cumberland County**

	By:
	Title:
	Date:
ATTEST:	
	This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.
	By:
	Director of Fiscal Operations
	N.C. 911 Board
	By:
	Title:
	Date:

#### WITNESSETH:

WHEREAS the 911 Board was created by N.C. Gen. Stat. §143B-1400 et seq. to collect and administer the 911 Fund, and

WHEREAS the 911 Board solicited grant applications pursuant to N.C. Gen. Stat. §143B-1407, 09 NCAC 06C .0400, and procedures for Grants adopted by the Board, and

WHEREAS Grantee submitted a Grant Application to purchase portable radios for the Primary PSAP, and

WHEREAS the 911 Board allocated funds for the purposes identified in the Grant Application.

NOW, THEREFORE, the Parties enter into this Agreement, and in consideration of the mutual promises and such other valuable consideration as shall be set out herein, the Parties hereto do mutually agree to the following terms and conditions:

1. Definitions:

a. Project: 2023 Portable Radio PSAP Grant.

b. Deobligation: the 911 Board's cancellation or downward adjustment of all or part of the grant award. Deobligation, if imposed, will not affect disbursed funds but will affect any remaining amount of awarded funds.

c. Executive Director: Executive Director of the 911 Board.

d. Grant: Financial assistance provided by the 911 Board, or a subgrantee, to carry out activities whereby the 911 Board anticipates no programmatic involvement with the grantee or subgrantee during the performance of the Grant.

e. Grantee: The unit of local government operating a Primary PSAP, as identified in the Grant Application, notwithstanding G.S. (3).

f. Grant Application: The Application submitted by the Grantee to request Grant Funds for the Project. The Application stated the model type and number of radios requested and the total amount of Grant Funds requested. The Grantee's Application is attached hereto as Exhibit C and incorporated herein.

g. Grant Funds: The amount stated in the Grant Application and authorized for award by the 911 Board.

h. Ineligible Costs: such expenses that are not funded through the Monthly Distributions defined G.S. §143B-1406(a), and not identified in the Approved Use of Funds List published on the 911 Board website.

i. Interlocal agreement: Reserved.

j. State Funds: Any funds appropriated by the N.C. General Assembly or collected by the State of North Carolina. For the purposes of this Agreement, Grant Funds are State Funds. Grantee recognizes that the expenditure of money deposited in the State treasury, including the 911 Fund, is subject to allocation and appropriation of funds to the agency for the purposes set forth in this Agreement.

k. Subgrantee: As defined in N.C. Gen. Stat. §143C-6-23(a)(4), a non-State entity that receives a grant of State funds from a Grantee of a State Agency, here the 911 Board, or a Subgrantee of a Grantee, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission.

1. Unit, or unit of local government:

As defined in N.C. Gen. Stat. §143C-1-1(d)(29), a municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by N.C. Gen. Stat. §160B-2(1), and all boards, agencies, commissions, authorities and institutions thereof that are not municipal corporations.

As defined in N.C. Gen. Stat. §160A-460, means a county, city, consolidated city-county, local board of education, sanitary district, facility authority created under Article 20 of Chapter 160A of the General Statutes, special district created under Article 43 of Chapter 105 of the General Statutes, or other local political subdivision, authority, or agency of local government.

2. <u>Scope of Project</u>: To purchase portable radios for the Grantee's Primary PSAP. The Grant Funds shall only be used to pay for the portions of the project that are Ineligible Costs.

a. Grantee shall be responsible for administrative and management duties associated with the Project; and shall be responsible for completing the goals and objectives described in the Grant Application. This Grant shall only be used for paying for portions of the project that are Ineligible Costs. To the extent that the Project includes expenses that are not eligible for monthly distribution or reimbursement pursuant to G.S. §143B-1406 and are not included in the Grant Funds allocated by the 911 Board, Grantee agrees it shall be responsible for all expenses for the non-eligible items. For eligible expenses limited by the 911 Board policies, e.g., chairs, monitors, Grantee shall be responsible for all expenses exceeding the expense limitations for such items.

b. Grantee shall prepare and submit reports in the timeframe and using the templates contained in Exhibits A and B of this Agreement.

- c. Goals and objectives and terms for meeting the same include:
  - 1. For the Grantee's Primary PSAP, purchase the number and type of portable radios identified in its Grant Application. The Grantee and its Primary PSAP agrees it will only use the Grant Funds to purchase the portable radios selected by the Grantee's Primary PSAP on the Grant Application. The Grantee and Grantee's Primary PSAP understand and agree that they cannot use the Grant Funds for any other purpose or purchase, including selecting a different type of portable radio that was available but not selected by the Grantee in the attached Grant Application.
  - 2. For each Board-approved seat denoted on the grant application, the Grantee's Primary PSAP will use grant funds to contract with a vendor to purchase the following:
    - a. 1 portable radio (including two batteries);
    - b. 2 chargers; one for the primary PSAP and backup PSAP;
    - c. Programming per radio cost, ARS Encryption, and Code Plug;

- d. Training for PSAP staff on use of the new portable radios; and
- e. Maintenance for each portable radio for the first 12 months, which will be included in the contract for sale.
- 3. All portable radios purchased by Grantee under this Agreement shall contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the Grantee deems appropriate to its jurisdiction.
- 4. Once activated on the VIPER system, the Grantee's Primary PSAP will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall become an addendum to this executed Grant Agreement. The submission will be required prior to any reimbursement by the Board.
- 5. The Grantee's Primary PSAP will keep each portable radio purchased using Grant Funds on the dispatch floor at a console exclusively for use by telecommunicators. The portable radios will not be kept elsewhere within the Primary PSAP, including supervisor offices. The radios will remain solely at the Primary PSAP and may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.
- 6. The radios will be maintained exclusively for the Grantee's Primary PSAP use. Neither the Grantee nor the Grantee's Primary PSAP will share, gift, loan, or otherwise allow the use of any of the portable radios purchased under this Grant Agreement using Grant Funds by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.
- 7. The Grantee agrees that it will maintain the radios exclusively for Grantee's Primary PSAP use for at least thirty-six (36) months. The Grantee and Grantee's Primary PSAP agree they will not resell, transfer, gift, or in any other manner convey the portable radios to any other entity. If the Grantee does not retain the radios on the Primary PSAP premises in accord with the terms of this Grant Agreement for at least 36 months, Grantee agrees it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.
- 8. Increase operability with surrounding emergency response resources and increase redundancy and security.
- 9. Adhere to rules for PSAP facilities and equipment within 09 NCAC 06C .0200, and for the use of Grant Funds, as stated within 09 NCAC 06C .0400. Incorporate applicable standards for mission-critical facilities published by the Federal Emergency Management Agency (FEMA), the National Fire Protection Association (NFPA), and the National Emergency Number Association (NENA). Ensure continuity of operations during implementation for all response agencies currently served.

- 10. Coordinate technology purchases to facilitate the use of the State NG911 system, including GIS call routing.
- 11. Conduct thorough system(s) testing before acceptance.

d. Grantee shall not change the Scope of Project without prior written approval of the 911 Board Executive Director.

e. Reserved.

f. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

g. Grantee will collect and compile documents as directed by the 911 Board for the purpose of Grantee's verifying the requirements of Article 15, Part 10 of Chapter 143B of the N.C. General Statutes.

h. Grantee shall assist the 911 Board in any audits of Grant Funds by supplying required document(s) to satisfy the requests of an auditor.

3. <u>Changes in the Project</u>.

a. If any changes to the project or extra work are requested with respect to the Project, such changes must be authorized in writing by the Parties. The 911 Board will not approve any changes that exceed its authority under N.C. Gen. Stat. §143B-1400 *et seq.*, or subsequent modification thereof.

b. Any work referred to in Subsection 3(a) above shall be the subject of a separate written agreement stating the costs and schedule for completing any such extra work.

c. Each Party shall immediately notify the other of any change in conditions or applicable law, or any other event, which may significantly affect its ability to perform the Project.

d. The Parties agree that the 911 Board may assign this Agreement to its successor, if any; or continue the Agreement by amending the term if legislation is enacted that does, or may, affect the term of this Agreement.

e. A request for change in the project period requires advance written approval by the 911 Board Executive Director. The request must be submitted in writing, stating the basis for the request, to the 911 Board Executive Director at least sixty (60) calendar days prior to the expiration of the Grant. The Grantee shall submit a revised budget and any other documentation or information requested by the 911 Board Executive Director indicating the planned use of all unexpended funds during the extension period.

4. <u>Consolidation</u>. Reserved.

5. <u>Term of Agreement</u>. The Parties intend that the term of this Agreement shall begin upon the Effective Date and extend through 30 June 2025 (End Date). The effective period of this Agreement shall commence upon completion by the Parties' authorized signatories (the Effective Date) and terminate upon the End Date unless sooner terminated under Section 14; or amended by written agreement to extend said date by the Parties or their successors in interest. The parties agree that this Agreement may be extended only one time. <u>However, both parties agree that if</u> the Grantee fails to place its order for the portable radios with its vendor by February 5, 2025, no extension of this Agreement will occur.

6. <u>Project Schedule</u>. Grantee shall prepare and deliver a project schedule consistent with this Agreement that substantially conforms to the following:

a. The Project is planned to be completed in three (3) phases, with the entire project completed in approximately fifteen (15) months: 1) procurement and planning; 2) delivery, programming, and testing; and 3) training, final testing, and acceptance. The proposed budget and project plans shall be reviewed, revised, and provided to the 911 Board Executive Director as provided in Subsection 2(e) above. These revised documents must reflect any changes and special conditions of the Grant award.

b. Project timelines and milestones identified in the Grant Application are incorporated herein by reference.

c. The PSAP will continue to operate during the Project; therefore, there will be no disruption to 911 call taking and emergency dispatching services.

d. Grantee will procure all goods and/or services for the Project in compliance with State and local procurement laws, rules, and regulations, consistent with the Grant Application and approved project budget.

7. <u>Delivery of Grant Funds</u>. The total Grant Funds equal the amount stated in the Grant Application contained in Exhibit C of this Agreement. Grant Funds shall be held by the 911 Board and delivered as follows:

Funds shall be released to Grantee to reimburse the Grantee for its purchase after a. receiving copies of Grantee's contracts, purchase orders, and invoices therefor, and Grantee's satisfactory completion of its obligations under this Agreement. Each deliverable offered by the Grantee shall be clearly itemized to show the expenditures meet the scope of this Agreement, to include professional work performed and invoices for supplies. The Grantee shall ensure that all payments are reconciled to an applicable vendor quote to show the eligible and ineligible amounts awarded and the specific funding stream, and in sufficient detail to show the expenses in the invoice are defined to show they were part of the grant award and that the task in the milestone was completed. Grant Funds shall not be used for updating data gathered during the Project. The 911 Board may release Grant Funds directly to subgrantees upon receipt of evidence satisfactory to the 911 Board Executive Director that all conditions necessary to release such Funds have been satisfied. Such evidence may comprise demonstrated compliance with work and payment schedules of this Agreement and any agreement with a Subgrantee, relevant contracts, purchase orders and invoices therefor, satisfactory completion of testing and acceptance criteria of Grantee's contracts with its vendors, approval of the Grantee, and such other evidence as the Executive Director deems reasonably necessary or proper. Payment schedules may include pre-determined progress payments, payments based upon time and materials that are not to exceed a maximum amount, retainage, and such other terms that are consistent with this Agreement.

b. Grant Funds shall not be released, or paid, in advance of performance of actual services or delivery of reimbursable purchases, nor paid for interest, allocations for budget contingencies, maintenance or other services in future fiscal years. Grant Funds may not be used for any type of bond, monies due upon contract execution, or any type of speculative downpayment for the project. Funds shall be applied to ineligible expenses as identified in the Grant Application as authorized by N.C. Gen. Stat. §143B-1407(b)(4), and to expenses that are eligible under N.C. Gen. Stat. §143B-1400 *et seq.* and the Rules and policies of the 911 Board. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and accepted by the Executive Director.

c. As stated in Subsection 2(c)(4) of this Grant Agreement, once activated on the VIPER system, the Grantee will submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form shall be sent as a pdf file to the PSAP's assigned Regional Coordinator and shall become an addendum to this executed Grant Agreement. The Grantee agrees that it must submit the activation request form and until it does so, it shall not be reimbursed by the Board.

d. The Grantee agrees to submit all requests for reimbursement to the Board under Subsection 7(a) of this Agreement within thirty (30) days of Grantee's payment to that Vendor following performance of services or delivery of purchases. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report required by Exhibit A of this Agreement is received and approved by the Executive Director as meeting the requirements of Rule 09 NCAC 06C .0405(c).

e. Indirect costs and administrative costs will not be allowable charges against Grant Funds unless such costs are specifically included in the approved Project budget as incorporated into the award.

f. Grantee will maintain full, accurate, and verifiable accounting records to support the preparation of financial statements in conformity with accounting practices applicable to N.C. local governments as approved by, or consistent with, standards of the Local Government Commission. Expenditures must be consistent with the Project Budget and N.C. Gen. Stat. §143B-1400 *et seq*.

g. In the event Grantee breaches any of the covenants or agreements contained in this Section, or any of the representations and warranties of Sections 9, 19, and 24 are untrue as to a material fact as of the date of this Agreement, Grantee agrees to return any unearned Grant Funds held by Grantee and refund sums equal to any non-qualified expenditures paid with Grant Funds. Grantee's obligations that are created by this Agreement to return Grant Funds and to refund sums apply only to Grant Funds held by Grantee. Grant Funds are "held" by Grantee only to the extent they are in the actual, not constructive, possession of Grantee. Grantee shall timely enforce all such rights, duties and perform its responsibilities to ensure completion of the accounting and return of Grant Funds to the Board.

h. Grantee must attend workshops or other instructional sessions relating to administration of the Grant or use of 911 Funds provided by the 911 Board during the term of this Agreement.

i. Funds identified with contingencies or escalations as presented in Grantee's budget documents and financial forecasts shall revert to the Board's Grant Fund if unused or unallocated in a timely manner.

j. If the Board determines that the actual costs of the Project are less than the Grant amount, the Board, in its sole discretion, may reduce the amount of the Grant accordingly. If the Grantee determines that the actual costs of the Project are less than the Grant amount, it shall report so to the Board and return any surplus Grant Funds it has received to the Board.

k. Any costs associated with completing the project that are not eligible for reimbursement through Grant Funds, as set forth in the Grant Application, must be paid through Grantee's general funds. The general funds shall come from local resources and may not be derived from other State or federal grant funds unless such other funds were specifically identified in the Grant Application.

8. <u>Travel Expenses</u>. The approved budget does not include travel costs. Such costs, if any, are limited to reimbursement rates set forth in N.C. Gen. Stat. §138-6; as interpreted by the Office of State Budget and Management, and as amended from time to time. The State of North Carolina's Travel Policy is contained in the State Budget Manual located on the Internet at <u>http://www.osbm.state.nc.us</u>. Original receipts for such expenses shall be retained by Grantee.

## 9. <u>Independent Status of Grantee.</u>

a. It is agreed between the Parties that neither this Agreement nor any provisions hereof shall be deemed to create a partnership or joint venture between Grantee and any third party, nor with the 911 Board. It is further agreed that except for the rights expressly granted to Grantee or the 911 Board in this Agreement, neither of them shall have any proprietary rights in the Project.

b. The Parties acknowledge that Grantee is an independent entity. Grantee shall not represent itself as an agent of the 911 Board; nor shall the Agreement be construed so as to make Grantee an agent of the 911 Board. Grantee shall not have the ability to bind the 911 Board to any agreement for payment of goods or services, nor shall it represent to any person or entity that it has such ability. Grantee shall be responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. Grantee shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Agreement. All expenses incurred by Grantee are its sole responsibility. The 911 Board shall not be liable for the payment of any obligations incurred in the performance of the Project.

10. <u>Conflicts of Interest</u>. Grantee acknowledges and represents that it has adopted policies governing conflicts of interest and ethics in the exercise of its authority, and its actions under this Agreement. Grantee will review, disclose, and employ its best efforts to resolve any anticipated or reported conflict of interest or issue involving its ethics policies during the performance of this Agreement. Grantee shall, upon request, submit a copy of its conflict to interest policy, and shall ensure that such policy conforms to the requirements of N.C. Gen. Stat. §143C-6-23 and other applicable laws.

11. <u>Obligation of Funds</u>. Grant Funds provided by the 911 Board may not be utilized to reimburse expenses incurred by Grantee from its General Fund or any other funds prior to the Effective Date or subsequent to the End Date. All unpaid obligations incurred prior to the End Date shall be paid and satisfied by Grantee within thirty (30) days thereafter. Grant Funds shall be deobligated if not expended in the time and manner agreed herein. The 911 Board may deobligate all or part of the awarded funds if:

a. The actual cost of goods or services identified in the Grant budget funded by the Grant award is less than the total award, or

b. If the Grantee does not complete the project by the end of the Term of the Agreement, set forth in Section 5 of this Agreement.

If Grant Funds are not expended within the term of this Agreement and manner agreed herein, and in compliance with the project schedule and budget, the Board shall provide notice of deobligation of such Grant Funds to the Grantee. Notice of deobligation shall provide an effective date of deobligation which shall not be less than thirty (30) days after the date of the notice.

## 12. <u>Project Records</u>.

a. Grantee shall maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for this Project in such a manner so as to identify and document clearly the expenditure of Grant Funds provided under this Agreement, separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

b. Grantee shall retain all financial records, supporting documents, and all other pertinent records related to the Project for five (5) years from the End Date. In the event such records are audited, all Project records shall be retained beyond such three-year period until any and all audit findings have been resolved.

c. Pursuant to N.C. Gen. Stat. §143C-6-23, and §147-64.7, Grantee agrees to make available to the State Auditor, Board, or designated representatives of the foregoing, all of its records that relate to the Project, and agrees to allow the 911 Board or its representative to audit, examine and copy any and all data, documents, proceedings, records and notes of activity relating in any way to the Project. Access to these records shall be allowed upon request at any time during normal business hours and as often as the 911 Board or its representative may deem necessary.

d. Grantee acknowledges and agrees that it will be subject to the audit and reporting requirements prescribed by N.C. Gen. Stat. § 143C-6-23 *et seq.* and Non-State Entities Receiving State Funds or N.C. Gen. Stat. §159-34, The Local Government Budget and Fiscal Control Act - Annual Independent Audit; Rules and Regulations as applicable. Such audit and reporting requirements may vary depending upon the amount and source of funding received by Grantee, and such are subject to change from time to time. Grantee shall constantly monitor all performance under Grant-supported activities, including activities performed by Subgrantees, to ensure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved. Such obligations to comply with the Board's or other agency's monitoring activities shall survive grant closeout and the termination of this Agreement.

## 13. <u>Publications</u>.

a. Any published or distributed reports, data, or other information shall contain a disclaimer statement to the following effect: *Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view and policies of the 911 Board.* 

b. 911 Board may publish or arrange for the publication of information resulting from work carried out under this Agreement, and copyright any books, publications, films, or other copyrightable materials developed in the course of or resulting from work under this Agreement.

c. Upon publication of any materials resulting from the work of the Project, Grantee shall furnish a minimum of two copies of reprints to the 911 Board.

#### 14. <u>Termination; Availability of Funds</u>.

a. If Grantee fails for any reason to fulfill in a timely and proper manner its obligations under this Agreement, the 911 Board shall thereupon have the right to terminate this Agreement by giving written notice to Grantee of such termination and by specifying the effective date of termination. For the avoidance of doubt, Grantee's failure to appropriate funds necessary to complete the project shall be reason for termination. In such event, the 911 Board shall have no responsibility to make additional payments under this Agreement after the End Date. No further expenditures shall be made under this Agreement except for such work as shall have already been performed prior to the End Date and Grantee shall return all unearned funds upon the demand of the 911 Board.

b. The Grantee agrees it will repay Grant Funds if it fails to comply with any terms of this Agreement. The Grantee shall not be relieved of liability to the 911 Board for damages sustained by the 911 Board by virtue of any breach of this agreement, and the 911 Board may withhold payment to the Grantee for the purpose of set off until such time as the exact amount of damages due the 911 Board from such breach can be determined.

c. The Parties may terminate this Agreement by mutual consent upon sixty (60) days' notice. Notice may be given by either party to the other at the addresses and to the attention of the Party's representative specified in Section 28 below.

d. Termination of the contract by the Grantee shall not prohibit the 911 Board from seeking remedies for additional costs consequential to the termination incurred by the 911 Board. The Grantee shall repay to the 911 Board any Grant Funds received in excess of the distributions under this Agreement.

e. Grantee recognizes that Grant Funds are State Funds, and the expenditure of State Funds deposited in the State treasury, including the 911 Fund, is subject to acts of appropriation by the General Assembly and actions of the Budget Director.

15. <u>Liabilities and Loss</u>. The 911 Board assumes no liability, nor shall it have any liability under this Agreement, with respect to accidents, bodily injury, illness, breach of contract or any other damages, claims, or losses arising out of any activities undertaken by Grantee or its contractors under this Agreement, whether with respect to persons or property of Grantee, or third parties. Grantee agrees to obtain insurance to protect it and others as it may deem desirable, or, if it elects not to obtain such insurance, it represents that it has adequate resources available to it for

this purpose. Further, Grantee agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees against any liability, including costs and expenses and attorney's fees, for the violation of any proprietary right or right of privacy arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any information published resulting from the work of the Project or based on any libelous or other unlawful matter contained in such information. Grantee also further agrees, to the extent permitted by law, to indemnify, defend and save harmless the 911 Board, and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any and all subgrantees, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project and the performance of this Agreement, and from any and all claims and losses accruing to any person, firm, or corporation who may be injured or damaged by Grantee or its agents in the performance of the Project.

16. <u>Bankruptcy of Third Parties</u>. In the event that any Subgrantee (or other entity other than Grantee) receiving Grant Funds files bankruptcy owing Grantee, the Board or other entities any money, it shall be the sole responsibility of Grantee to (i) immediately notify the Board and (ii) pursue all reasonable claims against the debtor in bankruptcy to obtain the maximum payment allowed by law. To the extent that Grantee fails to pursue the debtor in bankruptcy and obtain the maximum payment allowed by law, Grantee shall be responsible for all amounts paid to such Third Party that are not returned to Grantee; and no Grant Funds may be expended to replace such monies or payments represented by claims against the Third Party.

17. <u>Remedies</u>. In the event of Grantee's non-compliance with any provision in this Agreement, Grantee agrees that the Board may take any actions authorized by law or by this Agreement, including but not limited to those described in 09 NCAC 03M .0401. These remedies include, but are not limited to, reducing, or suspending Grant Funds or terminating the Grant, including the withdrawal of all funds described in this Agreement except for funds already expended on otherwise eligible activities which may not be recaptured or deducted from future grants. The Board may also require Grantee to reimburse Grantee's Program account for improperly expended funds by Grantee or any Subgrantee or other Third Party, as set forth in G.S. §143B-1407(c).

a. Upon non-compliance with the applicable provisions of 09 NCAC 03M, the Board shall take measures under Rule .0801 of that Subchapter to ensure that the requirements are met, including: communicating the requirements to the non-State entity; requiring a response from the non-State entity upon a determination of noncompliance; and suspending payments to the non-State entity until the non-State entity is in compliance.

b. Pursuant to 09 NCAC 03M .0703(11), the Parties may terminate this Agreement with 60 days' notice by mutual consent, or as otherwise provided by law. Pursuant to 09 NCAC 03M .0703(13), unexpended Grant Funds shall revert back to the Board upon termination of the Agreement, unless otherwise provided by applicable laws, rules, regulations or orders.

c. However, no termination of this Agreement or the Grant (i) removes Grantee's liability regarding any Grant Funds improperly expended (including the Board's enforcement abilities to recover such funds) or (ii) removes Grantee's existing and continued obligations and liabilities with respect to Grant Funds already properly expended (including the Board's enforcement abilities).

18. <u>Entire Agreement</u>. This Agreement supersedes all prior agreements between the 911 Board and Grantee; and expresses the entire understanding of the Parties with respect to the transactions contemplated herein, and shall not be amended, modified, or altered except pursuant to a writing signed by both Parties.

19. <u>Grantee Representation and Warranties</u>. Grantee hereby represents and warrants that:

a. Grantee is duly organized and validly existing as a unit of local government under the laws of the State of North Carolina.

b. This Agreement constitutes a binding obligation of Grantee, enforceable against it in accordance with its terms. The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Grantee and does not violate any applicable organizational documents of Grantee, or any agreement or undertaking to which it is a party or by which it is bound.

c. Grantee shall allocate such further and sufficient funds to complete the project in a manner consistent with this Agreement and the Grant Application.

d. There is no action, suit, proceeding, or investigation at law or in equity or before any court, public board or body pending, or to Grantee's knowledge, threatened against or affecting it, that could or might adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or Grantee's ability to discharge its obligations under this Agreement.

e. All consents or approvals necessary from any governmental authority as a condition to the execution and delivery of this Agreement have been obtained by Grantee. Grantee shall provide the 911 Board with evidence of the existence of all such contracts at the time of the execution of this Agreement. Grantee agrees that the funding contingencies identified in the Grant Application are waived and that all such parties agree that grant funding is sufficient for the purposes and scope of the Grant.

f. The Grantee will notify the 911 Board Executive Director of any significant problems relating to the administrative or financial aspects of the award, such as misappropriation of funds; use of 911 Funds for non-eligible expenses; or placement or retaining 911 funds in any account other than the Emergency System Telephone Fund.

g. Grantee certifies that it has complied with G.S. \$ 14-234 and 133-32 and shall continue to require compliance for itself and any vendors, contractors or other third parties during the term of this Agreement. Any violations of G.S. \$ 14-234(f) shall be reported to the Board's Executive Director within ten (10) days of Grantee learning of such violation.

20. <u>Performance Measures</u>. Grantee shall ensure that its contracts with third parties include performance measures that provide remedies ensuring protection of the Grant Funds, any matching funds or funds from other sources, and that secure completion of this Agreement consistent with the time and budget for the Project. Specific measures are within the discretion of Grantee, and Grantee shall consider including measures including one or more of the following:

a. Requiring terminated vendors to provide costs of cover for replacement goods or services.

b. Termination of vendor contracts for cause and vendor's forfeiture of rights to payment.

c. Grantee's ownership, or free use, of all planning materials, estimates, drafts, plans, drawings and similar items or information produced by Grantee's vendors in the event of termination for any reason.

d. Grantee's requirement that its vendors provide contract security for their performance, including but not limited to, bonds, letters of credit, escrows of funds or other assets, or like security.

e. Terms and conditions of agreements allocating damages and setting forth limitations of liability as may be necessary or proper to ensure that any breaches or failures to perform by Grantee's vendors, as a minimum measure,

f. Acceptance testing and warranties for any and all equipment, goods and services provided by Grantee's vendors of sufficient duration and measurement to ensure performance consistent with 911 center operations.

21. <u>Subcontracting</u>. Grantee shall not subcontract any of the work contemplated under this contract without obtaining prior written approval from the 911 Board. Any approved subcontract shall be subject to all conditions of this Agreement. Only the subgrantees specified in the Application are to be considered approved upon award of the contract. Grantee shall be responsible for the performance of any subgrantee; and shall require all subgrantees to comply with the provisions of the grant award, including this Agreement. Grantee shall be responsible for the performance.

a. Grantee shall ensure that any subgrantee provides all information necessary or proper to ensure compliance with this Agreement and the timely completion of the Project.

b. The Grantee shall provide all necessary personnel, equipment, and facilities required to implement the work as stated in the Grantee's Grant Application and subsequently approved project schedules, budgets and project scope identified herein, in accordance with the stated objectives, goals, results, standards, and deliverables.

22. <u>Excusable Delay (Force Majeure)</u>. Neither party shall be liable for any failure or delay in performing any of its obligations under this Agreement that is due to causes beyond its reasonable control, such as, but not limited to, acts of God, earthquakes and other natural catastrophes, governmental acts, shortages of supplies, riots, war, fire, epidemics, delays in common carriers, labor strikes or other difficulties or circumstances beyond its reasonable control. Grantee shall notify the 911 Board promptly of any factor, occurrence or event that comes to its attention that may affect or delay Grantee's ability to perform any of its other obligations hereunder. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay. The parties agree that Grantee failing to place an order for the portable radios by February 5, 2025, does not constitute excusable delay.

23. <u>Dispute Resolution</u>. The Parties agree that it is in their mutual interest to resolve disputes informally. A claim by Grantee shall be submitted in writing to the 911 Board for decision. A claim by the 911 Board shall be submitted in writing to Grantee for decision. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law; or invite the other party to

submit the matter to mediation. If both Parties agree to submit the matter to mediation, the following actions shall be taken:

a. Each Party shall recommend a mediator certified by the N.C. Courts after first determining that the recommended mediator, and said mediator's firm, if any, have no conflict or prior knowledge of the matter to be resolved, and no prior work for or against either Party,

b. The recommended mediators must have knowledge of the general subject matter of the FCC 911 laws, regulations and 911 practices,

c. The recommended mediators must be able to execute and deliver a satisfactory confidentiality and non-disclosure agreement if information exempt from disclosure under N.C. Gen. Stat. §132-1, *et seq.* is relevant or material to the matter to be resolved,

d. Recommended mediators and their respective contact and qualification information shall be exchanged within five (5) days to each party as provided in Section 28 below following the agreement to mediate,

e. Unless the Parties mutually agree to select a particular mediator, the selection of a mediator shall be determined by the Mediator's earliest available date to initiate mediation. Any agreement to mediate shall require the Parties to appear and mediate the matter in good faith in accordance with the schedule and calendar established by the Mediator, and

f. Provided, however, that this term shall not constitute an agreement by either Party to mediate or arbitrate any dispute; and that any agreement to mediate may be revoked or terminated without penalty therefor if so advised by the N.C. Attorney General.

#### 24. <u>Special Provisions and Conditions</u>.

a. The 911 Board may request from Grantee certain information that will assist 911 Board with evaluation of the short and long-range impact of its programs. Grantee recognizes that such requests may occur after termination of this Agreement and agrees, to the extent possible, to provide such information as requested.

b. If the 911 Board finds that Grantee has used Grant Funds for an unauthorized purpose, or in a manner not agreed and approved as provided in this Agreement, the Board shall report such findings to the Attorney General, The Office of State Budget and Management, the Office of the State Auditor, the Local Government Commission, and the Office of the State Controller, as may be required by applicable law and regulations. Funds shall not be disbursed to Grantee if the Grantee fails to comply with any of the requirements of this Agreement, including reporting requirements.

c. <u>Nondiscrimination</u>. Grantee agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap related to the activities of this Agreement.

d. <u>Conflict of Interest</u>. Grantee certifies that to the best of its knowledge no employee or officer of Grantee has any pecuniary interest in the business of the 911 Board or of the Project, and that no person associated with Grantee has any interest that would conflict in any manner with the performance of the Agreement.

e. <u>Order of Precedence</u>. To the extent of any conflict between this Agreement, including the Exhibits comprising Grantee's Grant Application and supporting documents

and Reporting Schedule, such conflicts shall be resolved by first referring to this Agreement, followed serially by the Reporting Schedule, Grant Application, and lastly by other subordinate documents in reverse order to their adoption.

f. <u>Compliance with Laws</u>. Grantee shall at all times observe and comply with all laws, ordinances, and regulation of the state, federal and local governments which may in any manner affect the performance of the Agreement.

g. <u>Non-Assignability</u>. Grantee shall not assign any interest in the Agreement and shall not transfer any interest in the same without prior written consent of the 911 Board; provided, however, that claims for money due to Grantee from the 911 Board under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

h. <u>Personnel</u>. Grantee represents that is has, or will secure at its own expense, all personnel required to carry out and perform the scope of services required under this Agreement. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

i. <u>Future Cooperation</u>. The Board and Grantee agree to cooperate fully with one another, to execute any and all supplementary documents and/or agreements that may be necessary or helpful to give full force and effect to the terms of this Agreement and to the Parties' intentions in entering this Agreement.

j. <u>Illegal Aliens</u>. No costs incurred as a result of work performed by illegal aliens shall be eligible for reimbursement by Grant Funds. As such, in submitting a reimbursement request to the Board for payment, Grantee shall be required to certify to the Board that the expenses for which reimbursement is sought were not incurred as a result of work performed by illegal aliens. Contracts awarded by the Grantee that are funded by this Grant shall require Grantee's Vendor(s) and each of its subcontractors comply with the E-Verify requirements of G.S. Chapter 64, Article 2.

25. <u>Intellectual Property Rights</u>. All documents, data, databases, maps, compilations and other works produced by Grantee or any subgrantee under this Agreement shall be considered either Works for Hire under applicable copyright law, or as public records, and neither Grantee nor any subgrantee shall have any property rights of ownership in such works.

26. <u>Confidential Information</u>. The Parties acknowledge and agree that each is subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. §132-1, *et seq*. The Parties further acknowledge and agree that other standards of confidentiality may apply to information made or received during the performance of this Agreement. Such information may include proprietary information of a third party. Prior to accepting any proprietary information, the receiving Party shall ensure that an appropriate and acceptable non-disclosure agreement (NDA) is prepared. Any NDA shall ensure:

a. That the Proprietary Information is protected as permitted by applicable law,

b. That the Proprietary Information is available and accessible to all persons as may be necessary to complete the purposes of this Agreement, and

c. That the Proprietary Information is clearly marked as such.

27. <u>Proprietary Information</u>: Proprietary information shall be subject to the N.C. Public Records Act, which is set forth in N.C. Gen. Stat. 132-1, *et seq*. Grantee shall ensure that any third party is encouraged to review the applicable Statutes prior to submitting any information or documentation believed to be proprietary.

a. 911 Board may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §143B-1412 and §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2.

b. Grantee may permit third parties to designate appropriate portions of reports, data, and other deliverables as confidential, consistent with and to the extent permitted under the statutes set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL." By so marking any page, any disclosing party warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors that the portions marked confidential meet the requirements of the Statutes set forth above.

c. The 911 Board may serve as custodian of confidential information and not as an arbiter of claims against any party's assertion of confidentiality. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel disclosure information marked confidential, the disclosing party agrees that it will intervene in the action through its counsel and participate in defending the 911 Board, including any public official(s) or public employee(s). The 911 Board agrees to promptly notify Grantee in writing of any action seeking to compel the disclosure of a third party's confidential information. The 911 Board shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The 911 Board shall have no liability to Grantee or any third party with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law; nor by disclosure of unmarked information or information that is publicly known.

28. <u>Notice</u>. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered by one or more of the following: by email, which the parties agree is the preferred method for delivery, or when deposited in the United States mails, first class, postage prepaid and properly addressed, as follows:

If to the 911 Board:	Attn: L. V. Pokey Harris, Executive Director N.C. 911 Board P.O. Box 17209 Raleigh, NC 27609
	Ph: 919-754-6621 E-Mail: pokey.harris@nc.gov
If to Grantee:	The PSAP Contact listed on the Grant Application, which is attached as Exhibit C. If the Contact changes, the Grantee must

notify the Board of the updated information by contacting the PSAP's assigned Regional Coordinator

or addressed to such other address or to the attention of such other individual as the 911 Board or Grantee shall have specified in a notice delivered pursuant to this Subsection.

29. <u>Construction</u>. This Agreement shall be construed and governed by the laws of the State of North Carolina. The place of this Agreement, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation, and enforcement shall be determined. The Parties agree and submit, solely for matters relating to this contractual Agreement, to the jurisdiction of the courts of the State of North Carolina and stipulate that Wake County shall be the proper venue for all matters.

## 30. <u>This Agreement will expire and Grant Funds will be deobligated if the Agreement is</u> not signed and returned to the 911 Board for countersignature no later than the date specified in the grant electronic mail correspondence in which it was sent to Grantee.

## Exhibit A

#### **Reporting Schedule**

Grantee shall report the following to the Board, by providing information to the Executive Director:

- 1. Grantee's contracts shall include performance measures and acceptance testing criteria to ensure that the equipment and services meet the operational and technical requirements of the 911 center. Grantee shall provide copies of contracts, purchase orders and invoices for any equipment or services for which Grant Funds will be expended, including direct disbursements to subgrantees, if any. Such items shall be reported to the Executive Director in a timely manner to ensure prompt payment for any authorized invoices.
- 2. Progress Reports or assessments that demonstrate the success, or lack thereof, of the Project. The progress reports shall include activities and actions within the Scope of Project (Section 2), Project Schedule (Section 6), any changes in the governance proposed in the Grant Application (Section 3), achievement or progress regarding PSAP priorities identified in the Grant Application and the following information: a comparison of actual accomplishments to the goals and objectives described in the Grant Application as such are established for the period and any significant findings; reasons why established goals were not met, if applicable; and other pertinent information including, where appropriate, analysis and explanation of cost overruns or projected changes in time or funding needed for completion of project objectives.
- 3. A general project timeline of milestones is listed or incorporated herein.
- 4. Interim Reports
  - a. The Grantee shall submit one copy of the interim report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator on or before 1 February 2025, using the attached template in Exhibit B.
- 5. Final Project Report
  - a. The Grantee shall submit one copy of the final project report via email in PDF format to the Executive Director and the PSAP's assigned Regional Coordinator within 45 days after the end of the project period using the attached template in Exhibit B.
  - b. The final project report shall document and summarize the results of the work. It shall include detailing the activities, expenditures of the funds, and the ways in which the needs identified in the Grant Application were met. The final report shall be submitted within 45 days after the end of the project period, and shall be accompanied by supporting documentation for all expenditures of the Grant Funds.
  - c. The Grantee shall submit at the same time of the final report the final invoices to be reimbursed. The Grantee agrees that final invoices shall not be reimbursed by the Board until the final report is received and approved as meeting the requirements of Rule 09 NCAC 06C .0405(c).

## Exhibit B Interim and Final Grant Report Templates

- Use the Template language for both reports.
- Both reports must be submitted on the local government's letterhead with the date of submission.
- Both reports must be signed by <u>each</u> of the following: 1) the PSAP manager; 2) the locality's Finance Manager; and 3) the County or City Manager.

1. The Interim Report shall be submitted no later than February 1, 2025.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The portable radios contain the VIPER Statewide required template, as defined in the State Interoperability Executive Committee's SOG.

Once activated on the VIPER system, we will submit a completed copy of the subscriber unit activation request form as a pdf to the PSAP's assigned Regional Coordinator. *If the PSAP has already submitted the information, use this alternative language:* The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

Only applicable if the PSAP has not yet placed its radio order: <u>The PSAP understands that failing</u> to place its order for radios by February 5, 2025 means that it is not entitled to an extension pursuant to Section 5 of this Grant Agreement. Therefore, the PSAP understands that if it has not met the full extent of its obligations under this Grant Agreement, it will not be reimbursed by the Board and will have to pay for any purchases made in an attempt to fulfil its obligations under Grant Agreement with general funds.

2. The Final Report shall be submitted within 45 days of completing the project.

The {specific number and type of} radios were ordered on {date}. The total cost was {amount}. The contract included the purchase of {number} of radios, to include two chargers for each radio, programming, ARS encryption, and code plug, as well training for all PSAP staff members and maintenance for each portable radio for twelve months.

The radios and chargers were delivered {date}. Upon delivery, the programming, ARS Encryption, and code plug were installed.

Staff was trained by the vendor on  $\{date(s)\}$ .

The PSAP submitted to its Regional Coordinator a pdf of the completed copy of the VIPER subscriber unit activation request form on {date}.

The project is now complete. Final invoices were submitted on {date} or with this final report.

# Exhibit C Grant Application

Grantee's Grant Application is attached hereto and is incorporated by reference.



# 2023 Portable Radio PSAP Grant Application

PSAP Name: Cumberland County Emergency Services

PSAP Contact Name: Gene Booth

PSAP Contact Email: wbooth@cumberlandcountync.gov

PSAP Contact Phone Number: 910-678-7641

PSAP Address: 500 Executive Place Fayetteville, NC 28304

Date: 9/25/2023

Number of Board-approved seats: 11

Please double click in the cell to open the table. Once complete, close out the table to transfer data. \*\*\*The number of radios requested cannot exceed the number of Board-approved seats in the Primary PSAP.

	Number of	Per Radio	Total funds
Types of Radio Requested	Radios	Cost	requested
Motorola APX6000 700/800mhz	0	\$5,846.15	\$0.00
Motorola APX8000 700/800mhz/VHF/UHF Multiband	0	\$8,330.89	\$0.00
Tait TP9400 700/800mhz/VHF/UHF Multiband	0	\$3,154.50	\$0.00
Tait TP9600 700/800mhz/VHF/UHF Multiband	0	\$3,627.75	\$0.00
EF Johnson-Kenwood VP5000 700/800mhz	0	\$2,756.66	\$0.00
EF Johnson-Kenwood VP6000 700/800mhz	0	\$3,603.71	\$0.00
EF Johnson-Kenwood VP8000 700/800mhz/			
VHF/UHF Multiband	11	\$5,498.91	\$60,488.01
Harris XL-45 700/800mhz	0	\$2,486.25	\$0.00
Harris XL-95 700/800mhz	0	\$3,874.25	\$0.00
Harris XL-150 700/800mhz	0	\$3,574.25	\$0.00
Harris XL-185 700/800mhz	0	\$4,729.00	\$0.00
Harris XL-200 700/800mhz	0	\$6,506.75	\$0.00
Harris XL-400 700/800mhz	0	\$10,991.75	\$0.00

# By submitting this application, the above-named PSAP acknowledges and agrees to the following:

This grant opportunity is available only to Primary PSAPs.

The PSAP will make direct purchase of the desired radios from the PSAP's vendor of choice. The PSAP's locality will be reimbursed for the purchase.

The Primary PSAP will be required to enter into a grant agreement with the Board upon approval of the application. The grant agreement will give the PSAP approximately 14 months to purchase the radios and complete programming and staff training.

This grant opportunity will provide the following per approved seat:

- 1 portable radio (including two batteries)
- 2 chargers; one for the primary PSAP and backup PSAP
- Programming per radio cost, ARS Encryption, and Code Plug
- Training for PSAP staff on use of the new portable radios
- Maintenance for the first 12 months

The number of awarded radios will not exceed the number of Board-approved seats.

Each portable radio must be kept on the dispatch floor at a console in order to be available for use by telecommunicators. The portable radios will not be kept elsewhere within the PSAP, including supervisor offices.

The radios may only leave the Primary PSAP when taken directly from the Primary PSAP to a Board-approved Backup PSAP.

The radios will be maintained exclusively for the Primary's PSAP use. The PSAP will not share, gift, loan, or otherwise allow the use of any of the grant-awarded portable radios by other PSAPs, agencies, or departments, including those that the PSAP dispatches for or that are otherwise affiliated with the PSAP.

The PSAP understands that the radios may be checked during PSAP assessments or Board staff visits to ensure that all Board-awarded portable radios are on premises.

All portable radios purchased through this program must contain the VIPER Statewide required template as defined in the State Interoperability Executive Committee's SOG, in addition to whatever local talk groups the PSAP deems appropriate to its jurisdiction.

Once activated on the VIPER system, each PSAP must submit a completed copy of the subscriber unit activation request form as sent to the VIPER Network Operations Center. The completed request form will become an addendum to the executed Grant Agreement. The submission of the pdf will be required prior to any reimbursement by the Board.

The PSAP must pay for anything related to the radios that exceed the amount approved by the Board.

After the first year, the PSAP will pay for all maintenance for the radios out of its general fund. The PSAP understands that the maintenance will not be ETSF eligible.

The PSAP agrees that it will keep the radios for at least 36 months. It will not resell them or give them away to any other entity. If the PSAP does not retain the radios on the PSAP premises for at least 36 months, it will reimburse the Board pursuant to Rule 09 NCAC 06C .0405.

## The applicant PSAP must email this completed application form by 5 p.m. on Friday, September 29, 2023, to 911comments@its.nc.gov

Board Internal Use Only:

- ⊠ Regional Coordinator reviewed for accuracy.
- $\boxtimes$  Financial Review Specialist reviewed for accuracy.
- ⊠ Executive Director reviewed for accuracy and forward to legal counsel for preparation of Grant Agreement.



NORTH CAROLINA

# OFFICE OF THE COUNTY ATTORNEY

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: COUNTY ATTORNEY
- DATE: 3/12/2024

## SUBJECT: PROOF OF PUBLICATION OF NOTICE OF PUBLIC HEARING HELD MARCH 4, 2024

## **BACKGROUND**

The attached proof of publication is for the public hearing held March 4, 2024, for the sale and exchange of a lot and two strips of property adjoining Research Drive in the Cumberland Industrial Center to accommodate the expansion of Fayetteville Steel. The proof of publication must be maintained as a permanent record and was placed on the agenda to be recorded in the minutes of this meeting for that purpose. It had not been received from the *Fayetteville Observer* before the meeting at which the public hearing was held.

## **RECOMMENDATION / PROPOSED ACTION**

This matter was placed on this agenda to create a permanent record in the minutes. No board action is required.

## ATTACHMENTS:

Description Proof of Publication for Public Hearing Held March 4, 2024 Type Backup Material



#### PO Box 631697 Cincinnati, OH 45263-1697

## **PROOF OF PUBLICATION**

County Attorney's Office/Legal Dept. Cumb Co Attorney'S,Myra Brooks Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

#### 02/23/2024

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C. Sworn to and subscribed before on 02/23/2024

M	mm	
Legal Clerk	Keegan	leman
Notary, State of WI	, County of Brown	2.14.28
My commission exp	pires	11
Publication Cost:	\$147.15	
Order No:	9874959	# of Copies:
Customer No:	744407	0
PO #:	LWLM0064392	
THIS IS NOT	AN INVOICE!	

Please do not use this form for payment remittance.



# CUMBERLAND COUNTY BOARD OF COMMISSION-ERS NOTICE OF PUBLIC HEARING

Take notice, the Cumberland **County Board of Commission**ers will hold a public hearing March 4, 2024, at 9:00 a.m. in Room 118 of the Cumberland County Courthouse, 117 Dick Street, Fayetteville, to receive public comments on the board's intent to sell for \$5,000 the parcel identified as Outparcel A on the plat recorded in Plat Book 95 at page 128, and exchange a strip of land to be subdivided from the parcel with PIN 0423982018 for a strip of land 50' in width to be subdivided from the parcel with PIN 0423897739, all located within or adjacent to the Cumberland Industrial Center near the intersection of Tom Starling Road and Research Drive. The sales price is \$5,000 and other consideration, and the board finds this is the fair market value of the land to be conveyed, subject to certain conditions, with no jobs to be created on the property to be conveyed. Further details of the sale can be found in the Resolution of Intent adopted by the board February 19, 2024. February 23, 2024 Andrea Tebbe, Clerk to the Board February 23 2024 LWLM0064392



NORTH CAROLINA

## ENGINEERING AND INFRASTRUCTURE DEPARTMENT

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 3/14/2024

## SUBJECT: APPROVAL OF CONTRACT FOR PRODUCTION DRIVE EXTENSION AND SITE PREPARATION FOR SANDHILLS ROAD INDUSTRIAL SITE

## **BACKGROUND**

On September 18, 2023, the Board approved a bid award for a construction project for site preparation for the Sandhills Industrial Site and the extension of Production Drive to Barbour Brothers Construction, Inc., as the lowest responsive responsible bidder at \$1,099,909. The project scope requires clearing, grading, roadway construction, erosion control, storm drainage, all incidentals, and appurtenant accessories.

This project is funded with grants from the Golden Leaf Foundation in the amount of \$937,000 and the North Carolina Department of Commerce, North Carolina Southeast (NCSE) in the amount of \$262,000. The NCSE grant may not be used for road construction, so in order to remain within budget, the construction staking and a portion of the contingency were removed from the project.

Staff have negotiated a contract with Barbour Brothers for this project for \$1,014,158.50. The contract has undergone Preaudit and Legal Review, and has been deemed legally sufficient.

## **RECOMMENDATION / PROPOSED ACTION**

Staff recommends approval of the contract for the Production Drive Extension and the Sandhills Industrial Site preparation to Barbour Brothers Construction, Inc., as the lowest responsive responsible bidder.

## **ATTACHMENTS:**

Description Project Contract Project Bid Tab Type Backup Material Backup Material

#### CONTRACT

THIS CONTRACT, made the <u>8<sup>th</sup></u> day of <u>September</u>, 2023 between the County of Cumberland, a body politic and a subdivision of the State of North Carolina, hereinafter referred to as COUNTY, and <u>Barbour Brothers</u> <u>Construction, Inc.</u>, a business located at <u>2496 Highway 581 North, Pikeville NC 27863</u> hereinafter referred to as CONTRACTOR.

#### WITNESSETH:

THAT WHEREAS, a contract for <u>CUMBERLAND COUNTY PRODUCTION DRIVE EXTENSION AND</u> <u>SANDHILL ROAD INDUSTRIAL SITE</u> has recently been awarded to CONTRACTOR by the COUNTY, at and for a sum of: ONE MILLION FOURTEEN THOUSAND ONE HUNDRED FIFTY-EIGHT DOLLARS AND FIFTY CENTS (**\$1,014,158.50**) as shown in the Proposal attached hereto:

AND WHEREAS, it is provided in said award that a formal contract would be executed by and between CONTRACTOR and the COUNTY, evidencing the terms of said award, and that CONTRACTOR would commence the work to be performed under this agreement on a date to be specified in a written order by the COUNTY, and would fully complete all work within **210 consecutive calendar days** from the date the Notice to Proceed is issued, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY,

The CONTRACTOR has completed all services required.

The CONTRACTOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the CONTRACTOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the CONTRACTOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

NOW, THEREFORE, CONTRACTOR doth hereby covenant and agree with the COUNTY that it will well and faithfully perform and execute such work and furnish such labor, materials, equipment, apparatus, and supplies, in accordance with each and every one of the conditions, covenants, stipulations, terms, and provisions contained in said Specifications and in accordance with the Plans, at and for a sum named therefore in the Proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon it by said Plans and Specifications and the terms of said award.

CONTRACTOR shall promptly make payments to all persons supplying materials in the prosecution of the work, and to all laborers and others employed thereon.

CONTRACTOR shall be responsible for all damages to the property of Cumberland County and other utilities that may be consequent upon the normal procedure of its work or that may be caused by or result from the negligence of the CONTRACTOR, its employees or agents, during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. CONTRACTOR must restore all property so injured to a condition as good as it was when CONTRACTOR entered upon the work.

CONTRACTOR shall furthermore be responsible for and required to make good at its expense any and all damages of whatever nature to persons or property, arising during the period of the Contract, caused by carelessness, neglect, or want of due precaution on the part of the CONTRACTOR, its agents, employees or workmen. CONTRACTOR shall also indemnify and save harmless the COUNTY, and the officers and agents thereof from all claims, suits, and proceedings of every name and description which may be brought against the COUNTY, or the officers and agents thereof, for or on account of any injuries or damages to persons or property received or sustained by any person or persons, firm or corporation, or by or in consequence of any materials used in said work or by or on account of any



improper material or workmanship in its construction, or by or on account of any accident, or any other act or omission of CONTRACTOR, its agents, employees, servants, or workmen.

It is agreed and understood that the Advertisement for Bids, Instructions To Bidders, the General Conditions, the Specifications, the accepted Proposal, and the enumerated addenda and drawings are parts and parcels of this Contract, to the same extent as if incorporated herein in full.

It is further mutually agreed that, if at any time after the execution of this agreement and if required, the surety bond hereto attached for its faithful performance, the COUNTY shall deem the surety or sureties upon such bond to be unsatisfactory, or if, for any reason, such bond ceases to be adequate to cover the performance of the work, CONTRACTOR shall at its expense, within five days after the receipt of notice from the COUNTY so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the COUNTY. In such event no further payment to CONTRACTOR shall be deemed to be due under this agreement until new or additional security for the performance of the work shall be furnished in manner and form satisfactory to the COUNTY.

And the COUNTY doth hereby covenant and agree with CONTRACTOR that it will pay to CONTRACTOR, when due and payable under the terms of said Specifications and said award, the above-mentioned sum, and that it will well and faithfully comply with and perform each and every obligation imposed upon it by said Specifications and the terms of said award.

CONTRACTOR shall upon completion of all work awarded under this Contract, furnish to the COUNTY, invoices or copies of invoices for all materials purchased for said work and such invoices shall state the amount of North Carolina sales tax paid for said materials. CONTRACTOR shall furnish the COUNTY an affidavit certifying the total costs of materials purchased for all work performed under the Contract and the total amount of North Carolina sales tax paid for said materials.

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

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.

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.

Whenever used herein, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders as the context may require.

IN TESTIMONY WHEREOF, CONTRACTOR and the COUNTY have duly signed and sealed this Contract.

(Imprint corporate seat below this line) By: Toel Barbour President Title: ice

ATTEST:

TTEST: ATTEST:

This instrument has been Pre-audited in the manner Required by the local Government Budget and

Fiscal Control Act.

**County Finance Office** 

COUNTY OF CUMBERLAND

Glenn Adams, Chairman

Approved for Legal Sufficiency upon formal execution by all parties

Bid anod approved by the Bid anod approved by the BOC 9/18/23. a

#### INVITATION FOR PROPOSALS

## CUMBERLAND COUNTY PRODUCTION DRIVE EXTENTION & SANDHILL RD. INDUSTRIAL SITE

#### May 2023 Cumberland County, North Carolina

Pursuant to Section 143-131 of the General Statutes of North Carolina, sealed proposals are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Hearing Room #3 in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at anytime before 10:00 a.m. on Monday, June 5<sup>th</sup>, 2023 and then publicly opened in the Office of the Cumberland County Engineering & Infrastructure Department of the Historic Courthouse and read for construction of the proposed:

Construction of Production Drive Extension & Site preparation for an Industrial Site to include clearing, grading, roadway construction, erosion control, storm drainage and all incidentals and appurtenant accessories.

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine Walker, Engineering and Infrastructure Director, Cumberland County, 130 Gillespie Street, Hearing Room #3, Fayetteville, North Carolina 28301. The outside of the envelope must be marked "CUMBERLAND COUNTY – PRODUCTION DRIVE EXTENTION & SANDHILL RD. INDUSTRIAL SITE" and shall indicate the name, address and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

Each proposal shall be accompanied by a cash deposit or certified check drawn on some bank or trust company insured by Federal Deposit Insurance Corporation, of an amount equal to not less than 5 percent of the proposal or in lieu thereof a bidder may offer a bid bond of 5 percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or given to satisfactory surety as required by law.

Performance and Payment Bonds are required in the amount of 100% of the contract amount and shall be furnished by the Contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be observed in receiving, reading, and awarding of contracts. All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

**Note:** The Bidder shall identify <u>on its Bid Proposal</u> the minority business participation it will use on the project (*Identification of Minority Business Participation*) form and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for Public Utilities (H) or Unclassified Contractor with Limited as *required by the NC General Contractors Licensing Board under G.S.* 87-1.

**Note:** Under GS 87-1, a contractor that <u>superintends or manages</u> construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

All Contractors are notified that North Carolina Documents are open to public inspection at the Cumberland County Engineering & Infrastructure Department's Office, 130 Gillespie Street, Room 214, Fayetteville, North Carolina and Moorman, Kizer & Reitzel, Inc., 115 Broadfoot Avenue, Fayetteville, NC. Plans and specifications including Contract Documents are available on request from Moorman, Kizer & Reitzel, Inc., 115 Broadfoot Avenue, Fayetteville, NC. Contractors must submit a <u>\$100.00</u> deposit which will be fully refunded to all Contractors submitting a bona-fide proposal provided plans and specifications are returned in good condition within five (5) days after receiving bids. Contractors who do not submit a bid or equipment and material suppliers returning the plans and specifications in usable condition will be refunded one-half of their deposit. Checks are to be made out to Moorman, Kizer & Reitzel, Inc.

The County of Cumberland reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply fully with the requirements of G.S. Section 143-129, as amended.

No bids may be written after the scheduled closing time for the receipt of proposals for a period of sixty (60) days.

# CUMBERLAND COUNTY, NORTH CAROLINA

Jermaine Walker, Engineering and Infrastructure Director

## FORM OF PROPOSAL

# CUMBERLAND COUNTY PRODUCTION DRIVE EXTENTION & SANDHILL RD. INDUSTRIAL SITE CUMBERLAND COUNTY, NORTH CAROLINA

## To: CUMBERLAND COUNTY NORTH CAROLINA

The undersigned hereby signifies that the Bidder's intention and purpose to enter into a Formal Contract with the County of Cumberland, to furnish and perform all labor, materials, tools, equipment, apparatus, supplies, etc., required and to do all the work necessary for and because of the construction, erection, and/or installation of the proposed

## CUMBERLAND COUNTY PRODUCTION DRIVE EXTENTION & SANDHILL RD, INDUSTRIAL SITE

There is deposited, herewith, cash, cashier's check or a certified check in the amount of <u>Bid Bond</u> dollars (\$ <u>Bid Bond</u>) or a Bid Bond in the amount of five percent (5%) of the total aggregate amount of this Bid for each contract (if applicable) made payable to the Owner, the same to be refunded to the undersigned under the conditions of and in accordance with the terms of the Instructions to Bidders and this Proposal which are as follows:

THAT: The undersigned carefully examined the Instruction to Bidders Special Provisions and the Specifications and Plans and this Form of Proposal and the Contract Documents and fully understands them and acknowledges receipt of all Addenda issued.

THAT: The undersigned carefully examined the site or sites of the project or projects and is familiar with the conditions under which the work, or any part of it, is to be done and the conditions which must be fulfilled in furnishing and/or installing, erecting or constructing of any or all items of the project.

THAT: The undersigned will provide all necessary tools, machinery, apparatus, and all means necessary to do all work will furnish all materials, equipment, apparatus, and all else necessary to complete such Contract as may be entered into, and in the manner prescribed in the Contract and Specifications and according to the Plans and requirements under them of the Engineer, in the first class manner.

THAT: The right of the County of Cumberland and the recommendations of the Engineer are not to be questioned in the award of Contract.

THAT: It is the intention of the County of Cumberland subject to the conditions set forth, to award contracts for the project on the basis of bids received at this letting and in such manner as they may decide as being in the best interest of the County.

THAT: The undersigned shall submit, in blank spaces provided, all data, guarantees and other information called for.

THAT: The undersigned shall submit, herewith, drawings, shop drawings, material submittals or samples and Specifications showing and describing in detail the equipment and/or apparatus which the undersigned proposes to furnish.

THAT: This Proposal shall be signed and submitted in the manner prescribed in the Instructions to Bidders.

THAT: Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rule and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as Bidder deems necessary.

THAT: Should this Proposal be accepted by the County and the undersigned fail or neglect to execute such Contract with the County of Cumberland and to furnish the required bond within ten (10) days after receiving a notification from the County that such Proposal was accepted, the above amount of <u>Bid Bord</u> dollars (<u>Bid Bord</u>) deposited herewith shall be retained as liquidated damages. The County reserves the right to extend the time allowed for executing the Contract and furnishing the bond.

THAT: The County reserves the unqualified right to reject any or all proposals.

THAT: On being awarded the Contract, the undersigned will execute a Performance and Payment Bond, satisfactory to the County of Cumberland on the form included hereinafter, equal to one hundred percent (100%) of the Contract price, as surety for the faithful performance of the Contract.

THAT: The Performance Bond and Payment Bond shall be written by a bonding firm approved by the County of Cumberland.

THAT: A proposal made by a corporation must be signed by its proper officers in a legal manner and its official address stated herein.

THAT: A proposal made by a firm shall be signed with the name of each member of said firm and the firm name added, with the official address of said firm.

THAT: The undersigned will complete such Contract as is hereby proposed to enter into within the time stated in the Notice to Proceed and stipulated in the Contract Documents.

THAT: That the General Contractor shall be designated and act as the Project Expediter as outlined in the General Conditions.

THAT: The unit price quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of charges in scope of the work all in accordance with the Contract Documents.

THAT: That quantities are estimated and are not guaranteed; they are solely for comparing Bids and establishing the total Bid amount. The Contract Price will be modified by Change Order, and final payment will be based on the quantities of work actually furnished and installed by the successful Bidder.

THAT: The undersigned proposes to enter into a contract in accordance with this Proposal and the Plans and Specifications and the Contract Documents attached together with all appurtenances, for the County of Cumberland, NC for the following price or unit price:

,		Estimated			
No	Item	Quantities	Unit	Unit Price	Cost Extension
	PRODUCTION DRIVE & SANDHILL RD INDUSTRIAL SITE				
1	Mobilization and Demobilization Roadway	F-1	ΓS	12,000.00	12,000.00
7	affic Control and Traffic Control Plan Roadway	1	ΓS	500.00	500.00
6		5.53	AC	4,800.00	26,544.00
)	a four thousand eight hundred dollars and Zero cent per acre		130		
4	Strip Topsoil from Roadway (Stockpile excess onsite)	2944	č	00. J	00.199,11
S	Copsoil Roadway	2474	CY	9.0	17,318.00
6	seding-Roadway (NOA)	4.66	AC	4,000.00	19,640.00
r		3820	CY	00 8	30,560.00
~	() Eight dollars and zero cent per cubic yard				10 010 0
∞	DITOW EXCa	334	СХ	78.00	00.7C5'L
6		100	СХ	48.00	4,800.00
	a fourty cight dollars and zero cent per cubic yard				
10	11 5	7	EA	6,150.00	00.00C,21
11	nporary Skimmer Basin #1 -Roadway		FS	30,000.00	30,000.00
12	nporary Skimmer Basin #2 - Roadway	1	TS	21,500.00	21,500.00
13	Temporary Skimmer Basin #3 - Roadway	Γ,	TS	32,250.00	32,250.00
14	nd tero cent		LS	2 H, 000. 00	24,000.00
15		825	LF	9.1	5,715.00
16	mporary	10	EA	402.00	4,050.00

PROPOSAL

PRODUCTION DRIVE EXTENTION & SANDHILL RD INDUSTRIAL SITE

PAGE 4 OF 10

Item		Estimated	Unit	Unit Price	Unit Price Cost Extension
No.	ltem	2 VC	ЦД	N N T	5 955 DD
17	12" coir log staked across ditch- Roadway	† 7	ç T	00.011	
		10	EA	115.00	2.750.06
18	18" coir log staked across ditch- Koadway	5		4	
		166	LF	88.00	14,608.00
19	18" CL IV KCF - ROBOWAY				
		383	LF	114.00	43,662.00
	24" CL IV RCP - Roadway				
i		31.6	SY	108.00	3,412.80
77	Class A kip kap - Noauway				
		1.8	SY	275.00	495.00
7.7	Class B Kip Kap - Ruauway				
	rmor – Roadwav	7	EA	3,800.00	26,600.00
57	21 LONG DIVERSION DENIN WOLLTING THE FUNCTION DET EACH				
		2192	SΥ	3.00	6,576.00
24	Straw w/Net ditch Liner (Will Shear value 0) - 10000 methods and per square yard				
	winhend (A) Coulour at the state	1000	SΥ	8. 5	4.000.00
25	NCDOT approved Synthetic Ditch Liner (IVIII) Shear Value 2.000 - 100au way			3	5
		1401	Ton	53.00	74,253.00
26	6" Compacted Aggregate Base Course Surface, 13 wine, work of the per ton				
1		2	EA	4,700.00	9,400.00
27	20' Wide double gate 4 Iteigui - Noauway				
28		20	LF	16.00	1,560.00
2	a country cight dellars and tere cent				
	Lunas				03. PIL OLH

PROPOSAL

N PAGE 5 OF 10

PRODUCTION DRIVE EXTENTION & SANDHILL RD INDUSTRIAL SITE

PROPOSAL

ON PAGE 6 OF 10

PRODUCTION DRIVE EXTENTION & SANDHILL RD INDUSTRIAL SITE

SUBTOTAL PART A ROADWAY SUBTOTAL PART B SITE

\$ 629,189.00

\$ 470,719.80

TOTAL BASE BID PART A & PART B \$ (,099,908.80

PROPOSAL

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PRODUCTION DRIVE EXTENTION & SANDHILL RD INDUSTRIAL SITE

PAGE 7 OF 10

The undersigned hereby certifies that he is a licensed Contractor under the provisions of Several Acts of the North Carolina Legislature, as amended regulating the practice of General Contracting, and that his license number is <u>75557</u> (License Number)

COMPANY Borbour Brothers Construction Inc

An individual Contractor is required to furnish his social security number and a proprietorship, partnership and corporation are required to furnish their employer identification number to the County of Cumberland. Please indicate this information on this Bid Form as Follows:

Social Security Number:\_\_\_\_\_

Federal Employer Identification Number: 45-4540006

Respectfully submitted this <u>5</u><sup>th</sup> day of <u>June</u>, 20<u>13</u>.

	Borbour Brothers Construction Inc (Name of Firm or Corporation making bid)	
Witness (Proprietorship of Partnership)	By: Justin Barbour Title: VP (Owner, Partner, or Corp. Pres. or Vice-Pres. only)	
Attest: By Title Corp Sec	Address: PD Box 95 Pikeville NC 27863	
(Corp. Sec. or Asst. Sec. Only)	License No.: 75557 (Corporate Seat)	*
Addenda Received and Used in Computing Bids (Initial as appre	opriate)	
Addenda No. 1 Addenda No. 2	Date	
Addenda No. 3		

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## NORTH CAROLINA CUMBERLAND COUNTY

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I,  $\underline{\text{Kitzi}}$  Bass, A Notary Public for said County and State, do hereby certify that  $\underline{\text{Justin Barbour}}$  Personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal,	this the 5 Day of June 2023.
(Official Seal)	Kithe & Ban
Manual M	Notary Public
Notary Public Wayne County	
Notary Public Wayna County County	

# PRINCIPAL SUBCONTRACTORS AND/OR SUB-BIDDERS

The Prime Contractor states that his Bid is based on quantities received from the following Subcontractors for the various categories of work listed which may exceed 5% of the Contract work; the Prime Contractor agrees that if he is the successful Bidder and if the listed Subcontractors are approved by the Designer, he shall contract with the approved listed Subcontractors for the performance of this work. The total amount of subcontracted work cannot exceed 50% of the Contract Amount.

Subcontractors Name	Type of Work	% of Contract Amount
		۰ 

# THIS FORM SHALL BE SUBMITTED WITH PROPOSAL

Barbour Brothers Construction Inc Company

Bidder's Signature

VP

Title

## **NON-COLLUSIVE AFFIDAVIT**

State of North Carolina

County of Wayne

being first duly sworn, deposes and says that: Justin Barbour

- officer (1)He/she is the (Owner, Partner, Officer, Representative or Agent) the BIDDER that Barbour Brothers Construction Inc of has submitted the attached BID;
- He is fully informed respecting the preparation and contents of the attached BID and of all (2)pertinent circumstances respecting such BID;
- Such BID is genuine and is not a collusive or sham BID; (3)
- Neither the said BIDDER nor any of its officers, partners, owners, agents, representatives, (4)employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm, or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost elements of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County of Cumberland, NC, or any person interested in the proposed Contract;
- The price or prices guoted in the attached BID are fair and proper and are not tainted by any collusion, conspirately complexes, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit PUBLIC <math>PUBLIC PUBLI(5)



Subscribed and sworn to before me this <u>24th</u> day of <u>Mov</u> 20 23.

Henry Y. Cattonech allerery My commission expires 01-30-2028 (Notary Public)

## NONDISCRIMINATION CLAUSE

It is specifically agreed as part of the consideration of the signing of this Contract that the parties hereto, their agents, official, employees or servants will not discriminate in any manner on the basis of age, handicap, race, color, creed, sexual orientation or national origin with reference to the subject matter of this Contract, no matter how remote.

This provision being incorporated for the benefit of the County of Cumberland and its residents may be enforced as set out in said ordinances, enforcement of this provision shall be by action for specific performance, injunctive relief, or other remedy as by law provided.

This provision shall be binding on the successors and assigns of the parties hereto with reference to the subject matter of this Contract.

(Use the following form for signatures by a CORPORATION):

(Assistant Secretary)

Joel Barbour

(Printed Name)

(Corporate Seal)

(Use the following form for signatures by an INDIVIDUAL):

(SEAL) By:

(Printed Name)

WITNESS:

(Printed Name)

**PRODUCTION DR. EXTENTION** & SANDHILL RD. INDUSTRIAL SITE Barbour Brothers Construction Inc Corporate Name

VP (Vice) President

(Printed Name)

<b><u>FIFICATES</u></b>
VIZATION AND AUTHORITY
h Carolina
fae
being the first duly sworn on oath
Bidder on the attached Bid proposal is organized as indicated below and that all statements of such Bidder and that this deponent is authorized to make them. (Fill Out Applicable Paragraph)
n organized and existing under the laws of the State of <u>North Carolina</u> which me of <u>Darbour Brothers Construction</u> , Tand the full names of its officers are
<b>`</b>
where the second s
hip consisting of individual partners whose full names are as follows:
ness under the legal name of:
al whose full name is:
rade name, said trade name is as follows:
address of the Bidder is as follows;
The Phone No. is
Bidder:
before me this $\Omega H$ day of $M \Omega Y$ , 2023.
Co. Uchnoton Ny Commission Expires: 01-30-2028
Agela_Barbowr   Is Allow Barbowr   Is authorized to sign construction proposals and Contracts? Se seal. The is authorized to sign construction proposals and Contracts? Se seal. The is authorized to sign construction proposals and Contracts? Se seal. The is authorized to sign construction proposals and Contracts? Se seal. The is authorized to sign construction proposals and Contracts? Se seal. The is authorized to sign construction proposals and Contracts? Set is Boarbowr Set is authorized to sign construction proposals and Contracts? Set is hereto attached. (Strike out this last sentence if not applicable.) hip consisting of individual partners whose full names are as follows: In the legal name of: al whose full name is: al whose full name is: a ddress of the Bidder is as follows;

PRODUCTION DR. EXTENTION & SANDHILL RD. INDUSTRIAL SITE

PAGE 1 OF 1

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AFFIDAVIT

## EOUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract the Contractor agrees as follows:

- The Contractor will not discriminate against any employee or applicant because of 1. race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.
- The Contractor will, in all solicitations for employees placed by or on behalf of the 2. Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under the Equal Employment Opportunity Section of this Contract, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- In the event of the Contractor's noncompliance with the nondiscrimination clauses of 4. this Contract or with any such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further OWNER Contracts.
- The Contractor will include the provisions of this section in every subcontract or 5. purchase order unless exempted by rules, regulations, or orders of the OWNER so that such provisions will be binding upon each Subcontractor or vendor.

wing form for signatures by a CORPORATION): (Use the fol EST AT By: (Assistant) Secretary

Corporate Name Burbour Brothers Construction Inc (Vice) President

(CORPORATE SEAL)

(Use the following form for signatures by an INDIVIDUAL):

WITNESS:

By:\_\_\_\_\_(Seal)

### ACKNOWLEDGMENT

(See the following form for acknowledgment signature by a Corporation):

NORTH CAROLINA

(Enter correct State and County if different than shown.)

Wayne COUNTY

I, Kennya P. Castaneda Alcocer, a notary public	in and for the aforesaid	State and County,
certify that Judin Barbour pe	rsonally appeared befor	e me this day and
acknowledged that he is (Asst.) Secretary of Bowbows ?	brothers Construction	Trvc., a
corporation, and that by authority given and as the act of was signed in its maine by its (Vice) President, sealed with	the corporation, the for	egoing instrument
was signed in its parise by its (Vice) President, sealed with	i its corporate seal, and a	attested by himself
as its (Asst.) Secretary. WITEESS my hand and notarial seal this $24^{\text{M}}$ day of	Ŷ	
OTAR		
WETRESS my hand and notarial seal this <u>24</u> <sup>m</sup> day of	May	, 20 <u>23</u> .
EX AUBLIC X	·	
FILE NS FON COUNTERING	Kunnys P. Costa	reda Mapping
My commission expires 01-30-2028	N	lotary Public

(SEAL)

(Use the following form for acknowledgment signature by a partnership or an individual.)

NORTH CAROLINA

(Enter correct State and County if different than shown.)

COUNTY

I, the undersigned Notary Public, do hereby certify that personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 20

My commission expires	Notary Public
(SEAL)	

# GUIDELINES FOR RECUITMENT AND SELECTION OF MINORITY BUSINESSES FOR PARTICIPATION IN COUNTY CONSTRUCTION CONTRACTS

In accordance with N.C.G.S. 143-128, these guidelines establish goals for minority participation in single-prime and separate-prime County building construction contracts. The Board of Commissioners has determined that the County shall have a verifiable fifteen percent (15%) goal for participation by minority business enterprises (MBEs) in the total value of each building construction project in excess of \$100,000 for which a contract or contracts are awarded. These guidelines are published to accomplish this end.

#### SECTION 1 INTENT

It is the intent of these guidelines that the County of Cumberland, as awarding authority for building construction projects, and the contractors and subcontractors performing the building construction contracts awarded shall cooperate and in good faith do all things legal, proper and reasonable to achieve the County goal of fifteen percent (15%) for participation by minority businesses in each construction project. Nothing contained in these guidelines shall be considered to require the County to award contracts or to make purchases of materials or equipment from minority-business contractors who do not submit the lowest responsible bid or bids. Work contracted in an emergency and which could not have been anticipated is excluded as a part of this program.

#### SECTION 2 DEFINITIONS

- 1. <u>Minority</u> A person who is a citizen or lawful permanent resident of the United States and who is:
  - a. Black, that is, a person having origins in any of the black racial groups in Africa.
  - b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, the Pacific Islands;
  - d. American Indian or Alaskan Native, that is, a person having origins in any of the original peoples of North America; or
  - e. Female.
- 2. <u>Minority Business Enterprise (MBE)</u> means a business:
  - a. In which at least fifty-one percent (51%) is owned by one or more minority persons, or in case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons; and

- b. Of which the management and daily business operations are controlled by one or more of the minority persons who own it.
- 3. <u>Bidder</u> Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract.
- 4. <u>Contract</u> A mutually binding legal relationship or any modification thereof obligating the seller to furnish equipment, materials or services, including construction, and obligating the buyer to pay for them.
- 5. <u>Contractor</u> Any person, firm, partnership, corporation, association, or joint venture which has contracted with the County to perform construction work or repair.
- 6. <u>Subcontractor</u> A firm under contract with the prime contractor for supplying labor. The subcontractor may or may not provide materials in his subcontract.
- 7. <u>Vendor</u> A supplier of materials or equipment.
- 8. <u>Professional Services</u> A provider of surveying, engineering, material testing services, etc.
- 9. <u>Verifiable Goals</u> means:
  - a. For purposes of separate-prime contract system, these County adopted written guidelines specifying the actions that will be taken to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; and
  - b. For purposes of single-prime contract system, these County adopted written guidelines specifying the actions that the prime contractor must take to ensure a good faith effort in the recruitment and selection of minority businesses for participation in contracts awarded; the required actions must be documented in writing by the contractor to the County.

#### SECTION 3 RESPONSIBILITIES

- 1. <u>County of Cumberland</u> the County of Cumberland will be responsible for the following:
  - a. To obtain, maintain, and publish to bidders a current list of available MBEs. The list shall include the areas of work in which each MBE is qualified and shall be bound in the specifications for each applicable county construction project.
  - b. To publicize through Fayetteville Minority Business Development Center (FMBDC) and similar organizations the contracting opportunities available for each County construction project.

- c. To work with the North Carolina Minority Business Development Agency and local Minority Business Enterprises to assist potential Minority Business Enterprises in obtaining certification as MBE.
- d. To determine the apparent low bidders' compliance with the MBE compliance provisions in the proposal. Compliance with these provisions is required if the bid is to be considered responsive. The County reserves the right to reject any or all bids and to waive informalities.
- e. To notify MBEs of potential contracting opportunities listed in invitations for bids. The notification shall include the following:
  - (1) A description of the work for which the bid is being solicited.
  - (2) The date, time and location where bids are to be submitted.
  - (3) The name of the individual who will be available to answer questions about the project.
  - (4) Where bid documents may be reviewed.
  - (5) Any special requirements that may exist, such as insurance, licenses, bonds and financial requirements.
- g. To maintain documentation of any contracts, correspondence or conversation with MBE firms made in an attempt to meet the goals.
- 2. <u>Prime Contractor(s)</u> Under the single-prime contract system and the separate prime contract system, the prime contractor(s) will:
  - a. Make reasonable effort to award fifteen percent (15%) of the total value of the contract to MBE's.
  - b. Identify or determine those work areas of a subcontract where MBEs may have an interest in performing subcontractor work.
  - c. At least ten (10) days prior to the scheduled day of bid opening for lump sum bids or three (3) days for unit price bids, notify MBEs of potential subcontracting opportunities listed in the proposal. The notification will include the following:
    - (1) A description of the work for which the subbid is being solicited.
    - (2) The date, time and location where subbids are to be submitted.
    - (3) The name of the individual within the company who will be available to answer questions about the project.

- (4) Where bid documents may be reviewed.
- (5) Any special requirements that may exist.

If there are more than three (3) MBEs in the area of the project, the contractor(s) shall notify at least three (3), in the proposed project area, but may contact more, if the contractor(s) so desires.

- d. During the bidding process, comply with the requirements listed in the proposal for minority participation and the MBE compliance provisions, Appendices A through D, attached.
- e. Submit with the bid a description of that portion of the work to be executed by MBEs expressed as a percentage of the total contract price.
- f. Upon being named the apparent low bidder, the bidder shall provide the necessary documentation as list in the contract documents showing efforts to comply with these guidelines and MBE compliance provisions. Failure to comply with procedural requirements as defined in contract documents may render that bid as a nonresponsive and may result in rejection of the bid and award to the next lowest responsible and responsive bidder.
- g. During the construction of a project, if it becomes necessary to replace an MBE subcontractor, advise the County of the circumstances involved.
- h. If during the construction of a project additional subcontracting opportunities become available, make a good faith effort to solicit subbids for MBEs.

#### 3. Minority Business Enterprise

- a. MBEs must be certified in order to participate in this program. MBEs should take advantage of the appropriate technical assistance that is made available through such organizations as the Minority Business Development Agency of the Small Business Development Division, North Carolina Department of Economic and Community Development, 300 N. Salisbury Street, Raleigh, North Carolina 27603-1360, phone (919) 733-7962 and FMBDC, Phone (919) 483-7513.
- b. Request placements on the County's MBE list by submitting the following information to the County of Cumberland, Attention: Jeffrey Brown, PE, Engineering and Infrastructure Director, P.O. Drawer 1829, Fayetteville, North Carolina 28302, Phone (910) 678-7633.
  - (1) Name, address and telephone number of company.

- (2) Type of business, products sold or services rendered; include catalogs and/or descriptive literature.
- (3) Person to be contacted within the company.
- (4) Brief company history and/or profile. Include the dollar volume of work that the firm is capable of undertaking.
- (5) Local customer list (if available).
- (6) Documentation showing that company is a MBE.
- (7) License number and/or limitations. All construction bidders must be properly licensed as required by Chapter 87 of the North Carolina General Statutes.
- (8) The area(s) of construction that the MBE has an interest in performing contract work, i.e., general construction, plumbing, electrical, or heating, ventilation, air-conditioning.

#### Section 4

In addition to these guidelines, there will be issued with each construction bid invitation MBE compliance provisions for MBE participation, attached as Appendices A through D.

#### SDBE COMPLIANCE PROVISIONS

# SDBE CONTRACT PROVISIONS (CONSTRUCTION)

#### APPLICATION

The requirements of the Guidelines for Recruitment and Selection of Minority Businesses for Participation in County Construction Contracts are hereby made a part of these contract documents. These requirements shall apply to all contractors regardless of ownership. Copies of the Guidelines may be obtained for the County of Cumberland, Attention: Jeffrey Brwon, PE, Engineering and Infrastructure Director, P.O. Drawer 1829, Fayetteville, North Carolina 28302, Phone (910) 678-7633.

#### SDBE COMPLIANCE

- 1. The Bidder shall provide, <u>with the bid</u>, the SDBE CONTRACT PROVISIONS (CONSTRUCTION), properly executed which signifies that the Bidder understands and agrees to the incorporated SDBE contract provisions.
- 2. The Bidder shall provide <u>with the bid:</u>
  - Affidavit B INTENT TO PERFORM CONTRACT WITH OWN WORKFORCE, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces; and
  - IDENTIFICATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION – This certifies that on this project the listed small disadvantaged business enterprises will be used as construction subcontractors, vendors, suppliers or providers of professional services. Enter zero dollars indicating no SDBE's are being used with this project; <u>or</u>
  - Affidavit A LISTING OF GOOD FAITH EFFORTS <u>AND</u> IDENTIFICATION OF SMALL DISADVANTAGED BUSINESS PARTICIPATION, as certification that those small disadvantaged businesses listed will be used on this project.
- 3. Upon being named apparent low Bidder, The Bidder shall provide:
  - Affidavit C PORTION OF WORK TO BE PERFORMED BY SMALL DISADVANTAGED FIRMS, if the portion of the work to be executed by SDBE's is <u>equal to or greater</u> than 10% of the Bidders total contract price; or,
  - Affidavit D GOOD FAITH EFFORTS, if the goal of 10% participation by SDBE's <u>is not</u> achieved.

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Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder. The county reserves the right to waive any irregularities in MBE documentation if they can be resolved prior to award of the contract, and the County finds it to be in the best interest to do so.

All written statements, certifications or intentions made by the bidder shall become a part of the agreement between the contractor and the County for performance of this contract. Failure to comply with any of these statements, certifications or intentions, or with the MBE Guidelines or MBE compliance provisions shall constitute a breach of the contract. A finding by the County that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the opinion of the County whether to terminate the contract for breach.

#### SUBCONTRACTOR PAYMENT REQUIREMENTS

North Carolina Statutes 143-134.1 (N.C.G.S.) states that the percentage of retainage on payments made by the prime contractor to the subcontractor shall not exceed the percentage of retainage on payments made by the County to the prime contractor. Failure to comply with this provision shall be considered a breach of the contract, and the contract may be terminated in accordance with the termination provisions on the contract.

The contractor shall provide an itemized statement of payments to each MBE subcontractor before final payment is process.

Date: 05-25-2023

Barbour Brothers Com	struction Inc
	(Name of Company)
Am Ala	
Attest:	(Signature) Justin Barbour (Above Name Typed or Printed)
_	<u>VP</u> (Title)

#### **MBE PROGRAM ADMINITRATIVE GUIDELINES**

In determining whether a contractor has made good faith efforts, the County will evaluate all efforts made by the contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. The County may take into account any or all of the following:

- 1. Whether the bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
- 2. Whether the bidder provided written notice to a minimum of three MBEs for each portion of the work subcontracted, that their interest in the contract was being solicited in sufficient time to allow the MBEs to participate effectively;
- 3 Whether the bidder followed up initial solicitations of interest by contacting MBEs to determine with certainty whether the MBEs were interested;
- 4. Whether the bidder selected portions of the work to be performed by MBEs in order to increase the likelihood of meeting MBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate MBE participation);
- 5. Whether the bidder provided interested MBEs with adequate information about the plans, specifications and requirements of the contract;
- 6. Whether the bidder negotiated in good faith with interested MBEs, not rejecting MBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

# Attach to Bid State of North Carolina --AFFIDAVIT B--- Intent to Perform Contract with Own Workforce.

County of <u>Wayne</u>	
Affidavit of Burbour Brothers Construction Inc	
(Name of Bidder)	
I hereby certify that it is our intent to perform 100% of the work required for the	
Cumberland County Production Dr. Extension + Sandhill Rd. Industrial Site COI	ntract.
(Name of Project)	

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

The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

Date: 05-25-2023 Name of Authorized Officer: Justia	Benbour
Signature:	Re
SEAL	
Notary Public <u>Munny 7. Castandel Marcher</u>	MOY 20 23 MOY 20 23 NOTAR L 10 NOTAR L 10 NO

# Identification of HUB Certified/ Minority Business Participation

### , Barbour Biothers Construction Inc (Name of Bidder)

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

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
Barbour Brothers Construction Inc PoBox 95 Pikeville NC 27B63 919 242 1267	Self Performing Plime	F	Y
1000x 75 114 CUITE NC 21065 242 1267			
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	-		
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			1
	-		
	-		

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

.

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 1,019,908.80

#### **BID BOND**

This is a Bid Bond that is subject to the provisions of Article 3 of Chapter 44A of the North Carolina General statutes.

This Bond is executed on	ne 5		nd is executed on June 5, 202	
The name of the PRINCIPAL is	Barbour Brothers Construction, Inc.	(1)		
_		(2)		
The name of the SURETY is	West Bend Mutual Insurance Company			

The County of Cumberland is the OWNER

The amount of the Bond is

Five Percent of Bid ------ (Dollars) (\$ 5% \_\_\_\_\_)

KNOW BY ALL MEN THESE PRESENTS, the Principal and Surety named are hereby held and firmly bound unto the above named OWNER in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the OWNER a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing, for the construction of:

#### CUMBERLAND COUNTY PRODUCTION DR. EXTENTION & SANDHILL RD. INDUSTRIAL SITE

#### NOW THEREFORE

- (1) If said Bid shall be rejected, or in the alternate,
- (2) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their property officers, the day and year first set forth above.

ATTEST:

(Principal Secretary) (SEAL)

Barbour Brothers Construction, Inc.

(Principal)

(3)Bv:

2496 NC 581 North, Pikeville NC 27863 (Address)

West Bend Mutual Insurance Company Surety

1900 S 18th Ave, West Bend, WI 53095 (Address)

Witness as to Principal

(Address)

ATTEST:

Kitzi Bass, Attorney-in-Fact

N.C. Resident Agent SEAL

Witness as to Surety

P.O. Box 127, Goldsboro NC 27533

(Address)

- (1) Correct name of Contractor
- (2) a Corporation, a Partnership or an individual, as the case may be
- (3) If Contractor is a Partnership, all partners should execute Bond

POWER OF ATTORNEY (ATTACH)

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#### THE SILVER LINING®

2546692 Bond No.

#### **POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kitzi Bass

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Unistopher C. Zwygart Christopher C. Zwygart Attest Secretary



Kevin A. Steiner Chief Executive Officer/President

State of Wisconsin County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this	5th day of	June	2023	
		WILLINSURY.	Alm. O	
		CORPORATE	Hotelle A Dunn	
		FE SEAL S	Heather Dunn	
		Wington CON S	Vice President – Chief Financial Officer	

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

Expiration Date 12/31/2023

Aurth Caralin

girphue No.

75557

Ticensing Tourd for General Contractors

This is to Certify That:

Barbour Brothers Construction Inc

Pikeville, NC

is duly registered and entitled to practice General Contracting Limitation: Unlimited

Classification: H (Grading & Excavating), PU(Water Lines & Sewer Lines)



until

December 31, 2023

uthen this Certificate expires. Witness our hands and seal of the Toard. Jated, Kaleiyh, N.C. 01/04/2023

This certificate may not be altered.

C. Hank Wiener Jiga Runuy erretary-Treasurer

Bond No. 2546692

#### PERFORMANCE BOND

Date of Execution:	December 4, 2023
	$(x,y) = (x-y)^{-1} ($
Name of Principal:	Barbour Brothers Construction, Inc.
(Contractor)	
Name of Surety:	West Bend Mutual Insurance Company
Name of Contracting Body:	County of Cumberland, NC
Amount of Bond:	e Million Fourteen Thousand One Hundred Fifty-Eight Dollars and Fifty Cents (\$1,014,158.50)
Project: Cumberland	County Production Dr. Extention & Sandhill Rd. Inddustrial Site

KNOWN ALL MEN BY THESE PRESENTS, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions there of that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body. Executed in \_\_\_\_\_\_ Five (5) \_\_\_\_\_\_ counterparts.

Witness:

(Trade or Corporate Name) (Proprietorship or Partnership) Title: (Owner, Partner or Corporate President or V-President ONLY) ATTEST: ecretary, or Assistant Secretary (Corporate (CORPORATE SEAI ONLY) SURETY COMPANY: West Bend Mutual Insurance Company By: Witness: Title:

WUQ. MINWA

N.C. Licensed Resident Agent

Countersigned:

Name and Address - Surety Agent

O'Berry & Lewis, Inc. PO Box 127 Goldsboro NC 27533

Surety Company Name and N.C. Regional or Branch Office Address

West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend WI 53095

**PRODUCTION DR. EXTENTION** & SANDHILL RD. INDUSTRIAL SITE PAGE 2 OF 2

PERFORMANCE BOND

(SURETY CORPORATE SEAL)

Kitzi Baes Type text here Attorney in Fact

(Attorney in Fact)

Barbour Brothers Construction, Inc.

CONTRACTOR:



THE SILVER LINING®

2546692 Bond No.

#### **POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Kitzi Bass

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

#### Twenty Million Dollars (\$20,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Christopher C. Lungart Attest Christopher C. Zwygart CORF ORATE Kevin A. Steiner Chief Executive Officer/President Secretary State of Wisconsin County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

2023 Signed and sealed at West Bend, Wisconsin this \_4th\_day of December AL INSURT ORPORATE SEAL Heather Dunn WOTON CP Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com 

Bond No. 2546692

#### PAYMENT BOND

Name of Principal:       Barbour Brothers Construction, Inc.         (Contractor)       West Bend Mutual Insurance Company         Name of Surety:       West Bend Mutual Insurance Company	Date of Execution:	December 4, 2023
West Bend Mutual Insurance Company	• ••••••	Barbour Brothers Construction, Inc.
Name of Surety: West Bend Mutual Insurance Company	(Contractor)	
	Name of Surety:	West Bend Mutual Insurance Company
Name of Contracting Body: County of Cumberland, NC		
Amount of Bond: One Million Fourteen Thousand One Hundred Fifty-Eight Dollars and Fifty Cents (\$1,014,1	Amount of Pond. On	e Million Fourteen Thousand One Hundred Fifty-Eight Dollars and Fifty Cents (\$1,014,15)

Project: Cumberland County Production Dr. Extention & Sandhill Rd. Industrial Site

KNOWN ALL MEN BY THESE PRESENTS, That We, the Principal and Surety above named, are held and firmly bound unto the above named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached.

NOW, THEREFORE, if the Principal shall make payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications to the Surety being hereby waived, then this obligation to be void otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under the several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PAGE 1 OF 2

Executed in \_\_\_\_\_ Five (5) \_\_\_\_ counterparts.

Witness:

Witness:

(Proprietorship or Partnership)

ATTES te Secretary, or Assistant Secretary (Corper) ONLY

CONTRACTOR: Barbour Brothers Construction, Inc.

(Trade or Corporate Name)

By:

Title: (Owner, Partner or Corporate President or V-President ONLY)

(CORPORATE SEAL)

NUMBER

SURETY COMPANY:

West Bend Mutual Insurance Company

By:

(SURETY CORPORATE SEAL)

Kitzi Bass Title: Attorney in Fact (Attorney in Fact)

Countersigned: An entry of another of the

Charla &

N.C. Licensed Resident Agent

Name and Address - Surety Agent

O'Berry & Lewis, Inc. PO Box 127 Goldsboro NC 27533

Surety Company Name and N.C. Regional or Branch Office Address West Bend Mutual Insurance Company 1900 South 18th Avenue West Bend WI 53095

PRODUCTIO DR. EXTENTION & SANDHILL RD. INDUSTRIAL SITE PAGE 2 OF 2

**PAYMENT BOND** 



THE SILVER LINING®

Bond No.

2546692

#### POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

#### Kitzi Bass

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

#### Twenty Million Dollars (\$20,000,000)

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Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Christopher C. Zwygart Christopher C. Zwygart Attest Secretary



Kevin A. Steiner Chief Executive Officer/President

State of Wisconsin County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



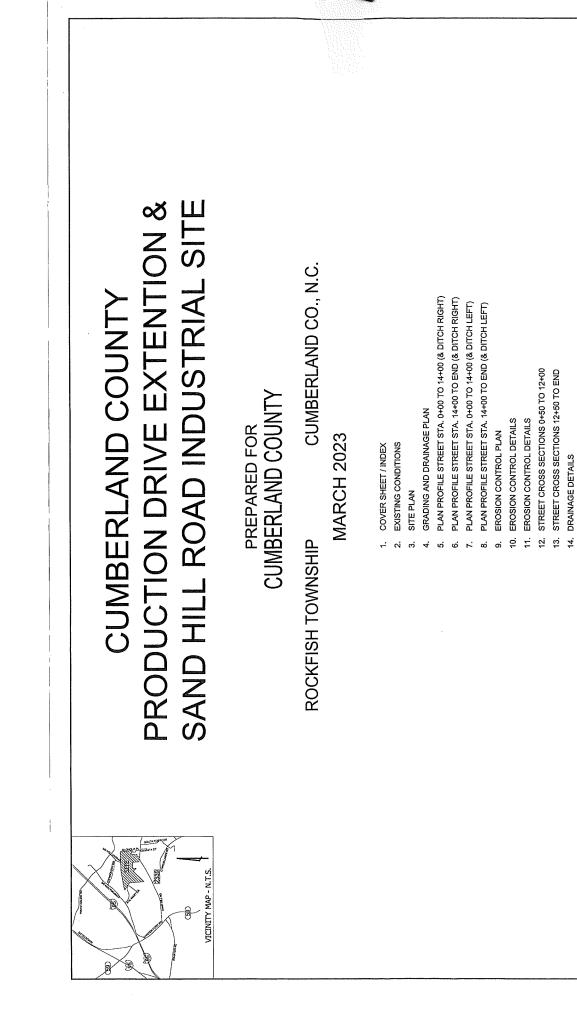
Matthew E. Carlton Senior Corporate Attorney Notary Public, Washington Co., WI My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this <u>4th</u> day of _	December 2023	
	TUN INSURA	
S	SCORPORATE'S HOALU A Dunn	
	Heather Dunn	
	Vice President - Chief Financial Officer	

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

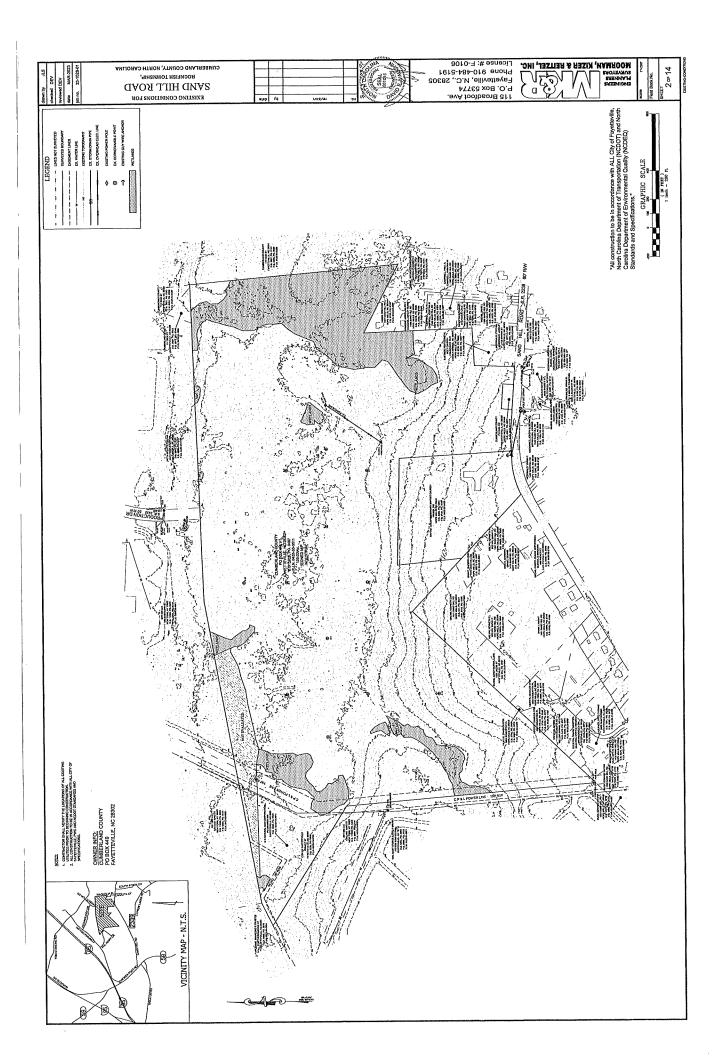
1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2663 | www.thesilverlining.com aun

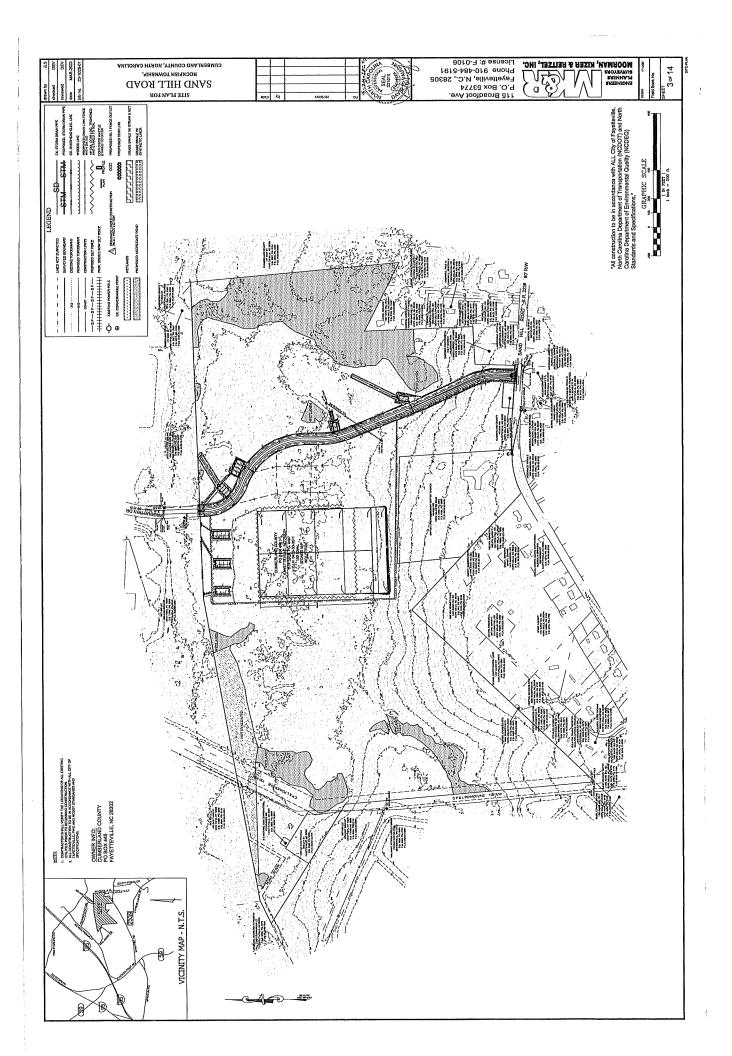


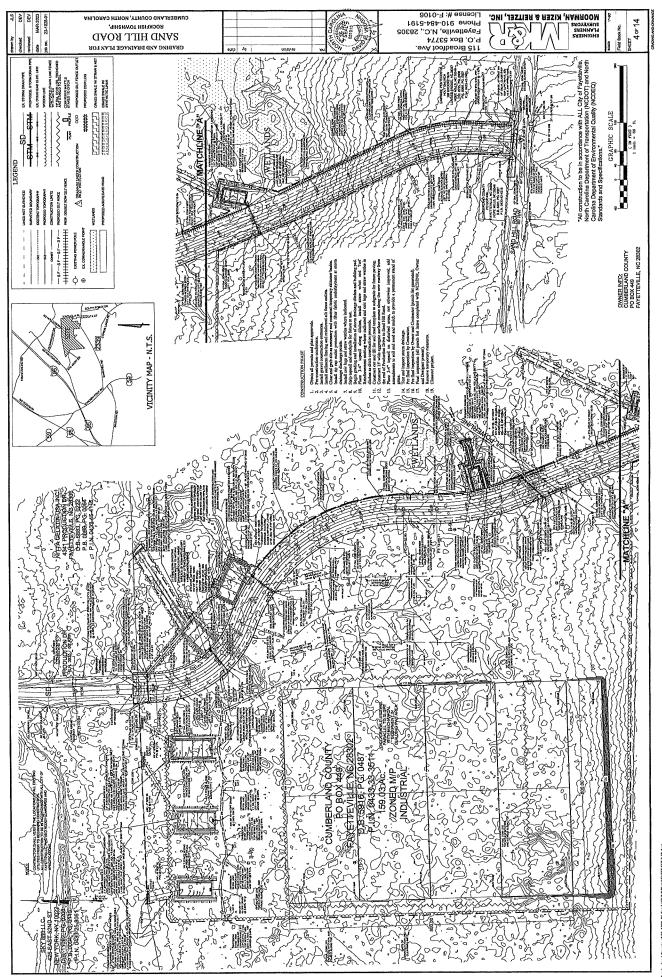
MOORMAN, KIZER & REITZEL, INC. 115 BROADFOOT AVE. FAYETTEVILLE, N.C. PHONE (910) 484-5191 FAX (910) 484-0388 LICENSE #F-0106

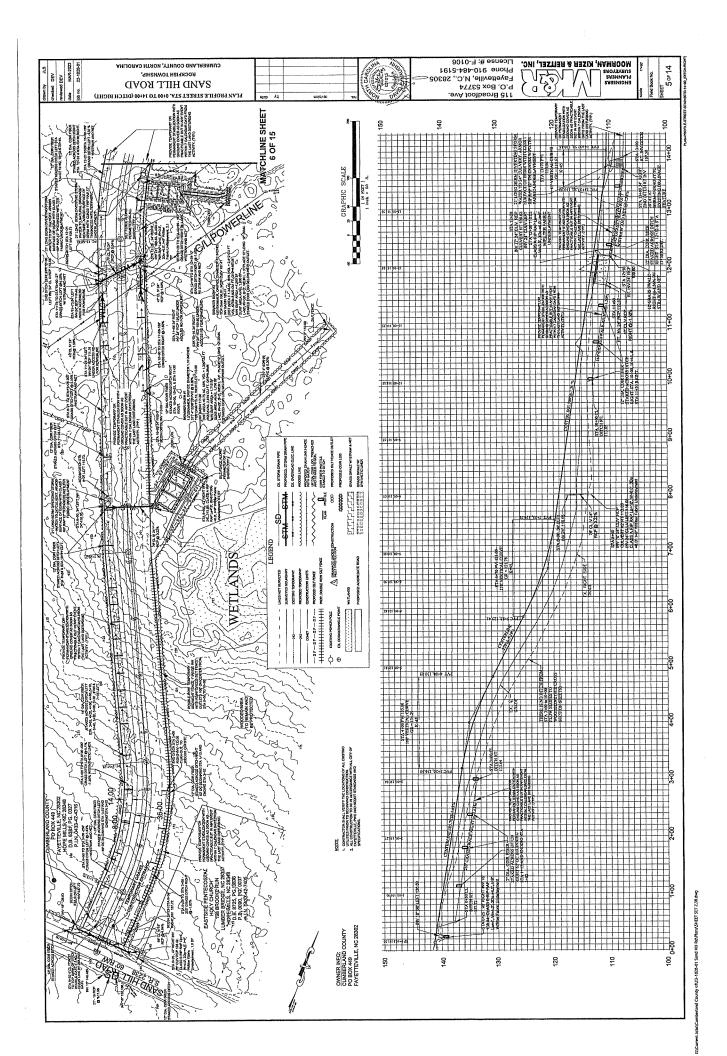


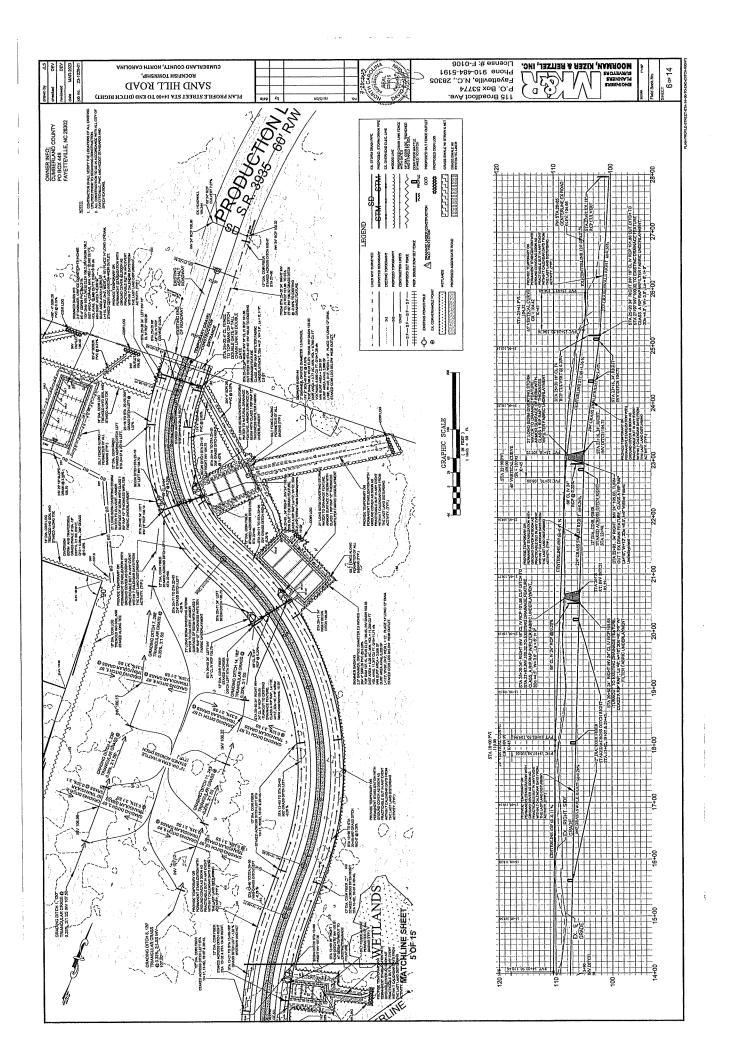
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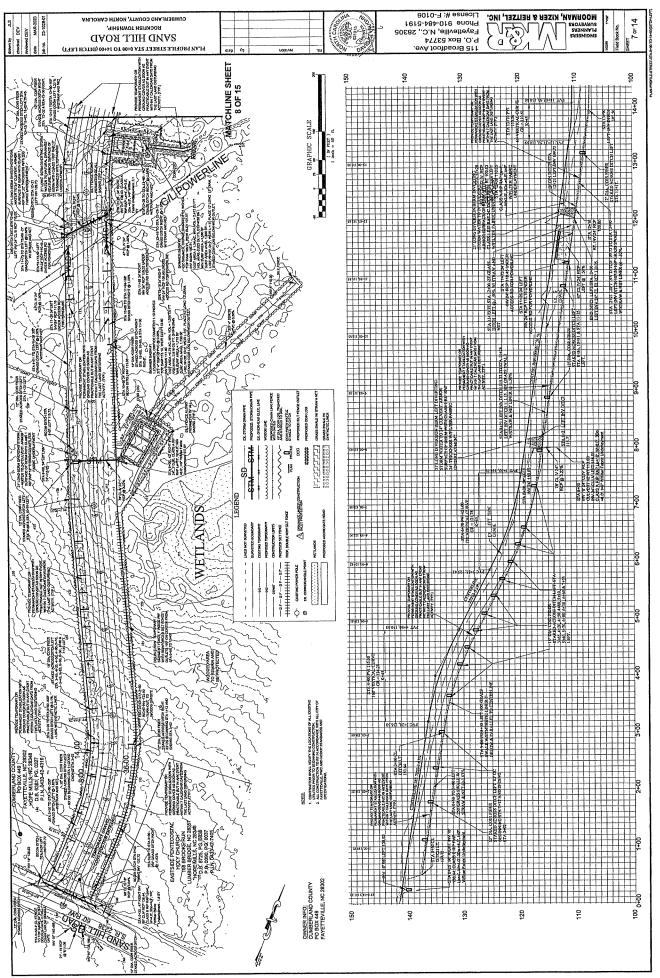






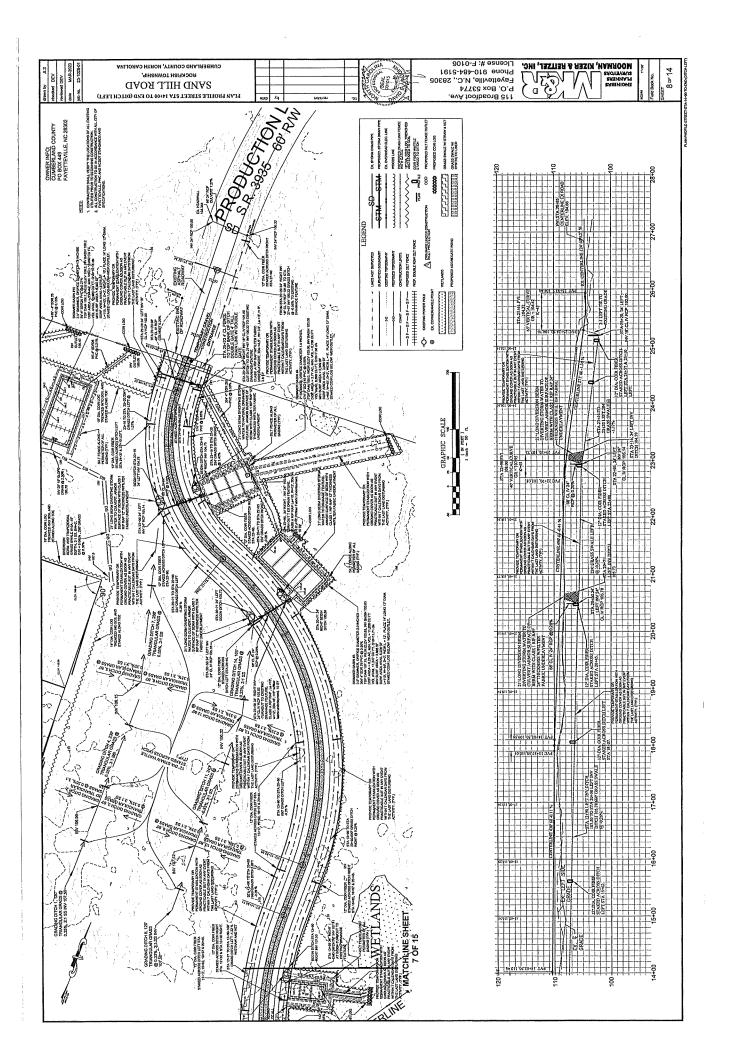


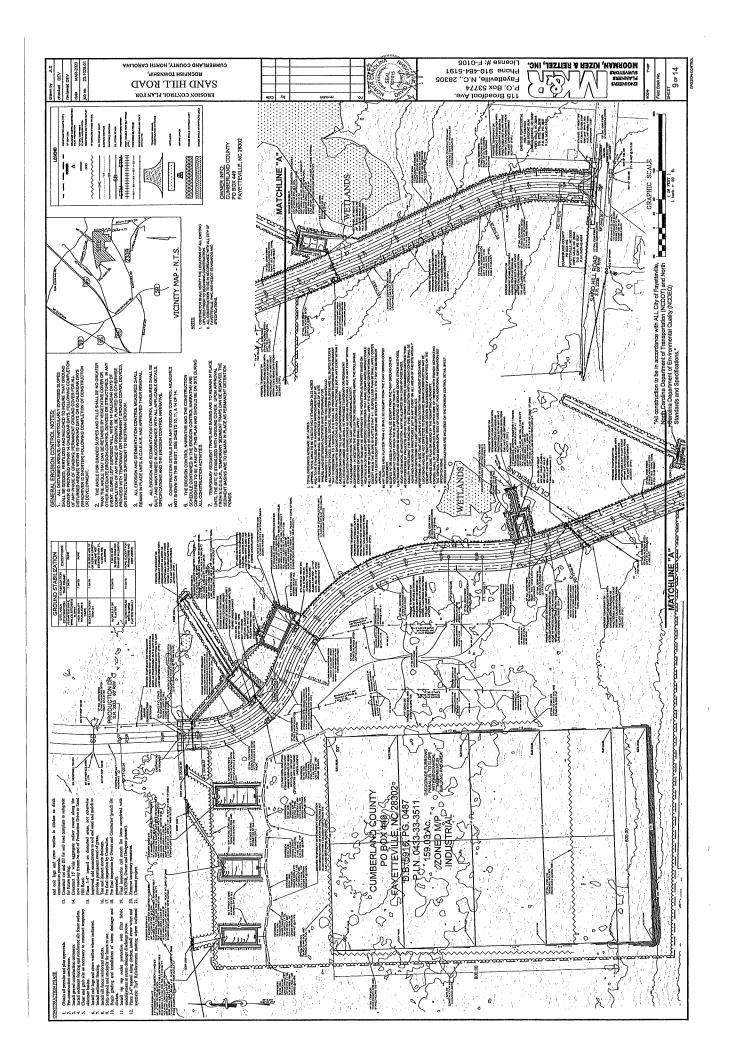


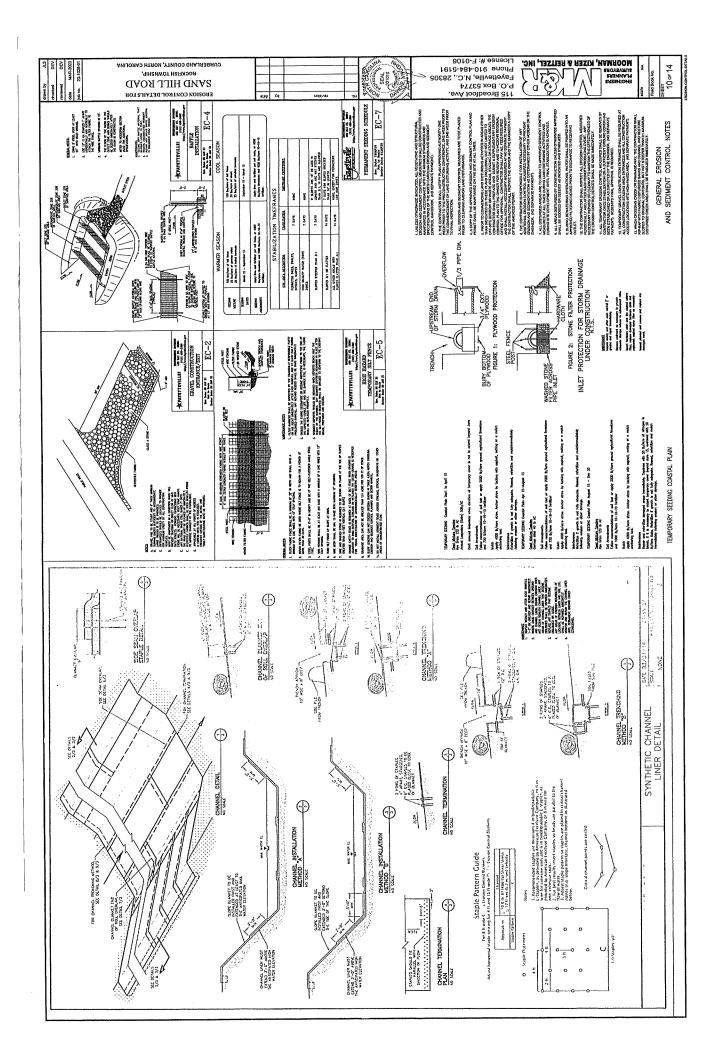


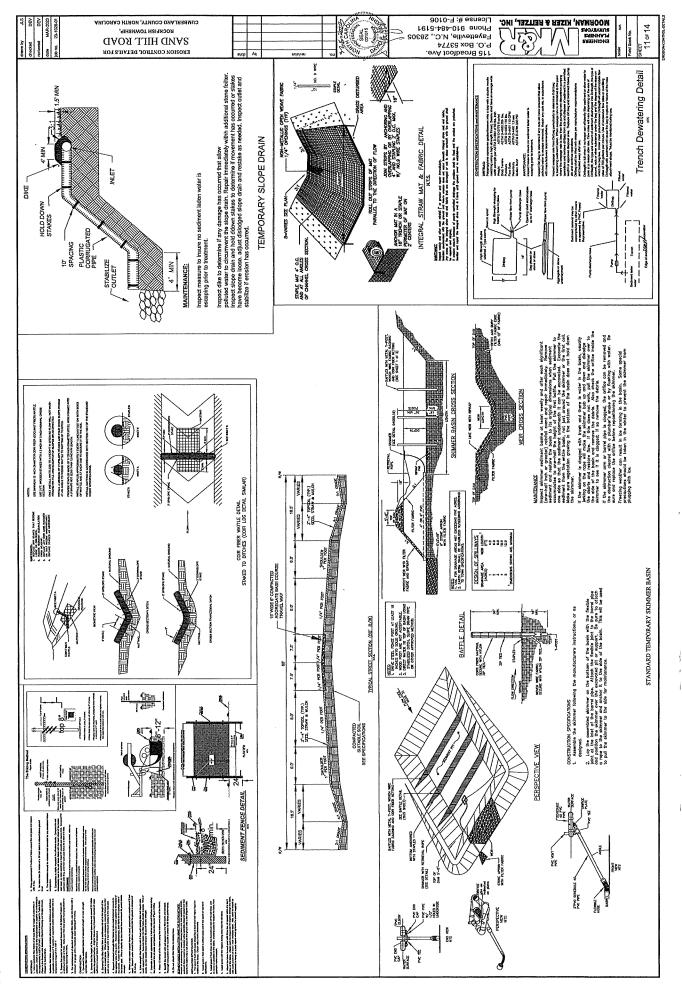
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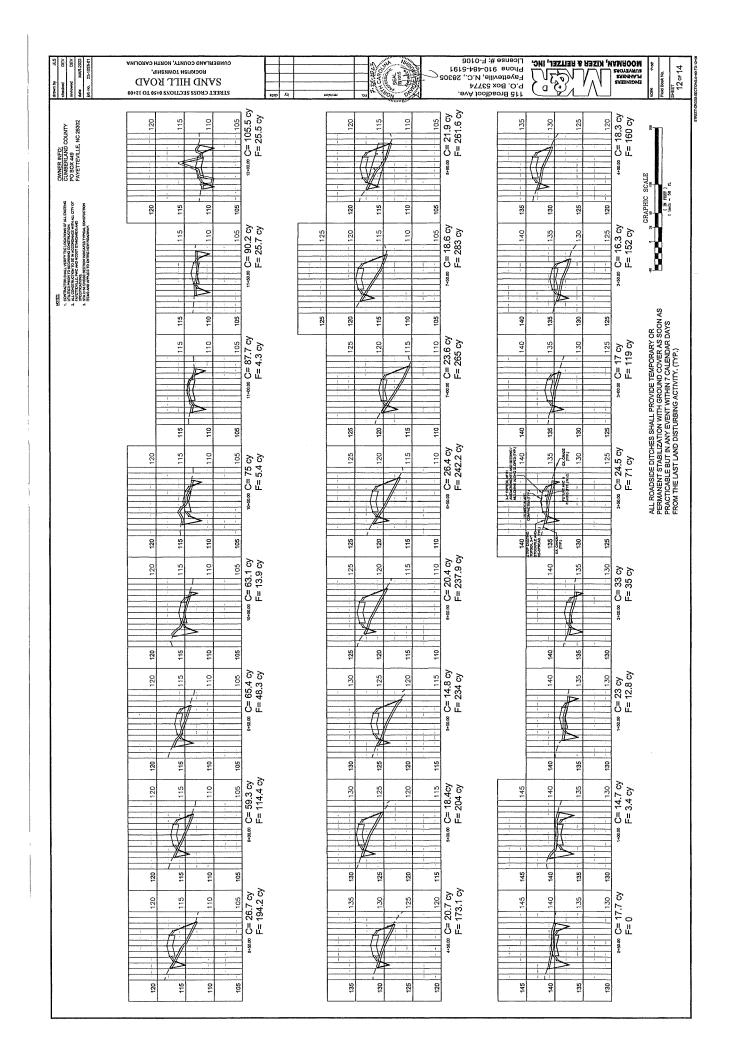
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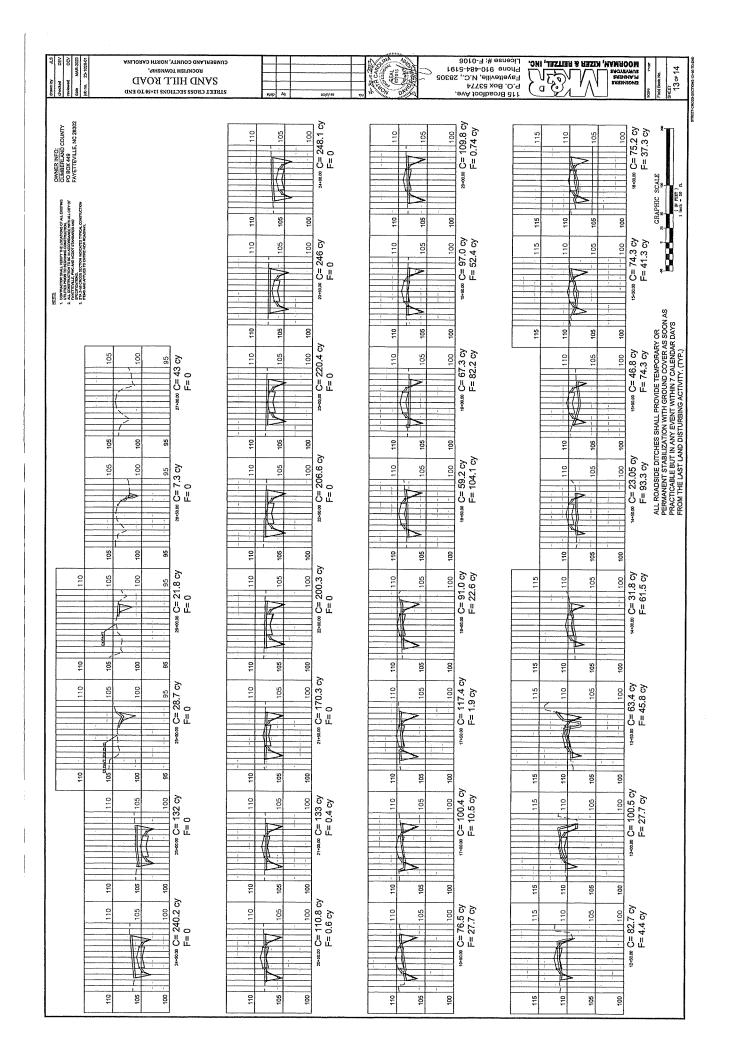


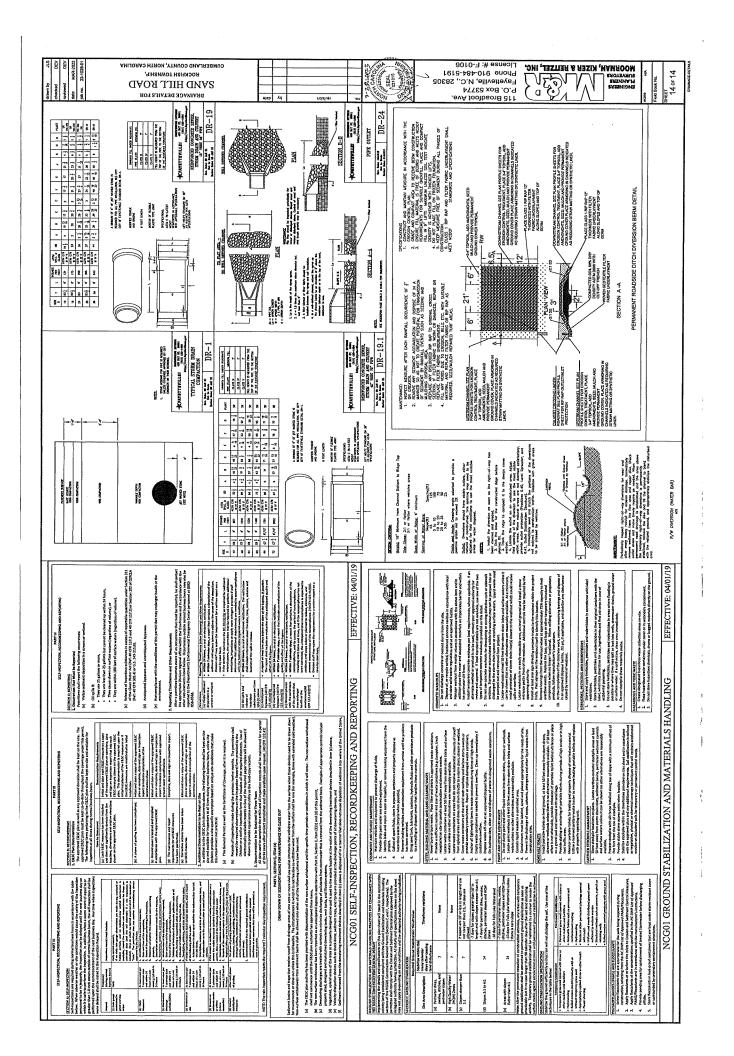








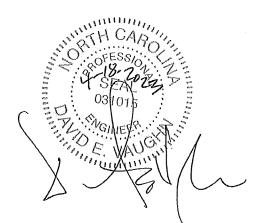




# CUMBERLAND COUNTY PRODUCTION DRIVE EXTENTION & SANDHILL RD INDUSTRIAL SITE

# COUNTY OF CUMBERLAND, NC

# APRIL 2023



BY MOORMAN, KIZER & REITZEL, INC. 115 BROADFOOT AVENUE P.O. BOX 53774 FAYETTEVILLE, NC 28305 PHONE: 910-484-5191 FAX: 910-484-0388 FIRM NO. F-0106

## TABLE OF CONTENTS

#### **DIVISION I**

INVITATION FOR PROPOSALS1-2
INSTRUCTIONS TO BIDDERS1-16
DEFINITIONS OF TERMS, GENERAL STATUTES,1-8 STANDARDS AND ABBREVIATIONS
SPECIAL PROVISIONS1-14
GENERAL CONDITIONS1-69
FORM OF PROPOSAL1-10
NON-COLLUSIVE AFFIDAVIT1-1
NON-DISCRIMINATION CLAUSE1-1
CONTRACTOR'S CERTIFICATES1-1
EQUAL EMPLOYMENT OPPORTUNITY1-2
GUIDELINES FOR RECRUITMENT AND SELECTION OF SDBE1-14
BID BOND1-3
NOTICE OF AWARD1-1
ACCEPTANCE OF AWARD1-1
FORM OF CONTRACT1-1
PROPER SIGNING1-1
PERFORMANCE BOND1-2
PAYMENT BOND1-2
POWER OF ATTORNEY1-1
CERTIFICATES OF INSURANCE1-1
NOTICE TO PROCEED1-1
SALES/USE TAX CERTIFICATION FORM1-

SUBMITTAL REGISTER1-2
MEASUREMENT AND PAYMENT1-8
DIVISION II TECHNICAL SPECIFICATIONS
02110 SITE CLEARING1-3
02210 EARTHWORK, GRADING1-7
02222 EXCAVATION, TRENCHING AND BACKFILLING FOR UTILITY SYSTEMS1-5
02251 EXCAVATION, FILLING AND BACKFILLING FOR BUILDING AND/OR1-5 STRUCTURES
02270 EROSION CONTROL – GENERAL PROVISIONS1-2
02500 PAVING & SURFACING1-2
02720 STORM DRAINAGE SYSTEM1-2
02932 LAWNS AND GRASSES (SITES)1-2
02960 CHAINLINK FENCING & GATES1-2
APPENDIX A – SOIL INVESTIGATION REPORT AND BORING LOGS APPENDIX B – EROSION AND SEDIMENT CONTROL PLAN APPENDIX C – EROSION CONTROL APPROVAL APPENDIX D – NPDES PERMIT APPENDIX E – DITCH REINFORCEMENT PRODUCT SELECTION LIST APPENDIX F – TEMPORARY DRIVEWAY PERMIT

#### INVITATION FOR PROPOSALS

#### CUMBERLAND COUNTY PRODUCTION DRIVE EXTENTION & SANDHILL RD. INDUSTRIAL SITE

#### April 2023 Cumberland County, North Carolina

Pursuant to Section 143-131 of the General Statutes of North Carolina, sealed proposals are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Hearing Room #3 in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at anytime before 10:00 a.m. on Thursday, <u>May 25th</u>, 2023 and then publicly opened in the Office of the Cumberland County Engineering & Infrastructure Department of the Historic Courthouse and read for construction of the proposed:

Construction of Production Drive Extention & Site preparation for an Industrial Site to include clearing, grading, roadway construction, erosion control, storm drainage and all incidentals and appurtenant accessories.

A pre-bid conference will be held in Cumberland County Engineering & Infrastructure Department, Hearing Room #3 in the Historic Courthouse on Thursday, <u>May 18th</u>, 2023 at 10:a.m. The Engineer encourages all questions to be submitted before the conference such that adequate responses may be provided. Individual telephone responses are discouraged. Some questions will be fielded at the pre-bid conference and all prospective bidders are encouraged to attend. The Engineer assumes no responsibility to fully inform absentees of clarifications not issued by addendum. A site visit will be conducted immediately following the conference, if desired.

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine Walker, Engineering and Infrastructure Director, Cumberland County, 130 Gillespie Street, Hearing Room #3, Fayetteville, North Carolina 28301. The outside of the envelope must be marked "CUMBERLAND COUNTY – PRODUCTION DRIVE EXTENTION & SANDHILL RD. INDUSTRIAL SITE" and shall indicate the name, address and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

Each proposal shall be accompanied by a cash deposit or certified check drawn on some bank or trust company insured by Federal Deposit Insurance Corporation, of an amount equal to not less than 5 percent of the proposal or in lieu thereof a bidder may offer a bid bond of 5 percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or given to satisfactory surety as required by law.

Performance and Payment Bonds are required in the amount of 100% of the contract amount and shall be furnished by the Contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be

observed in receiving, reading, and awarding of contracts. All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

**Note:** The Bidder shall identify <u>on its Bid Proposal</u> the minority business participation it will use on the project (*Identification of Minority Business Participation*) form and shall include either *Affidavit A* or *Affidavit B* as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for Public Utilities (H) or Unclassified Contractor with Limited as *required by the NC General Contractors Licensing Board under G.S.* 87-1.

**Note:** Under GS 87-1, a contractor that <u>superintends or manages</u> construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

All Contractors are notified that North Carolina Documents are open to public inspection at the Cumberland County Engineering & Infrastructure Department's Office, 130 Gillespie Street, Room 214, Fayetteville, North Carolina and Moorman, Kizer & Reitzel, Inc., 115 Broadfoot Avenue, Fayetteville, NC. Plans and specifications including Contract Documents are available on request from Moorman, Kizer & Reitzel, Inc., 115 Broadfoot Avenue, Post Office Box 53774, Fayetteville, North Carolina 28305. Contractors must submit a <u>\$100.00</u> deposit which will be fully refunded to all Contractors submitting a bona-fide proposal provided plans and specifications are returned in good condition within five (5) days after receiving bids. Contractors who do not submit a bid or equipment and material suppliers returning the plans and specifications in usable condition will be refunded one-half of their deposit. Checks are to be made out to Moorman, Kizer & Reitzel, Inc.

The County of Cumberland reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply fully with the requirements of G.S. Section 143-129, as amended.

No bids may be written after the scheduled closing time for the receipt of proposals for a period of sixty (60) days.

#### CUMBERLAND COUNTY, NORTH CAROLINA

Jermaine Walker, Engineering and Infrastructure Director

#### INSTRUCTIONS TO BIDDERS

#### For a Proposal to be considered it must be in accordance with the following instructions:

#### **DELIVERY OF PROPOSAL:**

Each Proposal must be submitted in a sealed opaque envelope so marked as to indicate its contents without being opened. The outside of the sealed envelope must contain the name, address and license number of the Bidder and Project name and description of the work in which a Proposal is submitted for consideration. This envelope shall be addressed to the County of Cumberland, ATTN: Jermaine Walker, Engineering & Infrastructure Director, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. If forwarded otherwise than by mail, it must be delivered to the County of Cumberland, Historic Courthouse, Room 214, 130 Gillespie Street, Fayetteville, NC, Attn: Jermaine Walker, Engineering & Infrastructure Director.

The Bidder shall have specific responsibility to deliver his bid to the proper officials at the appointed place and prior to the announced time for opening bids. The Owner and Designer will not be responsible for picking up bids at the Post Office or mis-handled delivery by Express Mail Delivery Companies. Bids (including mail, express mail or delivery) arriving after the time designated for opening shall not be considered and will be returned unopened.

#### **PREPARATION OF PROPOSAL:**

Proposals must be made in strict accordance with the Form of Proposal provided therefore, alternates and unit prices applicable to the Bidder's work shall be properly filled in. When requested alternates are not bid, the Proposal may be considered incomplete. The Bidder agrees that the bid on a Form of Proposal detached from the Specifications will be considered and will have the same effect and force as is attached thereto. Proposals must be original documents (ink or typewritten); photo copied or faxed Proposals will not be considered. Any modifications to the Proposal (including unit prices and/or alternates) will disqualify the bid. Additionally, unauthorized additions or conditional bids, or irregularities of any kind (unbalanced, obscure) or incomplete Form of Proposal where information is requested to properly evaluate the bid and/or Bidder may cause the bid to be rejected. Discrepancies in the multiplication of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum thereof signed or initialed by the Bidder. Prices and unit prices quoted shall include overhead and profit and shall be full compensation for the Contractor's cost involved in the work.

Bidder shall fill in Form of Proposal as follows:

- a. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.

- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the Proposal is made by a joint venture, it shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable.
- e. All signatures shall be properly witnessed.
- f. If the Contractor's license of a Bidder is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be a party to the Proposal. The title "Licensee" shall appear under his/her signature.

Bidder shall identify on the bid, the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit listing good faith efforts or an affidavit indicating work under Contract will be self-performed, as required by G.S. 143-128.2(c) and G.S. 143-128.2(f). Failure to comply with these requirements is grounds for rejection of the bid.

Modification of previously deposited bids will be acceptable only if delivered in writing to the place of the bid opening prior to the time for opening bids.

# THE FOLLOWING FORMS SHALL BE COMPLETELY FILLED OUT AND SUBMITTED WITH THE BIDS:

- 1. Enter Contractors' License Number where called for in Form of Proposal and on the outside of the sealed envelope to include the project name and Contract for which the bid pertains
- 2. Acknowledge any Addendum
- 3. Photocopy of Contractor's License
- 4. Bid Bond or other Bid Security with Power of Attorney
- 5. MBE Utilization Commitment Contract Provisions
  - a. Affidavit A- Listing of Good Faith Efforts.
  - b. Affidavit B- (Only if the Contractor will perform all elements of the work with their own forces AND will complete all elements without the use of Subcontractors)
  - c. Identification of Minority Business Participation
- 6. List of Subcontractors' with name, license number and work to be performed.
- 7. Equipment and Material Suppliers and type of equipment or material to be utilized.

8. Any other Documentation, Certification, or statements specifically requested in the Bidding Documents.

## WITHDRAWAL OF PROPOSAL:

If the Bidder desires to withdraw his Proposal, he must do so before the time fixed for the opening, without prejudice to himself by communicating his purpose in writing to the Owner, and the Proposal shall be returned to his authorized agent unread. After bids are open, bids may only be withdrawn in strict accordance with N.C.G.S. Section 143-129.1. Negligence on the part of the Bidder in preparing his bid shall not constitute a right to withdraw his bid subsequent to the bid opening. Proposals may not be withdrawn after the scheduled closing time for receipt of Proposals (Bid opening) for a period of sixty (60) days. The said sixty (60) day period may be extended by written consent of the Bidders whose Proposal guarantees are held by the Owner.

## **EXAMINATION OF CONDITIONS:**

It is understood and mutually agreed that by submitting a bid the Bidder acknowledges and warrants that he has carefully examined all documents pertaining to the work, the location, accessibility and general character of the site of the work and all existing buildings and structures within and adjacent to the site, and has satisfied himself as to the nature of the work, the condition of existing buildings and structures, the conformation of the ground, the character, quality and quantity of the material to be encountered, the character of the equipment, machinery, plant and any other facilities needed preliminary to and during prosecution of the work, the general and local conditions, the construction hazards, and all other matters, including, but not limited to, the labor situation which can in any way affect the work under the Contract, and including all safety measures required by the Occupational Safety and Health Act and all rules and regulations issued pursuant thereto. The Bidder further mutually agreed that by submitting a Proposal, the Bidder acknowledges that the Bidder has satisfied himself as to the feasibility and meaning of the Plans, Drawings, Specifications and other Contract Documents for the construction of the work within the time specified and that he accepts all the terms, conditions and stipulations contained therein; and that he is prepared to work in cooperation with other Contractors performing work on the site.

It is the responsibility of each Bidder before submitting a Bid to:

- 1. Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;
- 2. Visit the Site and become familiar with and satisfied as to the general, local, and site conditions and project requirements that may affect cost, progress, and performance of the Work. In no event will a failure to inspect the site constitute grounds for a claim after award of the Contract.
- 3. Become familiar with and satisfy Bidder as to all federal, state and local Laws, Ordinances, Rules and Regulations that may affect cost, progress, or performance of the work;

- 4. Examine and carefully study any Codes, Standards and Manuals referenced by the Plans, Specifications and Contract Documents.
- 5. Obtain and carefully study (or assume responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface conditions, subsurface soil conditions, and underground facilities and utilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work.
- 6. Visit the site and become satisfied with the land upon which the work is to be performed, available right-of-way and access thereto and other lands available for use by the Contractor and other physical site constraints and limitation in performing the work.
- 7. Agree at the time of submitting bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of bid for performance of the work at the price bid and within the Contract time and in accordance with the other terms and conditions of the Bidding Documents.
- 8. Become aware of the general nature of the work to be performed by Owner and others at the Site that relate to the Work as indicated in the Bidding Documents.
- 9. Correlate the information known to Bidder, information and observations obtained from visits to the site, report and Drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- 10. Promptly give Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder.
- 11. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the work.
- 12. Determine that the Bidders personnel and Subcontractors are properly trained to perform the complicated work and possess the proper licenses and certifications to include but not limited to safety such as "Competent Person" training.
- 13. Acknowledge and accept responsibility to coordinate and cooperate with other Contractors performing work for the Owner in the scheduling, sequencing, construction means, methods, procedures and techniques to accomplish all work contained in the Bidding Documents.

The Owner and the Engineer assume no responsibility for any understanding or representation about conditions affecting the work made by any of their employees, representatives, agents or consultants, prior to the execution of the Contract, unless such understanding or representation are expressly stated in writing in the Contract Documents.

Each Bidder may, at his own expense, make such additional surveys and investigations as he may deem necessary to determine his bid price for the performance of the work. Any on-site investigation shall be done at the convenience of the Owner. Any reasonable request for access to the site will be honored by the Owner. Bidder may conduct such examinations, tests,

explorations and studies as the Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, restore site to original condition, grass and clean up upon completion of such examination, test, exploration, studies, surveys and investigations.

The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid is premised upon performing and furnishing the work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, and that the Bidding Documents are generally sufficient in scope and nature to indicate and convey understanding of all terms and conditions for performing and furnishing the Work within the specified Contract completion time.

## **BULLETINS AND ADDENDA:**

All questions about the meaning or intent of the Bid Documents shall be submitted to the Engineer in writing. All Addenda will be mailed and/or faxed to all Bidders of Record not later than the day prior to receipt of Bids and will be on file in the Designer's office. The Bidder is responsible to make inquiry if any Addenda have been issued prior to the bid time and insure his bid includes any changes thereby required. The Bidder shall be responsible to insure all Subcontractors, Equipment and Material Suppliers to be included in his Bid have acknowledged and included in their pricing all Addendum clarifications, additions, deletions and changes to the Bidding Documents. All such Addenda shall become part of the Contract and all the Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder. The Bidder shall acknowledge the receipt of each Addendum on the Proposal.

Should the Bidder find errors, inconsistencies, discrepancies in, or omission from, the Drawings, Specifications and Bidding Documents or should be in doubt as to their meaning, the Bidder shall at once notify in writing to the Designer who will send written instructions in the form of Addenda to all Bidders. Notification should be no later than seven (7) days prior to the date set for receipt of bids. Neither the Owner nor the Designer will be responsible for any oral instructions, interpretations or clarifications. Only formal written Addenda will be binding.

All Addenda shall be acknowledged by the Bidder(s) on the Form of Proposal.

## **BID SECURITY:**

No Proposal will be considered unless accompanied by a Proposal guaranty in the form of a (1) Cash deposit or (2) certified check drawn on and certified by a bank or trust company insured by the Federal Deposit Insurance Corporation payable to the order of the Owner, or (3) Bid Bond in an amount equal to not less than five percent (5%) of the total aggregate amount of the Bid (to include all alternates) or bids as a guaranty that the successful Bidder will enter into a Contract or Contracts with the Owner and execute to said Owner a Performance and Payment Bonds in the form set forth in the Contract Documents within ten (10) days after the date the prescribed Forms of Contract and Bonds are presented to him for signature. The Bonds shall be executed by a Corporate Surety licensed under the laws of the State of North Carolina (NCGS 44 A-26) and attached to each Bond a certified copy of Power of Attorney properly executed, dated and

sealed by Surety Company. Bid Bonds must conform to the provisions of N.C.G.S. Section 143-129. Should the Bidder fail or refuse to enter into a Contract with the Owner within ten (10) calendar days or should the Bidder fail or refuse to furnish the Performance and Payment Bonds, then the Bid Security shall be forfeited to the Owner as liquidated damages and not to be considered a Penalty. The Bidders shall use the Bid Bond form contained in the Bid Proposal without modification. The Bond premiums shall be paid by the Bidder and all costs shall be included in the Bid price.

## **RETURN OF CERTIFIED CHECK:**

All certified checks or cash except those of the three (3) lowest responsible Bidders will be returned within seven (7) days after the opening of the bids. The remaining certified checks or cash will be returned within seven (7) working days after the execution of the Contract.

#### **OPENING OF BIDS:**

Upon opening, all bids shall be read aloud. Proposals will become the property of the Owner and will not be returned to the Bidder. After the opening of bids, no bid may be withdrawn, except under the provisions of General Statute 143-129.1, for a period of sixty days unless otherwise specified. Should the successful Bidder default and fail to execute a Contract, the Contract may be awarded to the next lowest and responsible Bidder. The Owner reserves the unqualified right to reject any and all Proposals. Any Bidder, upon request, shall be afforded the opportunity to inspect Proposal records within a reasonable time after the opening of all Proposals. Any inspection of procurement transaction records shall be subject to reasonable restrictions to ensure the security and integrity of the records. Reasons for rejection may include, but shall not be limited to, the following:

- a. If the Form of Proposal furnished to the Bidder is not used or is altered.
- b. If the Bidder fails to insert a price for all bid items, alternate and unit prices requested.
- c. If the Bidder adds any provisions reserving the right to accept or reject any award.
- d. If there are unauthorized additions or conditional bids, or irregularities of any kind which tend to make the Proposal incomplete, indefinite or ambiguous as to its meaning.
- e. If the Bidder fails to complete the Form of Proposal where information is requested so the bid may be properly evaluated by the Owner.
- f. If the unit prices contained in the bid schedule are unacceptable to the Owner.
- g. If the Bidder fails to comply with other instructions stated herein.

## **BID EVALUATION:**

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the work for which the identity of Subcontractors or Suppliers, and other individuals or entities must be submitted as provided in the General Conditions. Owner and/or Designer may conduct such investigations/verifications as deemed necessary to establish the responsibility, qualifications and financial ability of the Bidder.

The award of the Contract will be made to the lowest responsible Bidder as soon as practical. The Owner may award on the basis of the Base Bid and any alternates the Owner chooses.

Before awarding a Contract, the Owner may require the apparent Low Bidder to qualify himself to be a responsible Bidder by furnishing any or all of the following documentary data within seventy-two (72) hours after requested by the Engineer.

- a. A certified financial statement showing assets and liabilities of the Company current to date within 30 days of the date of opening bids or other information satisfactory to the Owner.
- b. A listing of not less than five (5) completed projects within the last 5 years, similar size, scope, nature and cost. An Owner's Representative and the Designer of record, names and phone numbers shall be provided for reference of each project listed. Each project should be from separate references.
- c. Permanent name and address of place of business and length of time the organization has been in business under the present name and any former names.
- d. The number of regular employees of the organization, length of employment and resumes of the key personnel of the organization to be assigned to this Project.
- e. Affidavit of Organization and Authority and Sworn Statement.
- f. The names of members of the firms who hold appropriate trade licenses, together with license numbers.
- g. The name and home office address of the Surety proposed and the name and address of the responsible local claim agent. Local claim agent shall be a North Carolina Registered Agent for insurance claims.
- h. An affidavit stating any OSHA violations occurring in the past three (3) years.
- i. A statement provided by the Surety Company of the Bidder's bonding limit and statement of the amount of work currently under bond.
- j. List all facilities and equipment that is available for use on the subject project.
- k. State the names and/or companies financially interested in this Proposal.

- 1. Subcontractor's name, address and a listing of complete projects similar in size, scope, cost and nature with the Owner's name and phone number provided as reference. Resumes of key personnel of the organization to be assigned to this Project.
- m. Documentation demonstrating a "good faith" effort to obtain W/MBE goals for items indicated in Appendix A.
- n. Affidavit C or Affidavit D of the MWBE Participation Program

Failure or refusal to furnish any of the above information, if requested, shall be considered non-responsive and therefore constitute a basis for disqualification of any Bidder.

In determining the Lowest Responsible Responsive Bidder, the Owner shall take into consideration the Bidder's compliance with the requirements of G.S. 143-128.2(c), the past performance of the Bidder on similar construction Contracts with particular concern given to completion times, quality of work, cooperation with other Contractors, and cooperation with the Designer and Owner. Failure of the Low Bidder to furnish affidavit and/or documentation as required by G.S. 143-128.2(c) may constitute a basis for disqualification of the bid.

Should the Owner adjudge that the apparent Low Bidder is not the lowest responsible, responsive Bidder by virtue of the above information, said apparent Low Bidder will be so notified and his bid security shall be returned to him.

If Owner or Designer after due investigation has reasonable objection to any proposed Subcontractor, Supplier other person or organization, Owner may, before Notice to Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in the Bid. If the apparent Successful Bidder declines to make such a substitute, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons, and organizations. The declining to make requested substitutions will not constitute grounds for forfeiting the bid security of any Bidder.

## **DISQUALIFICATION OF BIDDERS:**

Any one of the following causes may be justification for disqualifying a Bidder:

- (a) Unsatisfactory work progress or performance on previous construction projects.
- (b) Being declared in default of a Contract to include but not limited to failure to begin work within time specified; failure to provide workmen, equipment or materials adequate to perform the work in accordance with the Plans and Specifications by the completion date; refusal or failure to replace defective work, any act of insolvency or bankruptcy; and failure to satisfy any final judgment within 10 days after entry.
- (c) Uncompleted work under Contract, which in the judgment of the Engineer might hinder or prevent the timely completion of the Subject Contract work, if awarded.

- (d) The submission of more than one Bid for the same Contract by an individual, partnership, joint venture or corporation.
- (e) Evidence of collusion among Bidders. Each participant in such collusion will be disqualified.
- (f) Assigning or sub-letting the Contract, as specified in the General Conditions.
- (g) Failure to furnish adequate information which may be required for proper bid evaluation as determined by the Engineer.
- (h) Submission of anyone of the following: Non-conforming, irregular, conditional, incomplete, modified, unbalanced, obscure bid Proposal or as determined non-responsive by the Engineer.
- (i) Lack of documentation demonstrating a "good faith effort" to obtain the Owner's W/MBE goal.

# **RIGHT TO REJECT PROPOSALS:**

The Owner reserves the unqualified right to reject any or all Bid Proposals, to waive any and all informalities and to disregard all non-conforming, non-responsive, or conditional Bids, which are deemed by the Engineer to be in its best interest.

## PERMITS, LICENSES AND FEES:

The Contractor shall obtain and pay for all construction permits, licenses and fees. The Owner shall pay all utility connection charges and fees. The Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work. Contractor shall pay all charges for temporary utilities and all utility connection fees and charges.

## PERFORMANCE BOND AND PAYMENT BOND:

Regardless of the amount of the bid, each successful Contractor, at the time of execution of the Contract, shall be required to provide the Owner with a Contract Performance Bond and Contract Payment Bond that shall be in accordance with NCGS Chapter 44A, Article 3 as follows:

- (a) A Performance Bond in the amount of one hundred percent (100%) of the construction Contract amount, conditioned upon the faithful performance of the Contract in accordance with the Plans, Specifications and conditions of the Contract. Such bonds shall be solely for the protection of the Owner.
- (b) A Payment Bond in the amount of one hundred percent (100%) of the construction Contract amount, conditioned upon the prompt payment for all labor or materials for which a Contractor or Subcontractor is liable. The Payment Bond shall be solely for the

protection of the persons furnishing materials or performing labor for which the Contractor or Subcontractor is liable.

The Corporate Surety executing the Bonds shall be included in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, and U.S. Department of the Treasury. The Corporate Surety furnishing the bonds shall be authorized to do business in the State of North Carolina, and shall be acceptable to the Owner's Attorney. All Contract Payment Bonds and Contract Performance Bonds shall be executed on "Performance Bond" and "Payment Bond" forms provided and countersigned by a regularly authorized agent of the Corporate Surety who is resident in North Carolina and who is licensed by the North Carolina Department of Insurance. The Contractor shall require the Attorney-in-fact who executes the bonds on behalf of the Surety to affix a certified and current copy of his power of attorney.

The Bond shall remain in force until (1) all work has been completed and accepted by the Owner, (2) the provisions of all guarantees required by these Contract Documents have been fulfilled, and (3) the time limitation for all guarantees has expired, or (4) until the time of the filing of all mechanic's liens has expired, whichever is longer, after which they shall lapse or become void. The Contractor shall include in his Bid all charges in connection with these bonds.

If Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of North Carolina or ceases to meet the requirements of the preceding paragraphs, Contractor shall within 10 days thereafter, substitute another Bond and Surety, both of which must be acceptable to Owner.

## TAXES:

The Bidder shall include in the Bid Proposal and shall pay all County, City, State, Federal Sales Tax, Use Taxes and local option sales and use taxes required by law in the effect at the time Bids are received. The successful Bidder and all Subcontractors and Material Suppliers will be required to document and certify to the Owner all Sales Tax paid on any acceptable form to the Owner.

#### **EMPLOYMENT OF THE HANDICAPPED:**

The Contractor(s) agree not to discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices.

## MINORITY BUSINESS PARTICIPATION:

Statute 143-135.5, as amended, (State policy; cooperation in promoting the use of small, minority, physically handicapped and women contractors) is herein incorporated. The Contractor shall make a good faith effort to comply with the services of minority businesses, in compliance with the Owner's goals for these purposes pursuant to the Minority and Women Business Enterprise Plan for Construction, Procurement and Professional Services.

Apparent low bidder shall provide the Owner documentation of a "good faith effort" for Women's and Minority Business Enterprise (W/MBE) participation within 72 hours after time set for opening of Bids. If documentation is not provided within the prescribed time, the bid may be considered non-responsive.

## EQUAL OPPORTUNITY CLAUSE:

The non-discrimination clause contained in Section 202 (Federal) Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the secretary of Labor, are incorporated herein.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that such Contractor is an equal opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. Contractor will include the provisions in every subcontract or purchase order of over \$10,000, so that provisions will be binding upon each Subcontractor or Vendor.

## **E-VERIFY REQUIREMENTS**

Contractor/Vendor hereby acknowledges the "E-Verify" is the federal E-Verify program operated by the UD Department of Homeland Security and other federal agencies which is used to verify the work authorization of newly hired employees pursuant to federal law and in accordance with Article 2, Chapter 64 of the North Carolina General Statutes. Contractor/Vendor further acknowledges that all employers, as defined by Article 2, Chapter 64 of the North Carolina General Statutes, must use E-Verify and after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a). Contractor/Vendor hereby pledges, attests and warrants through execution of this Agreement that Contractor/Vendor complies with the requirements of Article 2, Chapter 64 of the North Carolina General Statutes and further pledges, attests and warrants that an subcontractors currently employed by or subsequently hired by Contractor/Vendor shall comply with any and all E-Verify requirements. Failure to comply with the above requirements shall be considered a breach of this Agreement.

#### SUBCONTRACTORS:

The Contractor shall perform with their own forces (i.e. employees) at the site, work equivalent to at least 50% of the Contract price. As part of the Proposal, and bid, the Contractor shall list any Subcontractor to be hired to perform more than 5% of the Contract Part amount. The list shall include the Subcontractor's name, license number, and shall identify portion of work, and the percent of work to be performed. Submission of the Subcontractor with the Proposal shall not constitute the Subcontractor's review by the Engineer nor obligate the Owner to accept the Subcontractor's pricing. The Contractor shall not change the Subcontractor submitted with the Proposal without written consent of the Engineer. The Contractor shall be required to submit all Subcontractors to the Engineer for review regardless of the amount of work to be performed. The Owner reserves the right to limit the amount of portions of the work to be Subcontracted.

## ESTIMATED QUANTITIES:

The estimated quantities and allowances contained herein of certain items in the Proposal are for the purpose of comparing bids. They are not guaranteed, and settlement will be made on the basis of the work as actually executed at the unit price in the Form of Proposal as accepted or for allowances, the actual cost of the material (ie Brick) plus freight, sales taxes, overhead and profit. Substantial differences between Proposal quantity and the actual quantity shall not be just cause for re-negotiation of the price bid in either the Unit Price or Lump Sum for loss of anticipated profits because of any alteration, change, termination, or by reason of any variation between approximate quantities and the quantity of work actually performed. The Owner reserves the right to eliminate, reduce, or add any work in any quantity to the Contract without renegotiation.

## **UNIT PRICES:**

Unit prices shall include all direct and indirect cost, all time and all overhead and profit for each unit. Contractor shall provide Contractor's direct labor cost and equipment hourly rates to Designer within 15 days of the Award of Contract. Unit prices quoted, direct labor and equipment hourly rates accepted shall apply throughout the Life of the Contract, and as appropriate, used to compute the total value of changes in scope of the work.

## PRE-BID CONFERENCE

Prior to the date set for receiving bids, the Designer may arrange and conduct a Pre-Bid Conference for all prospective Bidders. The purpose of this conference is to review project requirements and to respond to questions from prospective Bidders and their Subcontractors or Suppliers related to the intent of Bid Documents. Questions will be fielded at the pre-bid conference and all prospective Bidders are encouraged to attend the conference. Individual telephone inquiries are discouraged. The Owner assumes no responsibility to inform absentees of clarifications not issued by Addendum. Attendance by Prospective Bidders is encouraged by the Owner but not mandatory.

## "OR EQUAL" CLAUSE:

The intent of the Contract Documents is to comply with NCGS 133-3 and to encourage free and open competition on Public Contracts.

Products are generally specified by ASTM or other reference standard and/or Manufacturer's name and model number or trade name. When specified only by referenced standard, the Contractor may select any product meeting this standard, by any Manufacturer. When several products or Manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and Manufacturer combination listed. The Contractor shall be aware that the name of a certain brand, make, manufacture, or definite Specification is to denote the quality standard of the product desired, but does not restrict or limit Bidders to the Specific brand, make, manufacture, or Specification names; the intent is to set forth and convey to prospective Bidders the style, type, character, and quality of the product desired. Wherever the words "or equal" appear in the Specifications, they shall be interpreted to mean an item of material, product or equipment similar and of equal quality to that named and which is equally suited to the same use and capable of performing the same function as that named. The Engineer shall be the sole judge as to the acceptability and equality of any other proposed substitutions of equipment or material. Where the Specifications list fewer than three names of product or material, such products are the only products known to the Engineer that comply with the required style, type, character, appearance and quality necessary. Bidders wishing to propose equivalent products may do so.

#### SUBSTITUTIONS:

In accordance with the provisions of G.S. 133-3, material, product, or equipment substitutions proposed by the Bidders to those specified herein can only be considered during the bidding phase when submitted to the Designer with sufficient data to confirm material, product, or equipment equality. Request for such review shall be made a minimum of ten (10) working days prior to the receipt of bids and shall include all information that the Owner and Designer may require to render a decision. Each Contractor shall obtain approval from the Designer for use of products, materials or equipment claimed as equal to those specified. Applications for reviews shall be made by the Bidder and not the Subcontractors or material and equipment Manufacturers or Suppliers.

Submittals for proposed substitutions shall include the following minimum information:

- a. Name, address, and telephone number of manufacturer and Supplier as appropriate.
- b. Trade name, model or catalog designation.
- c. Product data including performance and test data, reference standards, and technical descriptions of material, product, or equipment. Include color samples and samples of available finishes as appropriate.
- d. Detailed comparison with specified products including performance capabilities, warranties, and test results.

e. Other pertinent data including data requested by the Designer to confirm product equality.

If a proposed material, product, or equipment substitution is deemed equal by the Designer to those specified, all Bidders of record will be notified by Addendum.

#### **GEOTECHNICAL INFORMATION:**

The Bidder is cautioned to make such independent subsurface investigations as he deems necessary to satisfy himself as to conditions to be encountered. The Contractor shall have no claim for additional compensation or for an extension of time for any reasons resulting from actual conditions encountered differing from conditions indicated in the subsurface information or contemplated by the Contractor.

#### **METHOD OF AWARD:**

The Contractor must submit a fully completed Proposal including all unit prices used in determining the Base Bid and failure to do so will void his Bid. In addition, alternates for various materials or methods of construction are included and should any of the alternates be accepted, the amount shall be "added to" or "deducted from" the Base Bid. Unit prices quoted and accepted shall apply throughout the life of the Contract, and as appropriate, used to compute the total value of changes in the scope of the work. If at the time this Contract is to be awarded and the amount of funds to finance the Contract are available, the Contract will be awarded on the Base Bid to include a combination of any or all alternates as determined by the Owner to the Lowest Responsible Bidder resulting therefrom. The Owner reserves the right to increase, decrease or eliminate any item of work without a change in the unit price bid.

Proposals in which the prices are obviously unbalanced may be rejected. In the event that an unbalanced bid is determined to be the lowest responsible bid, the Owner reserves the right to request negotiation of that particular line item (items) disputed. Any excess monies included in an unbalanced bid price, as determined by the Designer, shall be retained and paid on the final payment. No Contract will be awarded except to competent Bidders capable of performing the class of work contemplated.

#### TIME IN WHICH TO EXECUTE CONTRACT:

The Bidder awarded the Contract shall execute the Contract and return the same with the appropriate bonds and a certificate of insurance as required herein to the Owner within ten (10) days after the said Contract has been presented to the successful Bidder for signature.

## FAILURE TO EXECUTE CONTRACT:

If the Bidder to whom the Contract has been awarded refuses or neglects to execute and return the Contract with appropriate Bonds and Insurance Certificates within ten (10) days after the Contract has been presented to the successful Bidder for signature, the amount of the Bid Security shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages. The Owner may, if deemed advisable in the interest of the Owner, extend this time.

## ASSIGNING OF CONTRACT:

The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or his right, title or interest therein to any person, firm, partnership, or corporation without the written consent of the Owner. Except as may be required under the terms of the Performance Bond or Payment Bond, no funds or sums of money due to the Contractor may be assigned. The Prime Contractor is required to perform substantially all of the work with the Company employees. The Contractor may be required to furnish suitable documentation substantiating employees, certified pay roll, etc. to the Designer's satisfaction.

## WORK PROGRESS AND LIQUIDATED DAMAGES:

Failure by the Contractor to complete the work within the Contract time shall be deemed to be a material breach and will cause substantial damage including loss of revenue to the Owner; therefore, liquidated damages as specified in the Special Provisions will be charged to the Contractor and deducted from any monies due him for each consecutive calendar day after the scheduled completion date. The Contractor hereby agrees by submitting a bid that such liquidated damages and time of completion are considered a just and reasonable compensation to the Owner for additional inconvenience due to such delays.

## **PROSECUTION OF WORK:**

The Contractor will be required to begin work within ten (10) calendar days after written Notice to Proceed from the Designer to proceed with construction. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. The work shall be prosecuted in such a manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time set forth in the Contract. The Owner will not be liable for delays of any nature providing the work is progressing satisfactorily to ensure its completion within the time set forth in the Contract. Should prosecution of the work for any reason be discontinued by the Contractor, with the consent of the Designer, he shall notify the Designer at least twenty-four (24) hours before again resuming operations.

## **SCHEDULE OF DRAWINGS:**

The following Plans form a part of this Contract, in addition to the Specifications contained herein, and any Addenda (if any) issued during the bidding period.

- 1. Cover Sheet
- 2. Existing Conditions
- 3. Site Plan
- 4. Grading & Drainage Plan
- 5. Plan Profile Street Sta 0+00 to 14+00 (& Ditch Right)
- 6. Plan Profile Sheet Sta 14+00 to End (& Ditch Right)
- 7. Plan Profile Sheet Sta 0+00 to 14+00 (& Ditch Left)
- 8. Plan Profile Sheet Sta 14+00 to End (& Ditch Left)
- 9. Erosion Control Plan
- 10. Erosion Control Details
- 11. Erosion Control Details
- 12. Street Cross Sections 0+50 to 12+00
- 13. Street Cross Sections 12+50 to End
- 14. Drainage Details

#### DEFINITION OF TERMS, GENERAL STATUTES, STANDARDS AND ABBREVIATIONS

Whenever in these Specifications and Contract Documents the following terms, or pronouns in place of them, are used, the intent and meaning shall be interpreted as follows:

Addenda: shall mean written or graphic instruments issued prior to the execution of the Contract which modify or interpret the Bidding Documents, the Contract Documents, Drawings and Specifications by addition, deletion, clarification or corrections.

**Bidder**: shall mean any individual, firm, partnership, or corporation properly licensed (Classification and Limitation) to do business in the State of North Carolina submitting a Proposal for the work contemplated.

**Bid Security**: The Surety designated in the Proposal to be furnished by the as a guarantee of good faith to enter into a Contract with the Owner, if the work of constructing the project is awarded to him.

**Calendar Day**: shall mean a day shown on the calendar beginning and ending at midnight.

**Change order**: shall mean a written order to the Contractor subsequent to the signing of the Contract authorizing a change in the Contract. The Change Order shall be signed by the Contractor, Designer and the Owner.

**Claim**: The Contractor's timely written assertion of a right to additional compensation and/or additional time above that stated in the Contract Documents submitted to the Designer in accordance with the Contract Documents. A claim must include all documentation and supporting justification for the claim to be considered by the Designer. Claims submitted without proper documentation will not be considered. A demand for money or services by a third party is not considered a valid claim.

**Clarification or Request for Information (RFI)** is a request from the Contractor seeking an interpretation or clarification by the Designer relative to the Contract documents. The RFI, which shall be labeled (RFI), shall clearly and concisely set forth the issue or item requiring clarification or interpretation and why the response is needed. The RFI must set forth the Contractor's interpretation or understanding of the Contract documents requirements in question, along with reasons for such an understanding.

**Contract Documents** consist of the Notice to Bidders; Instructions to Bidders; Definition of Terms, General Statutes, Standards and Abbreviations; General Conditions; Special Provisions if applicable; Drawing and Specifications including all bulletins, Addenda or other modifications of the Drawings and Specifications incorporated into the Documents prior to their execution; the Form of Proposal; the Form of Contract; the Performance Bond; the Payment Bond; and Insurance Certificates. All of these items together form the Contract Documents. Bidding Documents are unexecuted Contract Documents.

**Contractor**: shall be deemed to be either of the several Contracting parties called the "Party of the First Part" in either of the several Contracts in connection with the total project. Where, in special instances hereinafter, a particular Contractor is intended, an

adjective precedes the word "Contractor," as "General," "Heating," etc. For the purposes of a Single Prime Contract, the term Contractor shall be deemed to be the single contracting entity identified as the "Party of the First Part" in the single Construction Contract. Any references or adjectives that name or infer Multiple Prime Contractors shall be interpreted to mean the Single Prime Contractor. Except that when used in a specific Specification section, the term "Contractor" shall mean the Contractor whose work is governed by the Specification section.

**County:** The County of Cumberland, North Carolina acting thru the Cumberland County Commissioners and/or the County Manager.

**Defective**: Work that is unsatisfactory, faulty or deficient or does not conform to the Contract Documents or does not meet the requirements of any inspection test or approval referred to in the Contract Documents or has been damaged prior to Engineer's recommendation of final payment.

**Designer(s)** are those referred to within this Contract, or their authorized representatives. The Designer(s), as referred to herein, shall mean Architect and/or Engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender. The terms "Engineer" and "Designer" are used interchangeably throughout these documents and have equal meaning.

**Drawings or Plans:** shall mean the Drawings enumerated in the Contract Documents, as well as all the information in the detail manual when applicable Addenda, and Designer prepared field Drawings and clarification Drawings.

**Field Order**: shall mean a written approval for the Contractor to proceed with the work requested by Owner prior to issuance of a formal Change Order. The Field Order shall be signed by the Contractor, Designer, and Owner.

**Final Completion Date**: shall mean the date established by the Designer as being the signed Final Payment Application approval date by the Designer. Also referred to as Final Acceptance.

Latest edition shall mean that latest current printed version or edition of the referenced document issued up to 30 calendar days prior to date of receipt of bids, unless specified otherwise.

Liquidated Damages: is an amount reasonably estimated in advance to cover the losses incurred by the Owner by reason of failure of the Contractor(s) to complete the work within the Time of Completion specified.

**NOA**: No overage allowed. Payment will not be made for additional quantities of work without the Designer's specific written instructions.

**Owner** is the County of Cumberland, North Carolina acting through the Cumberland County Commissioners and the County Manager, or its designated representative.

**Overhead** shall include all conditions of the Contract and all general requirements such as project management, scheduling, home office expense, layout, reproduction of Drawings, Shop Drawings, processing and coordination, supervision, small tools, temporary facilities, safety provisions, as built Drawings, estimating, general overhead, direct job expense, and all other associated costs..

**Owner's Dispatcher**: A designated individual(s) to be contacted in the case of emergency instances or during the Owner's non-business hours or holidays.

**Owner's Representative**: An authorized representative of the Owner assigned to make any and all necessary observations of the work performed and materials furnished by the Contractor. If the Owner does not designate an authorized representative, the Owner's Representative shall be defined as the Designer.

**Project** is the total construction work to be performed under the Contract Documents by the several Contractors.

**Project Expediter:** as used herein, is an entity stated in the Contract documents, designated to effectively facilitate scheduling and coordination of work activities. See responsibilities of a Project Expediter. For the purposes of a Single Prime Contract, the Single Prime Contractor shall be designated as the Project Expediter. Designation as Project Expediter shall entail an additional project responsibility, and does not alter in any way the responsibility of the Contractor to the Owner or the Subcontractors. Each Subcontractor is held responsible for keeping the Project Expediter fully informed as to his work progress, including immediate notification of any changes in the progress of the work.

Routine written communications between the Designer and the Contractor are any communication other than a "request for information" provided in letter, memo, or transmittal format, sent by mail, courier, electronic mail, or facsimile. Such communications can not be identified as "request for information".

Section or Division: Those sections contained in or as part of the North Carolina Department of Transportation (NCDOT) Revised Standard Specification for Road and Structures or the latest version thereof. NCDOT administrative provisions including but not limited to basis of claim for pay or any adjustment to bid prices shall not be applicable to this Contract.

**Specifications** shall mean the description, provisions, and requirements contained herein, together with all written agreements made or to be made pertaining to the work, or to the quantities and qualities of materials to be furnished under the Contract.

**Subcontractor**: shall be understood to be one who has entered into a direct Contract with a Contractor, and includes one who furnishes materials worked to a special design in accordance with Plans and Specifications covered by the Contract, but does not include one who only sells or furnishes materials not requiring work so described or detailed.

**Substantial Completion**: The work, facilities, installation complete, ready, tested, operational and functional for the intended use, but portions of the work not essential to the operation of the facility may not be complete such as landscaping or completion of punch list items. Also known as Beneficial Occupancy.

Subsurface Conditions: shall mean the conditions at or below ground of the site and adjoining area, exclusive of soil characteristics, conditions and ground water, and shall

include all underground utilities, foundations, pavements, basements, crawl spaces, retaining walls, trash, debris and all else occurring at or below the surface of the ground.

**Subsurface Soil Conditions**: The characteristics and conditions of that naturally occurring material on and below the surface of the earth that has been subjected to and influenced by genetic and environmental factors of parent material, climate, organisms and topography all acting over a period of time consisting of rock, mineral particles mixed with organic matter and voids of varying sizes containing air or water. Subsurface soil conditions do not include man-made materials or objects.

**Superintendent**: The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer or his Designer, and who shall supervise and direct the construction. The Superintendent shall be authorized to make company binding decisions and act on behalf of the Contractor.

Surety: shall mean the Bonding Company or Corporate Body which is bound with and for the Contractor, and which engages to be responsible for the Contractor and his acceptable performance of the work.

**Surety Bond**: The approved form of security furnished by the Contractor and his Surety as a guarantee of good faith on the part of the Contractor to exècute the work in accordance with the terms of the Contract. Also referred to as "Bid Bond", "Payment Bond" and "Performance Bond".

**Time of Completion**: is to be interpreted as the number of consecutive calendar days measured from the date established in the written Notice to Proceed to the date of Final Acceptance.

**Unbalanced Bid Price**: A unit or lump sum bid price that does not reflect reasonable actual costs which the Engineer anticipates for the performance of the item in question along with a reasonable proportionate share of the Bidder's anticipated profit, overhead costs, and other indirect costs

**Warranty**: The words "warranty" and "guarantee" shall mean "an agreement by which the maker, installer or both insures the Owner of the integrity of a product or system for a stipulated period of time after final acceptance by the Owner".

Work: as used herein as a noun, is intended to include materials, labor, and workmanship of the appropriate Contractor.

**Working Day**: Any day when, in the opinion of the Engineer, soil and weather conditions are such as would permit the Contractor to proceed toward the completion of work for a period of more than six (6) hours. Saturdays, Sundays, National and State Legal Holidays shall be excluded.

Written notice shall be defined as notice in writing delivered in person to the Contractor, or to a partner of the firm in the case of a partnership, or to a member of the Contracting organization, or to an officer of the organization in the case of a corporation, or sent to the last known business address of the Contracting organization by registered mail.

Intention of Terms: Whenever in these Specifications or on the Plans, the words "directed," "required," "ordered," "permitted," or words of the like import are used, it shall be understood that the requirement of the Engineer is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to the Designer, subject in each case to the final determination of the Owner.

Approval means written or imprinted acknowledgement that materials, equipment or methods of construction are acceptable for use in the work.

**Inspection** shall mean examination or observation of work completed or in progress to determine its compliance with Contract Documents.

**Equal to or approved equal** shall mean materials, products, equipment, assemblies, or installation methods considered equal by the Bidder in all characteristics (physical, functional, and aesthetic) to those specified in the Contract Documents.

**Substitution or substitute** shall mean materials, products, equipment, assemblies, or installation methods deviating in at least one characteristic (physical, functional, or aesthetic) from those specified, but which in the opinion of the Bidder would improve competition and/or enhance the finished installation.

**Furnish, Provide, Perform and Install** shall mean to supply, furnish and deliver all materials, labor, tools, transportation, supervision, temporary construction, services, and pay all insurance, taxes, tariffs and contributions, unless specifically exempted, necessary to install material or accomplish processes specified, complete, new, clean, in place, operational and ready for intended use in accordance with the Contract Documents.

**Indicated, noted and shown** shall mean provide as detailed, or called for, and reasonably implied in the Contract Documents.

**Necessary** shall mean to that which, in the Designer's interpretation, is required for proper execution of the Work and/or performance of the material supplied, unless another interpretation is clearly stated.

#### **ABBREVIATIONS**

Whenever in these Contract Documents abbreviations occur, the meaning shall be interpreted as follows:

 AASHTO - American Association of State Highway and Transportation Officials
 ACI - American Concrete Institute
 AGC - Associated General Contractors of America
 ANSI - American National Standard Institute

ASTM	-	American Society for Testing Materials
ASSE	-	American Society of Sanitary Engineering
AWWA	-	American Water Works Association
DI	-	Ductile Iron Pipe
GS	-	General Statutes of North Carolina
MUTCD	-	Manual on Uniform Traffic Control Devices
NCAC	-	North Carolina Administrative Code
NCDOT	~	North Carolina Department of Transportation
NCDENR	-	North Carolina Department of Environment and Natural Resources
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturer's Association
NIC	-	Not in Contract
OUTLA		100 m contract
OSHA	-	Occupational Safety and Health Standards
PVC	-	
	-	Occupational Safety and Health Standards
PVC	-	Occupational Safety and Health Standards Polyvinyl chloride
PVC PWC	-	Occupational Safety and Health Standards Polyvinyl chloride Public Works Commission of the City of Fayetteville

## **GENERAL STATUTES GUIDELINES:**

All prospective Bidders are hereby advised to become familiar with certain provisions of the General Statutes of North Carolina. The following list is furnished for your information and is not meant to be all-inclusive. Full compliance of the Current General Statutes of North Carolina applicable to this Contract shall be required from all Bidders.

Chapter 44A, Article 3	Payment and Performance Bonds
Chapter 87	Contractors

Chapter 95, Article 16	Occupational Safety and Health Act of North Carolina
Chapter 113A, Article 1	Pollution Control and Environment
Chapter 130A, Article 19	Asbestos Hazard Management
Chapter 132	Public Records
Chapter 133, Article 1	Public Works - General
Chapter 133, Article 3	Public Works - Regulation of Contractors
Chapter 143, Article 8	Public Contracts
Chapter 143, Article 21	Water and Air Resources
Chapter 143, Article 21B	Air Pollution Control
Chapter 44A, Article 3	Payment and Performance Bonds
Chapter 87	Contractors
Chapter 95, Article 16	Occupational Safety and Health Act Of North Carolina
Chapter 113A, Article 1	Pollution Control and Environment
Chapter 130A, Article 19	Asbestos Hazard Management
Chapter 132	Public Records
Chapter 133, Article 1	Public Works-General
Chapter 133, Article 3	Public Works-Regulation of Contractors
Chapter 143, Article 8	Public Contractors
Chapter 143, Article 21 Chapter 143, Article 21B	Water and Air Resources Air Pollution Control

#### "STANDARDS" REFERENCED:

Whenever reference is given to standard Specifications, manuals, codes or other data published by any regulatory agency, technical society, organization or association as to the code of any governmental authority, or regulating agency, including but not limited to National Electric Codes, NC State Building Codes, Federal Specifications, ASTM Standards, etc., whether such reference be specific or by implication shall mean the latest standard Specification, manual, code including addenda in effect at the time of the bid opening; work, materials, or equipment described in works which so applied have a well known technical or trade meaning shall be deemed to refer to such reorganized standard. Except where the Contract Documents include more stringent requirements, applicable Construction Industry Standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such Standards are made a part of the Contract Documents by reference.

## SPECIAL PROVISIONS

## TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall commence work to be performed under this agreement on the date specified in a written "Notice to Proceed" and shall fully complete and obtain Designer's final acceptance of all work hereunder within <u>210</u> consecutive calendar days from said date. All work must be completed and accepted before the Contract Completion Date. For each consecutive calendar day of delay beyond the time specified for Contract completion, the Contractor shall pay to the Owner the sum of <u>one hundred fifty dollars (\$150.00)</u> for each day that expires after the time specified per day as liquidated damages reasonably estimated in advance to cover losses to be incurred by the Owner by reasons of failure of said Contractor to complete the work within the time specified, such time being of the essence to this Contract and material consideration thereof.

The Contractor acknowledges that time is of the essence in this Contract and the Owner will suffer financial loss if the work is not complete within the time specified. The Contractor agrees, further, that the Owner may retain liquidated damages from the amount of compensation due the Contractor, under the terms of the Contract, for each and every day that the work remains incomplete beyond the completion date commencing on the day after the Contract expiration date. The Contractor agrees the delays, expense and difficulties involved in a legal proceeding and the Contractor agrees the amount stated below is the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and furthermore, the liquidated damages are not to be construed, in any sense, as a penalty. The Contractor agrees that the Contract time includes consideration for such factors, including, but not limited to, time for mobilization, pre and final inspections, testing, training, cleanup and work under normal weather conditions for the time of year which work was performed.

The Contractor shall pay to the Owner the cost of the Engineer's services provided beyond the time limit originally specified for Final Completion which shall be in addition to any other damages sustained by the Owner as a result of such delays. Such payments will be withheld from amounts which may be or may become payable to the Contractor by the Owner and should the cost of these sustained damages exceed the amounts owed by the Owner, the Contractor shall pay the difference to the Owner.

If the progress or completion of the work is delayed by any fault, neglect, act or failure to act on the part of the Contractor or anyone acting for or on behalf of the Contractor so as to cause any additional cost, expense, liability or damage to the Owner or any damage or additional cost or expense for which the Owner may or shall become liable, the Contractor shall and does hereby agree to compensate the Owner for, and to indemnify the Owner against, all such costs, expenses, liabilities and damages.

The Designer shall be the judge as to the division of responsibility between several Contractors based on the construction schedule, weekly reports on job records and shall apportion the amount of liquidated damages to be paid by each of them according to the delay caused by any or all of them.

## PROJECT EXPEDITER

Neither the Engineer or the Owner shall have the duties and responsibilities including, but not limited to, construction means, methods, schedule, techniques, procedures or safety necessary for performing, superintending or coordinating all portions of the work of construction. The Project Expeditor shall have the affirmative duty to coordinate the work, sequence and schedule of the Project on behalf of the Owner and use its best efforts to do so. If the Project Expeditor determines at any point that, despite its best efforts, there is a significant risk of delay of the Project, the Project Expeditor shall promptly and timely so advise the Owner of the risk, the factors creating such risk, the efforts the Project Expeditor has made to keep the Project on schedule, the Project Expeditor's best opinion as to the responsible party or parties, and the Project Expeditor's recommendations of measures that reduce or eliminate the risk of delay.

## PUBLIC CONVENIENCE

For the most part improvements will be made within a gated, fenced, secured site and the Contractor(s) are to maintain good public relations during construction and to timely notify the County so as to minimize inconvenience and resultant complaints from the County during construction. The Contractor is required to cooperate and coordinate with the County to schedule, site access, moving cars, etc. in advance of construction. The site has a Cumberland County Sheriff's Office satellite facility. Contractor shall coordinate with the County in advance to insure facility operations are not adversely impacted by construction and only to the extent approved by the County.

Contractor(s) and all his Subcontractors shall exercise extreme care to avoid damage to the County's property. Should any such damage occur, it is the Contractor(s) responsibility to notify the Designer, in writing and on the actual date that the damage occurred, as to the extent of the damage and the Contractor(s) written plan to correct same. Contractor(s) written plan to correct damage shall include a timely settlement date. If Contractor fails to timely correct the damage, the Owner reserves the right to withhold progress payments until the damage is corrected and/or to correct damage and back charge the Contractor(s) for costs incurred.

The Owner has established a protocol for addressing complaints during the Project Work. Contractor shall be responsible for familiarizing himself and his Subcontractors with this protocol. Contractor shall post complaint "hotline" number(s) in a conspicuous place, easily accessible to staff and customers, at various Project work sites. During the course of the Work, the Contractor and/or his Subcontractors shall respond to requests from the Owner and/or the Designer to correct objectionable behavior or work practices in a timely manner. Should the Owner or the Designer judge the Contractor(s) non-responsive, in addressing legitimate residents' complaints, the Owner reserves the right to withhold progress payments until the complaint has been satisfied.

The following are mandatory requirements:

Posted speed limits shall be strictly adhered to. No speeding with equipment.

- Driveways and parking areas are not to be blocked until such time as the County is notified.
- To the maximum extent possible, one lane of traffic shall be maintained at all times.
- Do not stockpile excess soil, stone base, etc. in the road or along the right-of-way.
- No roads are to be detoured without the approval of NCDOT. Signage shall be in accordance with MUTCD Standards. Hand painted signs or directional arrows are not allowed.
- Traffic signs shall only be removed as necessary to facilitate the work and shall be reinstalled during the same day or removal. Any damage to boxes, signs or posts shall be repaired or replaced by the Contractor at his cost.
- A sufficient number of portable toilets shall be provided for workers and shall be placed discretely out of public view and shall be kept clean and orderly.
- Contractor shall not enter into adjacent public or private facilities for the purpose of using water, electricity, restrooms, vending machines, etc. without the written permission of the owner.
- The use of profane or abusive language or obscene gesturing or "Cat Calling" by workmen will not be tolerated.
- Do not litter at any time.
- Respond to Owner's complaints within 24 hours.
- Wear proper protective and safety clothing for construction sites (hard hats, shoes, shirts with sleeves, etc.).
- Maintain proper safety measures, particularly along open trenches, placing cones on raised manholes and backfilling open trenches if construction is stopped or the open trench is not manned.
- Personnel must wear an approved safety vest at all times while working in the right-of-way.
- English speaking Contractor's Representative is required on each work crew.
- Personnel must act in a professional manner and have a professional attitude.
- Personnel shall not have contact with the public that is not required by the work.
- Personnel shall not use or possess non-prescription drugs or prescription drug in quantities greater than prescribed.

- · Personnel shall not possess firearms or weapons of any nature.
- Personnel shall not possess or use alcohol.
- · Personnel shall not act careless, reckless, or incompetent at any time.
- Personnel shall not interfere with the performance of any other's duties to include Contractors, Subcontractors, Testing Agencies, Designers, etc.
- Personnel shall not wear offensive clothing or shirts with offensive material.

All construction personnel shall be respectful to all members of the Community, the Designer and representatives. Any kind of disrespect, harassment, unwelcome comments or advances or inconsiderate, non-cooperative attitude and actions from any construction personnel toward anyone associated with the project to include the Designer, Subconsultants, Public and County Staff will not be tolerated. If the Contractor, Subcontractor and/or Construction Personnel cannot adequately perform and/or comply with these requirements, the individual, Subcontractor, or employees will be directed to leave the project permanently. Such action taken by the Owner shall not constitute grounds for a claim. Contractor is solely responsible for any and all delays caused due to individual's removal form the project. Project superintendent will be held accountable for incidents of this nature. Inconsiderable, non-cooperative attitudes and actions will not be tolerated.

The Contractor is asked to perform the work "as if he was affected by the work". The staff and customers are extremely inconvenienced by the work and length of time of construction. The Contractor is reminded that the appearance of the project depends on prompt cleanup and the Contractor's personnel and Subcontractors, all of which are a direct reflection on the Contractor's reputation and image.

#### SPECIAL CONSTRUCTION REQUIREMENTS

The majority of the storm drainage is to be constructed over, near and in close proximity to water, sewer drainage, gas, telephone, electric, and other utilities existing. In an effort to create minimum disruption to the facilities operation, the following requirements are mandatory:

a) During actual installation of the drainage, the excavated material may be temporarily stockpiled along the route. In no case shall stockpiled material be allowed to remain for a period of time exceeding 24 hours. The trench shall be completely covered over and backfilled if construction is halted or the open trench shall be manned continuously. Soil, stone, millings, pipe, etc., shall not be stored or stockpiled in the road right-of-way. Damage to turf areas onsite due to temporary stockpiled material, construction travel and activities shall be replaced at the Contractor's expense. All obstructions to traffic shall be clearly marked and identified. If a trench box is being used, an orange safety fence shall be erected around the area. b) Existing known utilities are depicted on the plans based on information supplied by the utility providers and available records. Actual horizontal and vertical locations have not been verified. As Part of the Contract work, the Contractor shall dig up each utility which may conflict with construction in advance to verify locations. The utilities shall be "dug up" well in advance of actual installation of new utilities to allow the Engineer or the Designer an opportunity to adjust grades, alignment, etc., to avoid a conflict. Separate payment will not be made to physically verify the utility locations and payment will be made for actual work if modifications are made. If the Contractor fails to schedule "811" locators or perform advance physical locations well in advance of construction and a conflict arises, the Contractor shall be required to make corrective measures as instructed by the Engineer or the Designer at his expense. The Contractor's failure to advance plan (minimum 14 working days) by physically uncovering existing utilities in advance of construction shall not be cause for claim of loss time or a demand for an immediate response from the Engineer or the Designer or additional compensation.

c) The Contractor shall schedule and stage construction in a sequence to minimize disruption to the staff and facility operations for the shortest period of time. Special consideration shall be given to the Coliseum/Sheriff's Annex solid waste and trash collection schedule, mail delivery and bus routes, if applicable.

## **CLEANLINESS DURING CONSTRUCTION**

The Contractor shall perform a daily clean-up of all dirt, debris, scrap materials and other disposable items resulting from the Contractor's operations, whether on site or off site. The Contractor shall remove all construction equipment, barricades, tools, surplus materials, etc. no longer required at the site and provide refuse containers located to be easily accessible to all workers. The containers shall be emptied regularly and the contents removed from the site. No open accumulation of refuse, surplus or scrap materials will be permitted. Failure of the Contractor to maintain a clean site, including adjoining streets, will be basis for the Designer to issue a written Notice of Non-Compliance with the Contract. If the Notice to Correct is not complied with within 24 hours, the Designer may authorize the cleanup to be performed by others and the costs shall be deducted from monies due to the Contractor. The Contractor shall legally dispose off-site in an approved permitted landfill all waste materials and other excess materials resulting from Construction.

## STAGING AREAS

The Contractor shall be required to secure staging areas for storing materials, equipment, etc. All costs including, but not limited to, rent, restoration, site maintenance, erosion control measures and permit fees (including Temporary Use Permit required by the City of Fayetteville), shall be the responsibility of the Contractor. The Contractor will submit a Staging Area Operation Plan for each site consisting at a minimum of the following for review and comment by the Owner prior to the start of construction:

- The layout of each staging area clearly identifying use areas and sufficient in detail and scale to indicate the proximity of activity to adjacent residences and businesses;
- Transportation plan including routes for both ingress and egress;

- Dust control measures both on site and along transportation routes necessary to minimize the transmission of material onto streets used for ingress and egress; and,
- Hours of operation and noise mitigation measures.

In an effort to minimize the inconvenience, if any, of a staging area to the neighborhood, the Owner shall have the right to reject the proposed location of any staging area where the proximity shall be near any prior or current annexation project related staging area and determines that the continued usage of the area will negatively impact the previously impacted neighborhood. The Contractor is responsible for complying with all applicable local, state, and federal regulations related to the operation of staging areas. All staging areas will be subject to inspection by the Owner, or agent thereof, for compliance with this section without prior notice. Any deficiencies will be documented by Owner and written notice will be given to Contractor in accordance with the contract conditions. Contractor must rectify deficiencies in a reasonable time frame. Failure to do so will result in breach of contract.

Proper measures, to include total secondary containment, shall be used for fuel storage and to prevent spillage. The Contractor shall not stockpile materials or place fill dirt on any lot without approval from the property owner. Should the Contractor's stockpiles create drainage problems or dam water, the Contractor shall construct drainage improvements at his expense as directed by the Project Engineer and/or Project Coordinator, or relocate the stockpile(s).

## AGREEMENTS WITH PROPERTY OWNERS

Any and all agreements between the Contractor and individual property owners for work, services, rent of staging areas, etc. located outside the project limits (i.e. easement, right-of-way, etc.) shall not obligate Cumberland County, the Engineer, or the Owner's Representatives. Prior to performing any work on private property, which could remotely infer the Contractor acting on behalf of the Owner, the Contractor shall furnish to the Designer a signed and notarized statement executed by the Property Owner acknowledging the Owner and the Designer are not liable for any agreements between the Property Owner and the Contractor and that the Contractor shall hold harmless and defend the Owner, the Engineer, and the Designer from all claims, damages, etc. The Agreement shall be in a format and content approved by the Owner. Additionally, all agreements/actions by Subcontractors shall be the Contractor's responsibility to secure Property Owner's Agreement described herein. At the completion of the project, the Contractor shall obtain a release from the Property Owner for satisfaction, completion and restoration.

## WORKING DAYS & HOURS

Regular working hours shall be 40 hours per week, 8 hours per day (between 7:00 a.m. and 5:00 p.m.), Monday through Friday. No work shall be done between 5:00 p.m. and 7:00 a.m. without prior permission of Designer. Requests to work other than regular working hours or on legal holidays must be submitted to the Designer in writing. The request must be submitted at least 48 hours in advance of the period proposed for such work, and shall set forth the proposed schedule for such work to give Designer ample time to arrange for appropriate personnel to be at the site of the Work. Legal holidays observed by the Owner include New Year's Day, Martin Luther King's

Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving (2 days), Christmas (2 days). However, emergency work may be done without prior permission. The Contractor acknowledges the number of completion days allowed in the Contract are reasonable and all work can be performed within the times, days, and 40 hour work week as outlined.

The Contract does not require night time working provisions. The Owner would prefer working hours to be limited to 7:00 a.m. to 7:00 p.m., Monday thru Friday. Owner prefers no Saturday work unless the work progress falls behind schedule. Work on Saturdays will be limited to 8:00 a.m. to 5:00 p.m. and no work on Sundays. Schedule requirements, completion date, etc. may require exceptions to be made; however, the Owner shall approve extending working hours and days. Work on Saturdays, Sundays or legal holidays requires written approval by the Owner with a minimum 48 hour advance request by the Contractor. The Contractor acknowledges the completion days allowed in the Contract are reasonable and all work can be performed within the times and days outlined.

Except as otherwise required for the safety or protection of person or the work or property at the site or adjacent thereto, and except as otherwise stated in the Contract Documents, all work at the site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of work on Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Designer.

Contractor shall pay for all additional charges by the Designer to Owner and other extra personnel cost to Owner, on account of the overtime work which may be authorized, except where the Contract Documents or Owner restricts Contractor in writing from performing specific portions of the work during other than regular work hours. No extra payment shall be made by Owner on account of such overtime work. Charges by the Designer shall be calculated at a rate of \$70 per hour.

## **EMERGENCY RESPONSE**

The Contractor shall maintain a construction crew capable of performing emergency maintenance work 24 hours a day, 7 days a week to include all holidays. As a minimum, phone numbers (day and night) shall and pager numbers be furnished for at least three (3) individuals in responsible charge (capable of making binding company decisions) to be available at all times (24 hours a day, 7 days a week to include all holidays). The emergency phone numbers and responsible individual's names will be provided to the Owner and Designer. The numbers shall remain current for the duration of the project and shall be updated in writing as required. The Contractor's designated emergency personnel shall be expected to respond and perform emergency maintenance work immediately, in less than 2 hours, or the work will be performed by others and all associated costs deducted from the Contractor's payment.

The Designer determination of an emergency situation is final. An emergency situation (i.e. immediate concern) exists if a risk of damage to any personal or private property, health, life, safety or if access to emergency vehicles is not provided, etc. No effort will be made to negotiate costs with other Contractors or the Owner's personnel performing the work and/or responding; all costs (i.e. wrecker bills, furnishing and/or placement of emergency barricades and signage, car cleaning, flagmen, trench surface repairs, etc.) shall be paid by the Contractor. No separate payment will be

made for emergency response, and all associated costs shall be included in the unit price bid on the various items of work contained in the Proposal.

The Contractor shall notify the Owner of the problem, the anticipated response time and the estimated time required to complete the repair work. If the Owner is not notified by the Contractor when the work will be completed, the Owner will make the necessary repairs or alternate measures will be taken at the Contractor's expense.

## DUST CONTROL

The Contractor shall control the dust in all areas of the project limits for the entire duration of construction. Dust control may be accomplished by use of either water or dust control materials such as calcium chloride or sodium chloride, or as directed by the Designer. Watering parking areas, streets and drivers daily or continuously watering the parking areas, streets and drives shall be required during dry summer days or as directed by the Designer. Periodic sweeping (minimum once weekly, every Friday, or as directed by the Designer) of the parking areas, streets and drives shall be performed to remove dirt, sediment or stone in all travel-ways. Sweeping shall be accomplished in such a manner to direct all dirt, stone, etc. towards the disturbed areas. The Contractor will be required to have a water truck, sweeper/broom and a compactor/roller on-site as needed with sufficiently trained personnel available to operate each individual piece of equipment. The Owner reserves the right to proceed with parking areas, streets and drives cleaning should the Contractor fail to comply with this requirement and deduct the cost from the Contractor's Request for Payment.

The broom shall be equipped to provide continuous sprinkle of water entirely across the brush to control dust. The brush bristles fiber construction shall be suitable to sweep dirt, stone and asphalt millings. The broom angle shall be variable to 45 degrees right or left and the broom rotation speed and vertical locations (downward pressure) adjustable to include a locked position for extra heavy sweeping. The brush core/unit operation shall be independent of the broom units power train system (i.e. independent motors). The brush unit shall be equipped with a full rubber shield to deflect flying debris and a wrap-around type 16 gauge metal shield the length of the brush core and covering 140 degrees. On dry, hot days, the water sprinkler system to the brushes may not provide adequate wetting and water truck may be required to supplement the broom unit. Water trucks shall be equipped to evenly and uniformly distribute the water across the travel-way to be swept.

No separate payment will be made for the control of dust, but all costs of same shall be included in the unit price bid on the various items of work contained in the Proposal. Should the Contractor fail to provide adequate dust control, the Owner reserves the right to stop work and/or refuse to process the Contractor's progress payment applications until the Contractor installs adequate dust control measures.

## **RIGHTS-OF-WAY AND/OR EASEMENTS**

Deeds, grants, encroachment permits, and rights-of-way easements, for necessary property have been secured by the Owner. If work is delayed by reason of the inability of the Owner to promptly secure necessary property or rights-of-way, the Contractor shall have no claim for loss due to such delays,

but the Contractor will be required to work in areas where easements have been secured and stopping work to move to various locations may be required. If the Designer determines work cannot continue, the Contractor shall have no claim for loss due to such delays but the time of completion will be extended accordingly.

The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans and in no case shall he encroach beyond the limits of the Owner's property or rights-of-way. He shall place materials, equipment, supplies, etc., so as to cause the least possible damage to property and interference with traffic. His method of operation and placing of equipment and materials shall be subject to the approval of the Designer.

It shall be the duty of the Contractor to locate the limits of the rights-of-way, or property lines, prior to beginning construction. He shall be solely responsible for any damage to trees or other property outside the boundaries of the construction and shall make satisfactory settlement for any damage directly with the property owner involved. The Contractor shall provide written proof to the Owner that any and all claims concerning damage to private property have been settled or resolved. Final payment to the Contractor will not be approved until this certification is provided by the Contractor.

Access to the construction sites shall be from public right-of-ways, easements or the street and highways at the points of their intersection with proposed lines. Provisions of any and all additional access right-of-ways will be the responsibility of the Contractor. The Contractor shall be liable for all damages resulting from access usage and the satisfactory repair of such damages shall not be the responsibility of the Owner.

Property along the proposed route shall be protected to the maximum extent practicable by the Contractor during all phases of construction. Trees which receive damage to branches shall be trimmed to improve the appearance and trunks treated with a tree dressing. Fences and other similar items shall be removed, property restored and replaced, using new items as required, to restore the item to the original condition or better.

Where fences exist for security/privacy purposes the fence shall be relocated temporarily to provide full time protection. The Contractor is responsible to coordinate the fence removal and replacement for both the temporary and permanent placement. Damaged fencing, structures, pipe, etc. to be incorporated in the new work shall be replaced with new, un-used materials.

The Contractor shall be at all times cooperative with the companies/residents affected by his operations and shall endeavor to maintain good public relations at all times. Access routes, disposal sites, etc. shall be secured in writing by the Contractor and furnished to the Designer.

## NCDOT RIGHT OF WAYS

The Contractor shall not begin work on any property of the State Highway Department (i.e. NCDOT) until he has secured necessary permits. He shall conform to all requirements of the State Highway Department, or its authorized representatives in the prosecution of this portion of the work. Prior to any construction (minimum one week advance notice), the Contractor shall notify the

District Engineer's Office in Fayetteville, telephone 910-486-1496. The Contractor shall provide necessary flagmen, warning and description signs or devices, and other requirements for the protection of traffic as specified in the U.S. Department of Transportation's Federal Highway Administration's Manual on Uniform Traffic Control Devices for Streets and Highways, and the North Carolina Construction and Maintenance Operations Supplement. Excess soil on pavement shall be broomed daily. A copy of the approved encroachment agreement/permit shall be kept on the job-site at all times and made readily available if requested. The Manager of Rights-of-Way and Division Designer or their representative reserves the right to stop any work for noncompliance without claim for extra compensation.

All expenses and costs incurred to provide additional bonds, insurance, special equipment, methods of construction, limited working hours, safety provisions and inspection deemed necessary by the Department of Transportation, City of Fayetteville or Public Works Commission shall be at the expense of the Contractor.

## **EXTERMINATION IN ACQUIRED EASEMENTS**

Several easements are located in close proximity of existing houses and many areas are still somewhat in their natural state. Prior to performing the clearing and grubbing operations, the Contractor shall have the construction areas professionally exterminated to eliminate rats, rodents, snakes, etc. Once the creature's environment is disturbed, refuge will be sought in least desirable location compatible with humans. Separate payment will not be made for extermination.

## LIGHTS, BARRICADES, AND SIGNS

The Contractor shall provide, erect, and maintain all necessary barricades, suitable and sufficient red lights and danger signals, with a sufficient number of watchmen, and take all precautions for the protection of the work and safety of the public. It is the duty and responsibility of the Contractor to furnish and mount any necessary signs on suitable and approved standards. Expense is defined as the cost of labor, equipment and materials at current City of Fayetteville rates. If work is performed during non-duty hours, overtime rates shall apply. All signage and signage placement shall be in strict accordance with the current Manual for Uniform Traffic Control Devices and the North Carolina Department of Transportation Supplements for Streets and Highways.

## TRAFFIC CONTROL

The Contractor working in public rights-of-way or streets open to vehicular traffic, shall be required to temporarily maintain traffic control devices to reduce unnecessary congestion and unsafe traffic conditions throughout the entire project area to include any connecting streets affected by construction activities. These devices shall be placed and maintained in accordance with the following:

AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATED, "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART VI (LATEST EDITION)" and the North Carolina

Supplement. The cost of traffic control shall be included in the unit price Bid for each applicable item stated in the Proposal.

The Contractor shall be liable for any damages resulting from his negligence in using adequate work zoned traffic control. Furthermore, the Designer reserve the right to stop any work for non-compliance.

## EXISTING UTILITIES

The Designer will furnish all drawings necessary to show the intended line, grade, and details of the construction work to be done under this Contract. The Designer will also point out the location of all underground utility lines, but the exact location of such lines cannot be guaranteed. The Contractor will be responsible to protect these lines against damages at all times. Any deviation from the Plans, Specifications, etc., as may be required by the exigencies of the construction, in all cases will be determined by the Designer. The Contractor is required to dig up existing utilities in advance of construction to verify locations, at no additional expense to the Owner. The Contractor's failure to advance plan by physically uncovering existing utilities well in advance of construction shall not be cause for a claim of loss time or demand for an immediate response from the Designer. The Designer reserves the right to make such alterations in the plans or in the character of the work, from time to time, as may be considered necessary or desirable to complete fully and perfectly the construction of the work, and if such alterations of the plans result in increased cost or result in decreased cost to the Contractor, an equitable adjustment therefore is to be agreed upon in writing by the Contractor and the Designer or his authorized representative. If the Contractor's failure to dig up utilities in advance of construction to accommodate grade and/or alignment adjustments results in increased costs, the Contractor shall be responsible for all additional costs and/or expenses.

# PROTECTION OF POTABLE WATER SUPPLIES, STORM SEWERS AND OTHER UTILITIES

The Contractor is requested to assist the Engineer if these conditions/circumstances arise in advance so that proper design procedures are addressed and adhered to. All pressure tests shall be performed in accordance with the requirements specified in Hydrostatic Tests (Ductile Iron Pipe).

1. <u>Cross Connection Prohibited</u>

There shall be no physical connections between a public or private potable water supply system and a sewer, or appurtenances thereto, which would permit the passage of any wastewater or polluted water into the potable supply. No water pipe shall pass through or come into contact with any part of a sewer manhole.

- 2. <u>Relation to Water Supply Source</u>
  - 1. A distance of 100 feet shall be maintained between any private or public water supply source, including any WS-1 waters or Class I or Class II impounded reservoirs used as a source of drinking water. If this minimum separation cannot be

maintained, ductile iron sewer pipe with joints equivalent to public water supply design standards and pressure tested to 150 psi to assure water tightness, shall be used. The minimum separation however, shall not be less than 25 feet from a private well or 50 feet from a public water supply well.

- 2. All existing waterworks units, such as basins, wells, or other treatment units, within 200 feet of the proposed sewer shall be shown on the engineering plans.
- 3. <u>Relation of Water Mains and/or Storm Drainage</u>
  - 1. Crossing a Sewer and/or Water Main Over or Under a Storm Drain Line: The water and/or sewer main shall be laid with a minimum vertical separation (outside pipe diameters) of at least 24 inches or the sewer (and/or water) shall be constructed with ductile iron materials for a distance of 10 feet each side of the crossing and subjected to a 150 psi pressure test.

## **CROSSING EXISTING OR PROPOSED UTILITIES**

- A. <u>Relation To Other Utilities</u>
  - 1. Underground telephone, cable TV, and gas utilities or conduit banks shall be crossed maintaining a minimum of 12 inch separation or clearance.
  - 2. Where possible, electrical crossings shall be performed while the conductor is deenergized and at all times in the presence of the service provider. Electrical primary conductor crossings shall be as follows:
    - a. Crossing over a conductor, maintain a minimum of 12 inches of undisturbed soil encasing the conductor.
    - b. Crossing under a conductor shall be accomplished by boring, maintaining 12 inches of undisturbed soil encasing the conductor.

## PRE-TESTING & PRE-INSPECTION

The Contractor shall notify the Designer to schedule all testing and inspection services. The Designer will consider such notification, either written or verbal, as the Contractors belief the tests results will be acceptable in accordance with the Contract requirements. The Contractor must notify the Project Representative a minimum of 3 days in advance to the scheduled test.

## PROJECT SIGN

The Project Expeditor will erect one sign on the project if required. The sign shall be of sounds construction, and shall be neatly lettered with black letters on white background. The sign shall bear the name on the project, and the names of Prime Contractors on the project, and the name of the Designer and consultants. Directional signs may be erected on the Owner's property subject to

approval of the Owner with respect to size, style and location of such directional signs. Such signs may bear the name of the Contractor and a directional symbol. No other signs will be permitted except by permission of the Owner.

Prior to the first application for payment the Contractor shall erect one project sign for each geographic area or subdivision. The sign size/dimensions are not to be greater than 4 foot x 8 foot sheet of <sup>3</sup>/<sub>4</sub> inch exterior grade plywood and hardwood edging on all four edges, with materials readily available from the local supply stores. The signs shall be mounted on two 4 inch by 4 inch wood posts. Posts shall be 6 feet - 0 inches on centers, and the center of the sign shall be located midway between posts. Top of sign shall be 6 feet above ground and posts shall extend 2 feet below ground level (or deeper if required to insure stability). The plywood shall be painted white, front and back and lettering shall be black to identify brief project description. Sign should be placed in a prominent location on project site as directed by the Designer. No separate payment will be made for the project sign.

#### COUNTY OF CUMBERLAND PRODUCTION DRIVE EXTENSION & SANDHILL RD. INDUSTRIAL SITE

#### FAYETTEVILLE, NC

MOORMAN, KIZER & REITZEL, INC. CONSULTING ENGINEER NAME OF GENERAL CONTRACTOR

#### IMAGE RECORDS

The Contractor shall be required to take both video and still (photographic or digital) records of the project areas prior to commencing any work. These records shall completely document the current conditions of the project area paying particular attention to the conditions of existing private property adjacent to the work site. At a minimum, all construction tie in locations to existing facilities and utilities, approaching paving, curb, sidewalks, turf areas and existing utilities to remain located within the Project limits to document the existing conditions prior to the work commencing shall be recorded. A copy of such conditions shall be cataloged for reference (date of record, and full location description using physical address or referenced and measured to a scaled tape and physical feature) and shall be provided to the Owner prior to beginning any type of construction and with proposed project phasing and schedule submittals. Contractor shall retain a copy of the record for his use. No separate payment will be made for image records.

## GENERAL CONDITIONS

# INTENT OF CONTRACT DOCUMENTS

The intent and purpose of the Plans, Specifications, Supplementary Documents and Contract Documents is to provide for satisfactory completion in all details of the work. The Contractor shall do all work necessary thereto in full compliance with the Contract Documents. The Plans, Specifications, Supplementary Documents and Contract Documents are mutually explanatory and complimentary one to the other. Therefore work which is shown on the Drawings or called for in the Specifications shall be as binding and have the same effect and intent as if called for or shown in both and shall be fully executed.

The intent of the Drawings, Specifications and Contract Documents is to establish the scope of all labor, materials, transportation, equipment, and any and all other things necessary to provide a complete job. Any work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not the work is specifically called for. All work shall conform to the Contract Documents.

The wording of the Specifications shall be interpreted in accordance with common usage of the language except that words having a commonly used technical or trade meaning shall be so interpreted in preference to other meanings.

Where discrepancy or disagreement occurs in the Contract Documents, the order of precedence shall be: Form of Contract; Addendum; Instruction to Bidders; Definition of Terms, General Statues, Standards and Abbreviations; Special Provisions; General Conditions; Specifications; Plan and/or Profile Drawings; large-scale detail Drawings; and small-scale Drawings.

## **EXECUTION OF DOCUMENTS**

The Contractor shall execute each copy of the Proposal, Contract, Performance Bond and Payment Bond as follows:

- a. If the documents are executed by a sole Owner, that fact shall be evidenced by the word "Owner" appearing after the name of the person executing them.
- b. If the documents are executed by a partnership, that fact shall be evidenced by the word "Co-Partner" appearing after the name of the partner executing them.
- c. If the documents are executed on the part of a corporation, they shall be executed by either the president or the vice president and attested by the secretary or assistant secretary in either case, and the title of the office of such persons shall appear after their signatures. The seal of the corporation shall be impressed on each signature page of the documents.
- d. If the documents are made by a joint venture, they shall be executed by each member of the joint venture in the above form for sole Owner, partnership or corporation, whichever form is applicable to each particular member.
- e. All signatures shall be properly witnessed.

- f. If the Contractor's license is held by a person other than an Owner, partner or officer of a firm, then the licensee shall also sign and be a party to the Contract. The title "Licensee" shall appear under his/her signature.
- g. The Bonds shall be executed by an attorney-in-fact. There shall be attached to each copy of the bond a certified copy of power of attorney properly executed and dated.
- h. Each copy of the Bonds shall be countersigned by an authorized individual agent of the Bonding Company licensed to do business in North Carolina. The title "Licensed Resident Agent" shall appear after the signature.
- i. The seal of the Bonding Company shall be impressed on each signature page of the Bonds.
- j. The Contractor's signature on the Performance Bond and the Payment Bond shall correspond with that on the Contract.
- k. The Contractor shall execute the Contract and furnish satisfactory Performance and Payment Bonds and Certificate of Insurance within ten (10) days after the date the prescribed forms of Contract and Bonds are presented to him for signature. Should the Contractor fail or refuse to enter into a Contract or fail or refuse to furnish satisfactory Bonds and Certificate of Insurance, then the Bid Security shall be forfeited to the Owner. The Bond premiums shall be paid by the Contractor and all costs shall be included in the Bid price.

## PERSON AUTHORIZED TO SIGN DOCUMENTS

The Contractor, within five days after the date of Contract shall designate to the Designer one person in the firm who is authorized to sign documents such as Contracts, certificates, and affidavits on behalf of the firm and to fully bind the firm to all the conditions and provisions of such documents, except that in the case of a corporation, a certified copy of a resolution of the Board of Directors of the corporation listing the name and title of the person who is authorized to sign documents on behalf of the corporation and to fully bind the corporation to all the conditions and provisions of such documents shall be provided. The intent is to designate one individual to be solely responsible for all Company binding decisions and actions for the Company's personnel, Subcontractors, Equipment and Material Suppliers and all others and for or on behalf of said Company.

# CLARIFICATIONS AND DETAIL DRAWINGS

Where more detailed information is needed, or when an interpretation of the Contract Documents is required, the Contractor shall immediately refer the matter in writing to the Designer prior to proceeding with the work. In such cases where the nature of the work requires clarification by the Designer, such clarification or interpretation shall be furnished by the Designer with reasonable promptness by means of written instructions or detail Drawings, or both. Clarifications and Drawings shall be consistent with the intent of Contract Documents, and shall become a part thereof. No change shall be undertaken without prior written review and acceptance by the Designer. If the Contractor discovers errors, inconsistencies, discrepancies or

omissions in the Contract Documents, the Contractor shall inform the Designer of such condition and proceed after instructions by the Designer prior to proceeding with the work.

If the Contractor realizes errors, inconsistencies, discrepancies or omissions in the Contract Documents prior to bid, the Contractor shall request clarifications from the Designer and shall include in the bid price all work required to deliver a fully operational and ready to use system. If inconsistencies, discrepancies or contradictions in the Contract Documents are discovered after the bid, the Contractor shall be deemed by submittal of his bid, to have bid the most costly as to labor, materials, duration, sequence and method of construction to provide the work.

The Contractor(s) and the Designer shall prepare, if deemed necessary by either, a schedule fixing dates upon which foreseeable clarifications will be required. The schedule will be subject to addition or change in accordance with progress of the work. The Designer shall furnish Drawings or clarifications in accordance with that schedule. The Contractor shall not proceed with the work without such detail Drawings and/or written clarifications. The Designer shall furnish the Contractor written clarification in a reasonable time, so as not to impact the progress of the work. Clarifications for inconsistencies, discrepancies or contradictions shall not be a basis for deductive or additive change order.

The Contractor shall not take advantage of any apparent error or omission in the Plans or Specifications. In the event such errors or omissions are discovered, the Designer will make such corrections and interpretations as may be determined necessary for the fulfillment of the intent of the Contract Documents. If the Contractor knowingly performs any construction activity that involves an apparent error, inconsistency or omission in Contract Documents, the Contractor shall assume responsibility for such performance and shall bear all costs for correction.

# PLANS AND SPECIFICATIONS

The Owner will furnish to the Contractor five (5) copies of the Specifications and five (5) copies of the Drawings. Additional copies will be furnished, upon request in writing, for all additional costs and expenses that may be incurred by the Owner. The Contractor shall have available on the site at all times during the prosecution of the work, one copy each of said Plans and Specifications. This copy shall be marked accurately by the Contractor indicating all approved changes occurring during the construction process and delivered to the Designer upon completion of the project.

## **OWNERSHIP OF DRAWINGS AND SPECIFICATIONS**

All drawings, specifications, reports and technical data are instruments of service and property of the Owner. The use of these instruments on work other than this Contract without the permission of the Owner is prohibited. All copies of drawings and specifications other than Contract copies shall be returned to the Owner upon request after completion of the work.

# ACCESS TO RECORDS

Contractor and all Subcontractors shall maintain books, records, documents, and other evidence directly pertinent to performance of the work under the Contract Documents in accordance with generally accepted and consistently applied accounting principles and practices. Owner or Designer shall have access, at all times during normal business hours, to such books, records, documents, and evidence for the purposes of inspection, audit, and copying. Contractor shall provide suitable facilities for such access and inspection. Such books, records, and evidence shall be maintained and made available for a period of three (3) years after the date of final payment or until the final settlement of any disputes, claims, and litigation, whichever shall occur later. Contractor shall provide to Owner, when requested, copies of all purchase orders issued or sub-agreements executed, complete with all amendments, for work under the Contract Documents. Contractor shall include this provision in all subcontracts.

# MATERIAL GUARANTY

Before the award of Contract, the successful Bidder, when requested, shall furnish a complete statement of the origin, composition, and manufacture of any materials to be used in the construction of the project together with samples, which samples may be subject to the tests provided for in these specifications to determine their quality and fitness for the work. Samples will not be returned. Materials furnished must meet or exceed quality required by the latest specifications of the North Carolina Department of Transportation, where applicable.

# SHOP DRAWING, PRODUCT DATA AND SAMPLE REVIEW

Shop Drawings, Product Data and Samples are not Contract Documents. The Contractor shall not perform any portion of the Work requiring submittal and Designer's review until the representative submittal has been returned and with the appropriate action. Shop Drawings, Product Data, Submittals and Samples must be submitted for review to the Designer at least 30 days in advance of the respective work. Repairs, modifications and corrections to other work due to lack of Shop Drawing data and submittal shall be the responsibility of the Prime Contractor who failed to supply such data in sufficient time for review. Work performed prior to Designer's review shall be at the Contractor's risk.

Only Contract Documents, approved change orders, Designer bulletin Drawings and references specifically incorporated into Contract Documents constitute authoritative description of the work. No other documents, including Contractor-generated Drawings, shall be considered authoritative.

Within thirty (30) consecutive calendar days after the "Notice to Proceed", a schedule for anticipated submission of all shop Drawings, product data, samples, submittals indicated in the Schedule of Submissions or required by each Technical Specification and similar submittal shall be submitted to the Designer by the Project Expediter to include each Prime Contractor's submissions. This schedule shall indicate each submittal item, relevant Specification sections, other related submittal, the date when these items will be furnished to the Designer, and a reasonable date by which the Designer's review is necessary to maintain the progress as indicated in the construction schedule. This schedule must take into consideration any resubmittals required to obtain acceptable review by the Designer and Owner, and shall include adequate lead times for shipping, fabrication and manufacturing of components critical to the progression of the work.

The Prime Contractor shall review, approve and submit to the Designer all Shop or Setting Drawings, Product Data, Samples, Color Charts, and similar submittal data required or reasonably implied by the Contract Documents. Required Submittals shall bear the Contractor's stamp of acceptance as stated below, any exceptions to the Contract Documents shall be noted on the submittals, and copies of all submittals shall be of sufficient quantity for the Designer to retain up to three (3) copies of each submittal for his own use plus additional copies as may be required by the Contractor. Submittals shall be presented to the Designer with reasonable promptness and time so as to cause no delay in the activities of the Owner or of separate Contractors.

The Contractor may be required to submit full size, fully fabricated or erected samples and/or fully constructed mockups at his expense for the Designer and Owner's review. The samples or mockups shall be constructed, assembled, erected, cured and finished as specified and physically identical to the material or product proposed. Mockups and samples may include various wall panels with differing brick, sand and mortar, fencing, painted surfaces with various colors, textures, etc. The accepted sample or mockup shall be preserved and will be considered the baseline or standard in determining the quality and workmanship of the actual construction for acceptance or rejection.

The Designer shall review required submittals promptly, noting desired corrections if any, and retaining three (3) copies. The remaining copies of each submittal shall be returned to the Contractor not later than twenty (20) days from the date of receipt by the Designer, for the Contractor's use or for corrections and resubmittal as noted by the Designer. When resubmittals are required, the submittal procedure shall be the same as for the original submittals.

Review by the Designer does not relieve the Contractor from responsibility for compliance with the design or terms of the Contract Documents nor from responsibility of errors of any sort in the Shop Drawings, unless such lack of compliance or errors first have been called in writing to the attention of the Designer by the Contractor.

All shop Drawings, submittals, samples, field samples, mockups and data shall be submitted through the Project Expediter to the Designer for review according to the accepted schedule. No shop Drawing, submittal, sample, or data shall include the term "by others" or the like. The Designer will not accept any submittals received from sources other than the Prime Contractor. Items not required by the Contract Documents or requested by the Designer will not be accepted for review. Samples, Shop Drawings, submittals, and data will not be considered by the Designer unless the submission clearly indicates the work included in the submittal has been checked, coordinated by the Project Expediter between Prime Contractors, and stamped approved by the Prime Contractor, Project Expediter and Fabricator. Shop Drawings, Engineering Data, and Samples shall be furnished with the following information written on each submittal:

- a. Name of Project, Building or Facility
- b. Name, Address and Phone Number of Contractor
- c. Name, Address and Phone Number of Supplier or Manufacturer
- d. Appropriate Specification Section Number and Title
- e. Number and Title of Drawings
- f. Date of Drawings or Previous Revision Dates
- g. Clear Identification of Product and/or Materials and Location of Work
- h. Submittal Identification Number
- i. Contractor Certification Statement (Certifying the Review of Submittal)
- j. Graphic Scale
- k. Statement Field Dimensions Identified and Verified
- 1. Applicable Standard Reference Such as ASTM Number
- m. Identification of any Deviations from Contract Documents

No time extension will be granted for delays caused due to failure of the Contractor to properly review Shop Drawings and Material Submittal Drawings prior to submittal to the Designer to include time for resubmittals. All Shop Drawings shall indicate how materials relate to conditions of the Project. Standard Manufacturer's Drawings that do not show how and where material is to be used will not be considered. Shop Drawings shall not be reproductions of Contract Documents. Coordination Drawings are required as outlined Construction Supervision and Schedule.

The Contractor shall insure that all Material Suppliers and Subcontractors adhere to the Contract Documents and that they order materials on time, taking into account current market and delivery conditions, fabrication and manufacturing time, and that the materials are provided on time. The Contractor shall notify the Designer in writing of delivery delays beyond the Contractor's control with supporting documentation.

Before submitting a Shop Drawing or any related material to the Designer, the Contractor shall review each such submission for conformance with the means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto, all of which are the sole responsibility of the Contractor. The Designer shall assume that no Shop Drawing or related submission comprises a variation unless the Contractor advises the Designer otherwise in writing and is acknowledged in writing by the Designer. Where a submitted item does not fully comply with each and every requirement of the Specifications, the submitted item shall clearly indicate such deviations by being marked as a "non-complying feature". Shop Drawings shall clearly indicate the Contractor's choice of size and/or types of materials including selecting appropriate options offered by the manufacturer and indicating on the submittal. Submittal shall indicate the location and intent where the item is to be used in the work and shall be reviewed by Designer prior to incorporating into the work. Resubmittal of unacceptable Shop Drawings that require clarification by the Contractor shall be resubmitted by Contractor within 10 days of receiving the clarification request.

The Contractor's Stamp shall read:

(Project Name) (Contractor Name)

This shop Drawing has been reviewed and approved with respect to means, methods, techniques, sequences and operations of construction, safety precautions and programs incidental thereto and has been coordinated with other parts of the project. The Contractor also warrants that this shop Drawing complies with the Contract Documents and comprises no variation thereto. Submitted in Accordance with Section \_\_\_\_\_ Paragraph \_\_\_\_\_ of the Specifications.

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

Contractor

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

Project Expediter

The Owner's and Designer's review is performed only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents and will not include a quantity check or dimensional verification. Modifications or comments made on the Shop Drawings during the review do not relieve the Contractor, Supplier, or Material Manufacturer from their responsibility to comply with the requirements of the Drawings, Specifications, and Contract Documents. Acceptance of a specific item does not include acceptance of the assembly of which the item is a component. The information that pertains solely to the fabrication process or to the means, methods, techniques, sequences and operations of construction, coordination of the work trades and for performing all work in a safe and satisfactory manner shall be the Contractor's responsibility.

It is not the Designer's responsibility to identify non-compliance. Non-compliance as determined by the Designer is grounds for rejection of the submittal. Discovery of non-complying features that have not been properly identified by the Contractor as such on submittals, may require at any stage of construction, the removal of the non-complying item(s) and placement of the complying item(s) at the Contractor's expense.

The Project Expediter shall maintain and provide monthly to the Designer and all Prime Contractors, an updated submittal log and request for information (RFI) log that will be used to review the construction progress status and required action during each monthly progress meeting. A sample Schedule of Submissions will be provided by the Designer. The RFI log should indicate the RFI number, summary of request and date submitted, date responded by Designer, clarification, whether RFI is outstanding, date resolved and by whom.

Preconstruction Administrative Submittals shall be submitted and accepted before the Designer can release the Contractor's first Request for Payment. Post-Construction Administrative Submittals must be submitted and accepted before the Designer can release the Contractor's Final Request for Payment.

The Contractor shall be responsible at his own expense to provide certification to the Designer by the manufacturer that all piping, manholes, concrete and accessories meet project Specifications and are in complete compliance with referenced American Society of Testing and Materials (ASTM) Standards. The Contractor shall pay for laboratory tests to establish design mix for concrete. Materials or Material Suppliers shall not be changed after submittal certification without written acceptance by the Designer. Any changes and re-certification cost shall be at the Contractor's expense upon acceptance.

# MANUFACTURER'S RECOMMENDATIONS AND CERTIFICATION

The Contractor shall submit to the Designer for review a complete list of all proposed materials, equipment, or products to be incorporated in the work within ten (10) calendar days after award of the Contract. If this list is acceptable to the Designer, no substitutions will be permitted except in unusual or extenuating circumstances and the Contractor shall pay all associated costs for the substitution. If no list is submitted, the Contractor shall supply only materials, products, or equipment named or specified in the Contract Documents or requested by the Designer. If requested by the Designer, the Manufacturer of materials, equipment or product shall submit evidence of having consistently produced materials of satisfactory quality and performance for a period of at least 2 years.

The Contractor shall submit to the Designer, the Manufacturer's recommendations for each material and procedure to the utilized which is required to be in accordance with such recommendations. The Contractor shall have a copy of the Manufacturer's instructions/recommendations available at the construction site at all times and shall follow these instructions unless otherwise directed by the Designer or outlined in the specifications.

# WORKING DRAWINGS AND SPECIFICATIONS AT THE JOB SITE

The Contractor shall maintain, in readable condition at his job office, one complete set of working Drawings, Specifications, Addenda, bulletins, and Coordination Drawings for his work including all reviewed Shop Drawings. Such Drawings and Specifications shall be available for use by the Designer or his authorized representative.

The Contractor shall maintain at the job office, a day-to-day record of work-in-place that is at variance with the Contract Documents. Such variations shall be fully noted on project Drawings by the Contractor and submitted to the Designer upon project completion.

# STANDARD SPECIFICATIONS FOR ROADS AND STRUCTURES

The Contractor shall have a copy of the Latest North Carolina State Highway Commission Revised Standard Specification for Roads and Structures on the job site at all times during construction. A submission of a Bid Proposal will be assumed that the Bidder is thoroughly familiar with any referenced sections and specifications of this book and has a copy in his possession at that time. These "Standards" will be considered minimum for this Contract. Reference to NCDOT "Standards" are specific to material specifications, material and installation testing, and construction procedures unless modified in the Technical Specifications or plans. NCDOT administrative provisions, including but not limited to, basis of claim for pay or any adjustment to bid price shall not be applicable to this Contract or Proposal documents.

# MATERIALS AND EQUIPMENT

The Contractor shall, unless otherwise specified, supply and pay for all labor, equipment, materials, tools, supplies, apparatus, lights, power, heat, fuel, sanitary facilities, water, temporary facilities, scaffolding and incidentals necessary for the completion of his work, and shall install, maintain and remove all equipment of the construction, other utensils or things, and be responsible for the safe, proper and lawful construction, maintenance and use of same, and shall construct in the best and most workmanlike manner, a complete job and everything incidental thereto, as shown on the Plans, stated in the Specifications, or reasonably implied therefrom, all in accordance with the Contract Documents.

All materials shall be new and of quality specified, except where reclaimed material is authorized herein and approved for use. Upon notice, the Contractor shall furnish evidence as to quality of materials. Workmanship shall at all times be of a grade accepted as the best practice of the particular trade involved, and as stipulated in written standards of recognized organizations or institutes of the respective trades except as exceeded or qualified by the Specifications.

# **RESPONSIBILITY FOR MATERIAL**

All pipe, fittings, manholes, and other materials shall be inspected upon arrival at the job site by a competent superintendent before unloading to insure that the quality of the materials conform to the Specifications. If a pipe is damaged during delivery or unloading, the pipe shall be set aside. Before installing, the Contractor shall notify the Designer so that the materials can be inspected for defects. Materials found to be defective shall be clearly marked to assure the necessary repairs are made, if approved by the Designer, before the pipe is incorporated in the work or replaced with sound material without additional expense to the Owner. All PVC or other plastic pipe, fittings and materials shall be covered for protection from UV rays.

The interior of all pipe fittings and other accessories shall be kept free from dirt and foreign matter at all times. Satisfactory protection from damage shall be provided. Solvents, gaskets, lubricants and any other similar material shall be stored in accordance with the manufacturer's recommendations. Any stockpiling of pipe shall be as near as possible to where the pipe will be installed. Small diameter pipe shall be layered in the same manner as they were loaded on the truck. The bottom layer shall be placed on a flat bottom and adequately blocked to prevent shifting as more layers are added. Each layer of bell and spigot pipe shall be arranged so that all bells are at the same end. The bells in the next layer shall be at the opposite end and projecting beyond the spigots of the pipe sections in the lower layer. Where only one layer is being stockpiled, the bell and spigot shall alternate between adjacent pipe sections. All pipe shall be supported by the pipe barrel so that the joint ends are free of load concentrations. No other pipe or material of any kind shall be placed inside a pipe or fittings as to damage protective coatings. The materials shall be stored as to be protected from traffic and construction equipment, damage of interior lining. The pipe should be protected from freezing.

## **ROYALTIES, LICENSES AND PATENTS**

The Contractor and Sureties shall hold and save the Owner, Designer, its officers, agents, servants, and employees harmless from liability of any nature or kind for or on account of the use, infringement or copywrite of any patented or unpatented invention, article, appliance, or process furnished or used in the performance of this Contract, excepting patented articles required or designated by the Owner in the specifications, the use of which the Contractor does not control. The Contractor must notify the Owner immediately of any claim or infringement of any patent in connection with that performance of this Contract. The bid prices shall include all royalties, licenses or costs arising from the use of such design, devices or materials in any way involved in the work.

## LAWS AND REGULATIONS

The Contractor at all times shall give all notices, conform to and comply with all laws, ordinances, codes, rules, and regulations which in any manner affect those engaged or employed in the work, materials or equipment used in or upon the work, the execution and completion of the work, or in any way affect or have bearing on the conduct of the work under this Contract. If the Contractor observes that the Drawings and Specifications are at variance therewith, he shall promptly notify the Designer in writing. See Instructions to Bidders, Bulletins and Addenda. Any necessary changes required after Contract award shall be made by change order in accordance with Contract Documents. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, codes, rules and regulations, and without such notice to the Designer, the Contractor shall bear all cost arising therefrom. Pleas of misunderstanding will not be considered on the account of the Bidder's ignorance thereof. Additional requirements implemented after bidding will be subject to equitable negotiations.

The Contractor at all times shall observe, conform and comply with all laws, regulations, codes, rules, charters and ordinances of the United States, the State of North Carolina, County of Cumberland, the City of Fayetteville, and the Public Works Commission including, but not limited to laws concerned with labor safety, minimum wages, and the environment.

The Contractor shall indemnify and save harmless the Owner, Designer and all of its officers, agents, and employees against any and all claims, fines, penalties, judgments, damages, or liability including attorney's fees arising from or based on the violation of any such law or regulation, order or decree, whether by himself, his employees or Subcontractors.

# PROTECTION OF WORK AND PROPERTY

The Contractors shall be jointly responsible for the entire site and the building or construction of the same and provide all the necessary protections, as required by the Owner or Designer, and by laws or ordinances governing such conditions. They shall be responsible for any damage to the Owner's property, or of that of others on the job, by them, their personnel, or their Subcontractors, and shall make good such damages. They shall be responsible for and pay for any damages caused to the Owner. All Contractors shall have access to the project at all times. The Contractor shall be responsible to locate the limits of construction prior to beginning

construction. The Contractor shall confine his construction operations, staging areas, material and equipment storage to the immediate vicinity of the location shown on the Drawings and in no case shall the construction operations encroach beyond the limits of construction. The Contractor shall be required to secure and obtain areas for staging, storing material, equipment, etc. all costs, such as rent, restoration, erosion control measures and permit fees shall be the responsibility of the Contactor. Storage of construction materials and equipment on site shall be limited to within the staging area. Should the Contractor fail to remove any material stored outside the staging area within 24 hours of notification received from the Designer, the Owner may have these materials removed at the Contractor's expense. The delinquent Contractor shall be responsible for replacement of the material and any delay to the project. Contractor shall pay all costs associated with the Owner's removal and Contractor's replacement at the Contractor's expense. The construction site and staging areas as well as adjacent areas shall be kept free of trash, litter, and debris at all times.

Contractors are requested to issue precise shipping instructions for any materials to be delivered to the job site by Suppliers or common carrier. All delivery papers must show the Contractor's name and Project name to eliminate attempts to deliver to the Owner's departments. Delivery shall not be made to the job site unless Contractor personnel will be present and equipment is available to affect the deliveries.

Placement and storage of materials, equipment, supplies, etc. shall be in a manner to cause the least possible damage to property. Interference with traffic due to material placement and storage locations shall be subject to the Owner's approval.

The Contractor shall provide cover and protect all portions of the work or structure when the work is not in progress, provide and set all temporary measures to include roofs, covers for doorways, sash and windows, and all other materials necessary to protect all the work on the building or project, whether set by him, or any of the Subcontractors. Any work damaged through the lack of proper protection or from any other cause, shall be repaired or replaced without extra cost to the Owner.

## CONTRACTOR'S DUTY AND OBLIGATION TO THE PUBLIC

The Contractor shall so schedule his work as to keep all buildings open to their prospective customers, and shall at this expense construct and maintain any necessary ramps, boardwalks, or other mean to maintain pedestrian traffic. He shall at all time cooperate with the public and Owner's Staff affected by his operations and shall endeavor to maintain good public relations at all times. Any lighting or other special facilities required to carry on work shall be furnished by the Contractor.

The Contractor shall be responsible for any damage to the Owner's property or that of others on the job by them, their personnel, or their Subcontractors, and shall make good such damages. The Contractor shall be responsible for and pay for and defend any and all claims against the Owner. All Contractors shall have access to the project at all times.

# BURNING

No fires of any kind will be allowed inside or around the operations during the course of construction.

# PUBLIC CONVENIENCE AND SAFETY

The Contractor shall barricade all walks, roads, etc., as proposed by the Contractor and reviewed by the Designer to keep the public away from the construction. All trenches, excavations or other hazards in the vicinity of the work shall be well barricaded and properly lighted at night. The Contractor shall schedule his work and make all efforts to insure roads and walks are open to both public and private vehicles and pedestrian traffic at all times. Where roadways are affected, one side of the roadway shall be kept open at all times for the passage of vehicles and pedestrians. The Contractor shall in all cases arrange his work as to cause the least inconvenience to the Owner, consistent with the proper prosecution of the work as reviewed by the Designer. When deemed necessary by the Designer, the Contractor shall complete his work up to such point as designated by the Designer before opening the work ahead. The Contractor shall be responsible for any and all damages arising from the failure to provide reasonable safe access ways during all phases of the construction operations. The opening of any street for travel shall not be held to be in any way an acceptance of the work or any part of it, or as a waiver of any of the provisions of these Specifications and Contract Documents. Necessary repairs, special facilities including temporary paving, surfacing or renewals made on any section of the work, which has been opened to travel as requested by the Owner, due to defective materials or work pending completion and acceptance, shall be performed at the expense of the Contractor. Where equipment must cross walks, landscaping areas, or ramps, the Contractor shall provide, as a minimum 34," plywood sheets for protection of these areas. The Contractor shall construct and maintain any necessary ramps, boardwalks or other means necessary to safely maintain pedestrian traffic at his expense for the entire project area including parking lots, roadways, sidewalks, handicap access routes, and drives located outside or adjacent to the construction limits. Contractors are reminded of the presence of handicapped individuals. All barricades, temporary walkways, excavations, and stockpile materials shall be formed in such a manner as to accommodate, allow access/passage and to adequately warn this segment of users.

# EMERGENCY AND POSTAL ACCESS

The Contractor shall notify the Owner, postal service, law enforcement agencies, fire departments and parties operating emergency vehicles before traffic is impeded and again as soon as the road is returned to normal operation. Access to fire hydrants and other fire extinguishing equipment, fire lanes etc. shall be provided and maintained at all times. The Contractor shall notify the Owner of any time the Owner's Fire Safety Systems may be affected or taken out of service due to actions by the Contractor or Subcontractors.

# JOB SITE SAFETY

The Contractor shall provide all necessary safety measures for the protection of all persons on the job, including the requirements of the A.G.C. *Accident Prevention Manual in Construction*, as amended, and shall fully comply with all state laws or regulations and North Carolina State

Building Code requirements to prevent accident or injury to persons on or about the location of the work. He shall clearly mark or post signs warning of hazards existing, and shall barricade excavations, elevator shafts, stairwells and similar hazards. He shall protect against damage or injury resulting from falling materials and he shall maintain all protective devices and signs throughout the progress of the work.

Safety in, on, or about the site is the sole and exclusive responsibility of the Contractor. The Contractor's method of work performance, superintendent of the Contractor's employees, and sequencing of construction are also sole and exclusive responsibilities of the Contractor.

Contractor shall be responsible for the safety of any person, including but not limited to, any work, the Owner, Owner's Staff, Designer and/or Designer's Representative, Subconsultants, citizen, etc. on the site of the work at all times during the prosecution of the work, regardless of whether the individual is an employee of the Contractor or a Subcontractor.

The Contractor shall provide at the site such equipment and facilities as are necessary to supply first aid to any individual or personnel who may be injured in connection with the work. The Contractor shall promptly report, in writing, to the Designer and Owner all accidents whatsoever out of, or in connection with, the performance of the work whether on or adjacent to the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Owner and the Designer. If any claim is made by anyone against the Contractor or a Subcontractor on account of any accidents, the Contractor shall promptly report the facts, in writing, to the Designer and the Owner, giving full details of the claim.

Neither the professional activities of the Designer or the presence of the Designer, their employees and sub-consultants at a construction site, shall relieve the Contractor or any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, schedule, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The responsibilities and activities on site shall not infer by any part to mean that the Designer or the employees, representatives and sub-consultants has responsibility for site safety.

The Designer's personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely and exclusively responsible for job site safety and shall include the Designer as an additional insured for primary protection under the Contractor's general liability insurance policy.

The Contractor shall indemnify, defend, and hold harmless the Designer, their employees, representatives, subconsultants and the Owner harmless from any claim or liability for injury or loss arising from the Designer, the employees, representatives, sub-consultants and the Owner's alleged failure to exercise site safety responsibility or from any claim or liability for injury or

loss that allegedly arises from the Contractor's performance of the work. The Contractor shall require all Subcontractor's to conform with these provisions.

The Contractor shall adhere to the rules, regulations and interpretations of the North Carolina Department of Labor relating to Occupational Safety and Health Standards for the Construction Industry (Title 29, Code of Federal Regulations, Part 1926, published in Volume 39, Number 122, Part II, June 24, 1974, *Federal Register*), and revisions thereto as adopted by General Statutes of North Carolina 95-126 through 155 and additionally to normal industry safety practices or standards.

When trenching and/or excavation is involved, a certified "competent person" shall be on site. OSHA defines a "competent person" as follows: One who has been certified through training as a "competent person" and is capable of identifying existing predictable hazards in the surrounding or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measure to eliminate them." The Contractor shall have a competent certified person on site and on each work crew at all times during all excavation or excavation operations or work shall be stopped immediately, without claim by the Contractor. Contractor shall provide "competent persons" name, certification, date and card prior to beginning construction of any kind or nature and prior to the Owner's issuance of the Notice to Proceed.

"Confined spaces" and "permit-requiring" confined spaces" as defined by OSHA, may exist in the work area or may be created by the construction of this Project. The Contractor shall be responsible for identification of any permit requiring confined spaces and for establishing all required procedures for meeting the requirements of OSHA relative to these spaces, including written confined space entry program(s).

The Contractor shall designate a responsible member of his organization as safety inspector, whose duties shall include accident prevention on the work project. The name of the safety inspector shall be made known to the Designer at the time the work is started. The designated supervisory employee shall develop and/or supervise a Contractor's job safety program that will effectively implement the required safety provisions. The Contractor shall submit to the Owner, within 10 working days before beginning the start of construction, four copies of the job safety program adopted and to be enforced by the Contractor during the performance of the work. Neither the Owner nor the Designer shall be responsible for safety enforcement, precautions and programs in connection with the construction work.

In the event of emergency affecting the safety of life, the protection of work, or the safety of adjoining properties, the Contractor is hereby authorized to act at his own discretion, without further authorization from anyone, to prevent such threatened injury or damage. Any compensation claimed by the Contractor on account of such action shall be determined as provided for under Article 19(b).

The Contractor shall comply with the Public Works Commission safety Rule, Latest Edition; including, but not limited to, Confined Space Entry Procedures and Guidelines. Where conflicts

arise between OSHA and PWC regulations the most stringent of the two shall apply. A copy of the Public Works Commission Regulations will be made available to the Contractor. All questions concerning Public Works Commission regulations shall be addressed to the Owner's Representative. Any interpretation and enforcement made by PWC Safety Officer of these regulations shall be binding upon the Contractor. If the Contractor's personnel are observed creating a hazardous environment, the Contracting Supervisor/Foreman shall immediately address and abate the issues to reduce possibility of injury. Corrective action by the Owner will consist of advising the Contractor's supervisory representative, insisting on compliance with the Contract and could result in the project failing to meet specifications. Such action by the Owner will not constitute an acceptance of Contractor's practices, methods, techniques, procedures, or practice, nor release the Contractor of the responsibility for safety and health of job site.

# TREE PROTECTION

Tree and shrub protection shall be installed prior to beginning any construction activity of any kind or nature. Tree protection indicated on the Drawings is schematically shown. The tree and shrub protection to be installed shall encompass the entire area located under and/or within the tree's drip line or plant bed area. All areas located under the drip line of the trees or plant beds are off limits to vehicular traffic, stored materials, stockpiled material, construction equipment and excessive foot traffic. The Contractor shall give the Designer a minimum of 2 weeks notice in advance of actual construction to allow the Owner to remove trees and shrubs to be retained.

## **CONTRACTOR'S SECURITY**

The Owner will only provide security as it deems prudent and necessary for the Owner's own protection. The Contractor shall be responsible for security and safety of the project within the project limits, including on site materials, stored materials, equipment and/or completed work from vandals, mischief, curiosity, etc. The Contractor will be required to replace and/or repair all work and materials damaged, stolen or vandalized. The Owner must approve any "watchman" service instituted by the Contractor.

## TRAFFIC AND PEDESTRIAN CONTROL PLAN

Contractor shall prepare Traffic and Pedestrian Control Plans in accordance with the Manual of Uniform Traffic Control Services for Streets and Highways (MUTCD) and applicable supplements. The Contractor shall modify or supplement Plans to provide safe continuous vehicular and pedestrian traffic flow in, thru or around any parking areas, sidewalks, drives or roadways affected by the project to include areas, roads, walks, etc. located outside the construction limits or off the Owner's property that connect to the project or may provide a detour safely around the construction area. Contractor shall revise traffic control and pedestrian measures commensurate with the phasing and sequencing of the work. Contractor shall submit Traffic and Pedestrian Control Plan to Designer and Owner for review and comment prior to initiation of construction or implementation of the Plan. The Plan shall be reviewed by the Contractor with other planned work under separate Contracts to minimize disruption and inconvenience to traffic and pedestrians. The Contractor shall accept full responsibility to include furnishing, installation, maintenance and removal of all traffic control devices as well as all implied liability. Contractor shall incorporate all Designer and Owner comments into the Traffic and Pedestrian Control Plan and resubmit a revised Plan to the Designer and Owner for review. Contractor is charged with reviewing the work and the effects on adjacent areas and shall include all labor, tools, materials, equipment, signage, signage revisions, cones, barricades, traffic barrels, warning lights, flagmen and all else due to phasing or sequence of the work in the Contract. No additional payment will be made for traffic and or pedestrian control measures, detours, signage etc. regardless of Traffic and Pedestrian Control Plan and/or revisions and supplements being other than that contemplated by Contractor. The furnishing, installing, erecting, maintaining, relocating and removing of traffic control and pedestrian devices will be in accordance with current editions of the Manual on Uniform Traffic Control Devices for Streets and Highways. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise required by the Contract.

## STREET CLOSURE

When deemed to be in the best interest of the motoring public, the Owner and the Contractor, a street may be closed for work. The Contractor shall request, in writing a minimum of ten (10) working days prior to the desired closure date to have a street closed. The request shall state the Street Name, From and To of the individual street that is to be closed. The request shall also state the length of time the street is to be closed. The road closure shall be included and reflected in the Construction Schedule.

The street closure request shall also include a traffic control plan, showing the detour to thru traffic information. This traffic control plan shall be in accordance with the current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways and applicable supplements. Once the street closing is approved, in writing, the Contractor bears full responsibility for the closure. This includes the installation, maintenance and removal of all traffic control devices, as well as all implied liability.

There will be no direct payment for the work covered by this section. Payment at the contract unit or lump sum price for the various items in the contract will be full compensation for all work covered by this section.

The Contractor shall accept full responsibility for closure to including, furnishing, installation, maintenance and removal of all control devices as well as all implied liability. The furnishing, erecting, maintaining, relocating and removing of traffic control devices will be in accordance with current editions of the Manual on Uniform Traffic Control Devices for Streets and Highways. All traffic control devices furnished by the Contractor shall remain the property of the Contractor, unless otherwise required by the Contract.

No work on the individual streets shall start until all the traffic control devices required for the particular work activity have been installed, inspected and approved by the Owner's Representative.

# HAZARDOUS COMMUNICATION PROGRAMS

The Owner is subject to Hazard Communication Standard 29 CFR 1910 (Standard). Contractor agrees to provide and maintain Material Safety Data Sheets (MSDS) at the job site at all times required under the Standard for all hazardous materials delivered to the site no later than actual delivery of any hazardous materials. The MSDS sheets shall be located in an easily accessible and prominently located area, subject to the Owner's acceptance. Container labeling meeting all requirements of the Standard shall be appropriately affixed to the shipping or internal containers. Contractor further certifies that all material supplied under this Contract meets all OSHA requirements, both federal and those of the State of North Carolina; and further certifies that, if the material delivered is subsequently found to be deficient in any of the applicable state of federal OSHA requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

Owner reserves the right to refuse shipments of hazardous materials not appropriately labeled or when Material Safety Data Sheets have not been receive prior to or concurrent with receipt of the shipment, or whenever the material is delivered in a manner inconsistent with any applicable Law and Regulation.

## CHEMICAL USES

All chemicals used during project construction or furnished for project operation, whether herbicides, pesticides, disinfectant, polymer, reactant, fertilizer or of other classification, must show acceptance by either the Environmental Protection Agency or the USDA. Use of all such chemicals and disposal of residues shall be used in strict accordance with label or manufacturer's instructions. Herbicide, pesticide and fertilizer usage shall be consistent with the Federal Insecticide, Fungicide and Rodenticide Act and shall be in accordance with label restrictions.

If the Contractor encounters any materials considered or suspected of being hazardous, he shall immediately secure the area and contact the Owner for further instructions.

# CONTAINMENT

The Contractor shall comply with the following requirements:

a. Equipment utilized during the construction activity on a site must be operated and maintained in a manner as to prevent the potential or actual pollution of the surface or ground waters. Fuels, lubricants, coolants, and hydraulic fluids, or any other petroleum products, shall not be discharged on the ground or into surface waters. Spent fluids shall be disposed of in a manner so as not to enter the waters, surface or ground, and in accordance with applicable and federal disposal regulations. Any spilled fluids shall be cleaned up to the extent practicable and disposed of in a manner so as not to allow their entry into the waters, surface or ground, storm sewers, or drains on private or public (State) property. The Contractor is required to provide primary and secondary containment system for fluid storage, fueling and servicing equipment.

- b. The Contractor, his Subcontractors and Material Suppliers are prohibited from discharging any waste products from concrete trucks to include "wash down" water or from concrete coring and sawing work or any other unsuitable construction materials or products into the storm sewer system or discharge onto the Owner's property.
- c. The Contractor shall control the management and disposal of litter and sanitary waste from the site such that no adverse impacts to water quality occur.
- d. The Contractor shall pay all costs of the clean up and removal of any such unauthorized discharge and pay any and all fines, penalties and/or damages.

# SOIL AND EROSION CONTROL PLAN AND NPDES PERMIT

Any land-disturbing activity performed by the Contractor(s) in connection with the project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15, North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 N.C.A.C. 4A, 4B and 4C).

Minimum requirements for erosion control are shown on the Drawings, based on the Designer's anticipated construction methods and sequences. Individual Contractors shall supplement, adjust or provide additional measures to compliment his type of construction and/or phasing and sequencing to prevent transmittal of silt. Individual Contractors are required to maintain minimum standards for erosion control as approved or required by the North Carolina Department of Environment and Natural Resources. All fees, penalties, fines for non-compliance and all civil actions resulting there from shall be the Contractor's responsibility and in no way involves the Owner or Designer. The Contractor may be required to modify or supplement measures at no additional cost to the Owner. All erosion control measures shall be removed by the Contractor. The site must be restored, stabilized and any offsite sedimentation must have been removed and areas affected restored prior to the Designer's acceptance for Final Request for Payment.

The Contractor shall be required to prepare and obtain an approved Erosion Control Plan amending the original permitted Plan submitted by the Owner. The Supplemental Erosion Control Plan shall address staging/storage areas, haul roads, borrow pit operations and/or disposal/waste areas regardless of the size disturbance. The Contractor shall pay all fees associated with the supplemental Plan and a copy of the NCDENR approved Plan shall be furnished to the Designer. Work cannot begin until the Plan is approved by NCDENR. Permanent and temporary erosion control measures proposed by the Contractor for staging areas, borrow and disposal areas, haul roads, etc. shall be at the Contractor's expense and shall not constitute additional compensation.

a. Upon receipt of notice that a land-disturbing activity is in violation of said act, the Contractor(s) shall be responsible for ensuring that all steps or actions necessary to bring the project in compliance with said act are promptly taken.

- b. The Contractor(s) shall be responsible for defending any legal actions instituted pursuant to N.C.G.S. 113A-64 against any party or persons described in this article.
- c. The Contractor shall be required to display at the job-site office (or readily available on the project site), both the Owner's Erosion Control Permit and the Contractor's Supplement Erosion Control Permit. A copy of the amended Permit or evidence of an acceptable shall be furnished to the Designer prior to beginning work.

**NPDES Stormwater Discharge Permit for Construction Activities:** Regulations adopted by the US Environmental Protection Agency (US EPA) and by the North Carolina Division of Water Quality require that a National Pollutant Discharge Elimination System (NPDES) permit be obtained for stormwater discharges from construction activities with land disturbance of 1 or more acres. This permit is in addition to the approved Erosion and Sediment Control Plan acceptance. The Division of Water Quality is delegated by the US EPA to administer the NPDES permit program in North Carolina. This project is subject to these NPDES general permitting requirements. The Contractor shall comply with the application terms and conditions of this General Permit and is subject to enforcement by the Division of Water Quality for any violations of the General Permit.

The General Permit is tied to an approved Erosion and Sediment Control Plan issued by the North Carolina Division of Land Resources. Adherence to the Erosion and Sedimentation Control Plan is an enforceable component to the General Permit. The General Permit not only requires adherence to the approved Erosion and Sedimentation Control Plan, but also includes other limitations and controls. Some of the major items are outlined below.

- a. The permit covers projects that disturb one or more acre of land.
- b. The Contractor shall inspect all erosion and sedimentation control facilities and also shall observe runoff at stormwater discharges in accordance with the general permit (See Part I below for specific frequencies, etc.) Discharges to certain impaired waters require more frequent inspections.
- c. Records of inspections shall be maintained with a copy of the approved Erosion and Sedimentation Control Plan at the project site,
- d. The General Permit has other provisions that address areas that could affect stormwater runoff from construction activity that are not a part of an erosion and sedimentation control Plan. These areas include matters such as demolition debris, chemical usage, and oil spills that may contaminate stormwater runoff on a construction site.
- 1. Minimum Monitoring and Reporting Requirements
  - a. All sedimentation and erosion control of facilities shall be inspected and documented by the Contractor at least once every seven calendar days and within 24 hours after any storm event of greater than 0.5 inches of rain per 24 hour

period. The Contractor shall install and maintain a rain gauge on the site and a record of the rainfall amounts and dates.

- b. Storm water runoff discharges shall be inspected by visual observation for color, foam, outfall, staining, visible sheens, dry weather flows and muddy water (at the frequency described above) to evaluate the effectiveness of the pollution control facilities or practices. If any visible off-site sedimentation is leaving the site, corrective action shall be taken to reduce the discharge of sediments.
- c. The Contractor shall submit with each Request for Payment, a written report of weekly inspections. A sample report log is included in Appendix D. Visible sedimentation found off the site shall be recorded with a brief explanation as to the measures taken to prevent future releases as well as any measures taken to clean up the sediment that has left the site. These records shall be made available to DEM or authorized agent upon request.
- 2. Maintenance and Inspections
  - a. The Contractor shall provide the necessary operation and maintenance to keep all erosion controls devices and materials in good repair and operating at optimum efficiency. The Owner reserves the right, within 24 hours prior notice to the Contractor to repair any erosion control measures or materials as required, and deduct the cost of those repairs from the Contractor's Request for Payment.
  - b. The Owner, Designer or DEM representatives may periodically evaluate the project for compliance with these requirements.
  - c. The Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this general permit, including monitoring reports or reports of compliance or noncompliance shall, upon conviction, be punished by a fine of not more that \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both.

The Contractor shall insure that the streets connecting to the project are protected from mud, sand, stone, litter or debris in any form. All mud collected on vehicle wheels shall be removed or cleaned off before leaving the construction site. Should any mud or debris from the project collect on the streets the mud or debris shall be removed immediately to prevent any hazards to vehicular or pedestrian traffic as well as from entering the storm drainage system. The Contractor is required to clean the streets daily of construction related debris, dust and mud and is required to clean the storm drainage system (and downstream systems) affected by construction run off completely prior to final acceptance and payment. The Owner reserves the right to proceed with street cleaning should the Contractor fail to comply with this requirement and deduct the costs from the Contractor's Request for Payment.

To the fullest extent permitted by law, the Contractor(s) shall indemnify and hold harmless the Owner, the Designer and the agents, consultants and employees of the Owner and Designer, from and against all claims, damages, civil penalties, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of work or failure of performance of work, provided that any such claim, damage, civil penalty, loss or expense is

attributable to a violation of the Sedimentation Pollution Control Act and/or the NPDES Storm Water Discharge Permit. Such obligation shall not be construed to negate, abridge or otherwise reduced any other right or obligation of indemnity which would otherwise exist as to any party or persons described in this article.

# CONSTRUCTION OBSERVATION AND INSPECTIONS

It is a condition of this Contract that the work shall be subject to inspection during normal working hours by the Designer, designated official representatives of the Owner, any duly authorized representative of EPA or the State of North Carolina and those persons required by state law to test special work for official acceptance. The Contractor shall therefore provide safe access to the work at all times for such inspections.

The Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The Contractor shall provide facilities for such access so the Designer may perform his functions under the Contract documents.

All instructions to the Contractor will be made only by or through the Designer or his designated project representative. Observations made by official representatives of the Owner shall be conveyed to the Designer for review and coordination prior to issuance to the Contractor.

The Contractor shall be responsible for notifying proper inspectors at different stages of construction for inspection and acceptance before continuing the work. Work performed without proper acceptance and/or inspections shall be removed and replaced as directed by the Designer at no additional cost to the Owner. The Contractor shall give all notices necessary and incident to the due and lawful prosecution of the work. The Contractor's inability to allow sufficient time for scheduling inspections with the inspectors or Designer for continued prosecution of the affected work will not be considered a valid basis for a claim for time or money.

Where special inspection or testing is required by virtue of any state laws, instructions of the Designer, Specifications or codes, the Contractor shall give adequate notice to the Designer of the time set for such inspection or test, if the inspection or test will be conducted by a party other than the Designer. Such special tests or inspections will be made in the presence of the Designer, or his authorized representative, and it shall be the Contractor's responsibility to serve ample notice of such tests.

Should any work be covered up or concealed prior to inspection and acceptance by the Designer, such work shall be uncovered or exposed for inspection, if so requested by the Designer. Inspection of the work will be made promptly upon notice from the Contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition will be paid by the Contractor involved.

# QUALITY CONTROL

Quality control is the sole responsibility of the Contractor and shall include the activities of the Contractor, his Subcontractors and all Suppliers as required. The Contractor shall cooperate with

the Owner's testing company performing required tests and similar services and provide equipment, access or other means required by the testing company to facilitate performance of their services at no additional expense to the Owner. Auxiliary or similar services required by the Prime Contractor include but are not limited to the following:

- 1. Provide access to the work
- 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests
- 3. Take adequate quantities of representative samples of materials that require testing or assist the company in taking samples
- 4. Provide facilities for storage and curing test sample
- 5. Deliver samples to testing laboratories
- 6. Provide security and protection of samples and test equipment

The Contractor shall schedule the testing and be responsible for all costs associated with improperly scheduled site visits when such testing activities cannot be performed or the testing company must wait to perform a test in excess of 15 minutes (i.e. concrete delivery, extra compaction efforts, etc). The Contractor shall obtain from the testing company's field personnel, a copy of the field report and furnish the field report to the Designer no later than one week after the tests were performed. The field report is not considered an official result by the Designer until formally prepared in writing and furnished by the testing company.

The Owner reserves the right to test any or all materials and workmanship by a certified independent testing company at the Owner's expense. Testing shall be accomplished as deemed necessary by the Designer or in accordance with the testing frequency schedule furnished by the Designer or as requested by the Owner. Any necessary retesting due to failures of previous tests shall be at the Contractor's expense. Re-test shall be performed by the Owner's selected testing company and at the Designer's direction with regards to location, frequency or number of test, depth, etc. At the Designer's request, the Contractor may be required to uncover, expose or make available portions of the work for testing, observation or inspection at the Contractor's expense such as uncover areas of backfill for density testing. All work between two failing tests will be considered defective (i.e. density test in roadways, etc.). Elective testing by the Contractor (i.e. between failing tests) shall be performed by the Same testing company selected by the Owner at the Contractor's expense unless otherwise approved in writing by the Designer. If the Contractor believes the test results provided by the Owner's selected testing company are inaccurate, improperly performed or inconsistent, another independent testing company will be considered by the Designer, if requested in writing by the Contractor.

The Contractor shall be responsible for and shall pay all costs associated with any inspection or testing required in connection with the Owner's acceptance of a material supplier or equipment proposed to be incorporated in the work or materials, mixing designs, etc. submitted for review prior to purchase and to be incorporated in the work. The Contractor is encouraged to hire an independent testing company during the initial phases of the work to assist, recommend and establish the compaction efforts, rolling patterns and equipment necessary to achieve the specified compaction densities. Such recommendations, procedure, equipment, etc. utilized shall not be binding on the Owner to establish Quality Control.

Contractor shall provide labor, tools and equipment to assist the Designer in the review of subgrades, pipe installation, etc. Contractor shall make necessary adjustments directed by the Designer.

The Contractor shall notify the Designer and schedule with the testing laboratory all testing and inspection services. The Designer will consider such notification, either written or verbal, as the Contractor's belief the tests results will be acceptable in accordance with the Contract requirements. The Contractor must notify the Designer a minimum of three (3) days in advance of the scheduled test.

#### **OBSERVATION AND TESTING**

Regardless of the observations and testing by the Owner's Representative, Designer, or the Owner, the Contractor is responsible for performing and completing the Work in accordance with the Contract Documents. The Owner, Designer, or Owner's Representative has no liability or responsibility to the Contractor or Surety for work performed by the Contractor which is not in accordance with the Contract Documents, regardless of whether discovered during construction or after acceptance.

## CONSTRUCTION SUPERVISION

Each Prime Contractor shall designate a full time competent project superintendent, satisfactory to the Designer, to supervise the work and to respond to the Designer concerning the Owner's interest in the construction. The General Contractor, designated as project Expeditor, if applicable and the Project Superintendent, shall be responsible for coordination of the work with other Prime Contractors and Subcontractors. The superintendent shall not be changed without the consent of the Designer unless said superintendent ceases to be employed by the Contractor or asked to be removed from the Project by the Designer or Owner or ceases to be competent. The superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to him shall be as binding as if given to the Contractor. However, directions, instructions, and notices shall be confirmed in writing. Within 10 days of submitting the lowest responsible bid, the Contractor shall submit the names and references of both the Superintendent, all Subcontractor's and each Subcontractor's Superintendent and foreman to the Designer for review and comment. Required references and information shall include resumes of key personnel, references from five (5) Owners of similar projects (within the last 5 years), certifications and other information deemed necessary by the Designer. The list shall include the Contractor's principal staff assignments, their duties and responsibilities. The Prime Contractor's Superintendent and Foreman and/or Subcontractor's Foreman and Supervisors or any individual involved with traffic control, flagmen, etc. must be able to communicate effectively in English. If construction is stopped due to the Superintendent not being available, the Contractor shall not have recourse against the Owner or the Designer. The Contractor shall not begin work until acceptance from the Designer.

The Designer or Owner may request removal of Superintendent or any individual from the project for lack of cooperation, demeanor, attitude or lack of respect, without recourse. The new Superintendent's or replacement personnel's credentials shall be submitted to the Designer for

review within 48 hours of change unless otherwise directed by the Owner. Removal of a Superintendent or other personnel and the re-acceptance process shall not be cause for a claim.

If Prime Contractor has a Subcontractor doing work under this Contract, the Prime Contractor will have a Superintendent on the site available to approve changes or supply men with equipment to keep construction progressing in a safe manner. CONSTRUCTION WILL BE STOPPED IF PRIME CONTRACTOR'S SUPERINTENDENT IS NOT ON THE JOB SITE.

The Contractor shall examine and study the Drawings and Specifications and fully understand the project design, and shall provide constant and efficient supervision to the work. Should he discover any discrepancies of any sort in the Drawings or Specifications, he shall report them to the Designer without delay. He will not be held responsible for discrepancies in the Drawings and/or Specifications, but shall be held responsible to report them should they become known to him.

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any Subcontractors or of any employee of either. The Contractor agrees that no contractual relationship exists between the Subcontractor and the Owner in regard to the Contract, and that the Subcontractor acts on his work as an agent or employee of the Contractor. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and condition of the Contract Documents.

The Contractor is an independent agent and shall supervise, direct, and inspect the Work completely and efficiently, devoting such attention and applying such skills and expertise as necessary to perform the Work in accordance with the Contract Documents. The Contractor shall be solely responsible and have control over the construction means, methods, techniques, sequences, and procedures of construction; for safety precautions and programs in connection with the work; and coordinating all Work under the Contract.

## MUTUAL RESPONSIBILITY OF CONTRACTORS

All Contractors shall be required to cooperate and consult with each other during the construction of this project. Each Contractor shall lay out and execute his work so as not to interfere or hinder the progress or to cause the least delay to other Contractors. Each Contractor shall be responsible for any damage to other Contractor's work, and each Contractor shall be financially responsible for any damage to the other Contractor's work and for undue delay caused by him to other Contractors on the project. The Contractor shall be responsible for inspection of previous portions of work performed by the Contractor and/or Subcontractor to determine that such works are in proper condition to receive subsequent work.

If any part of Contractor's work depends upon the work of another Contractor, defects which may affect that work shall be reported to the Designer in order that prompt inspection may be made and the defects corrected. Commencement of work by a Contractor where such condition exists will constitute acceptance of the other Contractor's work as being satisfactory in all respects to receive the work commenced, except as to defects which may later develop. The Designer shall be the judge as to the quality of work and shall settle all disputes on the matter between Contractors.

Should a Contractor cause damage to the work or property of another Contractor, he shall be directly responsible, and upon notice, shall promptly settle the claim or otherwise resolve the dispute.

If, through acts of neglect on the part of the Contractor, any other Contractor or any other Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor of Sub-Contractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner.

The Owner and Designer will not be liable for any claim for additional compensation due to acts of one Contractor holding up work of another or be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project area. The Project Expeditor shall coordinate the work of all Contractors working within the project limits, whether as a part of the project or as hired by the Owner to perform other work within or adjacent to the project site.

# **COORDINATION DRAWINGS**

All Contractors shall be required to cooperate and consult with each other during the construction of this Project. Prior to construction of a building, all Contractors shall jointly prepare Coordination Drawings showing the locations of various duct works, piping, motors, pumps and other mechanical, plumbing, structural or electrical equipment in relation to the structure, walls, floors, and ceilings. Prior to installation of site work, all Contractors shall jointly prepare Coordination Drawings, showing locations of the various site utilities and services, both existing and proposed in relation to each other vertically and horizontally and the finished and existing grade elevations. In order to prepare the Coordination Drawing, the Contractor or Project Expediter is required to physically locate and dig up existing utilities prior to beginning any construction and verify horizontal and vertical locations, material and sizes of existing utilities at no additional cost to the Owner.

The Project Expediter will be responsible to prepare the Coordination Drawings, to locate and dig up existing utilities and provide utility location services to include subsurface utility exploration services (SUE) and pay all associated costs. Coordination Drawings are required for all portions of the Project. The Drawings shall be signed by all Prime Contractors. The Project Expediter shall circulate the Drawings to all Prime Contractors and each Prime shall indicate the existing and proposed location (horizontally and vertically) of all piping, conduits, panels, fixtures and equipment. All Prime Contractors are responsible for initiating and participating in the coordination Drawings to all Prime Contractors and submit to the Owner and Designer for information only. The Project Expediter shall facilitate the execution of the coordination

Drawings and shall finalize the Drawing within 30 days after the Notice to Proceed or prior to beginning any construction, whichever occurs first.

## CONSTRUCTION MEETINGS

The Contractor is required to attend monthly job site progress conferences as called by the Designer. The Contractor shall be represented at these job progress conferences by both home office and project personnel. These representatives shall have authority to act on behalf of the Contractor. These meetings shall be open to Subcontractors, Material Suppliers and any others who can contribute toward maintaining required job progress. The principal purpose of these meetings, or conferences, to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the project on schedule and to complete the Project within the specified Contract time. Each Contractor shall be prepared to assess progress of the work as required in his particular Contract and to recommend remedial measures for correction of progress as may be appropriate. The Designer or his authorized representative shall be the coordinator of the conferences and shall preside as chairman.

The Contractor's individual in "reasonable charge" (Project Manager) and the Contractor's Superintendent shall be required to attend a preconstruction conference prior to beginning construction to be conducted on a mutually agreed time and date. Preconstruction conference will be held to review schedules, establish submission procedures, provide encroachment and erosion control permits and to establish a working understanding between the parties/project participants.

Additionally, during the construction period, monthly, weekly, and/or project coordination or project progress meetings may be scheduled by the Designer and attendance by the Prime Contractor's Supervisors is mandatory. The progress meetings are open to Subcontractors, Material Suppliers and others that contribute to the progress of the work. Subcontractors performing work critical to the progression and/or sequencing of the work are expected to attend. The meetings are to enhance coordination, to enhance cooperation, to assist in the support of the project schedule, to facilitate in the resolution of problems and to identify and review pending change conditions. The schedule date and times will be established by the Designer.

## EXISTING TOPOGRAPHY

The reflection of the existing vertical topography along the construction routes as indicated on the Drawings consists of a profile derived from a field determination of elevations based on NAVD 88 MSL datum. The profiles shown are along the proposed centerline of the pipeline, or interpolated from cross sections along the route. It is the responsibility of the Contractor to make an inspection of the site of this proposed work and to determine for himself the extent of variation between the elevation of the indicated profile and the existing elevation along the centerline of the pipeline to be installed prior to submitting his bid. No adjustment in contract price will be made for or because of any variation between the profile elevations shown and the actual elevations of the existing surface at pipe centerline.

## SITE LAYOUT AND CONSTRUCTION STAKING

The Engineer shall be responsible for the construction staking and layout of the work, and preparation of the "Cut Sheets" for the Contractor. The Contractor shall schedule the staking a minimum of 3 days in advance of the work. The Contractor should allow an additional 24 hours for the Cut Sheets preparation and acceptance by the Owner. If the Contractor fails to allow for the above minimum construction staking schedule and construction staking schedule and construction staking will be done during the Engineer's normal office hours, Monday thru Thursday 7:00 a.m. to 5:30 p.m. Contractor is responsible for protecting stakes and all stakes disturbed or damaged will be replaced by the Engineer at the Engineer's prevailing hourly rate and the Contractor shall be responsible for all costs resulting therefrom.

As construction proceeds, the Designer may review lines, elevations, reference marks, as-built elevations, etc. set by the Contractor's Surveyor and the Contractor shall correct any inconsistencies disclosed. A survey review by the Designer shall not be considered as acceptance of the work and shall not relieve the Contractor of the responsibility for accurate construction of the entire work. Contractor shall furnish personnel and equipment to assist the Designer in reviewing lines and grades.

## PROJECT EXPEDITER RESPONSIBILITIES

For the purposes of a single Prime Contract, the single Prime Contractor shall be the Project Expediter. For multiple Prime Contracts, the General Contractor shall be the Project Expediter. Within 5 days after the Contract date, the Contractor acting as Project Expediter shall designate one individual to perform all the Project Expediter's duties and act on behalf of the Company/Contractor. The named individual shall not be changed unless approved in writing by the Owner.

The Project Expediter shall have the following duties and responsibilities to the Owner.

- 1. Prepare the project construction schedule and shall allow all Prime Contractors (multiprime Contract) and Subcontractors (single-prime Contract) performing general, plumbing, HVAC, and electrical work equal input into the preparation of the initial construction schedule.
- 2. Maintain a monthly project progress schedule for all Contractors.
- 3. Coordinate and give adequate notice to all Contractors to ensure efficient continuity of all phases of the work.
- 4. Notify the Designer of any changes in the project schedule.
- 5. Recommend to the Owner whether payment to a Contractor shall be approved.
- 6. Coordinate and prepare Coordination Drawings.
- 7. Submit request to designer for construction staking.
- 8. Provide physical verification of all existing utilities indicated on the Drawings to include SUE services.
- 9. Provide for facilities for water, electricity, gas, oil, sewer and other utility services.
- 10. Provide temporary field office, if required.
- 11. Omitted

- 12. Provide and erect a Project Sign.
- 13. Provide Dust Control, street sweeping and on site refuse container(s), soil disposal and pay associated fees. Maintain overall on-site cleanliness.
- 14. Provide, install and maintain construction fencing, if required.
- 15. Prepare, implement and maintain the Supplemental Soil and Erosion Control Permit, as necessary.
- 16. Prepare, provide, install and maintain traffic and pedestrian control devices and Plans. Insure access to emergency vehicles is maintained.
- 17. Provide, install and maintain tree protection.
- 18. Prepare, coordinate and update all submittal records and RFI registers monthly.
- 19. Furnish, install, protect and maintain test sample storage containers.
- 20. Inspect, document, maintain NPDES Reporting Records.
- 21. Oversee and insure job site safety. Conduct safety meetings with other Prime Contractors and Subcontractors.
- 22. Inform the Owner promptly and timely of factors creating a risk to the project schedule and efforts made to recover to maintain the project on schedule and the responsible party or parties creating such risk.
- 23. Coordinate and/or perform emergency responses.
- 24. Document and provide to the Owner digital images of the existing site conditions prior to beginning construction.
- 25. Gather and assemble Contractor's red line drawings and provide As-built maps of the completed work.
- 26. Provide and maintain sanitary sewer provisions and waster disposal.

#### CONSTRUCTION SCHEDULE

Upon Contract Award, the Contractor will submit a critical path schedule or bar chart for completion within the time allotted for each section/sequence of construction activities and operations to complete all work within the Contract Time of Completion. The construction sequence and activities must be reviewed by the Designer prior to beginning construction. This schedule shall be kept up to date, showing current progress of the project each month submitted with the request for payment. The construction schedule shall be posted at the job site or readily available for review by the Designer. The Owner's and/or Designer review of the construction schedule shall not be construed to be acceptable for the Contractor's construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portion/aspects of the construction work.

Where a bar chart schedule is required, it shall be time-scaled in weekly increments, shall indicate the estimated starting and completion dates for each major element of the work by trade and by area, level, or zone, and shall schedule dates for all salient features, including but not limited to the placing of orders for materials, submission of shop Drawings and other Submittals for acceptance, acceptance of shop Drawings by Designers, the manufacture and delivery of material, the testing and the installation of materials, supplies and equipment, and all Work activities to be performed by the Contractor. The Contractor shall allow sufficient time in his schedule for all required inspections. Each Work activity will be assigned a time estimate by the Contractor. One day shall be the smallest time unit used.

The proposed project construction schedule shall be presented to the Designer no later than thirty (30) days after written Notice to Proceed. No application for payment will be processed until this schedule is accepted by the Owner.

The approved project construction schedule shall be distributed to all Contractors and displayed at the job site by the Project Expediter.

The Owner's and Designer's review of the construction schedule shall not be construed to be an acceptance for the Contractor's construction, means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portion/aspects of the construction work.

The Contractor shall furnish such manpower, materials, facilities and equipment and shall work such hours as required to insure the progress and completion of the work in accordance with the monthly updated Construction Schedule. If the Contractor fails to start any activity on the start date shown on the Construction Schedule or if in the judgment of the Designer, work will not be completed within the Contract time, the Contractor willfully agrees to take appropriate actions, at no cost to the Owner or increase in the Contract amount, to (1) increase manpower, to (2) increase working hours (to include overtime), to (3) increase working days per week, to (4) increase equipment or (5) any combination or other such actions necessary to substantially eliminate the delays in the progress of work. The Contractor shall submit promptly a recovery schedule demonstrating the Contractor's proposed Plan to insure completion of the work within the Contract time. Failure to substantially comply with these requirements maybe considered by Designer that the Contractor is failing to prosecute the work with sufficient diligence to insure completion within the Contract time.

Designation as Project Expediter entails an additional project control responsibility and does not alter in any way the responsibility of the Contractor so designated, nor the responsibility of the other Contractors involved in the project.

# SUBCONTRACTS AND SUBCONTRACTORS

Within thirty (30) days after award of the Contract, the Contractor shall submit to the Designer a list giving the names and addresses of Subcontractors and Equipment and Material Suppliers he proposes to use, together with the scope of their respective parts of the work. The Designer shall act promptly in the review of Subcontractors, and when an acceptable the list is given, no changes of Subcontractors will be permitted except for cause or reason considered justifiable by the Designer.

The Designer will furnish to any Subcontractor, upon request, evidence regarding amounts of money paid to the Contractor on account of the Subcontractor's work.

The Contractor is and remains fully responsible for his own acts or omissions as well as those of any Subcontractor or of any employee of either. The Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents. The Contractor agrees that no Contractual relationship exists between the Subcontractor and the Owner in regard to the Contract, and that the Subcontractor acts on this work as an agent or employee of the Contractor. A Subcontractor shall not sublet, sell, transfer, assign or otherwise dispose of his Contract with the Contractor nor any portion there of his right, title, interest therein.

The Owner reserves the right to limit the amount of portions of work to be subcontracted as hereinafter specified. The Contractor shall perform with their own forces (i.e. employees) at the site, work equivalent to at least 50% of the Contract price. As part of the Form of Proposal, the Contractor shall list in the Bid Documents any Subcontractor to be hired to perform more than 5% of the Contract amount and all M/WBE Subcontractors. The list shall include the Subcontractor's name, license number, and shall identify the portion of work, and the percent of work to be performed. Submission of the Subcontractor with the Proposal shall not constitute the Subcontractors acceptance by the Designer, nor obligate the Owner to accept the Subcontractor's pricing. The Contractor shall be required to submit all Subcontractors to the Designer for acceptance regardless of the amount or percentage of work to be performed.

## CONTRACTOR AND SUBCONTRACTOR PAYMENT

The Contractor agrees that the terms of these Contract documents shall apply equally to each Subcontractor as to the Contractor, and the Contractor agrees to take such action as may be necessary to bind each Subcontractor to these terms. The Contractor further agrees to conform to the Code of Ethical Conduct as adopted by the Associated General Contractors of America, Inc., with respect to Contractor-Subcontractor relationships, and that payments to Subcontractors shall be made in accordance with the provisions of G.S. 143-134.1 titled Interest on final payments due to Prime Contractors: payments to Subcontractors.

On all public construction, Contracts which are let by a board or governing body of the state government or any political subdivision thereof the balance due Prime Contractors shall be paid in full within 45 days after respective Prime Contracts of the project have been accepted by the Owner, certified by the architect, Engineer or Designer to be completed in accordance with terms of the Plans and Specifications, or occupied by the Owner and used for the purpose for which the project was constructed, whichever occurs first. Provided, however, that whenever the architect or consulting Engineer in charge of the project determines that delay in completion of the project in accordance with terms of the Plans and Specifications is the fault of the Contractor, the project may be occupied and used for the purposes for which it was constructed without payment of any interest on amounts withheld past the 45day limit. No payment shall be delayed because of the failure of another Prime Contractor on such project to complete his Contract. Should final payment to any Prime Contractor beyond the date such Contracts have been certified to be completed by the Designer or architect, accepted by the Owner, or occupied by the Owner and used for the purposes for which the project was constructed, be delayed by more than 45 days, said Prime Contractor shall be paid interest, beginning on the 46th day, at the rate of one percent (1%) per month or fraction thereof unless a lower rate is agreed upon on such unpaid balance as may be due. In addition to the above final payment provisions, periodic payments due a Prime Contractor during construction shall be paid in accordance with the payment provisions of the Contract documents or said Prime Contractor shall be paid interest on any such unpaid amount at the rate stipulated above for delayed final payments. Such interest shall begin on the date the payment is due and continue until the date on which payment is made. Such due date may be established by the terms of the Contract. Funds for payment of such interest on state-owned projects shall be obtained from the current budget of the owning department, institution or agency. Where a conditional acceptance of a Contract exists, and where the Owner is retaining a reasonable sum pending correction of such conditions, interest on such reasonable sum shall not apply.

Within seven days of receipt by the Prime Contractor of each periodic or final payment, the Prime Contractor shall pay the Subcontractor based on work completed or service provided under the subcontract. Should any periodic or final payment to the Subcontractor be delayed by more than seven days after receipt of periodic or final payment by the Prime Contractor, the Prime Contractor shall pay the Subcontractor interest, beginning on the eighth day, at the rate of one percent (1%) per month or fraction thereof on such unpaid balance as may be due.

The percentage of retainage on payments made by the Prime Contractor to the Subcontractor shall not exceed the percentage of retainage on payments made by the Owner to the Prime Contractor. Any percentage of retainage on payments made by the Prime Contractor to the Subcontractor that exceeds the percentage of retainage on payments made by the Owner to the Prime Contractor shall be subject to interest to be paid by the Prime Contractor to the Subcontractor at the rate of one percent (1%) per month or fraction thereof.

Nothing in this section shall prevent the Prime Contractor at the time of application and certification to the Owner from withholding application and certification to the Owner for payment to the Subcontractor for unsatisfactory job progress; defective construction not remedied; disputed work; third-party claims filed or reasonable evidence that claim will be filed; failure of Subcontractor to make timely payments for labor, equipment and materials; damage to Prime Contractor or another Subcontractor; reasonable evidence that subcontract cannot be completed for the unpaid balance of the subcontract sum; or a reasonable amount for retainage not to exceed the initial percentage retained by Owner.

# AUTHORITY AND DUTIES OF DESIGNER

Owner's Representatives including the Designer employed by the Owner shall be authorized to observe all work performed and materials furnished. Such observation may extend to all or any parts of the work, and to preparation or manufacture of the materials to be used. A Owner's Representative may be stationed on the work to report as to the progress of the work and the manner in which it is being performed. Also, the Owner's Representative is to report whenever the materials furnished and the work performed by the Contractor appear to fail to fulfill the requirements of the Specifications and Contract, and to call to the attention of the Contractor such failure or other default; but such observation, however, shall not relieve the Contractor of any obligation to perform all of the work strictly in accordance with the requirements of the Specifications, Plans and Contract Documents. In case of any dispute arising between the Contractor and the Owner's Representative as to the materials furnished or of the manner of performing the work, the Owner's Representative shall have the authority to reject materials until the question at issue can be referred to and decided by the Designer.

- a. The Designer shall provide general administration of the performance of construction Contracts, including liaison and necessary inspection of the work to ensure compliance with Plans and Specifications. He is the agent of the Owner only for the purpose of constructing this work and to the extent stipulated in the Contract documents. He has authority to stop work or to order work removed, or to order corrections of faulty work where such action may be necessary to assure successful completion of the work.
- b. The Designer is the impartial interpreter of the Contract documents, and, as such, he shall exercise his powers under the Contract to enforce faithful performance by both the Owner and the Contractor, taking sides with neither.
- c. Should the Designer cease to be employed on the work for any reason whatsoever, then the Owner shall employ a competent replacement who shall assume the status of the former Designer.
- d. The Designer will make periodic inspections of the project at intervals appropriate to the stage of construction. He will inspect the progress, the quality and the quantity of the work.
- e. The Designer and the Owner shall have access to the work whenever it is in preparation and progress during normal working hours. The Contractor shall provide facilities for such access so the Designer may perform his functions under the Contract documents.
- f. Based on the Designer's inspections and evaluations of the project, the Designer shall issue interpretations, directives and decisions as may be necessary to administer the project. His decisions relating to artistic effect and technical matters shall be final, provided such decisions are within the limitations of the Contract.
- g. Any suspension or work stoppage for rejected materials, faulty or defective work, or technique of performing work, shall not be the basis of a claim by the Contractor for additional Contract time or costs. Such rejection shall also not be the basis of a future claim by the Contractor for any adjustment in his Contract unit price or lump sum price of any work item contained in the Contract Proposal. The Designer shall in no case be considered to act as foreman, direct the Contractor's personnel, Subcontractor's personnel or direct or perform duties for the Contractor. The Designer may make changes in grades and quantities when necessary to keep work in progress. The Designer is not responsible for the Contractor's means, methods, sequence or operation of construction as well as any construction site safety program, methods, measures, techniques, sequence, etc for the project.

## DESIGNER TO BE REFEREE

To prevent disputes and litigation, the Designer shall in all cases determine the amount, quality, and acceptability of the work and materials which are to be paid for under the Contract; determine all questions in relation to said work and supplies, and the performance thereof; and

shall in all cases decide every question which may arise relative to the fulfillment of the contract on the part of the Contractor. The Designer's opinion of costs and decision shall be final and conclusive, and in case any question touching the Contract shall arise between the parties, such opinion of costs and decision shall be condition precedent to the right of the Contractor to receive any monies under the Contract. The Designer will not decide disputes between the Contractor and persons or entities other than the Owner.

## MINOR CHANGES IN THE WORK

The Designer will have the authority to order minor changes in the work not involving an adjustment in the Contract sum or time for completion, and not inconsistent with the intent of the Contract documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor.

## CHANGES IN THE WORK

- a. The Owner may have changes made in the work covered by the Contract. These changes will not invalidate and will not relieve or release the Contractor from any guarantee given by him pertinent to the Contract provisions. These changes will not affect the validity of the Guarantee Bond and will not relieve the Surety or Sureties of said Bond. All extra work shall be executed under conditions of the original Contract.
- b. Except in an emergency endangering life or property, no change shall be made by the Contractor except upon receipt of approved change order or written field order from the Designer. Countersigned by the Owner authorizing such change. No claim for adjustments of the contract price shall be valid unless this procedure is followed.

In the event of emergency endangering life or property, the Contractor may be directed to proceed on a time and material basis whereupon the Contractor shall proceed and keep accurately on such form as may be required, a correct account of costs together with all proper invoices, payrolls and supporting data. Upon completion of the work the change order will be prepared as outlined under either Method "c(1)" or Method "c(2)" or both.

- c. In determining the values of changes, either additive or deductive, Contractors are restricted to the use of the following methods:
  - 1- Unit prices quoted, direct labor and equipment hourly rates accepted shall apply throughout the life of the Contract, and as appropriate, used to compute the total value of changes in scope of the work. If a Contract unit price or lump sum costs has not been established, either party may elect to proceed under subparagraph "c.2" herein.

- 2- The Contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding adjustment to the Contract price.
- d. Under Paragraph "b" and Methods "c(2)" above, the allowances for overhead and profit combined shall not exceed twenty percent (20%) of **net cost** except where the change involves a Subcontractor, allowance shall not exceed fifteen percent (15%) for the Subcontractor, and ten percent (10%) for the Prime Contractor. Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under Method "c(2)" and Paragraph (b) above, the Contractor shall include no less than five percent (5%) profit, but no allowances for overhead. Overhead shall also include all conditions of the Contract and all general requirements such as project management, scheduling, home office expense, layout, reproduction of Drawings, Shop Drawings processing and coordination, supervision, small tools, temporary facilities, safety provisions, as built Drawings, estimating, general overhead and direct job expense.
- e. The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:
  - 1. The actual costs of materials and supplies incorporated or consumed as part of the project;
  - 2. The actual costs of labor expended on the project site;
  - 3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed forty percent (40%) of the actual costs of labor;
  - 4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the project;
  - 5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the project.

Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the Owner.

f. Should concealed subsurface conditions be encountered in the performance of the work below grade, or should concealed or unknown subsurface conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, the Contract sum and time for completion may be equitably adjusted by change order upon a valid claim by either party made within thirty (30) days after the subsurface conditions has been identified. Concealed subsurface soil conditions are

not considered a valid claim for additional compensation or change of work. The Contractor is encouraged to adequately investigate the subsurface soil conditions prior to submitting a Bid. The cost of such change shall be arrived at by one of the foregoing methods.

At any time, the designer may request the Contractor to submit a Proposal for a g. proposed change in the Work. In all change orders, the procedure will be for the Designer to request Proposals for the change order work. The Contractor will provide such Proposal and supporting data in suitable format within ten (10) days of such request. The Designer shall verify correctness. Within fourteen (14) days after receipt of the Contractor's Proposal, the Designer shall prepare change orders and forward to the Contractor for his signature or otherwise respond, in writing, to the Contractor's Proposal. The Contractor shall sign and return all original change orders to the Designer within seven (7) days of receipt. Within seven (7) days after receipt of the change order executed by the Contractor, the Designer shall, certify the change order by his signature, and forward the change order and all supporting data to the Owner for the Owner's signature. The Owner shall execute the change order. The Designer will distribute the change orders to the Owner(s), and Contractor(s) who shall forward one copy to the Surety. Delays in the submittal of the written and detailed Proposal shall be considered non-prejudicial. In case of emergency or extenuating circumstances, acceptance of changes may be obtained verbally by telephone or field orders approved by all parties, then shall be substantiated in writing as outlined under normal procedure.

# ALL CHANGE ORDERS SHALL BE SUPPORTED BY A BREAKDOWN SHOWING METHOD OF ARRIVING AT NET COST AS DEFINED ABOVE.

h. The detailed Proposal shall include an itemized estimate of all costs that will result directly or indirectly from the proposed change and include an assessment of the impact of the proposed change on the overall project schedule. Proposals shall be sufficiently detailed to reasonably permit an analysis of all material, labor, equipment, Subcontracts, overhead costs, and fees, additional time and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Each cost category shall be supported with substantiating documentation which may include, but is not limited to, quantity takeoffs, quotations, invoices, cost records, certified payrolls and identification of estimating guidelines, and resources. Request for time must be submitted with the Proposal and will not be considered at a later date as part of another change order. The subcontract portions of each Proposal shall be similarly supported. Subcontractor quotes shall be presented on each Subcontractor's letterhead. Itemized schedule adjustments shall be in sufficient detail to permit an analysis of impact. If Owner elects to proceed with the change covered by the Request for Proposal, such change will be authorized by execution of change order. Notwithstanding the Request for Proposal, Contractor shall carry on the Work and maintain the progress schedule.

Failure by either the Contractor or his Subcontractor to provide the break down information indicated shall result in rejection of the Proposal by the Designer and a request for resubmission. The Contractor shall provide additional documentation requested by the Designer within 3 days upon receipt of the request. Delay in the processing of the Proposal and change order due to lack of proper submittal and documentation by the Contractor in accordance with this paragraph shall not constitute grounds for a claim for a time extension or additional monies.

i. At the time of signing a change order, the Contractor shall be required to certify as follows:

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

- j. If, during the progress of the work, the Owner requests a change order and the Contractor's terms are unacceptable, the Owner may require the Contractor to perform such work on a time and material basis in accordance with paragraph "b" above. Without prejudice, nothing in this paragraph shall preclude the Owner from performing or to have performed that portion of the work requested in the change order.
- k. The adjustment in Contract Price and/or Contract time of completion stated in a Change Order shall comprise the total price and/or time adjustment for the Work or changes defined in the Change Order. By executing the Change Order, Contractor acknowledges and agrees that the stipulated credit or price and/or time adjustments cover all credits or costs and delays for all work contained in the Change Order, including cost and delays associated with the interruption of schedules, extended overheads, delay, and cumulative impacts or ripple effect on all other work under this Contract. Execution of the Change Order constitutes an agreement between Owner and Contractor that the Change Order represents an equitable adjustment to the Contract Price and/or time and that Contractor waives all rights to claim further adjustments related to the Change Order.

# CLAIMS FOR EXTRA COST

- a. Should the Contractor consider that as a result of any instructions given in any form by the Designer, he is entitled to extra cost above that stated in the Contract, he shall give written notice thereof to the Designer within seven (7) days without delay, and shall not proceed with the work affected until further advised by the Designer, except in emergency involving the safety of life or property. No claims for extra compensation will be considered unless the claim is so proper1y and timely made in accordance with the Contract Documents. The Designer shall render a written decision within seven (7) days of receipt of claim.
- b. The Contractor shall not act on instructions received by him from persons other than the Designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The Designer will not be responsible for misunderstandings claimed by the Contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the Contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

#### DISPUTES/RESOLUTIONS

The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Contract which involves \$15,000 or more through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, licensed by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

In accordance with North Carolina General Statute 143-135.26(12) and as a condition to this Contract, the prime contractor shall incorporate this dispute resolution clause in any and all contracts with first-tier subcontractors who in turn shall incorporate this clause in any contracts with lower-tier subcontractors.

#### TIME OF COMPLETION

The Contractor acknowledges that time is of the essence in this Contract and the Owner will suffer financial loss if the Work is not complete within the time specified. The Contractor agrees, further, that the Owner may retain liquidated damages from the amount of compensation due the Contractor, under the terms of the Contract, for each and every day that the work remains incomplete beyond the completion date commencing on the day after the Contract Completion date. The Contractor recognizes the delays, expense and difficulties involved in a legal proceeding and the Contractor agrees the amount stated below is the proper measure of liquidated damages the Owner will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and furthermore, the liquidated damages are not to be construed, in any sense, as a penalty. The Contractor agrees that the Contract time includes consideration for such factors, including, but not limited to, time for mobilization, pre and final inspections, testing, training, clean up and work under normal weather conditions for the time of year which work was performed. See Special Provisions.

#### DELAYS

If the Contractor is delayed at any time in the progress of his work (1) by any act or negligence of the Owner or the Designer, or (2) by any employee of either; (3) by any separate Contractor employed by the Owner; (4) by changes ordered in the work; (5) by labor disputes at the project site; (6) by abnormal weather conditions not reasonably anticipated for the locality where the work is performed; (7) by unavoidable casualties; (8) by any causes beyond the Contractor's control; or (9) by any other causes which the Designer and Owner determine may justify the delay, then the Contract time may be extended by change order for the time which the Designer and Owner may determine is reasonable.

## TIME EXTENSIONS

Time extensions will not be granted for rain, wind, snow or other natural phenomenon of normal intensity for the locality where the work is performed. Abnormal weather is defined as any weather day that exceeds the average number of normal intensity weather days to include "wet" site days per month as listed below, and affects the Contract critical path production as indicated on the construction base line schedule. Actual adverse weather delays must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday and shall be defined as days where precipitation exceeds 0.10 inch. Normal intensity weather days indicated below have been included in the Contract Time of Completion days and shall be included as part of the project construction time schedule. A change in Contract time will be considered at the completion date for the cumulative total of abnormal weather days for the Contract period in exceeds of the total number of total weather days included in the Contract Time of Completion days for the Contract period in days as outlined in the following:

Expected average number of days per month that rainfall event exceeds 0.1 inch											
Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
8	5	7	6	5	7	8	7	8	4	5	6
Days	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days	Days

No abnormal weather delay days or time extensions shall be shown on any monthly updated project construction schedule without an executed change order approving such time extensions and changing the Project Completion Date. Contractor shall provide detailed written documentation and justification to substantiate the delay request indicating specifically why the delay occurred and how the delay affected critical path activity.

Request for extension of time shall be made in writing within thirty (30) days following cause of delay. Delays shall not be considered a continuing "cause of delay". Contractor shall keep neat, clear and concise daily weather logs reflecting the effect of the weather on the progress of the work. The Contractor shall insure that the daily logs are initialed by the Designer weekly to validate the actual weather days. Logs not initialed by the Designer will not be accepted. The number of weather related days shall be determined monthly and submitted with the Request for Payment application. Time extensions for weather delays do not entitle the Contractor to "extended overhead" recovery. A sample weather log shall be submitted prior to submitting the first payment application.

The Contractor shall notify his Surety in writing of extension of time granted.

No claim shall be allowed on account of failure of the Designer to furnish Drawings or instructions until thirty (30) days after demand for such Drawings and/or instructions.

#### SUBSTANTIAL COMPLETION

When the Contractor considers the entire Work complete and ready for the intended use, the Contractor shall make written request that the Designer issue a Certificate of Substantial Completion. Promptly, the Designer shall inspect the Work to determine the status of completion and if complete, without work items to be corrected, will issue the Certificate of Substantial Completion. Upon issuance of the Certificate of Substantial Completion, the Owner, if so desires/elects, may take beneficial occupancy.

To be considered Substantially Complete, all Work with the exception of finish grading areas to be landscaped, sodding, and/or seeding, installation of plant material and completion of punch list items shall be complete, tested, inspected, functional, operational and ready for the Owner continuous use as intended. Substantially Completed Work shall include, but not limited to, pipe line and laterals installed, cleaned, disinfected, backfilled, patch paving, restoration, in place with all performance and quality testing performed acceptable and the facility operational and complete to the satisfaction of the Designer. Punch list items, testing or any other type of Work or Work function which may interrupt the continuous operation of the facility will disqualify the facility for Substantial Completion until each item is corrected, tested and operational.

#### PARTIAL UTILIZATION/BENEFICIAL OCCUPANCY

- a. The Owner may desire to occupy or utilize all or a portion of the project when the work is substantially complete.
- b. Prior to the final payment, the Owner, may request the Contractor(s) in writing, through the Designer if applicable, to permit him to use a specified part of the project which he believes he may use without significant interference with construction of the other parts of the project. If the Contractor(s) agree, the Designer will schedule a beneficial occupancy inspection, after which the Designer may issue a certificate of substantial completion. The certificate shall include the following documentation:
  - 1. Date of substantial completion.
  - 2. A tentative list of items to be completed or corrected before final payment.
  - 3. Establishing responsibility between Contractor and Owner for maintenance, heat, utilities and insurance.
  - 4. Establishing the date for guarantees and warranties under terms of the Contract.
  - 5. Consent of Surety.
  - 6. Endorsement from insurance company permitting occupancy.
- c. The Owner shall have the right to exclude the Contractor from any part of the project which the Designer has so certified to be substantially complete, but the Owner will allow the Contractor reasonable access to complete or correct work to bring it into compliance with the Contract.

d. Occupancy by the Owner under this article will in no way relieve the Contractor from his Contractual requirement to complete the project within the specified time. The Contractor will not be relieved of liquidated damages because of beneficial occupancy. The Designer may prorate liquidated damages based on the percentage of project occupied.

Whenever in the opinion of the Owner's Representative any portion of work is completed, or is in acceptable condition for use, and the Owner's take beneficial occupancy or use, and substantially completed, such use shall not be considered in any way acceptance of that portion of the Work used or as a waiver of any of these Specifications, Contract requirements or length of warranty period. Necessary repairs or renewals made in any section of the work, due to defective materials, work, or natural causes, shall be performed at the expense of the Contractor.

#### FINAL INSPECTION, ACCEPTANCE AND PROJECT CLOSEOUT

The Contractor shall perform a thorough and complete preliminary final inspection of the work of all trades and Subcontractors and prepare a prefinal punch list that identifies any repairs or deficiencies that need to be corrected prior to a final inspection. The Contractor's inspection and punch list shall be complete and comprehensive. The Contractor shall perform corrective actions prior to requesting the Designer to perform a prefinal inspection. The Contractor shall furnish the prefinal punch list and documentation of corrective action to the Designer. The Designer will not schedule or conduct the prefinal inspection until written notification that the punch list inspection was made, all deficiencies were corrected and the Contractor states the Project is complete. The Designer will provide the Contractor with a Designer's prefinal punch list and the Contractor shall verify in writing the corrective action for each Designer's prefinal punch list item, prior to requesting a final inspection. The final inspection will be conducted by the Designer and Owner with the Contractor present. The Designer's prefinal punch list shall not be considered all inclusive and complete by the Contractor and additional punch list items maybe noted during final inspection. If during the Designer's prefinal or final inspection, numerous defects exists or defects were not corrected as indicated on previous punch lists, the inspection will be terminated by the Designer and the Contractor will be responsible for any and all incurred costs by the Designer, Owner and associated parties.

The following items shall be completed prior to scheduling a final inspection:

- 1. The Owner's training conducted with approved operation and maintenance manuals
- 2. Delivery to the Owner of Shop Drawings, Operation and Maintenance Manuals

At the final inspection, the Designer shall, if job conditions warrant, record a list of items that are found to be incomplete or not in accordance with the Contract Documents. At the conclusion of the final inspection, the Designer shall make the following determinations:

1. That the project is completed and accepted.

- 2. That the project is accepted subject to the list of discrepancies (punch list). All punch list items must be completed within thirty (30) days of acceptance or the Owner may invoke Article 28, Owner's Right to Do Work.
- 3. That the project is not complete and another date for a final inspection will be established.

The date of acceptance will establish the following:

- 1. The beginning of guarantees and warranties period.
- 2. The date on which the Contractor's insurance coverage for public liability, property damage and builder's risk may be terminated.
- 3. That no liquidated damages (if applicable) shall be assessed after this date.
- 4. The termination date of utility cost to the Contractor.

Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

- 1. Observation by Designer;
- 2. Recommendation by Designer or payment by Owner of any progress or final payment;
- 3. The issuance of a certificate of Substantial Completion by the Engineer or any payment related thereto by Owner;
- 4. Use or occupancy of the work or any part thereof by Owner;
- 5. Any acceptance by Owner or any failure to do so;
- 6. Any review and acceptance of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
- 7. Any inspection, test, or acceptance by others;
- 8. Any correction of defective work by Owner;

#### DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be remedied, or if necessary removed and replaced in an acceptable manner by the Contractor at his own expense. Work accomplished without lines and grades being given, work performed beyond the lines and grades shown on the plan or as given, except as herein provided, or any extra work done without written authority will be considered as unauthorized and will not be measured or paid for by the Owner. If so ordered by the Designer, such unauthorized work shall be removed by the Contractor at his own expense.

Should the Contractor fail or refuse to remove and renew any defective materials used or work performed previously or to make any necessary repairs in the acceptable manner and in accordance with the requirements of these specifications, within the time indicated in writing, the Designer shall have authority to cause the unacceptable or defective materials or work to be removed and renewed or such repairs to be made at the Contractor's expense. All cost and expense incurred thereby shall be charged against the defaulting Contractor and the amount thereof from any monies due or which may become due him, or shall be charged against the appropriate Contract Bonds. Any work performed as described in this paragraph shall not relieve the Contractor in any way from his responsibility for the work performed by him. The Contractor shall remove and renew any such defective materials and work within the amount of time specified by the Designer.

The Contractor shall bear all costs of correcting rejected work, including additional testing, inspection, observation, engineering and surveying costs and services.

Correction of condemned work described above shall commence within twenty-four (24) hours after receipt of notice from the Designer, and shall make satisfactory progress until completed. Should the Contractor fail to proceed with the required corrections, then the Owner may complete the work in accordance with the provisions of Owner's Right to do Work.

## ACCEPTANCE OF UNCORRECTED WORK

Should the correction of work not in accordance with the requirements of the Contract Documents or faulty or damaged work be considered inadvisable or inexpedient by the Owner and the Designer, the Owner shall be reimbursed by the Contractor. A change order will be issued to reflect a reduction in the Contract sum.

#### CONTRACTOR'S RESPONSIBILITY FOR WORK

Until the final acceptance of the project by the Designer, it shall be under the charge and care of the Contractor, and he shall take every precaution against injury or damage to same or any part thereof by the action of the elements or from any other cause whatever, whether arising from the execution of or the non-execution of the work. The Contractor will be held responsible for the protection and restoration, at his expense, of property monuments or markers, buildings, fences and all utility installations affected in the prosecution of the work.

#### CORRECTION OF WORK AFTER FINAL PAYMENT

See Performance Bond and Payment Bond, and Guarantee. Neither the final certificate, final payment, occupancy of the premises by the Owner, nor any provision of the Contract, nor any other act or instrument of the Owner, nor the Designer, shall relieve the Contractor from responsibility for negligence, or faulty material or workmanship, or failure to comply with the Drawings and Specifications. He shall correct or make good any defects due thereto and repair any damage resulting therefrom, which may appear during the guarantee period following final acceptance of the work except as stated otherwise under Guarantee. The Owner will report any defects as they may appear to the Contractor and establish a time limit for completion of

corrections by the Contractor. The Owner will be the judge as to the responsibility for correction of defects.

## **OWNER'S RIGHT TO DO WORK**

If during the progress of the work or during the period of guarantee, the Contractor fails (1) to prosecute the Work properly or (2) to correct faulty Work or (3) persistently fails to complete the Work in accordance with the Contract Documents, or (4) to perform any provision of the Contract, the Owner, after fifteen (15) days written notice sent by certified mail return receipt requested to the Contractor from the Designer, may perform or have performed that portion of the work without charge or penalty. If the Contractor's operations endanger or cause disruptions to the general public, the Owner may immediately, upon discovery, have performed that portion of the Work. The Work may be deducted from any amounts due or to become due to the contractor, such action and cost of same having been first approved by the Designer. Should the cost of such action of the Owner exceed the amount due or to become due the Contractor, then the Contractor or his Surety, or both, shall be liable for and shall pay to the Owner the amount of said excess. Such order of stoppage by the Owner shall not constitute grounds for Contract termination by the Contractor.

## ANNULMENT OF CONTRACT

If the Contractor fails (1) to begin the work under the Contract within the time specified, or (2) the progress of the work is not maintained on schedule, or (3) the work is not completed within the time above specified, or (4) fails to perform the work with sufficient workmen and equipment or with sufficient materials to ensure the prompt completion of said work, or (5) shall perform the work unsuitably or (6) shall discontinue the prosecution of the work, or (7) if the Contractor shall become insolvent or be declared bankrupt or commit any act of bankruptcy or insolvency, or (8) allow any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, or (9) shall make an assignment for the benefit of creditors, or (10) for any other cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing, sent by certified mail, return receipt requested, to the Contractor and his Surety of such delay, neglect or default, specifying the same, and if the Contractor within a period of fifteen (15) days after such notice shall not proceed in accordance therewith, then the Owner shall, declare this Contract in default, and, thereupon, the Surety shall promptly take over the work and complete the performance of this Contract in the manner and within the time frame specified. In the event the Surety shall fail to take over the work to be done under this Contract within fifteen (15) days after being so notified and notify the Owner in writing, sent by certified mail, return receipt requested, that he is taking the same over and stating that he will diligently pursue and complete the same, the Owner shall have full power and authority, without violating the Contract, to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all Contract materials and equipment on the grounds as may be suitable and acceptable and may enter into an agreement, either by public letting or negotiation, for the completion of said Contract according to the terms and provisions thereof or use such other methods as in his opinion shall be required for the completion of said Contract in an acceptable manner.

The Designer and Owner shall not be liable or responsible to Contract with a Contractor submitting the lowest price, nor obligated to receive more than two (2) quotes to complete the work. The Contractor shall not be entitled to receive further payment until all work under Contract is accepted.

All costs and charges incurred by the Owner, together with the costs of completing the work under Contract including liquidated damages, shall be deducted from any monies due or which may become due said Contractor and Surety. In case the expense so incurred by the Owner shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor and Surety shall be entitled to receive the difference, but in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

## CONTRACT TERMINATION FOR CONVENIENCE

If the Owner shall determine that it is in the Owner's best interest, the Owner shall notify the Contractor to terminate the work within seven (7) days. In such event, the Contractor shall be entitled to compensation for all work properly executed and any expenses incurred in terminating the contract and vacating the construction site. No claim shall be made by the Contractor for any loss of anticipated profits because of any alternation, change or termination, or by reasons of any variation between the approximate quantities and the quantity of work as done.

#### TEMPORARY SUSPENSION OF THE WORK

The Designer shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract. Temporary suspension of work shall not be cause for claim or additional compensation by the Contractor. Contractor shall not suspend the work without authority. Neither the failure of the Designer to notify the Contractor to suspend work on account of bad weather nor permission by the Designer to continue work during bad weather shall be a cause for the acceptance of any work which does not comply in every respect with the contract and specifications.

## CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

Should the work be stopped by order of a court having jurisdiction, or by order of any other public authority for a period of three months, due to cause beyond the fault or control of the Contractor, or if the Owner should fail or refuse to make payment on account of a certificate issued by the Designer within sixty (60) days after receipt of same, then the Contractor, after fifteen (15) days' written notice sent by certified mail, return receipt requested, to the Owner and the Designer, may suspend operations on the work or terminate the Contract.

The Owner shall be liable to the Contractor for the cost of all materials delivered and work performed on this Contract plus 20 percent overhead and profit and shall make such payment. The Designer shall be the judge as to the correctness of such payment.

#### SCOPE OF PAYMENTS

The Contractor shall receive and accept the compensation as herein provided in full payment for:

- (a) Furnishing all materials, labor, tools, and equipment and for performing all work contemplated and embraced under the Contract;
- (b) All loss or damages arising out of the nature of the work or from the action of the elements or from any unforeseen difficulties or obstruction which may arise or be encountered during the prosecution of the work, until its final acceptance;
- (c) All risks of every description connected with the prosecution of the work;
- (d) All expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the work herein specified; and
- (e) Completing the project and the whole thereof in an acceptable manner according to the plans and specifications.
- (f) Any and all costs and damages, including but not limited to, Owner's Representative's and/or Attorney's fees resulting of the filing of any mechanic's liens, material men's liens or any litigation arising out of such liens.

The Designer's review of the Contractor's Application for Payment will constitute a representation to the Owner, based on the Designer's observations at the site and the data comprising the Contractor's Application for Payment, that the work was generally progressed to the point indicated and that, to the best of the Designer's knowledge, information and belief, the quality of the work is in general accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Designer's. The recommendation for payment will not be a representation that the Designer's has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Sub-Contractor's and Material Suppliers and other data requested by the Owner to substantiate the Contractor's right to payment of (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

#### SALES TAX CERTIFICATION

The following procedure shall be followed relative to the North Carolina Sales Tax applicable to this project. Contractors shall comply fully with the requirements outlined hereinafter, in order that Cumberland County may recover the amount of the tax permitted under the law.

- a. It shall be the Contractor's responsibility to furnish Cumberland County documentary evidence showing the material used and sales tax paid by the Contractor and each of his subcontractors. Such evidence shall be transmitted within 5 days of notification of acceptance of work, but before final payment by Cumberland County.
- b. The documentary evidence shall consist of a certified statement of the Contractor and each of his subcontractors individually showing total purchases of materials from each separate vendor and total sales taxes paid each vendor. Certified statement must be prepared on a standard form to be furnished by the Owner.
- c. Materials used from Contractor's or subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.
- d. The Contractor shall not be required to certify the subcontractors' statements.
- e. The documentary evidence to be furnished to the County eligible for sales tax refunds, covers sales taxes paid on building materials, supplies, fixtures and equipment which become a part of our annex to buildings or structures being erected, altered or repaired under contracts with governmental units.
- f. The Contractor to whom award is made on this project will be required to follow the procedure outlined above. Failure to comply with these requirements will result in delays in payment to the Contractor.

#### CONTRACTOR'S REQUEST FOR PAYMENT

Not later than the 25<sup>th</sup> day of the month, the Contractor shall submit to the Designer a request for payment for work done during the previous month. The pay request shall be submitted in the form and format provided by the Designer. Request for Payment shall not be submitted more than once every 30 days. Four (4) copies of each Pay Request, and supporting documentation shall be submitted for acceptance and shall show substantially the value of work done and materials delivered to the site during the period since the last payment, and shall sum up the financial status of the Contract with the following information:

- 1. Total of Contract including change orders.
- 2. Value of work completed to date.
- 3. Value of work completed to date less five percent (5%) retainage, provided however, that after the following requirements are completed. Owner may after 50% of the work has been completed consider waiving further retainage:

- 1. In accordance with N.C.G.S. 143-134.1, the OWNER shall retain 5% of the amount of each monthly periodic payment. The OWNER may, after 50% of the work has been completed, consider waiving further retainage on the project upon the following conditions: (1) Written consent of surety is received; (2) Satisfactory progress is being made on the Project; and (3) Prior to 50% completion, any nonconforming work identified in writing by the OWNER has been corrected by the CONTRACTOR and accepted by the OWNER.
- 2. The project shall be deemed fifty (50) percent complete when the CONTRACTOR's gross pay estimate equals or exceeds fifty (50) percent of the value of the Contract. Once the project is (50) fifty percent complete and it is determined the CONTRACTOR is performing satisfactorily; the Project Engineer will not retain any further retainage from periodic payments due to the CONTRACTOR. At that point, retainage will be held at 2.5% of the Contract value, until either the Contract is completed or the Project Engineer deems it necessary to reinstate retainage.
- 3. If retainage is discontinued or reduced, the OWNER reserves the right to reinstate retainage up to the 5% level if the CONTRACTOR performs unsatisfactorily. Furthermore, the OWNER reserves the right to continue to retain payment, even in the event the CONTRACTOR's work is satisfactory, in order to ensure a total of 2.5% retainage over the life of the project (Note 2.5% retainage over the life of the project is equal to 2.5% of the Contract value). The OWNER reserves the right to withhold additional payments for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the OWNER or reasonable evidence that a third-party claim will be filed. Per the North Carolina General Statues the Project Engineer can however reinstate retainage if it has been determined the CONTRACTOR's performance is unsatisfactory. The Project Engineer can reinstate retainage for each subsequent pay estimate the maximum amount of five (5) percent.
  - a. The Contractor, upon request of the Designer, shall substantiate the request with invoices of vouchers or payrolls or other evidence.
  - b. Prior to submitting the first request, the Contractor shall prepare for the Designer a schedule showing a breakdown of the Contract price into values of the various parts of the work, so arranged as to facilitate payments to Subcontractors in accordance with Contractor and Subcontractor Relationships. The Contractor(s) shall list the value of each Subcontractor and supplier, identifying each minority business Subcontractor and supplier as listed in Affidavit C, if applicable.

The Designer is not responsible to modify, mark up, edit, correct or change Request for Payment to reflect agreed quantities, correct arithmetic or errors, etc. The Contractor will be required to resubmit a correct and complete Request for Payment to the Designer for acceptance. Request for Payment will be considered incomplete and will not be processed for payment until the Designer agrees with the quantity and type of work contained in the Request for Payment and all supporting documentation is furnished. The Contractor is encouraged to review each item of work or quantities with the Designer prior to submitting the Request for Payment. Unit Price Contracts will be based upon actual quantities of installed or performed work. False submittal of data is a fraudulent act.

Measurement and payment for completed work shall be in accordance with Section 01025 – Measurement and Payment. Work accomplished without lines and grades being given, work performed beyond the lines and grades shown on the Drawings, or any extra work done without written acceptance from the Designer will be considered as unauthorized and will not be measured or paid for by the Owner. The Owner reserves the right to withhold any payment exceeding the total overages for any one item.

Lump sum bid items such as Traffic Control, Erosion Control, etc. will be partially paid monthly based on the actual estimated percentage of work completed and maintained as determined by Designer. If the Lump Sum bid items are not maintained continuously for the duration of the project to the Designer's satisfaction; maintenance, placement, repairs, etc. may be performed by Others at the Contractor's expense. Additionally, monies previously approved may be withheld on future Request for Payment until satisfactory performance is maintained.

The Owner has no obligation or duty to pay or to facilitate the payment to a Subcontractor, labor, any other party, or Supplier, except as may otherwise be required by law. The Owner or Designer may on request and at their discretion, furnish to any Subcontractor information regarding the percentage of completion or amounts paid to the Contractor and Bonding information. Such parties shall rely only on the Contractor's Surety Bonds for remedy of nonpayment by the Contractor.

# SUBMITTALS REQUIRED PRIOR TO 1<sup>ST</sup> PAYMENT APPLICATION

The following submittals are required to be reviewed and accepted by the Designer prior to the Contractor submitting the first Request for Payment application or within 30 days after the Notice to Award of the Contract, whichever date occurs first.

- 1. Construction schedule with all Prime Contractor's signatures and dates in the acceptable format (Project Expediter only)
- 2. Request for Payment Application Forms
- 1. Stored Materials Request for Payment Form
- 2. Sales Tax Certificate Form
- 3. Schedule of Values listing costs to include the General Conditions (i.e.; office trailer, port-a-let, job site overhead), equipment and labor hourly rates, itemized costs for each item of work, overhead etc.
- 4. Appendix E MBE listing each MBE Subcontractor with itemized cost for each item of work and a copy of their Contract. MBE Subcontractor's cannot be substituted unless written acceptance is obtained.
- 5. Contractor's project personnel
- 6. Sample Weather Log
- 7. Contractor's Daily Log for Weather and Construction Activities to be initialed weekly by the Designer
- 8. Weather Station Certification

- 9. List of Material Suppliers and Equipment Suppliers
- 10. List of Subcontractors and references
- 11. Coordination Drawings (Project Expediter)
- 12. Amended soil and erosion control Plan (Project Expediter)
- 13. Amended traffic and pedestrian control Plan and Permit (Project Expediter)
- 14. Submittal register with submission dates (Project Expediter)
- 15. Video and still photographic documentation
- 16. Emergency personnel
- 17. Competent persons certification
- 18. Designated Safety Officer and Job safety program
- 19. Erect project sign (Project Expediter)

#### STORED MATERIALS

When payment is made on account of stored materials and equipment, such materials must be stored on the Owner's property, and the requests for payments shall be accompanied by invoices or bills of sale or other evidence to establish the Owner's title to such materials and equipment. Responsibility for such stored materials and equipment shall remain with the Contractor regardless of Ownership title. Such stored materials and equipment shall not be removed from the Owner's property.

The Contractor shall provide reasonable access for the Designer's inspection of the stored materials and equipment. The method of storage, protection and security shall be acceptable by the Owner. All stored materials and equipment shall be free and clear of all lien and evidence that the materials and equipment are covered by appropriate property insurance furnished by the Contractor prior to submitting for payment to the Owner.

Heavy materials such as pipe, valves, manholes, etc. not incorporated in the work, but delivered and stored to the satisfaction of the project representative shall be paid according to eight-five percent (85%) of the actual invoice value including sales tax. Shipping tickets, bill of sale and/or invoices shall be furnished with the pay estimate. The shipping ticket, invoice, etc. must indicate project name and owner to establish the Owner's title. Stored material estimates must be submitted on an approved form and format acceptable to the Owner's Representative. All invoices must be accompanying the pay estimates. All stored materials shall be paid for by the Contractor prior to submitting for payment by the Owner.

It is understood and agreed subject to all terms, conditions, and stipulations of the Contract to which this endorsement is attached, not in conflict herewith, that in case of loss or damage to any property owned by Owner being held or stored in the care, custody, and control of Contractor, Contractor shall be liable through an "All Risk" property policy or in the event the policy cannot respond in full, self-insurance for any and all expenditure incurred to replace, repair, or build the damaged or destroyed property to the equivalent size, kind, and quality that existed prior to the loss. The method of correction, including the decision to replace, repair, or rebuild, is subject to Owner's approval.

All materials paid for by partial payment shall become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from sole responsibility for the care,

replacement and/or protection of materials and work. Such stored materials shall not be removed from the project site. Contractor shall replace any stored materials lost due to theft, vandalism or other mischief at no expense to the Owner.

#### CONTRACTOR'S REQUEST FOR PARTIAL PAYMENT

Each Request for Payment shall be submitted to the Designer for review and shall contain the following documentation to be consider a properly completed Request for Payment for processing:

- a. Payment application with Schedule of Values, indicate PO#, Project ID No. and Federal ID# in bold type.
- b. Each approved and executed Change Order shall be listed in order and work items, quantity and price itemized at the end of the Contract Schedule of Values
- c. Provide notarized monthly sales tax certification
- d. Updated construction progress schedule (by Project Expediter with all Prime Contractor's signatures and dated)
- e. Stored materials form, if applicable, with supporting invoices and storage location.
- f. Provide Appendix "E" reflecting the MBE participation on the Schedule of Values, show MBE Contractor's work as a separate pay item.
- g. Provide daily weather records and construction activities log for the month, initialed weekly by the Designer, detailed information on how weather affected schedule and if affect was in critical path.
- h. Lien Waiver
- i. Copies of the Erosion Control Maintenance and Inspection Log (NPDES Reporting)

#### CERTIFICATES OF PAYMENT AND FINAL PAYMENT

Within ten (10) days from receipt of the complete and acceptable Request for Payment with all supporting documentation from the Contractor, the Designer shall issue and forward to the Owner a certificate for payment. This certificate shall indicate the amount requested or as approved by the Designer. If the certificate is not approved by the Designer, he shall state to the Contractor and the Owner his reasons for withholding payment.

No certificate issued or payment made shall constitute an acceptance of the work or any part thereof. The Contractor's submission and acceptance of final payment shall constitute a waiver of all rights or remedies by the Contractor to exercise any claims, disputes or other matters as he may otherwise have under the Contract Documents claims by the Owner except:

- a. Claims arising from unsettled liens or claims against the Contractor.
- b. Faulty work or materials appearing after final payment.

- c. Failure of the Contractor to perform the work in accordance with Drawings and Specifications, such failure appearing after payment.
- d. As conditioned in the performance bond and payment bond.

Prior to submitting request for final payment to the Designer for acceptance, the Contractor shall fully comply with all requirements specified in the" project closeout" section of the Specifications. These requirements include but not limited to the following:

- 1. Submittal of Product and Operating Manuals
- 2. Warranties and Bonds
- 3. Guarantees
- 4. Maintenance Agreements
- 5. As-Built Drawings
- 6. Certificates of Inspection
- 7. Acceptance from agencies having jurisdiction. (The Designer must approve the Manuals prior to delivery to the Owner).
- 8. Transfer of Required attic stock material and all keys in an organized manner.
- 9. Record of Owner's training.
- 10. Resolution of any final inspection discrepancies.

The Contractor shall forward to the Designer, the final application for payment along with the following documents:

- 1. List of Minority Business Subcontractors and Material Suppliers showing breakdown of Contracts amount. (Appendix E) Notarized
- 2. AIA Document G706A-Release and Waiver of Claim for Prime Contractors.
- 3. AIA Document G706-Affidavit of Contractor of Payment to Material Suppliers and Subcontractors. (See Article 36).
- 4. AIA Document G707-Consent of Surety to Final Payment.
- 5. Certificates of State or Local agencies required by State Law.
- 6. Contractor's Insurance Cancellation
- 7. Surveyor's Certification
- 8. Contractor's Certificate of Completion
- 9. As Built Drawings
- 10. Electrical Certificate of Inspection, if applicable.
- 11. Bacteriological Report

For Unit Price Contracts, the Designer and Contractor shall measure and mutually agree to all quantities of work actually installed or performed. The Final Request for Payment shall reflect

true and correct amounts and character of the work performed and may correct or modify quantities previously approved on monthly progress or Partial Request for Payment. Previously approved and paid for work quantities contained in the monthly Partial Request for Payment shall not be considered acceptance of the work or concurrence by the Owner or Designer to the final quantities of the work actually performed to be paid for.

For items of work bid as an allowance, final payment will be based on actual work performed and the actual costs of the material, plus freight, sales tax, overhead and profit for item such as brick, block etc.

#### **CONTRACTOR'S AFFIDAVIT**

The final payment of retained amount due the Contractor on account of the Contract shall not become due until the Contractor has furnished to the Owner through the Designer an affidavit signed, sworn and notarized to the effect that all payments for materials, services or subcontracted work in connection with his Contract have been satisfied, and that no claims or liens exist against the Contractor in connection with this Contract. In the event that the Contractor cannot obtain similar affidavits from Subcontractors to protect the Contractor and the Owner from possible liens or claims against the Subcontractor, the Contractor shall state in his affidavit that no claims or liens exist against any Subcontractor to the best of his (the Contractor's) knowledge, and if any appear afterward, the Contractor shall save the Owner harmless.

#### PAYMENTS WITHHELD

The Designer may refuse to approve the whole or any part of any payment, if in his opinion, the Designer is unable to make such representation to the Owner. The Designer may also refuse to approve any such payment, or because of such subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the Owner from loss for the following reason:

- (1) Defective or faulty work not corrected or completed work has been damaged requiring correction or replacement.
- (2) Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract sum.
- (3) Reasonable evidence that the work will not be completed within the Contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
- (4) Claims or liens have been filed against the Contractor or reasonable evidence that a claim will be filed unless security acceptable to the Owner is provided by the Contractor.

- (5) Reasonable evidence that Sub-Contractors have not been paid or failure to make payment for labor, materials or equipment.
- (6) Damage to the Owner, Property Owner or another Contractor.
- (7) Persistent failure to carry out the work in accordance with the Contract Documents.
- (8) The work for which payment is requested cannot be verified.
- (9) The Owner has been required to correct defective work or complete the work.
- (10) The Contract price has been reduced because of modifications.

When grounds for withholding payments have been removed, payment will be released. Delay of payment due the Contractor without cause will make the Owner liable for payment of interest to the Contractor as provided in G.S. 143-134.1. The Designer is not responsible to modify, mark-up, edit, correct or change partial payment requests to reflect agreed upon quantities, errors, etc. The Contractor will be required to resubmit a corrected application for the Designer's acceptance without the Owner's being liable for interest.

#### MINIMUM INSURANCE REQUIREMENTS

The work under this Contract shall not commence until the Contractor has obtained all required insurance and verifying certificates of insurance have been approved in writing by the Owner. Additionally, the Contractor shall not allow any Subcontractor to commence work on his Subcontract work until all similar insurance has been obtained, furnished and approved by the Owner. These certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced in amount or coverages eliminated until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the Owner of such alteration or cancellation.

The insurance required for this contract is as follows:

(a) Commercial General Liability ISO #CG 00 01 10 93: The Contractor shall take out and maintain during the life of this contract commercial general liability insurance with limits of \$1,000,000 per occurrence; \$2,000,000 aggregate other than products/completed operations; \$2,000,000 aggregate for products/ completed.

(b) Automobile Liability ISO #CA 00 01 12 93: The Contractor shall take out and maintain during the life of this contract automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage for each occurrence from owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employers' Liability Insurance: The Contractor shall take out and maintain during the life of this contract worker's compensation insurance as

required by the laws of the State of North Carolina and Employers' Liability with limits of \$100,000 each accident, \$500,000 policy limits and \$100,000 each employee for all employees employed on the project. In case any employee(s) engaged in work under this contract is or are not protected under the Workers' Compensation Statute, the Contractor shall provide adequate coverage for the protection of employees not otherwise protected. Contractor shall also be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of Workmen's Compensation law. The employer's liability limits shall not be less than \$1,000,000 each occurrence and shall include an "all States" or "other States" endorsement.

(d) The Contractor shall purchase and maintain property insurance during the life of this Contract, upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, the Subcontractors and Sub-Subcontractors in the work and shall insure against the perils of fire, extended coverage, and vandalism and malicious mischief. If the Owner is damaged by failure of the Contractor to purchase or maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto; the Contractor shall effect and maintain similar property insurance on portions of the work stored off the site when request for payment per articles so includes such portions

#### Property Insurance:

If contracted to construct a building, the Contractor shall purchase and maintain "Builder's Risk" insurance. This insurance shall include the interests of the County, the Contractor and Subcontractors and shall be written on a one hundred percent (100%) completed value basis (full value as of the date that all construction is finished and includes the Contractor's total cost plus profit), and shall remain in force until the project is completed and accepted by the County.

Regardless of the nature of the work to be performed, coverage must also be provided for the theft or damage of building materials and supplies, which are not permanently attached and stored on site for any period of time. This coverage shall be an "Installation Floater," and where no building construction is involved, the amount of the coverage shall equal the value of the Contract.

The Contractor is responsible to inform the policy provider of any and all change orders which increase the building's value. Any penalties or losses incurred due to the Contractor's failure to adequately insure the building during construction will be the Contractor's responsibility.

(e) Owner's and Contractor's Protective Liability ISO #CG 00 09 10 93: The Contractor shall secure and maintain during the life of the contract an Owner's and Contractor's Protective Liability insurance policy issued in the name of the Owner, with minimum liability limits of not less than \$1,000,000 combined single limit per each occurrence/\$2,000,000 aggregate for bodily injury and property damage. The protective liability shall protect and defend the Owner against claims arising as a result of the operations of the Contractor or Contractor's Subcontractors.

(f) Co-Insurance: The Contractor and Subcontractors shall secure, at their expense, and shall maintain during the life of the Contract co-insurance for Moorman, Kizer & Reitzel, Inc. officers, directors, partners, employees, agents, consultants and Subcontractors of each named and included as additional insured. The amounts and coverages shall be the same as specified herein. The Coverage shall contain no special limitations on the scope of protection afforded to the officials, employees, agents, etc.

#### Acceptability of Insurance

All insurance policies shall be written by insurers licensed to do business in North Carolina. It is realized that certain business activities may not be readily insurable by admitted carriers. If insurance is written by non-admitted carriers whose names appear on the current listing of approved and non-admitted carriers prepared by the North Carolina Department of Insurance, such carriers will be favorably considered assuming they meet all other requirements. Non-admitted carriers should be so identified on the Certificate of Insurance form. The Owner reserves the right to reject any and all certificates or policies issued by insurers with a Best's rating less than A;VII.

#### Indemnity Provision

Contractor assumes entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of the Owner or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the negligence of the Contractor, his subcontractors, agents, and employees, in the performance of the work/service set forth in the Contract Documents, and any changes, addenda, or modifications including losses, expenses or damages sustained by the Owner, and agrees to indemnify and hold harmless the Owner, Moorman, Kizer & Reitzel, Inc., its officials, employees or volunteers from any and all such losses, expenses, damages, demands and claims and agrees to defend any suit or action brought against them, or any of them, based on any such alleged injury or damage, and to pay all damages, cost and expenses in connection therewith or resulting therefrom. As an integral part of this agreement Contractor agrees to purchase and maintain during the life of this contract contractual liability insurance in the amount required in the general liability insurance requirements and to furnish property evidence thereof.

#### Other Provisions

- (1) Any deductible or self-insured retention must be declared to and approved by the Owner.
- (2) The policies are to contain, or be endorsed to contain, the following provisions:
  - (a) Commercial General Liability Coverage

1) The Owner, Moorman, Kizer & Reitzel, Inc., its officials, employees, agents and volunteers are to be covered as additional insurers as respects: 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; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, or Designer, its officials, employees or volunteers.

2) The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officials, employees, agents and volunteers.

3) Coverage shall state that the Contractor's insurance apply separately to each insured whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## (b) All Coverage

Each insurance policy by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner and Designer.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the owner, its officials, employees, and volunteers. In the event the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner, the Contractor shall bear all costs properly attributed thereto.

(c) Subcontractors

Contractor shall include all Subcontractors under its policies OR shall furnish separate certificates and endorsements for each Subcontractor. All coverage for Subcontractors shall be the same level of coverages and subject to all of the requirements stated in the Contract Documents. The Contractor shall be fully responsible to verify all Subcontractors are properly insured and provide documentation to the Owner prior to the Subcontractor performing any work. Improperly insured Subcontractors will be required to vacate the project immediately.

Additional Provisions

#### (a) NCDOT Right-of-Way

The Contractor and any of his Subcontractors performing work on the Project or State right-of-way shall furnish to the Department of Transportation, City of Fayetteville, and the Owner evidence of insurance coverage before beginning any work at the site or within the right of way. The certificate is to show that explosion, collapse and underground coverage is provided. Copies of this notification are to be provided to the City of Fayetteville and the Owner.

The Contractor and/or Subcontractors shall furnish and keep in force the insurance requirements for a period of one (1) year after completion and acceptance of the work by the Owner and the Department of Transportation. The certificate is to make a reference to the project and the Owner. The Insurance Provider shall furnish a new certificate within 30 days prior to expiration of a current policy or provide written notice 30 days prior to cancellation.

#### USE OF PREMISES

The Contractor(s) shall confine his apparatus, the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of the Designer and shall not exceed those established limits in his operations. The Owner will not be able to accommodate the Contractor's employees' vehicle parking. The Contractor shall provide the necessary facility off site. Employee's should be transported to the project site in crew vehicles. The Contractor shall submit to the Owner a listing of all workers on–site in addition to a listing of company owned vehicles to be parked at the project site.

The Contractor(s) shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

Contractor shall not stockpile materials or place fill dirt on the Owner's property outside the construction limits or staging areas or within drip lines of tress to remain without acceptance from the Designer. Should Contractor stockpiles create drainage problems, dam water, or cause death or disease of trees, the Contractor shall construct drainage improvements at his expense and compensate Owner for tree deaths as directed by the Designer or relocate the stockpile.

#### **CUTTING, PATCHING AND DIGGING**

The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors shown upon or reasonably implied by the Drawings and Specifications for the completed structure, as the Designer may direct. Each Contractor performing excavation work shall be responsible for locating underground utilities prior to excavation. The Contractor may obtain the services of a commercial utilities locator and/or various utility companies who may have lines inside the area. In addition, Contractor's shall contact the Owner at least five days prior to excavation. The Contractor will be responsible for utility interruptions caused by excavations.

All cutting and patching required to perform the work, and to install the specific products under a particular Contract shall be performed under that particular Contract. All patching work shall be made by craftsmen skilled in the required work in who may already be engaged on the project. All painting within previously painted areas shall be painted by the Contractor, which caused the need for this painting, unless new finishes have been scheduled. All painting shall be by skilled painters who may already be engaged on the project.

Any cost brought about by defective or ill-timed work shall be borne by the party responsible therefore.

No Contractor shall endanger any work of another Contractor by cutting, digging or other means. No Contractor shall cut or alter the work of any other Contractor without the consent of the Designer and the affected Contractor(s).

## UTILITIES, STRUCTURES, SIGNS

The Project Expediter shall provide necessary and adequate facilities for water, electricity, gas, oil, sewer, and other utility services, which may be necessary and required for completion of the project. Any permanent meters installed shall be listed in the Project Expediter's name until his work is fully accepted by the Owner. The Owner or Project Expediter, as applicable, may recover actual costs of metered utilities from the responsible party should delays occur in project completion. The Project Expediter shall provide necessary and adequate facilities, including installation and removal of temporary utilities and/or meters approved by the Owner. The Owner will make no connections or alterations to the existing utility systems for the Contractor. Connections to Owner utilities shall be protected with Contractor provided and maintained Owner approved back flow assemblies or measures. Contractor shall not operate Owner's utilities without written direction from the Owner (i.e. turn off valves, power etc.) The Project Expediter shall pay all utility cost including charges for utility connection fees temporary in nature. When utility meters are installed, the Contractor shall notify the Owner for the initial meter reading. Failure to obtain this initial meter reading will result in the Contractor being charged for the entire amount shown on the meter.

Meters shall be relisted in the Owner's name on the day following completion and acceptance of the Project Expediter's work, and the Owner shall pay for services used after that date.

The Owner shall be reimbursed for all metered utility charges after the meter is relisted in the Owner's name and prior to completion and acceptance of the work of all Contractors. Reimbursement shall be made by the Contractor whose work has not been completed and accepted. If the work of two or more Contractors has not been completed and accepted, reimbursement to the Owner shall be paid by the Contractors involved on the basis of assessments by the Designer.

## SANITARY PROVISIONS

The Project Expediter shall furnish for use and have available for all personnel on the job site, necessary sanitary condition chemical type toilet facilities, secluded from public observation. The facilities shall be kept in a clean and sanitary condition and shall comply with requirements and regulations of the Department of Health, and shall not create any type of public nuisance. The facilities should be located in an inconspicuous location or away from public and as approved by the Owner. The Project Expediter shall provide, if required and where directed, a shed for toilet facilities and shall furnish and install in this shed all water closets required for a complete and adequate sanitary arrangement.

#### **OFFICE FACILITIES**

The Project Expediter shall, if required and where directed, erect a temporary field office, complete with lights, telephone, heat and air conditioning. A portion of this office shall be partitioned off, of sufficient size, for the use should the Designer so direct. Temporary job site trailer shall have at all times the following available or posted:

a. Reviewed material submittals and Shop Drawings

- b. Permits including Erosion Control Permit and Supplemental Plan
- c. Erosion Control Maintenance and Inspections NPDES Log
- d. Encroachment Agreements, if applicable.
- e. "As Built" Drawing Changes indicated in red
- f. Plans, Specifications and Contract Documents
- g. Reference Manuals (NCDOT Standard Specifications, etc.)
- h. Safety Manual/Plan
- i. Monthly Construction Schedule (Prime Contractor's signed and dated)
- j. Weather log

If approved in writing by the Owner, temporary field office may be other than a trailer provided a cell phone number is available at the job site with answering machine capability. The Owner may upon his sole direction at any time during construction require the Contractor to place a job site trailer on the project.

On multi-story construction projects, the Project Expediter shall provide temporary elevators, lifts, or other special equipment for the general use of all Contractors. The cost for such elevators, lifts or other special equipment and the operation thereof shall be included in the Project Expediter's bid.

# PROTECTION OF SANITARY SEWER, WATER CONNECTION AND DRAINAGE SYSTEMS

The Contractor will be required to take every precaution to guard against any or all damage to existing structures, pipe lines, and equipment of the County of Cumberland, Public Works Commission and the City of Fayetteville or NCDOT systems. The Contractor shall insure that no debris from construction operations or foreign matter of any kind is allowed to enter the existing sewers. Any damage to existing structures or pipe lines shall be the direct responsibility of the Contractor and such damage shall be restored, replaced, or repaired by him or the value of such deducted from any monies due him under his Contract.

Where the new water mains are to be connected to existing mains, the existing mains shall be maintained in service to the fullest extent practicable and the Contractor shall take all necessary precautions to prevent damage to the existing facilities and to preclude the entry of contaminants into them. The Contractor shall in no case permit the introduction of water from the existing system into any new main without prior acceptance of the Designer or Utility Owner. The Contractor shall notify the Owner in advance of commencing the connection to an existing main in order that a representative may be present to observe the progress of the work.

The Contractor shall notify PWC Water Resources Department a minimum of 48 hours in advance to receive permission to cut off water service. If main breaks occur, immediately notify the PWC Dispatcher and immediately make necessary repairs.

Existing fire hydrants shall be accessible to the fire department at all times. If fire hydrants are in need of replacement, relocation, or connection to a new water main, the Public Works Commission and the Fire Department shall be notified and coordinated with the work. Fire hydrants shall not be taken out of service without PWC's written acceptance.

During the course of construction, some work will need to be performed during non-normal working hours to accommodate the Owner's operations, traffic or public convenience. The Contractor, Designer and Owner will confer on an acceptable schedule required for work during such hours. The cost of this work shall be included in the base bid.

#### **OWNERSHIP OF EXISTING UTILITIES**

Existing water mains, valves, fire hydrants and other accessories indicated on the Plans to be abandoned shall remain property of the Public Works Commission of the City of Fayetteville. Removal and salvageability of the materials shall be the sole responsibility of the Public Works Commission and in no way shall affect the Contractor's work. All materials supplied by the Contractor shall be new and packaged in the original containers as applicable.

#### CONSTRUCTION AROUND UTILITY POLES AND GUY WIRES

The Contractor will be required to perform construction work around utility poles and guy wires which may be left in place within the construction limits of the project and where the poles remain in their present position along or within the construction limits to place fill material, pipe, etc. without disturbing the poles with construction equipment. The Contractor may be required to "tie-off", support or hire Utility Contractor to secure the poles during construction at no additional costs to the Owner.

#### EXISTING FACILITIES TO REMAIN IN SERVICE

The existing facilities shall remain in use during all phases of construction under this Contract. The Contractor shall cooperate with the Owner in every way possible to keep interruption of, and interference with, normal functions, activities, and operations to a minimum. Where construction or attendant work interrupts normal functions in any area, a schedule of work shall be submitted for acceptance by the Owner. After acceptance, the schedule shall be strictly followed. Modification to existing work shall be done as required. All work shall be performed in such a manner as to prevent any interruption of any service or utility. Where it is necessary to interrupt service for demolition, cut-in, or changeover, the work shall be scheduled well in advance of the interruption and the interruption shall be approved by the Owner. If required by Owner, such work shall be done during night, weekends, holidays, or other off peak periods as approved, at no additional expense to the Owner.

#### EXISTING UTILITY LINES

Existing known utilities are depicted on the plans based on information supplied by the utility providers. Actual horizontal and vertical locations have not been verified. As Part of this Contract work, the Contractor is required to physically dig up, locate, and uncover each existing utility in the area of work which may potentially conflict with construction prior to beginning construction to verify locations. The Contractor shall determine and provide to the Designer the existing utility type, size, material, horizontal and vertical location and other pertinent data. The utilities shall be "dug up" well in advance of actual installation of new utilities to allow the Designer an opportunity to adjust grades, alignment, etc., to avoid a conflict. Separate payment

will not be made to physically verify the utility locations and payment will be made for actual work if modifications are made. If the Contractor fails to schedule "No Cuts" locators or perform advance physical locations well in advance of construction and a conflict arises, the Contractor shall be required to make corrective measures as instructed by the Engineer or the Designer at his expense. The Contractor's failure to provide Coordination Drawings or to advance plan (minimum 14 working days) by physically uncovering existing utilities in advance of construction shall not be cause for claim of loss time or a demand for an immediate response from the Engineer or additional compensation.

If utilities are to remain in place, the Contractor shall provide adequate means of protection during earthwork operations. Additionally, the Contractor will coordinate with utility companies when working in close proximity to their line/services.

The Contractor shall adhere to the provisions of 1985 Underground Damage Prevention Act North Carolina General Statutes 887 Chapter 785 Senate Bill 168 Article 3. To assist the Contractor and utility owners in meeting the requirements of this law, there is a "one call system" called "811". Most major utilities with underground facilities in the State subscribe to this service. For calls originating within North Carolina, the number is 1-800-632-4949. For calls originating outside of North Carolina, the number is (919) 855-5760. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractor due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by the utility's failure to relocate utility at the request of the Contractor. The Contractor shall maintain and preserve utility location markings indicated by the making color and provided by the utility locator at no additional cost.

The Contractor shall immediately restore the service of any utility disturbed due to excavation whatever the circumstances. The Owner reserves the right to immediately restore service disrupted due to actions of the Contractor at Contractor's expense, and such cost shall be deducted from the Contractor's Request for Payment. Damage to existing utilities due to construction or during physical location shall be repaired by the Contractor to the Utility Owner's satisfaction at Contractor's expense

The Owner has, to the best of its ability, made involved utility owners aware of this project. Construction plans have been provided to the utility owners. Each utility owner will be invited to attend the preconstruction conference to discuss potential conflicts and schedules for relocation where required. All adjustments or relocations will be made the utility owner unless otherwise indicated in the Contract Documents.

Reasonable care has been used to locate and depict existing underground installation on the construction Drawings, but the accuracy cannot be guaranteed and some items may not be shown which exist. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult Designer immediately for directions as to procedure. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. If utilities are to remain in place, the Contractor shall provide adequate means of protection during

earthwork operations. Additionally, the Contractor will coordinate with utility companies when working in close proximity to their line/services.

At least the following organizations are owners of utilities impacted by this project:

FPWC Water and Sewer FPWC Electrical Century Link Piedmont Natural Gas Spectrum (Cablevision) Progress Energy NCDOT (Storm Sewer) Cumberland County (Storm Sewer)

It is imperative that utilities and services are maintained at all times except for approved scheduled interruptions. Any necessary utility interruptions shall be approved by the Owner at least 7 days in advance. If necessary, work shall be preformed at night, over the weekend, or during holidays. No extra payment will be made for such work. The Owner's personnel will assist in certain functions in connection with utility outages, such as operating existing electrical switches, operating water and steam valves, placing existing building systems back in operation, operating existing fire alarm system, etc. when the Contractor(s) require extra outages because of shortage of material, improper material, shortage of labor, poor coordination, etc., the Contractor(s) must pay Owner for all expenses incurred for extra outages. When utility services to Owner's facilities cannot be interrupted for the length of time required by the Contractor, the Contractor shall make provisions for temporary services at the Contractor's expense.

When the Contractor's controlling operations are halted due to the failure of a utility owner to relocate or adjust a utility after being properly notified by the Contractor, the contract period will be extended by the amount of time the Contractor's controlling operations have been delayed while awaiting the relocation or adjustment. Contractor shall proceed with work in areas not affected by the relocation or adjustment delay.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

The Owner, Designer or Consultants shall not be liable to the Contractor for any claims, costs, losses, or damages incurred or sustained on or in connection with any other project or anticipated project. The Contractor shall be responsible for discovery of existing underground installations, in advance of excavating or trenching by contacting all local utilities and by prospecting.

#### CLEANLINESS DURING CONSTRUCTION

The Contractor shall perform a daily clean-up of all dirt, debris, scrap materials and other disposable items resulting from the Contractor's operations, whether on site or off site. The Contractor shall remove all construction equipment, barricades, tools, surplus materials, etc. no longer required at the site and provide refuse containers located to be easily accessible to all workers. The containers shall be emptied regularly and the contents removed from the site. No open accumulation of refuse, surplus or scrap materials will be permitted. Failure of the Contractor to maintain a clean site, including streets, will be basis for the Designer to issue a written Notice of Non-Compliance with the Contract. If the Notice to Correct is not complied with within 24 hours, the Designer may authorize the cleanup to be performed by others and the costs shall be deducted from monies due to the Contractor. The Contractor shall legally dispose off-site in an approved permitted landfill all waste materials and other excess materials resulting from Construction.

#### CLEANING UP

The Contractors shall keep the building and surrounding area reasonably free from rubbish at all times, and shall remove debris from the site on a timely basis or when directed to do so by the Designer or Project Expediter. The Project Expediter shall provide an on site refuse container(s) for the use of all Contractors. Each Contractor shall remove their rubbish and debris from the building on a daily basis. The Project Expediter shall broom clean the building as required to minimize dust and dirt accumulation.

The Project Expediter shall provide and maintain suitable all-weather access to the building.

Before final inspection and acceptance of the building, each Contractor shall clean his portion of the work, including glass, hardware, fixtures, masonry, tile and marble (using no acid), clean and wax all floors as specified, and completely prepare the building for use by the Owner, with no cleaning required by the Owner.

Remove all construction equipment, barricades, tools, surplus materials, etc. no longer required at the site. No open accumulation of refuse, surplus or scrap materials will be permitted. Failure of the Contractor to maintain a clean site, including streets, will be basis for the Designer to issue a written notice of non-compliance with the Contract. If the Notice to Correct is not complied with within 24 hours, the Designer may authorize the cleanup to be performed by others and the costs shall be deducted from monies due to the Contractor. The Contractor shall pay all fees and legally dispose of off site in an approved permitted landfill all waste materials and other excess materials resulting from construction. The Owner's dumpster or other trash and garbage receptacles shall not be used by construction forces.

#### DUST CONTROL

The Project Expediter shall control the dust in all areas of the project limits including haul routes for the entire duration of construction. Dust control on roads and site work may be accomplished by use of either water or dust control materials such as calcium chloride or sodium chloride, or as directed by the Designer. Watering disturbed streets and parking areas daily or continuously watering shall be required during dry summer days or as directed by the Designer. Periodic sweeping (minimum once weekly, every Friday, or as directed by Engineer) of streets and parking areas shall be performed to remove dirt, sediment or stone in all travel-ways. Sweeping shall be accomplished in such a manner to direct all dirt, stone, etc. towards the disturbed areas. The Contractor will be required to have a water truck and sweeper/broom available for use on-site as necessary with sufficiently trained personnel available to operate each individual piece of equipment. The Owner reserves the right to proceed with street cleaning should the Contractor fail to comply with this requirement and deduct the cost from the Contractor's Request for Payment.

The broom shall be equipped to provide continuous sprinkle of water entirely across the brush to control dust. The brush bristles fiber construction shall be suitable to sweep dirt, stone and asphalt millings. The broom angle shall be variable to 45 degrees right or left and the broom rotation speed and vertical locations (downward pressure) adjustable to include a locked position for extra heavy sweeping. The brush core/unit operation shall be independent of the broom units power train system (i.e. independent motors). The brush unit shall be equipped with a full rubber shield to deflect flying debris and a wrap-around type 16 gauge metal shield the length of the brush core and covering 140 degrees. On dry, hot days, the water sprinkler system to the brushes may not provide adequate wetting and water truck may be required to supplement the broom unit. Water trucks shall be equipped to evenly and uniformly distribute the water across the travel-way to be swept.

No separate payment will be made for the control of dust, but all costs of same shall be included in the unit price bid on the various items of work contained in the Proposal. Should the Contractor fail to provide adequate dust control, the Owner reserves the right to stop work.

#### HAUL ROUTES

The Contractor will be required to use the haul routes shown on the Plans unless otherwise permitted in writing by the Designer. When haul routes are not designated on the Plans, the Contractor must obtain acceptance from the Owner, Municipality and NCDOT of haul routes the Contractor intends to use. The Contractor shall maintain the haul routes and shall keep the dust problem under control by wetting the surface as needed. Sweeping and cleaning of pavements will be done as necessary to remove spillage resulting from the hauling operations. After all hauling has been completed the Contractor shall restore the earth areas used for the haul routes to original condition by final grading, shaping, compacting and grassing, and shall clean and sweep all paved areas as required. Any pavement damaged as a result of hauling operations under this Contract for both the earth and other materials shall be promptly repaired by the Contractor, as approved by the Designer. The cost of maintenance and repair of the haul routes, as mentioned above, shall be considered as a subsidiary obligation of the Contractor. The axle load of earth hauling equipment operating on paved streets shall not exceed 12,000 pounds or the load rating of bridges along the route which ever is less.

## TRUCK ROUTE ORDINANCE

The Contractor shall comply with the City's Truck Route Ordinance, Sec. 200-60; 20-16; 20-64; and 20-65. The Contractor shall make a thorough examination of the individual streets and establish all haul routes to comply with the Truck Route Ordinance. City of Fayetteville truck route maps are available upon request.

Additionally, the Contractor shall coordinate with the Owner to establish major haul routes within and outside the project area for equipment and material deliveries. The haul routes must be approved by the Owner and/or Owner's Representative.

#### WEIGH/QUANTITY TICKETS

All quantity tickets for items not measurable in place shall be submitted to the Owner's Representative. Each ticket shall indicate the date, Contractor, job location and name, quality of material, truck number and signature of the Contractor or his authorized representative.

No tickets will be accepted after twenty-four (24) hours have elapsed between the time of delivery and submittal of tickets to the Owner's Representative. Work of this nature requires the Owner's Representative's acceptance prior to beginning or the Owner reserves the right not to pay for unauthorized work.

When a material is to be paid for on a ton basis, the weighing devices shall be certified by the NC Department of Agriculture. The scales may be constructed and operated to provide automatic weighing, recording and printing of tickets for load bearing weight. All scales shall be operated by a public weigh master licensed in accordance with NCGS Chapter 81A. A certified weigh certificate shall be issued for each load and contain the following information:

- 1. Project
- 2. Date
- 3. Time issued
- 4. Type of material
- 5. Gross weight (tons)
- 6. Tare weight
- 7. Net weight of material
- 8. Quarry or plant location
- 9. Truck number
- 10. Contractor's name
- 11. Public Weigh Master's stamp or number
- 12. Public Weigh Master's signature or initials in ink

The Owner's Representative may direct the Contractor to re-weigh the contents of any truck load that is delivered to the project on approved platform scales at no additional costs to the Owner.



115 Broadfoot Ave. P.O. Box 53774 Fayetteville, NC 28305 (910) 484-5191 Fax:(910) 484-0388 www.mkrinc.com

## PRODUCTION DRIVE EXTENSION & SANDHILL ROAD INDUSTRIAL SITE CUMBERLAND COUNTY

Bids opened Monday, June 5, 2023 at 10:00 a.m. in the Engineering and Infrastructure Department located at 130 Gillespie Street, Fayetteville, NC.

BIDDER	LICENSE <u>NO.</u>	TOTAL <u>BID</u>
Barbour Brothers Construction, Inc.	75557	\$1,099,908.80
ES&J Interprises, Inc.	28994	\$1,271,391.20

I hereby certify that the bid prices and amounts shown hereon are true and correct to the best of my knowledge and belief and that the bids were opened and publicly read at the time, place and date specified.

James M. Kizer, Jr., PE No. 20680



NORTH CAROLINA

## **BUDGET AND PERFORMANCE DEPARTMENT**

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

## FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 3/14/2024

## SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE MARCH 18, 2024 BOARD OF COMISSIONERS' AGENDA

## **BACKGROUND**

#### Federal Drug Forfeiture Fund 204

1) Federal Drug Forfeiture – Budget Ordinance Amendment B240095 to appropriate Federal Drug Forfeiture fund balance in the amount of \$14,168

The Board is requested to approve Budget Ordinance Amendment B240095 to appropriate Federal Drug Forfeiture fund balance in the amount of \$14,168. These funds will be used to purchase a drone. This drone will be used to help expand the search areas, which decreases the time and man hours needed.

Please note this amendment requires appropriation of the Federal Drug Forfeiture fund balance.

#### **General Litigation Fund 806**

2) Sheriff's Office Litigation - Budget Ordinance Amendment B240136 to appropriate General Litigation fund balance in the amount of \$80,000

The Board is requested to approve Budget Ordinance Amendment B240136 to appropriate General Litigation fund balance in the amount of \$80,000. These funds will be used to pay the litigation invoices for the Sheriff's Office.

Please note this amendment requires appropriation of the General Litigation fund balance.

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

Approve Budget Ordinance Amendments



NORTH CAROLINA

## SOLID WASTE MANAGEMENT

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES
- DATE: 3/14/2024

## SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE GAS SERVICES

#### **BACKGROUND**

On January 26, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide gas services. The County is seeking a qualified consultant to assist with the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to construct a new treatment skid for the Ann Street Landfill. Firms had until February 8, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Gas Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

## **RECOMMENDATION / PROPOSED ACTION**

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Gas Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract for approval at a future Board of Commissioners meeting.

## **ATTACHMENTS:**

# Description

Summary Evaluation Sheet Solid Waste Gas Services

Type Backup Material

#### Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*	
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max			
Smith Gardner, Inc.	20	25	14	25	15	99		
HDR of the Carolinas, Inc.	19	24	13	24	15	95		
						0		

**Additional Notes** 

\*If additonal space is needed for notes, see attached

Vendors

**Evaluators Name:** 



NORTH CAROLINA

## SOLID WASTE MANAGEMENT

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

## TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES
- DATE: 3/14/2024

## SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR SOLID WASTE WATER QUALITY SERVICES

#### **BACKGROUND**

On February 1, 2024, the Solid Waste Department advertised a Request for Qualifications from engineering firms that provide water quality services. The County is seeking a qualified consultant to assist with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. The firm selected would assist the County with an initial project to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street Landfill. Firms had until February 15, 2024, to submit their Statement of Qualifications. There were two firms that responded, HDR Engineering, Inc. of the Carolinas and Smith Gardner, Inc. Staff reviewed the proposals and scored them separately. The scores were then summarized. Smith Gardner, Inc. had the highest score of the two firms and is qualified to be selected for the Solid Waste Water Quality Services.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

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

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the preferred choice for the Solid Waste Water Quality Services.

2. Grant permission to enter negotiations for detailed scope of work, cost of services and prepare contract

for approval at a future Board of Commissioners meeting.

## **ATTACHMENTS:**

Description Summary Evaluation Sheet Solid Waste Water Quality Services Type Backup Material

#### Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Water Quality Service Total Max Points (Per Vendor) 100

<b>Evaluators</b> Nam	ie:
-----------------------	-----

Summary Sheet

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
Smith Gardner, Inc.	20	25	15	25	15	100	
HDR of the Carolinas, Inc.	20	25	13	24	15	97	
						0	

**Additional Notes** 

\*If additonal space is needed for notes, see attached

Vendors



NORTH CAROLINA

### SOLID WASTE MANAGEMENT

## **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: AMANDA L. BADER, P.E., GENERAL MANAGER FOR ENVIRONMENTAL RESOURCES
- DATE: 3/14/2024

### SUBJECT: RESOLUTION TO ACCEPT NCDEQ GRANT AWARD FOR ANN STREET LANDFILL SEDIMENT PONDS

#### **BACKGROUND**

Cumberland County has been awarded a \$1,763,374 grant from the N.C. Department of Environmental Quality to perform improvements on Sediment Ponds No. 2 & No. 3 at the Ann Street Landfill by providing a three (3) chamber pond including a forebay, center wetland treatments, and a dry basin to provide nitrogen removal treatment.

At the March 14, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the March 18, 2024, Board of Commissioners' meeting.

### **RECOMMENDATION / PROPOSED ACTION**

The General Manager for Natural Resources and County Management recommended the proposed action:

1. Approve the resolution for the acceptance of the grant award.

2. Designate the County Manager as the Authorized Representative for the project.

#### **ATTACHMENTS:**

Description

Resolution

Type Backup Material

- WHEREAS, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and
- WHEREAS, the North Carolina Department of Environmental Quality has offered ARP funding in the amount of \$1,763,374 to perform Ann Street Landfill Sediment Ponds No. 2 & No. 3 Improvements detailed in the submitted application, and
- WHEREAS, Cumberland County intends to perform said project in accordance with the agreed scope of work,

# NOW, THEREFORE, BE IT RESOLVED BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS:

That Cumberland County does hereby accept the American Rescue Plan offer of \$1,763,374.

That the Cumberland County does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Clarence Grier, County Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the18th day of March 2024 at Cumberland County, North Carolina.

(Signature of Chief Executive Officer)

Date



NORTH CAROLINA

### FINANCE DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

### TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL GOVERNMENT & STEWARDSHIP/INTERIM FINANCE DIRECTOR

DATE: 3/14/2024

#### SUBJECT: FISCAL YEAR 2024 HEALTH INSURANCE BENEFIT PLAN CHANGES

#### **BACKGROUND**

During the March 14, 2024 Agenda Session meeting, Ed Boardman and Kevin Quinn, brokers with USI, presented recommendations for the fiscal year 2025 Health Insurance Plan. That presentation is attached. Board members agreed to move the following recommendations forward for approval at their March 18, 2024 Regular Meeting.

1. Introduce an additional PPO Buy-Up option plan choice with benefits as listed on slide 5 of the presentation and premiums as shown on slide 8. Employees who choose this option would pay the entire difference in premium cost.

2. Increase employee contributions (non-wellness) on the current PPO plan by 13%, as shown on slide 7 of the presentation.

- 3. Renew the dental plan with Delta Dental at 0% and lock in the rates for 24 months.
- 4. Continue the post-65 retiree AmWins plan.

The Board did not take action on a recommendation to remove coverage of GLP-1 weight loss/diabetes medications from the Cumberland in-house pharmacy and requested additional information. Additional information on this item will be presented at a future meeting.

### **RECOMMENDATION / PROPOSED ACTION**

Approval of the fiscal year 2025 Health Insurance Plan changes as follows:

1. Introduce an additional PPO Buy-Up option plan choice with benefits as listed on slide 5 of the presentation and premiums as shown on slide 8. Employees who choose this option would pay the entire difference in

premium cost.

2. Increase employee contributions (non-wellness) on the current PPO plan by 13%, as shown on slide 7 of the presentation.

3. Renew the dental plan with Delta Dental at 0% and lock in the rates for 24 months.

4. Continue the post-65 retiree AmWins plan.

## **ATTACHMENTS:**

#### Description

3/14/2024 Health Insurance Renewal Presentation

Type Backup Material





# COUNTY OF CUMBERLAND, NC

# 2024-25 EMPLOYEE BENEFITS RENEWAL MEETING

March 14<sup>th</sup> 2024



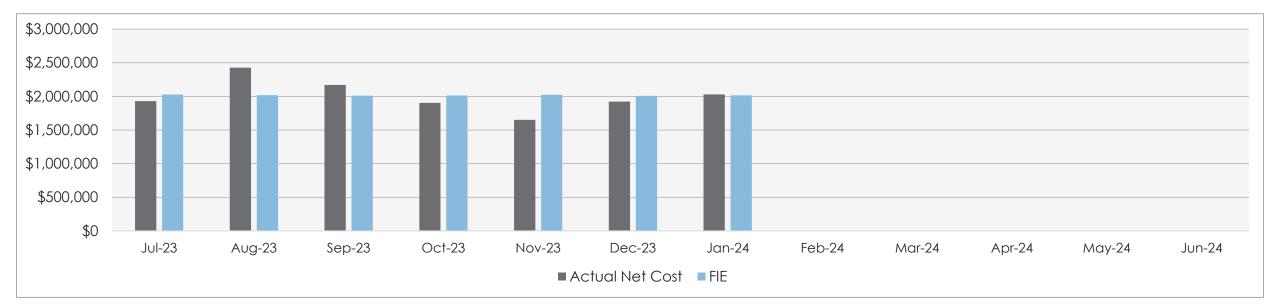


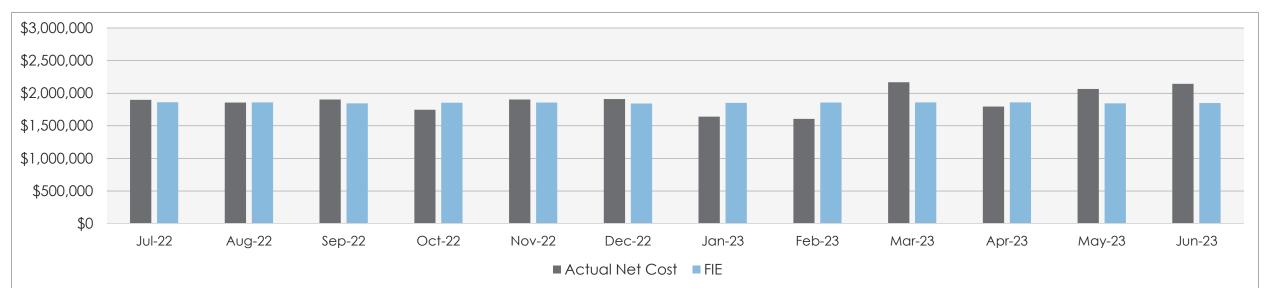
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# Current Year vs. Prior Year Cost Summary - July 1, 2022– January 31, 2024





# Medical Plan Renewal Summary

Stop Loss Coverage	Enrollment	Current 2023-2024	USI Projected Renewal 2024-2025
TPA/ Network		BCBS of NC	BCBS of NC
Stop Loss Carrier		BCBS of NC	BCBS of NC
Specific Stop Loss		\$200,000	\$200,000
Agg. Specific Deductible		\$200,000	\$200,000
Lasers Included		2- \$1.2M	<mark>2- \$1.175M</mark>
Fixed Costs			
Administration	1849	\$33.00	\$33.00
Annual Total		\$732,204	\$732,204
% Change			0%
Specific Stop Loss Premium		\$83.64	\$100.96
Annual Total	1849	\$1,855,804	\$2,240,100
% Change			20.7%
Annual Total Fixed Costs		\$2,588,008	\$2,972,304
% Change			14.8%
Claim Liability			
Claim PEPY	1849	\$973.70	\$1,098.13
Annual Claims total		\$21,604,382	\$24,365,300
% Change			12.8%
Total Costs			
Annual Projected Costs		\$24,192,391	\$27,337,605
\$ Change			\$3,145,214
% Change			13%

#### Notes

1. The projection utilizes the following:

a) The most recent 24 months of data through January 2024 with a 70%/30% credibility split. b) A blend of National Segal and historical Client trend.

c) 3% margin.

2. The Stop Loss Fee illustrates actual current and preliminary renewal rates

3. Projection includes 2 lasered claims additional liability of \$1.175M

# Current 2023-2024 Plan Design

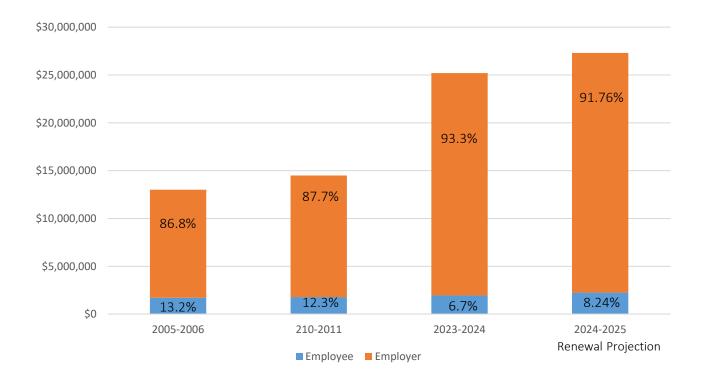
Benefit Outline	Current/Renewal
Carrier	BCBSNC
Plan Type, Name, Network	Medical PPO
	Blue Options \$2000
Deductible (Individual / Family)	\$2,000 / \$6,000
Non-Network Deductible (Individual / Family)	\$3,000 / \$9,000
Deductible Embedded / Non-Embedded	Embedded
Out-of-Pocket Maximum (Individual / Family)	\$5,000 / \$12,000
Non-Network OOP Max (Individual / Family)	\$6,000 / \$21,000
Coinsurance (In / Out)	80% / 70%
Wellness / Preventive Care	Covered 100%
Primary Care Office Visit	\$30 copay
Specialist Office Visit	\$50 copay
Walk-In / Urgent Care Visit	80% after Ded
Emergency Room	80% after Ded
Outpatient Lab / X-Ray	Lab only (PCP & Hosp) - Covered 100%
	Lab and X-ray: 80% after Ded
Complex Imaging (MRI, CAT, PET, et al.)	80% after Ded
Outpatient Surgical Facility	80% after Ded
Inpatient Hospital Facility	80% after Ded
In-House Pharmacy	\$0/0/\$25/\$40/NA
Retail Prescription Drug Copays	\$150 Rx Ded (T2/T3) \$10 / \$10 / \$55 / \$70
Mail Order Prescription Drug Copays	2.5x Retail
Specialty Prescription Drugs	25% (\$100 max)

# Proposed 2024-2025 Medical Plans w/Buy Up Option

Benefits	Current Blue Options PPO		Proposed Blue Opti	ons PPO Alt. Buy-Up
	In-Network	Out-Network	In-Network	Out-Network
Annual Deductible: Single/Family	\$2,000 / \$6,000	\$3,000 / \$9,000	\$1,000 / \$3,000	\$3,000 / \$9,000
Out of Pocket Max: Single/Family	\$5,000 / \$12,000	\$6,000 / \$21,000	\$3,500 / \$7,000	\$6,000 / \$21,000
Coinsurance	80%	70%	80%	70%
Office Visits - Primary	\$30 Copay	Deductible, then 30%	\$25 Copay	Deductible, then 30%
Office Visits - Specialist	\$50 Copay	Deductible, then 30%	\$40 Copay	Deductible, then 30%
Preventive Care	100%	Deductible, then 30%	100%	Deductible, then 30%
Emergency	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%	Deductible, then 20%
Urgent Care	Deductible, then 20%	Deductible, then 30%	Deductible, then 20%	Deductible, then 30%
Inpatient Hospital	Deductible, then 20%	Deductible, then 30%	Deductible, then 20%	Deductible, then 30%
Outpatient Hospital	Deductible, then 20%	Deductible, then 30%	Deductible, then 20%	Deductible, then 30%
H.S.A./HRA Contribution	N	A	N	A
Pharmacy Deductible	\$150	NA	\$150	NA
Pharmacy	\$10/10/55/70/25% after deductible	NA	\$10/10/55/70/25% after deductible	NA
In-house Pharmacy	\$0/0/\$25/\$40/NA	NA	\$0/0/\$25/\$40/NA	NA
Weight Loss Medications- GLP-1s	Covered at retail only	NA	Covered at retail only	NA

Introduce a dual option medical plan offering with the current PPO and and Buy-Up PPO Option.

# Employee Contributions vs. Total Plan Cost



# Proposed Contributions- Current PPO Plan with Increase

2023 Current		
PPO NonWellness	Enrollment	
Employee	353	\$56.92
Employee + Spouse	31	\$268.96
Employee + Child	42	\$175.21
Employee + Child (ren)	26	\$283.45
Family	35	\$363.82
Monthly Total	487	\$55,893
Annual Total		\$670,713

2023 Current		
PPO Wellness	Enrollment	
Employee	979	\$26.92
Employee + Spouse	83	\$238.96
Employee + Child	147	\$145.21
Employee + Child (ren)	73	\$253.46
Family	62	\$333.82
Monthly Total	1344	\$106,734
Annual Total		\$1,280,804

Total Annual Employee Contributions \$1,951,517

2024			
PPO NonWellness	Enrollment		Diff
Employee	353	\$64.32	\$7.40
Employee + Spouse	31	\$303.92	\$34.96
Employee + Child	42	\$197.99	\$22.78
Employee + Child (ren)	26	\$320.30	\$36.85
Family	35	\$411.12	\$47.30
Monthly Total	487	\$63,159	13.0%
Annual Total		\$757,906	

2024 Proposed \$30 Credit			
PPO Wellness	Enrollment		Diff
Employee	979	\$34.32	\$7.40
Employee + Spouse	83	\$273.92	\$34.96
Employee + Child	147	\$167.99	\$22.78
Employee + Child (ren)	73	\$290.30	\$36.84
Family	62	\$381.12	\$47.30
Monthly Total	1344	\$125,850	
Annual Total		\$1,510,198	

Total Annual Employee Contributions	\$2,268,103
Annual Increase	
Difference	\$316,586.47

#### Notes

Assumes a 13% increase in the current employee non-wellness contributions as an illustration.

# Proposed Contributions- w/ Buy up PPO Plan Option

2023 Current Plan		
PPO NonWellness	Enrollment	
Employee	353	\$56.92
Employee + Spouse	31	\$268.96
Employee + Child	42	\$175.21
Employee + Child (ren)	26	\$283.45
Family	35	\$363.82
Monthly Total	487	\$55,893
Annual Total		\$670,713

2023 Current		
PPO Wellness	Enrollment	
Employee	979	\$26.92
Employee + Spouse	83	\$238.96
Employee + Child	147	\$145.21
Employee + Child (ren)	73	\$253.46
Family	62	\$333.82
Monthly Total	1344	\$106,734
Annual Total		\$1,280,804

Total Annual Employee Contributions \$1,951,517

Current Plan 2024 Proposed Increase +13% PPO NonWellness Enrollment 282 \$64.32 Employee Employee + Spouse 25 \$303.92 Employee + Child 34 \$197.99 Employee + Child (ren) 21 \$320.30 Family 28 \$411.12 Monthly Total 390 \$50,527 Annual Total \$606,324

Current Plan 2024 Prop	osed Increase +1	3% w/\$30 Credit
PPO Wellness	Enrollment	
Employee	783	\$34.32
Employee + Spouse	66	\$273.92
Employee + Child	118	\$167.99
Employee + Child (ren)	58	\$290.30
Family	50	\$381.12
Monthly Total	1075	\$100,680
Annual Total		\$1,208,158

Total Annual Employee Contributions \$1,814,483

20% Migration to
Proposed Buy Up Plan

Buy-Up 2024 Proposed Increase +13%			
PPO NonWellness	Enrollment		Diff
Employee	71	\$154.96	\$154.96
Employee + Spouse	6	\$421.86	\$421.86
Employee + Child	8	\$304.67	\$304.67
Employee + Child (ren)	5	\$439.57	\$439.57
Family	7	\$540.82	\$540.82
Monthly Total	97	\$22,186	
Annual Total		\$266,233	

Buy Up-Plan 2024 Prop	osed Increase +1	3% w/\$30 Credit	
PPO Wellness	Enrollment		Diff
Employee	196	\$124.96	\$124.96
Employee + Spouse	17	\$391.86	\$391.86
Employee + Child	29	\$274.67	\$274.67
Employee + Child (ren)	15	\$409.57	\$409.57
Family	12	\$510.82	\$510.82
Monthly Total	269	\$51,360	
Annual Total		\$616,322	

Total Annual Employee Contributions \$882,555

Combined Total Employee Contributions

\$2,697,037

#### Notes

Assumes a 13% increase in the current employee non-wellness contributions as an illustration.

# Post 65-Retiree- Projected 2025 Renewal

	2024 Current	Initial 2025 Projection
	Amwins	Amwins
	Medical Retirees	Medical Retirees
	\$240	\$240
	\$2,000	\$2,000
	20%	20%
	100%	100%
	\$30 copay	\$30 copay
	\$150.00 (Tiers 3-5 only	\$150.00 (Tiers 3-5 only
	\$0 / \$10 / \$55 / \$70	\$0 / \$10 / \$55 / \$70
	\$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded	\$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded
	25% with a \$50 min and \$100	25% with a \$50 min and \$100 max
	mux	
543	\$310.87	\$326.00
543		
	\$2,025,629	\$2,124,216
		\$98,587
		4.9%
		Amwins Medical Retirees \$240 \$2,000 20% 100% \$30 copay \$150.00 (Tiers 3-5 only \$0 / \$10 / \$55 / \$70 \$25 copay subject to RX ded / \$137.5 copay / \$175 copay subject to RX ded 25% with a \$50 min and \$100 max 543 \$310.87

# Delta Dental 2024-2025 Renewal

#### July 1,2024

JUIY 1,2024			Current	Current	*Renewal	*Renewal
Benefit Outline			Base	Buy-up	Base	Buy-up
Carrier			Delta Dental	Delta Dental	Delta Dental	Delta Dental
Plan Type			Dental PPO	Dental PPO	Dental PPO	Dental PPO
Deductible (Individual / Family)			NONE	NONE	NONE	NONE
Waived For Preventive			Yes	Yes	Yes	Yes
Annual Maximum			\$1,250	\$1,500	\$1,250	\$1,500
Max Rollover			Included	Included	Included	Included
Preventive Services			100%	100%	100%	100%
Basic Services			80%	80%	80%	80%
Major Services			50%	50%	50%	50%
Orthodontia			50%	50%	50%	50%
Eligibility			Adult and Child	Adult and Child	Adult and Child	Adult and Child
Lifetime Maximum			\$1,000	\$1,000	\$1,000	\$1,000
Non-Network			MAC	90th UCR	MAC	90th UCR
Deductible (Individual / Family)			\$50/\$150	\$50 / \$150	\$50 / \$150	\$50 / \$150
Annual Maximum			\$1,250	\$1,500	\$1,250	\$1,500
Prev. / Basic / Major			100% / 80% / 50%	100% / 80% / 50%	100% / 80% / 50%	100% / 80% / 50%
Rate Guarantee			1 Year	1 Year	2 Year	2 Year
Monthly Rates	Base B	uy-up				
Employee	453	508	\$32.30	\$34.80	\$32.30	\$34.80
Employee + 1 Dependent	129	205	\$65.24	\$70.24	\$65.24	\$70.24
Employee + 2 Dependent	72	147	\$96.62	\$104.02	\$96.62	\$104.02
Total Employees	654	860				
Annual Subtotal Percent Change by Plan	1,514		\$360,054	\$568,422	\$360,054 0.0%	\$568,422 0.0%
Annual Total				\$928,476		\$928,476

• 24-month rate guarantee

# 2023-2024 Recommendations to the Board

Coverage	Recommendation	Estimated Cost Impact	Comments
Medical- Plan Design Changes	Introduce more plan choices with adding a PPO Buy-Up option.	Cost neutral	• Employees that choose this plan would pay the entire difference in premium cost.
Pharmacy- Plan Design Changes	Remove coverage of GLP-1 weight loss/diabetes medications from the Cumberland in-house pharmacy. These medications would still be covered at retail network pharmacies.	TBD	<ul> <li>Member cost share will increase to the retail cost share.</li> <li>GLP-1 (Glucagon-like peptide -1 agonist receptors) weight loss medications account for \$790,290 (20%) of the pharmacy claim spend in the first six months of 2023/2024 vs. \$853,505 (11%) for the entire prior plan year.</li> </ul>
Medical- Plan Contributions	Increase PPO contributions with \$30 wellness credit in line with the overall medical/pharmacy plan increase.	\$316,586	<ul> <li>Assumes a 13% illustrative increasing employee contributions.</li> </ul>
Dental Plan	Renew with current Delta Dental plans at 0% and lock in the rates for 24 months.	\$0	
Post 65 Retiree Medical Plan	Renew with Amwins Medicare supplement plan and review offering a secondary Medicare Advantage plan option.	(\$200k-\$600k)	<ul> <li>Assumes 25-50% of retirees enroll in the plan.</li> </ul>

# Summary of Recommendations for Board Consideration

- GLP-1 Medications- We recommend to remove these medications from the County pharmacy and only cover the medications through the retail pharmacy networks. We will revisit the claim impact during the plan year and decide if we need to take additional measures.
- Employee Premium Increase- The prosed employee premiums would increase by 13% which is in line with the overall renewal increase.
- Plan Choice- Introduce a second medical plan for employees as a buy-up option. Employees would pay the entire premium difference and cost impact would be cost neutral to the County.

3 Custom Financial Analytics

# THE USI ONE ADVANTAGE



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NORTH CAROLINA

### PLANNING AND INSPECTIONS DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS
- DATE: 2/9/2024

### SUBJECT: CASE # MH-6638-2023 - ORDER TO DEMOLISH OR REMOVE A DILAPIDATED STRUCTURE LOCATED AT 3376 KING CHARLES ROAD, FAYETTEVILLE, NC

#### **BACKGROUND**

Code Enforcement staff received a complaint regarding a dilapidated structure located at 3376 King Charles Road, Fayetteville, NC. The neighboring property owner, Patsy Davis, indicated that the manufactured home located on their property was owned by her deceased brother and had fallen into disrepair. The deceased's wife and son inherited the property, and they have not made repairs or remediated the condition of the property. Based on the complaint, Code Enforcement staff investigated the home and began the process of enforcement to have the home demolished as it is now beyond repair.

Following a duly noticed hearing, the property owners were ordered to bring the property into legal compliance by the County hearing officer. The property owners have failed to correct the situation, and an ordinance directing the demolition of the structure is necessary to bring the property into compliance.

### **RECOMMENDATION / PROPOSED ACTION**

Staff recommends the Board of Commissioners conduct a hearing and approve the demolition order.

#### **ATTACHMENTS:**

Description BOCC Ordinance to Demolish Code Officer Findings and Order Code Enforcement Officer Affidavit Owner Affidavit and Consent Type Backup Material Backup Material Backup Material Backup Material Legal Ad

#### AN ORDINANCE OF CUMBERLAND COUNTY, NORTH CAROLINA, DIRECTING THE DEMOLITION OR REMOVAL OF A STRUCTURE IN VIOLATION OF THE CUMBERLAND COUNTY MINIMUM HOUSING AND NONRESIDENTIAL BUILDING CODE CASE MH-6638-2023

WHEREAS, former N.C.G.S. Chapter 160A, Article 19, Part 6, Sections 160A-441, et seq., now N.C.G.S. Chapter 160D, Article 12, authorizes the board of commissioners of a county to enact an ordinance establishing minimum housing standards for dwellings and providing for enforcement thereof by ordinances directing those unfit dwellings be repaired, closed, or demolished;

WHEREAS, the Board of Commissioners of Cumberland County, North Carolina, pursuant to and in accordance with said General Statutes has enacted the Minimum Housing and Nonresidential Building Code of Cumberland County (Chapter 4, Article IV, of the Cumberland County Code), (the "Code") authorizing said board to adopt an ordinance ordering an unfit dwelling or dwelling unit or other substandard structure to be repaired, altered, improved, vacated, closed, removed or demolished;

WHEREAS, the Cumberland County Minimum Housing Inspector (the "Inspector") submitted to the board of commissioners a request for an ordinance ordering the repair, closure or demolition of an unfit dwelling or dwelling unit or other substandard structure, more particularly described below, which was found to be in violation of the Code; and

WHEREAS the board of commissioners, at a hearing conducted during its regular meeting on March 18, 2024, considered such request and it appeared to the board that the owners, occupants, and other parties in interest in said property are:

Linda Canady and Joseph Lee Canady, II, owners Patsy Davis, agent for Joseph Lee Canady, II, by power of attorney State of North Carolina, lien holder

And said board further determined that said owners, occupants or other persons having a legal or equitable interest in the property were properly and timely served with notice of such hearing and its purpose and that of such persons the following appeared and were heard at such hearing:

Patsy Davis, as attorney-in-fact for Joseph Lee Canady, II

NOW THEREFORE, having heard such of the foregoing persons as did appear and having reviewed the record in this matter and the findings and orders of the Inspector that are a part of such record, and other evidence presented by the inspector, the said board FINDS AND DETERMINES AS FOLLOWS:

1. The premises subject to this hearing and alleged to be in violation of the Code consist of the structures and land located in <u>Pearces Mill Township</u>, Cumberland County, and more particularly being the premises with the address 3376 King Charles Road, Fayetteville, NC, with PIN 0425-15-7656, described in the deed recorded in Deed Book 4442 Page 0771 of the Cumberland County Registry.

2. The premises are in violation of the Code as set forth in the order issued by Hearing Officer Scott Walters dated April 26, 2023, case number MH-6638-2023 (the "Order") which is incorporated herein by reference.

3. The Order directed the owners to bring the dwelling into compliance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed by the premises by a date not later that July 20, 2023.

4. The Order gave the owners, Linda Canady, and Joseph Canady, II, until July 20, 2023, to comply with it; and the Order was not appealed to the Housing Appeals Board.

5. The violations of the Code cited in the Order have not been corrected.

6. Said owners, without lawful cause, failed or refused to comply the Order within prescribed time. The inspector has since re-inspected the premises and determined that, as of the date of notice of the hearing before this board was sent to the owners, the owners continued the failure or refusal to comply with the Order.

7. The structure which is the subject of the Order is an abandoned mobile home, described by the attorney-infact for owner Joseph Canady, II, as vacant, in a state of disrepair, rotted and collapsed.

8. The structure which is the subject of the Order cannot be rehabilitated under existing statutes, ordinances, and rules and regulations of the State of North Carolina and the County of Cumberland to the standards required by the Code cannot be maintained and secured so that it is not a health and safety hazard.

9. The structure which is the subject of the Order:

- a. has not been secured by locking, boarding up or otherwise barring entrance to the structure. by vagrants, squatters, or other trespassers or by animals, specifically including rodents and other disease vectors;
- b. constitutes a health hazard to persons occupying or trespassing upon the property, to persons living nearby and to the general public; and
- c. constitutes a fire hazard to adjoining property and to the public.

10. Patsy Davis, as attorney-in-fact for owner, Joseph Lee Canady, II, consents to demolition of the structure.

Upon such findings of fact, the board of commissioners CONCLUDES AND DETERMINES AS FOLLOWS:

1. The Minimum Housing Inspector has held full and proper hearings upon this matter. No appeal was made to the Housing Appeals Board. The board of commissioners has fully reviewed the findings and order of said inspector and determines that all orders and determinations thereof are just and proper.

2. The structure described above is dilapidated because violations of the Code have rendered it unsafe and unsanitary and dangerous and detrimental to the health, safety, and welfare of any person who might reside in or occupy such dwelling or dwelling unit.

3. The structure which is the subject of this ordinance constitutes an imminent danger to the public health, safety, or welfare unless and until it is timely repaired or demolished and the debris thereof removed.

# WHEREFORE, PURSUANT TO THE AUTHORITY, FINDINGS, DETERMINATIONS AND CONCLUSIONS SET FORTH ABOVE, THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS ORDAINS:

1. That, Linda Canady and Joseph Canady, II, be, and hereby are, ordered, within a period of thirty (30) days from the effective date of this ordinance, to remove or to demolish the structure on the premises described above and thereafter to remove the debris thereof from the premises and otherwise cause the premises to come in compliance with the Code and other applicable ordinances and regulations of Cumberland County.

2. If the owners of the structure fail to comply in a timely manner with the removal or demolition ordered herein, the Inspector be, and is hereby, ordered forthwith to accomplish, with respect to said removal or demolition of said property, precisely and fully what the owners were ordered by this ordinance to do.

3. If the Inspector causes the removal or demolition of the structure pursuant to this ordinance, the Inspector shall sell the saleable materials thereof, and any saleable personal property, fixtures or appurtenances found in or attached thereto, if any, and shall credit the proceeds of the sale against the cost of the removal or demolition. The Inspector shall deposit any balance remaining with the Superior Court of Cumberland County for disposition in accordance with N.C.G.S. 160D-1203(7)c.

4. The Inspector is hereby ordered to report to the board of commissioners the amount of the cost of any removal or demolition incurred by the county in executing this ordinance.

5. The amount of such costs approved by the board of commissioners shall be a lien against the real property upon which the cost is incurred, which lien shall be filed, have the same priority, and be collected as the lien for special assessment provided in Article 10 of Chapter 160A of the General Statutes

6. This ordinance shall be in full force and effect upon its adoption.

7. This ordinance shall be recorded in the office of the register of deeds and shall be indexed in the name of the property owners in the grantor index.

Adopted March 18, 2024.

Cumberland County Board of Commissioners

Glenn Adams, Chair

ATTEST:

Andrea Tebbe, Clerk

Renee Paschal Interim County Manager

Sally Shutt Assistant County Manager



Rawls Howard Director

David Moon Deputy Director

# **Cumberland County Joint Planning Board**

## FINDINGS OF FACT AND ORDER

4/26/2023

Linda Canady & Parties of Interest 3824 Cumberland Rd Fayetteville NC, 28306

Linda Canady & Parties of Interest +(AC# 7021-0950-0001-0677-4308

#### CASE # MH-6638-2023

PROPERTY AT: 3376 King Charles Rd,

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on <u>3/27/2023</u>.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on <u>4/20/2023</u> at <u>9:30 AM</u>. The items identified below took place at the Hearing:

- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those appearing in person were: Linda Canady & Patsy Davis
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated 3/22/2023. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of <u>MH-6638-2023</u>, dated <u>3/22/2023</u>.
  - b. Due to these findings, the dwellings are found to be in a substandard or unsafe condition in accordance with the Cumberland County Ordinance.
  - C. The dwelling is unfit for human habitation.

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co.cumberland.nc.us

- 4. Due to facts presented above, the Hearing Officer orders as follows:
  - a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than <u>7/20/2023</u>.
     All required permits must be obtained. A copy of this order must be presented when obtaining permits.
  - b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
  - C. The structure shall be/remain secured to prevent entry by <u>4/20/2023</u> and shall remain secured.
  - d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$250.00 per day for each day's continuing violation after <u>7/20/2023</u>.
  - e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by <u>7/20/2023</u>. The cost of said demolition will be assessed against the real property in the form of a lien.

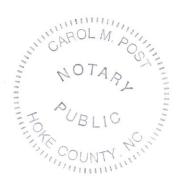
An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

Scott Walters

Scott Walters Hearing Officer

Enclosed: Appeals Procedure Form

Cc:



Sworn to and Subscribed to by me this the Area day of Area. 2003

Gilbert Sanchez

Code Enforcement Officer

Notary Public My Commission Expires: 312412025

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80	U.S. Postal Service <sup>™</sup> CERTIFIED MAIL <sup>®</sup> RECEIPT Domestic Mail Only
E	For delivery information, visit our website at www.usps.com <sup>®</sup> .
<b>P</b> -	OFFICIAL USE
067	Certified Mail Fee \$ Extra Services & Fees (check box, add fee as appropriate)
1000	Return Receipt (leardcopy)         \$
0450	Adult Signature Restricted Delivery \$ Postage \$ Total Postage and Fees
7021	Sent To Street and Apt. No., or PO Box No. Street and Apt. No., or PO Box No. Street and Apt. No., or PO Box No. Street and Apt. No., or PO Box No. Cum Decr Lond Rd City, State, ZIP+4* Cum Decr Lond Rd City, State, ZIP+4* Cum Decr Lond Rd See Reverse for Instructions

#### AFFIDAVIT OF THE HOUSING INSPECTOR'S REPORT BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Gilbert Sanchez, Code Enforcement Officer for the County of Cumberland Planning and Inspections Department, acting in my official capacity, being first duly sworn, depose and say:

BACKGROUND: The following is a report on Minimum Housing case number MH-6638-2023.

Property Owners: Linda Canady, Joseph Lee Canady II, and Party of Interest, State of North Carolina

Property Address: 3376 King Charles Rd., Fayetteville, NC

Tax Parcel Identification Number: 0425-15-7656

SYNOPSIS: I inspected this property on July 21, 2022. The property owners were legally served with Notice of Violations and were afforded a hearing on April 20, 2023. Linda Canady attended the hearing. Joseph Lee Canady II was incarcerated in the Harnett County detention center at the time of the hearing, and Patsy Davis, his agent under a Power of Attorney attended the hearing. After hearing from those present and considering the evidence, it was ordered by the Hearing Officer, Scott Walters, that the property be brought into compliance with the Cumberland County Minimum Housing Ordinance by repair or by demolishing the structure and having all debris removed no later than July 20, 2023. The property owner in attendance was notified of the appeal rights and procedures when they were served with the Findings of Fact and Order attached hereto as Exhibit A. No appeal was filed. Upon my visit to the property on July 21, 2023, no corrective action has been made to the property, nor was the structure demolished. The structure has collapsed and is vacant and unsecure with overgrowth of vegetation. In its present state, the structure is unfit for human habitation, and it constitutes a fire, health, and safety hazard. In its present state, the structure cannot be repaired and must be demolished.

The estimated cost to demolish the structure and clear the property of debris is \$6,500.00. The Assessor for Cumberland County has the structure addressed as 3376 King Charles Rd. and presently valued at \$3,697.00. A map depicting the location of the property is attached hereto as Exhibit B.

RECOMMENDATION: IT IS THE RECOMMENDATION OF THE PLANNING & INSPECTION DEPARTMENT THAT THE STRUCTURE BE DEMOLISHED AND THE DEBRIS REMOVED FROM THE LOT.

Gilbert Sanchez

Code Enforcement Officer County of Cumberland

Sworn to and Subscribed to by me this the  $8^{h}$  day of February, 2024.

Anderson

Notary Public My Commission Expires: 12/07/2028

ZULENA ANDERSON Notary Public, North Cerolina Cumberland County My Commission Expires 12/07/2028 Renee Paschal Interim County Manager

Sally Shutt Assistant County Manager



Rawls Howard Director

David Moon Deputy Director

## **Cumberland County Joint Planning Board**

## FINDINGS OF FACT AND ORDER

4/26/2023

Linda Canady & Parties of Interest 3824 Cumberland Rd Fayetteville NC, 28306

+142# 7021-0950-0001-0677-4308

CASE # MH-6638-2023 PROPERTY AT: 3376 King Charles Rd,

A Complaint, Notice of Hearing and Report of Inspection were legally served to the owner or owner's agent, and any party of interest. These documents were in fact received by the owner or owner's agent and party of interest on <u>3/27/2023</u>.

Pursuant of law, a Hearing was conducted in Room 101, of the old courthouse at 130 Gillespie Street, Fayetteville, NC on <u>4/20/2023</u> at <u>9:30 AM</u>. The items identified below took place at the Hearing:

- 1. No owner or party of interest, or their agent, or representative appeared.
- 2. An answer was filed by owners and/or parties of interest. The answer was heard, read, and considered. Those appearing in person were: <u>Linda Canady & Patsy Davis</u>
- 3. The undersigned inspector personally inspected the dwelling described in the Complaint and Notice of Hearing dated <u>3/22/2023</u>. Upon the record and all of the evidence offered and contentions made, the undersigned Hearing Officer does thereby find the following fact:
  - a. The dwelling in question is violative of the Cumberland County Housing Ordinance as per findings in the inspection report with an assigned case number of <u>MH-6638-2023</u>, dated <u>3/22/2023</u>.
  - b. Due to these findings, the dwellings are found to be in a substandard or unsafe condition in accordance with the Cumberland County Ordinance.
  - C. The dwelling is unfit for human habitation.



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- 4. Due to facts presented above, the Hearing Officer orders as follows:
  - a. The owners and/or parties of interest of the dwelling named above are required to bring such dwelling into compliance with the Cumberland County Housing Ordinance by either repairing, altering, and improving the dwelling up to a minimum standard or by demolishing the structure and then causing the debris to be removed from the premises by a date not later than <u>7/20/2023</u>.
     All required permits must be obtained. A copy of this order must be presented when obtaining permits.
  - b. The dwelling shall remain vacated until compliance with this order is completed and removed by the inspector, and the lot must be continuously maintained.
  - C. The structure shall be/remain secured to prevent entry by <u>4/20/2023</u> and shall remain secured.
  - ☑ d. By authority of North Carolina General Statutes 14-4, violation of the County code is punishable as a Class 3 Misdemeanor in criminal court and also subjects the violator to injunctive relief and/or a civil penalty of \$250.00 per day for each day's continuing violation after <u>7/20/2023</u>.
  - e. The County Planning/Inspection Department may immediately begin procedures to seek a demolition ordinance from the Cumberland County Board of Commissioners for failure to bring the property into compliance by <u>7/20/2023</u>. The cost of said demolition will be assessed against the real property in the form of a lien.

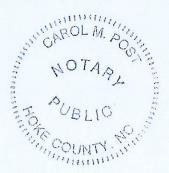
An appeal may be made to the Cumberland County Housing Board of Appeals. If an appeal is requested, it must be made in writing and within the time limits specified in the enclosed appeal procedures.

Scott Walters

Hearing Officer

Enclosed: Appeals Procedure Form

Cc:



Sworn to and Subscribed to by me this the Adv of April 2003. 2023

Ibert Sanchez

Code Enforcement Officer

Notary Public My Commission Expires: 312412025

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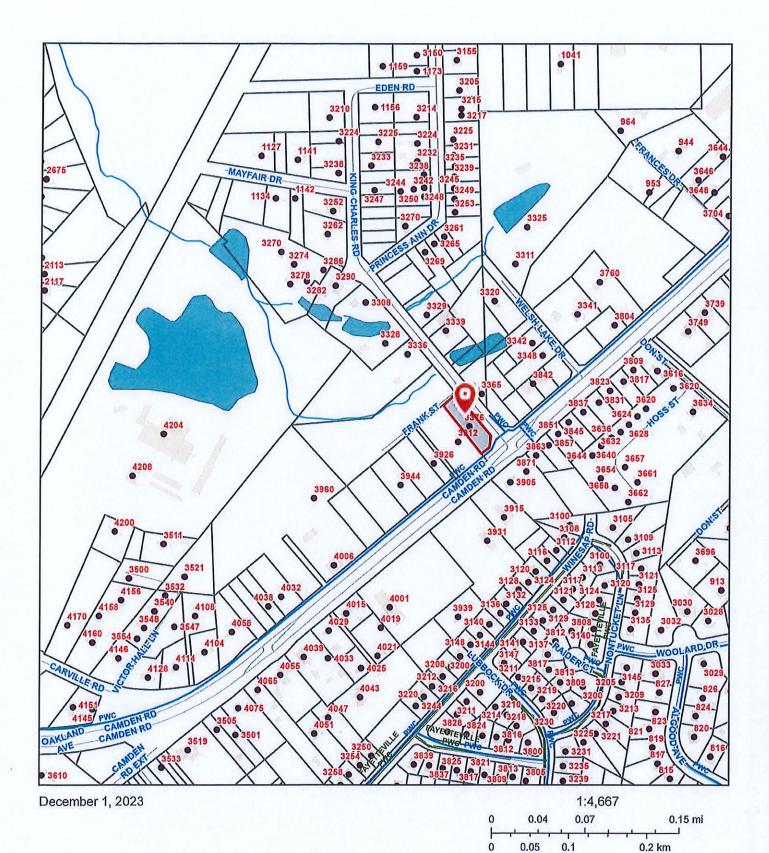


EXHIBIT "B"

CCGIS

# STATE OF NORTH CAROLINA CUMBERLAND COUNTY

# AFFIDAVIT REGARDING 3376 KING CHARLES ROAD BEFORE THE BOARD OF CUMBERLAND COUNTY COMMISSIONERS

I, Patsy Canady Davis, depose and say as follows:

I live at 3912 Camden Road, Fayetteville, North Carolina.

My home and property are next door to 3376 King Charles Road, Fayetteville, North Carolina.

My brother, Joseph Lee Canady, owned the property and lived in a trailer at 3376 King Charles Road at the time of his death on September 18, 2013.

Since my brother's death, the property has been vacant, and it is in a state of disrepair. The trailer on the property has rotted and collapsed, and it is covered with vegetation and debris.

My brother died intestate survived by his wife, Linda Canady, and his son, Joseph Canady II. His widow and son were his only surviving heirs.

I have the authority to act on behalf of my nephew, Joseph Canady II, through a power of attorney.

I consent to the demolition as agent of Joseph Canady II.

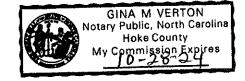
Patter Canady Darus

Sworn to and

the 19TH day of DECEMBER 2023

gin U. Verton

Notary Public My Commission Expires: 10-28-2024



Subscribed to by me this Patsy Canady Davis December, 2023. 3912 Camden Road Fayetteville, North Carolina

#### CONSENT TO DEMOLITION OF SUBSTANDARD STRUCTURE

I, Patsy Canady Davis, with authority to act pursuant to a Power of Attorney (attached hereto as Exhibit A) executed by Joesph Canady II, owner by intestate inheritance of property known as 3376 King Charles Road, Fayetteville, North Carolina, 28306, acknowledge that the structure located on the property is substandard as defined by Article IV, Minimum Housing Code, Cumberland County North Carolina. I further acknowledge that the structure is beyond repair and cannot be brought into compliance with the county code and that neither I nor Joseph Canady II have the resources or ability to demolish and remove the structure from the property.

By my signature on this document, I do hereby expressly agree that the structure on the property may be demolished, and I further authorize the county to proceed with demolition of the structure on the property as determined by the sole discretion of the county. I acknowledge my understanding and agreement that if the county demolishes the substandard structure on the property a lien for the cost of demolition will be placed on the property, which lien will be satisfied out of any subsequent sale of the property.

This consent is signed for the purpose of approving any actions by the county necessary to address the substandard condition of the property.

GINA M VERTON

Notary Public, North Carolina Hoke County Commission

**OWNER:** 

anady Dalles

Patsy Canady Davis. By Power of Attorney for Joseph Canady II

Sworn to and Subscribed to by me this the 19<sup>TH</sup> day of December, 2023.

1. Victor

**Notary Public** My Commission Expires: (0-28-2024

Order Number: LWLM0066433 **Order Status:** Approved **Classification: Public Notices** Package: General Package Total payment: 295.12 Payment Type: Account Billed User ID: L0012804 External User ID: 744350

#### **ACCOUNT INFORMATION**

Cumb Co Joint Planning,Laverne Howard 130 Gillespie ST ATTN: LAVERNE HOWARD Fayetteville, NC 28301-5669 910-678-7600 Ihoward@cumberlandcountync.gov Cumb Co Joint Planning,Laverne Contract ID:

#### TRANSACTION REPORT

#### Date

February 26, 2024 11:03:14 AM EST Amount: 295.12

#### ADDITIONAL OPTIONS

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM00664330

March 4, 2024 Fayetteville Observer March 11, 2024 Fayetteville Observer PUBLIC NOTICE The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 18, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-23-0035: Rezoning from A1 Ag. Dis.to RR Rural Res. Dis. or to a more restrictive zoning dis.; 1.44 +/- ac.; 6516 Lina Dr, Patricia Dix (owner). ZON-23-0037: Rezoning from R10 Res. Dis. to R6A Res.

Dis. or to a more restrictive zoning dis.; 0.51 +/- ac.; 4206 Longview Ave, Clinton Jackson Jr (owner).

ZON-24-0001: Rezoning from R40A Res. Dis. to R30 Res. Dis. or to a more restrictive zoning dis.; 1.53 +/- ac.; west side of Chicken Foot Rd and McCall Rd intersection; Harrell Builders of NC, LLC (owner).

ZON-24-0002: Rezoning from M(P) Planned Industrial Dis., M(P)/CU Planned Industrial Dis. Conditional Use, & C(P)/CU Planned Commercial Dis. Conditional Use to C(P) Planned Commercial Dis. or a more restrictive dis.; 36.74 +/ac.; 548 Wilkes Rd; Dixon Soffe (agent), Myrover-Fellowship Homes, Reese Inc (owner).

MH-6638-2023: Public Hearing to consider an ordinance for the demolition or removal of a structure in violation of the Cumberland County Minimum Housing Nonresidential and Code: located at 3376 King Charles Rd., Fayetteville, NC., PIN# 0425157656; Linda Canady and Joseph Canady, 11 (owners). **Publication Dates** L0000000



NORTH CAROLINA

### PLANNING AND INSPECTIONS DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

### TO: BOARD OF COUNTY COMMISSIONERS

### FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 3/7/2024

#### SUBJECT: CASE ZON-23-0035

### **BACKGROUND**

**ZON-23-0035:** Rezoning from A1 Agricultural District to RR Rural Residential District or to a more restrictive zoning district for 1.44 +/- acres; located at 6516 Lina Drive, submitted by Patricia Dix (owner).

### **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Recommended approval of the rezoning request from A1 Agricultural District to RR Rural Residential District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** Planning and Inspections staff recommends denial of the rezoning request from A1 Agricultural District to RR Rural Residential District. Staff finds the request is not consistent with the Bethany Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-23-0035, I move to approve the rezoning request from A1 Agricultural District to RR Rural Residential District and find that:

1. Approval is an amendment to the adopted, current Bethany Area Land Use Plan and that the Board of

Commissioners should not require any additional request or application for amendment to said map for this request.

2. The land use map change would be to a designation that is compatible with neighboring land use plan designations west of McCall Dr.

3. The request is found to allow uses compatible to other residential lots in the neighborhood.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

# If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-23-0035, I move to deny the rezoning request from A1 Agricultural District to RR Rural Residential District and find that the request is not consistent with the Bethany Area Land Use Plan. The request is not reasonable or in the public interest because

#### **ATTACHMENTS:**

Description Case ZON-23-0035 Type Backup Material



# **Cumberland County Joint Planning Board**

MARCH 7, 2024

- MEMO TO: Cumberland County Board of Commissioners
- FROM: Cumberland County Joint Planning Board
- SUBJECT: **ZON-23-0035:** Rezoning from A1 Agricultural District to RR Rural Residential District or to a more restrictive zoning district for 1.44 +/- acres; located at 6516 Lina Drive, submitted by Patricia Dix (owner).
- ACTION: Recommended approval of the rezoning request from A1 Agricultural District to RR Rural Residential District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF FEBRUARY 20, 2024

Mrs. Alyssa Garcia presented the case information and photos.

In Case ZON-23-0035, Planning and Inspections staff recommends denial of the rezoning request from A1Agricultural District to RR Rural Residential District. Staff finds the request is not consistent with the Bethany Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Mr. Mobley asked why there were two addresses for the subject property.

Mrs. Garcia stated there was a previous group development that had expired.

Mr. Moon stated that a mobile home was removed from the property sometime between 2018 and 2020.

Mr. Mobley had questions about the zoning and how it was made non-conforming when it was zoned and stated that it should have never been zoned A1. The County made that a non-conforming lot when there were already two dwellings on the property. Mr. Mobley pointed out that multiple properties in the area are group developments. Mr. Mobley asked why other nearby property was recently rezoned to RR.

Rawls Howard Director



David Moon Deputy Director

### **Cumberland County Joint Planning Board**

Mr. Moon stated that the RR zoning was not recent, and the staff decision was based on the Bethany Land Use Plan and the proposed zoning was not consistent with the rural density residential. The property is also located on a Class C private street. There is limited access to get to the back for emergency vehicles.

Mr. Mobley's point was that he didn't understand why all the information about the zoning and rezoning of the subject property and the zoning of the adjacent properties was not being taken into consideration of this request.

There was some discussion about well and septic being available to the site and if it would be accepted by Environmental Health. There was some discussion about group development planning and compatible development in the area.

The public meeting opened. There were two people signed up to speak in favor of the request.

Mr. David Dix spoke in favor. Mr. Dix stated that there is septic on the property and it just needs to be updated. Mr. Dix stated that two firemen and a fire truck came out and said there was no problem with the turnaround. But they couldn't give them anything in writing because the Fire Chief was out of town.

Ms. Patricia Dix declined to speak.

Public meeting closed.

Mr. Lloyd stated that he was inclined to agree with staff and vote to deny the request, but in light of what came out during the meeting there were some good points brought out.

In Case ZON-23-0035, Mr. Mobley made a motion, seconded by Mr. Crumpler to approve the request to rezone to RR, with the understanding that if the rezoning is accepted the applicant will need to submit an application for a group development to set the second home. Unanimous approval.

Note: Mr. Mobley left the meeting and did not return.

#### First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

> Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829 Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov



#### PLANNING & INSPECTIONS

#### PLANNING STAFF REPORT REZONING CASE # ZON-23-0035 Planning Board Meeting: Feb. 20, 2024

Location: 6516 Lina Drive Jurisdiction: County-Unincorporated

#### **Rezoning A1 to RR**

Applicant requests a rezoning from A1 Agricultural District to RR Rural Residential District for approximately 1.44 acres located at 6516 Lina Drive, as shown in Exhibit "A". This parcel currently has one residential, stick built home with access from a Class "C" private street. The intent of the property owner is to place a Class "B" manufactured home on the same lot with the stick built home. A manufactured home was located on this lot with the stick-built home in 2017, but it was removed several years ago.

#### **PROPERTY INFORMATION**

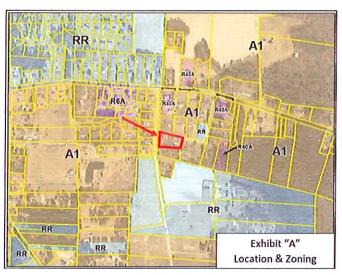
REQUEST

**OWNER/APPLICANT:** Patricia Dix (Owner)

ADDRESS/LOCATION: 6516 Lina Drive. Refer to Exhibit "A", Location and Zoning Map. REID number: 0497458216000.

**SIZE**: The parcel contains approximately 1.44 acres. Road frontage along Lina Drive is 29+/- feet. The property is approximately 356.63 feet in length at its deepest point.

**EXISTING ZONING:** The subject property is currently A1 Agricultural District. This district is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist



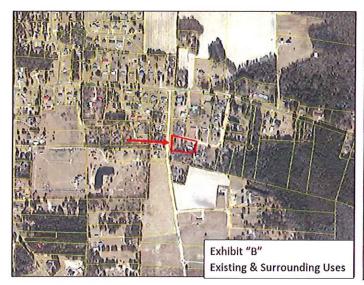
free from most private urban development except for large lot, single family development. Some public and/or semi-public uses as well as a limited list of convenience commercial uses are permitted to ensure essential services for the residents.

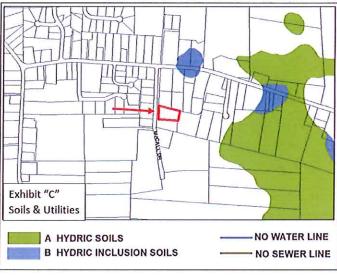
**EXISTING LAND USE**: The subject parcel currently contains a single family, stick built residence. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North: Single-family homes, and manufactured homes
- East: Single-family homes, and manufactured homes
- West: Single-family homes
- South: Farmland, wooded lands, and single-family homes

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils at the property.



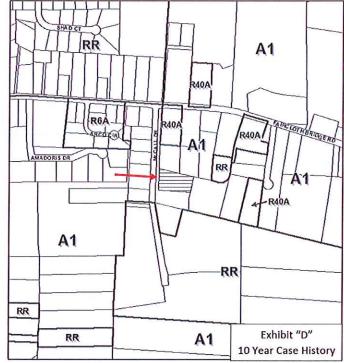


#### TEN YEAR ZONE CASE HISTORY:

Exhibit "D" indicates that over the past ten years, no other zoning cases were processed by the County for the surrounding area.

**DEVELOPMENT REVIEW:** Prior to placement of a second residential structure, a group development application and plan must be submitted, reviewed, and approved by Cumberland County Current Planning for compliance with the Subdivision and Zoning Ordinances.

Further subdivision of the lot is limited due to the current classification and condition of the existing street.



#### DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	RR (Proposed)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 acres	20,000 Sq. feet
Lot Width	100'	100'

#### **Development Potential:**

Existing Zoning (A1)	Proposed Zoning (RR)
1 dwelling units	3 dwelling units

• Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

#### COMPREHENSIVE PLANS:

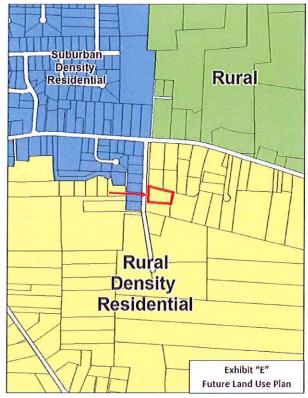
This property is located within the Bethany Area Land Use Plan (2021). The future land use classification of the property is "Rural Density Residential".

Associated Zoning districts for this classification are CD, A1, A1A, R40, R40A. However, R30 and R30A and may be appropriate, but only when compatible with the surrounding area. Conditional zoning should be required (Bethany Area Land Use Plan 2021, p. 37).

# The proposed rezoning request is not consistent with the adopted Land Use Plan.

#### FUTURE LAND USE CLASSIFICATION Development Goal:

 The Rural Residential land use classification represents land used for a mix of agricultural and residential uses while preserving the rural character of the area. The primary zoning districts associated with this classification are A1, A1A, R40, and R40A. However, R30 and R30A may be appropriate, but only when compatible with the surrounding area.



Conditional zoning should be required. The CD Conservancy District is also acceptable for this classification. This classification is designed for residential uses that are supported by individual septic and well systems and maintains the rural character of the area by allowing densities of one unit per 40,000 square feet (0.92 acres). Conservation developments and other planning techniques such as vegetative buffers, berms and significant setbacks from main roads as well as other planning techniques that preserve rural character should be encouraged but not required (Bethany Area Land Use Plan 2021, p. 42).

• Rural Density Residential can be defined as one or less unit per acre. The zoning district classifications for this type of residential development include: R40, R40A, A1A, & A1 Districts (Cumberland County Land Use Policies Plan, p. 5).

#### Associated plan goals, policies and notes that may be considered include the following:

- Residential Density (generally 1 unit per 0.92 acre) (Bethany Area Land Use Plan 2021, p. 42).
- Properties adjacent to existing farm operations may require conditional zoning in order to mitigate conflicts between residential and agricultural land uses. For example, a buffer and/ or additional setbacks should be recommended (Bethany Area Land Use Plan 2021, p. 42). According to the 2023 Imagery on the GIS Data Viewer, there appears to be farm operations roughly within 200ft.
- Individual well and septic system (Cumberland County Land Use Policies Plan, p. 5).
- Desirable to be limited to 1 unit per acre in areas with hydric and severe septic tank limitations soils (Cumberland County Land Use Policies Plan, p. 5).

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**UTILITIES:** Water and sewer lines are not available near the subject property. It is the applicant's responsibility to determine if the utility provider will serve their development. Utilities for water and sewer are shown on Exhibit "C". Well and septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both.

**TRAFFIC:** According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property is located outside of FAMPO boundaries.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Stedman Primary	162	146
Stedman Elementary	358	268
Mac Williams Middle	1164	1174
Cape Fear High	1476	1598

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposal.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and advises that Lina Drive will be required to be upgraded to ensure all applicable fire department access requirements are met in accordance with Section 503 of the 2018 NC Fire Code.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

#### STAFF RECOMMENDATION

In Case ZON-23-0035, Planning and Inspections staff **recommends denial** of the rezoning request from A1Agricultural District to RR Rural Residential District. Staff finds the request is not consistent with the Bethany Area Land Use Plan which calls for "Rural Density Residential" at this location. Staff also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

### ATTACHMENT - MAILING LIST

Zon-23-0035-(76)	PHILLIPS, JAMES ELDON 2700 S RIVER RD AUTRYVILLE, NC 28318	RAMIREZ ANGUIANO, LUIS A 175 PINE OAK LN DUNN, NC 28334
DOMINGUEZ, ROBERTO;DOMINGUEZ, MARIA JUDITH 228 W MAPLE GROVE RD FARWELL, MI 48622	STRICKLAND, PHYLLIS J;STRICKLAND, PO BOX 2273 FAYETTEVILLE, NC 28302	STRICKLAND, BETTY H PO BOX 2273 FAYETTEVILLE, NC 28302
STRICKLAND, CONNIE J.;STRICKLAND, 6017 IVERLEIGH CIR FAYETTEVILLE, NC 28311	OSGOOD, DENNE J II;OSGOOD, KENDRA L 6565 CEDAR CREEK RD FAYETTEVILLE, NC 28312	WARD, HERBERT CECIL JR;CECILIA, ALLISON WARD MABRY 472 VERMILLION DR LITTLE RIVER, SC 29566
KEHS LLC	RAWLS, JANET	CULBRETH, BILLIE JEAN
1607 WEATHERFORD CIRCLE	3315 ELIZABETHTOWN HWY	RR 4 BOX 12
RALEIGH, NC 27604	ROSEBORO, NC 28382	SNOW HILL, NC 28580
WORLEDGE, KYLE THOMAS	SESSOMS, KRISTINA L;WILLIAM, R	COX, KENNETH DUDLEY;COX, MARY SUE
1767 MCCALL DR	632 ARCH JORDAN RD	1734 MCCALL DR
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
BARANOWSKI, EUGENE JOHN JR.;BARANOWSKI, SUZANN A 1856 ARCO CIR STEDMAN, NC 28391	PAGE, PRENNIS H;LOVE, T TRUSTEES PO BOX 82 STEDMAN, NC 28391	FISHER, GREGORY SCOTT 1667 MINNIE VADA LN STEDMAN, NC 28391
SARGENT, STORMY M;SARGENT, HARA 6630 AMADORIS DR STEDMAN, NC 28391	SCOTT, CALVIN III;SCOTT, WANDA MAE 6674 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	AGUILERA, KEVIN ISMAEL SANCHEZ;MONZON, DULCE 1832 ARCO CIR STEDMAN, NC 28391
WELLER, RALPH W JR;WELLER, REBECCA	FISHER, LARRY M.	PAGE, KENNETH MARVIN;PAGE, TONYA M
6525 FAIRCLOTH BRIDGE RD	661 ARCH JORDAN RD	6651 FAIRCLOTH BRIDGE RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
VANYO, PAMELA	BARNES, STEVIE;BARNES, FRANCES	WORLEY, BETTIE CHRISTEEN
1864 ARCO CIR	6551 LINA DR	6511 FAIRCLOTH BRIDGE RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
RAING, ADRIENNE D	FISHER, HENRY THOMAS;MARY, D	KENNEDY, SHARON
6616 LINA DRIVE	1662 MINNIE VADA LN	1741 MCCALL DR
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391

### ATTACHMENT – MAILING LIST

HONEYCUTT, LEONARD;HONEYCUTT,	HALL, JASPER FRANK JR	IGNACIO, MANUEL DAVID
PATRICIA DENISE	6772 FAIRCLOTH BRIDGE RD	6725 FAIRCLOTH BRIDGE RD
6559 FAIRCLOTH BRIDGE ROAD	STEDMAN, NC 28391	STEDMAN, NC 28391
STEDMAN, LEROY F	BYNUM, CLEOPHUS E;JOHNS, DENNIS CH	LEE, DAVID SR
6612 AMADORIS DR	6624 AMADORIS DRIVE	628 ARCH JORDAN RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
WALTERS, ANN MARIE	JPC ENTERPRISE OF NC LLC	JPC ENTERPRISE OF NC LLC
1811 MCCALL ST	6540 FAIRCLOTH BRIDGE RD	6540 FAIRCLOTH BRIDGE RÐ
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
DIX, PATRICIA ANN	WORLEY, BILLY BROOKS	YAPLE, LOUIS
6532 LINA DR	6511 FAIRCLOTH BRIDGE RD	1817 ARCO CIR
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
ATKINS, DONNA CHEEK	DAVIS, ROBERT A;DAVIS, LAURA C	BLACKMON, BENNIE LEE
6480 FAIRCLOTH BRIDGE RD	6537 FAIRCLOTH BRIDGE RD	640 ARCH JORDAN RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
MCLAURIN, RUBIN W;MCLAURIN, BETTY	EATON, CASHANNA L;JESSICA, TALEAN	MASTERSON, BRUCE
6641 FAIRCLOTH BRIDGE RD	6530 FAIRCLOTH BRIDGE RD	6546 FAIRCLOTH BRIDGE ROAD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
CULBRETH, SAMMY CLYDE;CULBRETH, JEAN THOMPSON 6475 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	PARKER, BRIDGETTE L 6510 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	AGUILAR, JESSE JR;DOROTHY, L 1720 MCCALL DR STEDMAN, NC 28391
HALL, JASPER FRANK JR 6772 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	HARDY, KELLY JAMES;HARDY, YOLANDA LYNN 6614 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	PALMER, WILLIAM JOHN JR 6600 AMADORIS DR STEDMAN, NC 28391
RHODES, JERRY G;RHODES, TINA K 6539 LINA DRIVE STEDMAN, NC 28391	CALLAHAN, JOHN H JR;CALLAHAN, JOAN E 6450 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	BULLOCK, WILLIAM D 6608 LINA DR STEDMAN, NC 28391
SARGENT, STORMY;SARGENT, HARA	HALL, JASPER FRANK JR	HARDY, YOLANDA L;HARDY, KELLY J
6630 AMADORIS DR	6772 FAIRCLOTH BRIDGE RD	6614 FAIRCLOTH BRIDGE RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391

### ATTACHMENT - MAILING LIST

CALLAHAN, JOHN H JR;CALLAHAN, JOAN 6450 FAIRCLOTH BRIDGE RD STEDMAN, NC 28391	ADCOX, RHONDA;MASSEY, CHRISTOPHER ADAM 6540 LINA DRIVE STEDMAN, NC 28391	MCDONALD, DEBORAH F PO BOX 836 STEDMAN, NC 28391
PARKS, AMY LYNN;PARKS, LARRY E SR	WINKLEMAN, EMILY	PAGE, RUPERT G
1701 HALLINA DR	6551 FAIRCLOTH BRIDGE ROAD	6611 FAIRCLOTH BRIDGE RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
FISHER, MARY D	HARDING, DANNY R;HARDING, EMILY F	HINSON, ROLAND EDWARD
1662 MINNIE VADA LN	6470 FAIRCLOTH BRIDGE RD	6556 FAIRCLOTH BRIDGE RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
ROHME, ROBERT TAYLOR;ROHME, HELEN	SHARPE, MATTHEW A;SHARPE, ANNA	OSGOOD, DENNE J II;OSGOOD, KENDRA L
1686 WADE-STEDMAN RD	6520 FAIRCLOTH BRIDGE ROAD	1808 WADE STEDMAN RD
STEDMAN, NC 28391	STEDMAN, NC 28391	STEDMAN, NC 28391
HALL, JASPER F	EASOM, LISA SESSOMS	MATTHEWS, BRANSON;MATTHEWS, ESTH
6772 FAIRCLOTH BRIDGE RD	1835 MCCALL DRIVE	6066 SMITHFIELD RD
STEDMAN, NC 28391	STEDMAN, ND 28391	WADE, NC 28395
MATTHEWS, BRANSON;MATTHEWS, ESTH 6066 SMITHFIELD RD WADE, NC 28395	HALL, DONNIE RAY 8829 PLANTATION LANDING DR WILMINGTON, NC 28411	

#### ATTACHMENT: APPLICATION



County of Cumberland

**Planning & Inspections Department** 

<b>a</b> 1 <b>a</b> 2 1	ZAM-	23-6035	-
CASE #:	AUN	a) 00 55	

PLANNING BOARD MEETING DATE:

DATE APPLICATION SUBMITTED: \_\_\_\_\_

RECEIPT #:

RECEIVED BY:

#### APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

- 1. A copy of the *recorded* deed and/or plat.
- If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered;
- A check made payable to "Cumberland County" in the amount of S\_\_\_\_\_\_.
   (See attached Fee Schedule).

Rezoning Procedure:

- 1. Completed application submitted by the applicant.
- Notification to surrounding property owners.
- 3. Planning Board hearing.
- 4. Re-notification of interested parties / public hearing advertisement in the newspaper.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
- 6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

Cumberland County Rezoning Revised: 01-25-2013 Page 1 of 4

# TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1.	. Requested Rezoning from $A1$ to $P$	R
2.	. Address of Property to be Rezoned: 6516 Lina Dr	Sterman IUC
3.	. Location of Property:	
4.	Parcel Identification Number (PIN #) of subject property: (also known as Tax ID Number or Property Tax ID)	
5.		h:
6.	. Water Provider: Well: PWC: Other (	name): <u>South Rub</u> r
7.		<u>.</u>
8.	Deed Book, Page(s) Registry. (Attach copy of deed of subject property as it appears in 1	, Cumberland County Registry).
9.	Existing use of property:	
10.	0. Proposed use(s) of the property: <u>mobil home</u>	
11.	Do you own any property adjacent to or across the street from this p Yes No If yes, where?	
12.	2. Has a violation been issued on this property? Yes	_No_X

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

Cumberland County Rezoning Revised: 01-25-2013 Page 2 of 4

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

NAME OF OWNER(S) (PRINT OR TYPE) r. Stechnard NC 28391 ADDRESS OF OWNER(S) HOME TEL WORK TELEPHONE # NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE) ADDRESS OF AGENT, ATTORNEY, APPLICANT Divie 91954 9 live. com E-MAIL <u>910-990-590/</u> HOME TELEPHONE # WORK TELEPHONE # SIGNATURE OF OWNER(S) SIGNATURE OF AGENT, ATTORNEY OR APPLICANT SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Order Number: LWLM0066433 **Order Status:** Approved **Classification: Public Notices** Package: **General Package Total payment:** 295.12 Payment Type: Account Billed User ID: L0012804 External User ID: 744350

#### ACCOUNT INFORMATION

Cumb Co Joint Planning,Laverne Howard 130 Gillespie ST ATTN: LAVERNE HOWARD Fayetteville, NC 28301-5669 910-678-7600 Ihoward@cumberlandcountync.gov Cumb Co Joint Planning,Laverne Contract ID:

#### TRANSACTION REPORT

#### Date

February 26, 2024 11:03:14 AM EST Amount: 295.12

#### ADDITIONAL OPTIONS

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM00664330

March 4, 2024 Fayetteville Observer March 11, 2024 Fayetteville Observer

#### PREVIEW FOR AD NUMBER LWLM00664330

PUBLIC NOTICE The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 18, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-23-0035: Rezoning from A1 Ag. Dis.to RR Rural Res. Dis. or to a more restrictive zoning dis.; 1.44 +/- ac.; 6516 Lina Dr, Patricia Dix (owner).

ZON-23-0037: Rezoning from R10 Res. Dis. to R6A Res. Dis. or to a more restrictive zoning dis.; 0.51 +/- ac.; 4206 Longview Ave, Clinton Jackson Jr (owner).

ZON-24-0001: Rezoning from R40A Res. Dis. to R30 Res. Dis. or to a more restrictive zoning dis.; 1.53 +/- ac.; west side of Chicken Foot Rd and McCall Rd intersection; Harrell Builders of NC, LLC (owner).

ZON-24-0002: Rezoning from M(P) Planned Industrial Dis., M(P)/CU Planned Industrial Dis. Conditional Use, & C(P)/CU Planned Commercial Dis. Conditional Use to C(P) Planned Commercial Dis. or a more restrictive dis.; 36.74 +/-ac.; 548 Wilkes Rd; Dixon Soffe (agent), Myrover-Reese Fellowship Homes, Inc (owner). MH-6638-2023: Public

Hearing to consider an ordinance for the demolition or removal of a structure in violation of the Cumberland County Minimum Housing Nonresidential and Code; located at 3376 King Charles Rd., Fayetteville, NC., PIN# 0425157656; Linda Canady and Joseph Canady, 11 (owners). **Publication Dates** L00000000

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NORTH CAROLINA

### PLANNING AND INSPECTIONS DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 3/7/2024

#### SUBJECT: CASE ZON-23-0037

#### **BACKGROUND**

**ZON-23-0037:** Rezoning from R10 Residential District to R6A Residential District or to a more restrictive zoning district for 0.51 +/- acres; located at 4206 Longview Avenue, submitted by Clinton Jackson Jr. (owner).

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

**Planning Board Action:** Recommended approval of an alternate rezoning request from R10 Residential District to R20A Residential District at their February 20, 2024, meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** Planning and Inspections staff recommends denial of the rezoning request from R10 Residential District to R6A Residential District. Staff finds that the request to be inconsistent with the Southwest Cumberland Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is not compatible to or in harmony with the surrounding land use activities and zoning.

# If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-23-0037, I move to deny the rezoning request from R10 Residential District to R6A Residential District and to approve an alternate rezoning to R20A Residential District and find that:

1. Approval is an amendment to the adopted, current Southwest Cumberland Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map

for this request.

- 2. The request will allow for a single home to be placed on the property.
- 3. The proposed use would not have a negative impact to surrounding properties or uses.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

# If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-23-0037, I move to deny the rezoning request from R10 Residential District to R6A Residential District, and find the request is not consistent with the Southwest Cumberland Land Use Plan. The request is not reasonable or in the public interest because \_\_\_\_\_\_.

#### **ATTACHMENTS:**

Description Case ZON-23-0037 Type Backup Material **Rawis Howard** Director



David Moon **Deputy Director** 

## **Cumberland County Joint Planning Board**

MARCH 7, 2024

MEMO TO: **Cumberland County Board of Commissioners** 

FROM: Cumberland County Joint Planning Board

- SUBJECT: ZON-23-0037: Rezoning from R10 Residential District to R6A Residential District or to a more restrictive zoning district for 0.51 +/- acres; located at 4206 Longview Avenue, submitted by Clinton Jackson Jr. (owner).
- ACTION: Recommended approval of an alternate rezoning request from R10 Residential District to R20A Residential District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF FEBRUARY 20, 2024

Mr. Timothy Doersam presented the case information and photos.

In Case ZON-23-0037, Planning and Inspections staff recommends denial of the rezoning request from R10 Residential District to R6A Residential District. Staff finds that the request to be inconsistent with the Southwest Cumberland Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is not compatible to or in harmony with the surrounding land use activities and zoning.

Public meeting opened.

Mr. Clinton Jackson spoke in favor. Mr. Jackson stated that all he wanted to do was put a doublewide with a brick foundation to live in.

Mr. Lloyd asked if there were any homes near him and if they were on septic and well.

Mr. Jackson said yes.

There was discussion about the history of the zoning of the area and when the area was initially zoned.

Mr. Williams talked about how important it is for citizens to show up when land use plans are being done.

> Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829 Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov

Rawls Howard Director



David Moon Deputy Director

### **Cumberland County Joint Planning Board**

The board discussed different zoning options that would work for the applicant.

Mr. Lloyd said that staff has to go with the land use plans, that's the reason for these meetings, to get more information. It's up to the board to look at each situation individually.

Mr. Crumpler asked Mr. Jackson if he was okay with R20A or RR.

Mr. Jackson said he would accept that as long as he could put his mobile home on the property.

In Case ZON-23-0037, Mr. Crumpler made a motion, seconded by Mr. Walters to recommend denial of the rezoning request to R6A Residential District and made an alternate recommendation to R20A Residential District. The board also finds that the request is in harmony with the surrounding land use activities and zoning due to the lack of infrastructure to support the land use plan. Unanimous approval.

Chair McLaughlin announced that these cases would appear before the BOCC at its March 18, 2024 meeting 6:45 pm at the County Administration Building.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

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#### **PLANNING & INSPECTIONS**

PLANNING STAFF REPORT REZONING CASE # ZON-23-0037 Planning Board Meeting: Feb. 20, 2024

Location: 4206 Longview Ave. Jurisdiction: County-Unincorporated

#### REQUEST

**Rezoning R10 to R6A** 

Applicant requests a rezoning from R10 Residential District to R6A Residential District for 4206 Longview Ave., containing approximately .51 acres. The parcel is currently vacant. The intent of the property owner is to place a manufactured home on the site to replace a previous home that was removed.

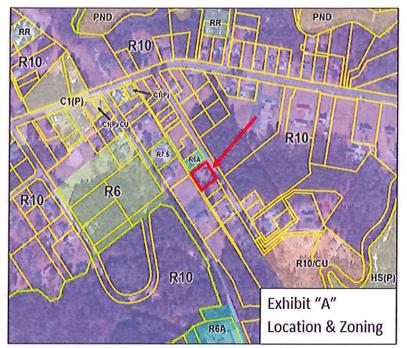
#### PROPERTY INFORMATION

OWNER/APPLICANT: Clinton Jackson (Owner)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0424223073000

**SIZE:** The parcel contains approximately 0.51 acres. Road frontage along Longview Ave is 150 feet. The property is approximately 150 feet in length at its deepest point.

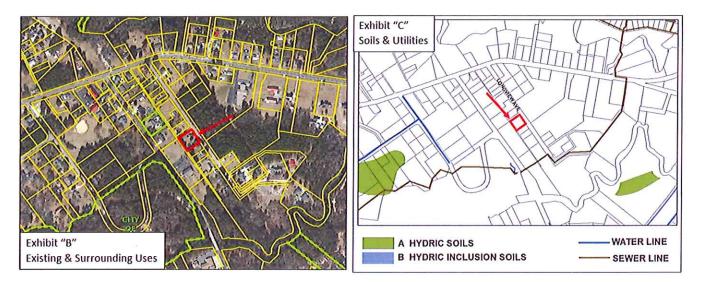
**EXISTING ZONING:** The subject property is currently zoned R10 Residential District. This is a dormant zoning district and defaults to R7.5. A district designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above.



**EXISTING LAND USE:** The subject parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North: Wooded lands, single family homes, and Hope Mills Shrine Club
- East: Wooded lands and single-family homes
- West: Single family homes
- South: Wooded lands and single-family homes



**TEN-YEAR CASE HISTORY:** No rezoning cases were identified for the past ten-year period near the vicinity of the subject site.

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils at the property.

**DEVELOPMENT REVIEW:** Subdivision review by County Planning & Inspections will be required before any development.

#### DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R10 (defaults to R7.5) (Existing Zoning)	R6A (Proposed)
Front Yard Setback	30 feet	25 feet
Side Yard Setback	10 feet (one story) 15 feet (two story)	10 feet (one story) 12 feet (two story)
Rear Yard Setback	35 feet	15 feet
Lot Area	7,500 Square Feet	6,000 Square Feet
Lot Width	75'	60'

#### **DEVELOPMENT POTENTIAL:**

Existing Zoning (R10)	Proposed Zoning (R6A)
3 dwelling units	4 dwelling units

\*Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

#### COMPREHENSIVE PLANS:

This property is located within the Southwest Cumberland Land Use Plan (2013). The future land use classification of the property is "Low Density Residential". Associated zoning districts for this classification are R15, R15A, R10, R10M, R7.5 & DD/CUD.

The proposed rezoning request is not consistent with the adopted Land Use Plan.

#### FUTURE LAND USE CLASSIFICATION Development Goal:

- Provide a full range of housing types and sites with adequate infrastructure in new and redeveloped neighborhoods throughout the area that is in harmony with the surrounding areas; respects environmentally sensitive areas; and that accommodates the present and future needs of the residents while maintaining the character of the area (Southwest Cumberland Land Use Plan 2013, p. 135).

# Associated plan goals, policies and notes that may be considered include the following:

- Low Density Residential is a residential land use category that has a density of 2.2 to six units per

acre and only allows stick built homes. Its application is only viable where community or public water and sewer are available. If there are not any public or community services, these areas can only be developed to the suburban density standard of two units per acre. The application of this district is in areas that are currently or will primarily be developed as single family stick built homes (Southwest Cumberland Land Use Plan 2013, p. 160).

- Residential developments, when possible, should be designed to allow for the continuation of collector streets (Southwest Cumberland Land Use Plan 2013, p. 135).

- Encourage the development of a full range of housing opportunities (structure, types, and sites) to accommodate the existing and future needs, desires and capabilities of a diverse citizenry (Southwest Cumberland Land Use Plan 2013, p. 135).

- Maintain the stability, character and density of existing sound neighborhoods (Southwest Cumberland Land Use Plan 2013, p. 135).

- Low Density Residential is defined as having a density of 2.2 to 6 units/acre. The zoning district classifications for this type of residential development include: R7.5 and R15 Residential Districts (Cumberland County Land Use Policies Plan, p. 5).

- Public or community water and public sewer required (Cumberland County Land Use Policies Plan, p. 5).

- Must have direct access to a public street (Cumberland County Land Use Policies Plan, p. 5).

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**UTILITIES:** Water and sewer lines are not available near the subject property, as shown in Exhibit "C". It is the applicant's responsibility to determine if this utility provider will serve their development. Well and septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both.

**TRAFFIC:** The subject property sits on Longview Ave and is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have no significant impact on the Transportation Improvement Program. In addition, Longview Ave has no 2021 AADT or road capacity data available. Due to lack of data and the small



scale, the new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact Longview Ave.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Ed Baldwin Elementary	638	625
Hope Mills Middle	380	523
South View High	1871	1599

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	$\boxtimes$	Averasboro Battlefield Corridor:	
Five Mile Distance of Fort Liberty:		Eastover Commercial Core Overlay District:	
Voluntary Agricultural District (VAD):		Spring Lake Main Street Overlay District:	
VAD Half Mile Buffer:		Coliseum Tourism Overlay District:	

CONDITIONS OF APPROVAL: This is a conventional zoning and there are no conditions at this time.

STAFF RECOMMENDATION

In Case ZON-23-0037, Planning and Inspections staff **recommends denial** of the rezoning request from R10 Residential District to R6A Residential District. Staff finds that the request to be inconsistent with the Southwest Cumberland Land Use Plan which calls for "Low Density Residential" at this location. Staff also finds that the request is not compatible to or in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

#### ATTACHMENT – MAILING LIST

HALL, JANIS H GARDNER HOLDINGS LLC NATIONAL LAND GROUP LLC PALMISANO, PATRICIA GAUTIER; PALMISANO, THOMAS LEE NATIONAL LAND GROUP LLC GARDNER HOLDINGS LLC **GROVES, MARY** HALL, JANIS E JACKSON, CLINTON RODNEY JR **BLACKWELL, BLONDELL LIFE ESTATE** HALL, JANIS HOKE GOLDEN BRIDGE INVESTMENT LLC JACKSON, PHILLIP RODNEY; JACKSON, JULIE ANN COX HERITAGE BIBLE FELLOWSHIP INDOOR WAREHOUSE STORAGE LLC; BEARSKIN HOLDINGS, LLC SANDY CREEK LAND COMPANY LLC DOVE, KEVIN C; DOVE, STEPHANIE M **BETTER B LLC** NATIONAL LAND GROUP LLC HALL, JANIS E **FIRST BAPTIST CHURCH** JACKSON, CLINTON RODNEY JR COOK, MARY G;COOK, RICHARD HOPE MILLS SHRINE CLUB HOLDING CORP HARRIS, OWEN HII;HARRIS, LISA C DAVIS, THOMAS W; DAVIS, BETTY **BETTER B LLC** SANDY CREEK LAND COMPANY LLC TOWN OF HOPE MILLS MCDONALD, SKYLER MICHAEL; MCDONALD, ASHLEY P PALMISANO, PATRICIA ANN; PALMISANO, THOMAS LEE NATIONAL LAND GROUP LLC HERITAGE BIBLE FELLOWSHIP SINGLETARY, DONNA JOHNSON, CARLA; JOHNSON, CAROLG PALMISANO, THOMAS LEE WARTERS, FLORA FRANCES JACKSON, PHILLIP RODNEY; JACKSON, JULIE ANN COX EDGE, MARVIN RICHARD BROWN, JAMES H; BROWN, DONNA MESZAROS, SCOTT WILLIAM; MESZAROS, STACEY JOHNSON, CAROL LOUISE GUY BRAY, LARRY A

**4117 LONGVIEW AVENUE** PO BOX 715 25125 SANTA CLARA ST 4563 CAMERON RD 25125 SANTA CLARA ST **PO BOX 715** 4265 LONGVIEW AVE **4117 LONGVIEW AVENUE** 4238 LONGVIEW AVE 821 BLAWELL ST 4117 LONGVIEW AVENUE 215 LAFAYETTE WOOD MHP LOT 2 **4240 LONGVIEW AVE** 4519 CALICO ST PO BOX 715 PO 80X 616 4446 CALICO ST 4226 LONGVIEW AVENUE 25125 SANTA CLARA ST **4117 LONGVIEW AVENUE** 4621 CAMERON RD 4238 LONGVIEW AVE 4313 LONGVIEW AVE 0 P O BOX 853 N/A 4451 CALICO ST 338 MCNEILL ST **4218 LONGVIEW AVENUE** PO BOX 616 5770 ROCKFISH RD 4355 LONGVIEW AVENUE 4563 CAMERON RD 25125 SANTA CLARA ST 4519 CALICO ST 4481 CALICO ST 4495 CAMERON RD 4563 CAMERON RD 1334 TILGHMAN MILL RD 4240 LONGVIEW AVE 4429 CALICO ST 4348 LONGVIEW AVE 4465 CALICO STREET 4479 CAMERON ROAD **4118 LONGVIEW AVE** 

HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HAYWARD, CA 94544 HOPE MILLS, NC 28348 HAYWARD, CA 94544 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 STEDMAN, NC 28391 HOPE MILLS, NC 28348 RAEFORD, NC 28376 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 STEDMAN, NC 28391 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HAYWARD, CA 94544 HOPE MILLS, NC 28348 STEDMAN, NC 28391 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HAYWARD, CA 94544 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348 KINSTON, NC 28501 HOPE MILLS, NC 28348 HOPE MILLS, NC 28348

#### ATTACHMENT: APPLICATION

# TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1.	Requested Rezoning from RID to RGA
2.	Address of Property to be Rezoned:
3.	Location of Property: 4206 Longview Ave
4.	Parcel Identification Number (PIN #) of subject property: 0424223073000 (also known as Tax ID Number or Property Tax ID)
5.	Acreage: .51 Frontage: 150 Depth: 150
6.	Water Provider: Well: Y PWC: Other (name):
7.	Septage Provider: Septic Tank X PWC
8.	Deed Book, Page(s), Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9.	Existing use of property: RIO Residential
<mark>10</mark> .	Proposed use(s) of the property: put Mobile home to replace home that was removed
	Epitice work of an arross the street from this property?
11.	Do you own any property adjacent to or across the street from this property? Yes $X$ No If yes, where? $4238$ long Uiew
12.	Has a violation been issued on this property? Yes No X

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

Cumberland County Rezoning Revised: 01-25-2013 Page 2 of 4

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Clinder Colney JAC h. Jr NAME OF OWNER(S) (PRINT OR TYPE) 4238 Consum Arno. Hup, Milly KC 28343 ADDRESS OF OWNER(S) 
 910
 850 - 9715
 Cull
 910
 864 - 4104

 HOME TELEPHONE #
 WORK TELEPHONE #
 HOME TELEPHONE # NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE) ADDRESS OF AGENT, ATTORNEY, APPLICANT NIA E-MAIL WORK TELEPHONE # HOME TELEPHONE # SIGNATURE OF AGENT, ATTORNEY OR APPLICANT NATURE OF OWNER(S)

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Cumberland County Rezoning Revised: 01-25-2013

#### **ORDER DETAILS**

Order Number: LWLM0066433 **Order Status:** Approved **Classification: Public Notices** Package: **General Package Total payment:** 295.12 Payment Type: Account Billed User ID: L0012804 External User ID: 744350

#### ACCOUNT INFORMATION

Cumb Co Joint Planning, Laverne Howard 130 Gillespie ST ATTN: LAVERNE HOWARD Fayetteville, NC 28301-5669 910-678-7600 lhoward@cumberlandcountync.gov Cumb Co Joint Planning, Laverne Contract ID:

#### TRANSACTION REPORT

#### Date

February 26, 2024 11:03:14 AM EST Amount: 295.12

#### ADDITIONAL OPTIONS

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM00664330

March 4, 2024 Fayetteville Observer March 11, 2024 Fayetteville Observer

#### PREVIEW FOR AD NUMBER LWLM00664330

PUBLIC NOTICE The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 18, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-23-0035: Rezoning from A1 Ag. Dis.to RR Rural Res. Dis. or to a more restrictive zoning dis.; 1.44 +/- ac.; 6516 Lina Dr, Patricia Dix (owner).

ZON-23-0037: Rezoning from R10 Res. Dis. to R6A Res. Dis. or to a more restrictive zoning dis.; 0.51 +/- ac.; 4206 Longview Ave, Clinton Jackson Jr (owner).

ZON-24-0001: Rezoning from R40A Res. Dis. to R30 Res. Dis. or to a more restrictive zoning dis.; 1.53 +/- ac.; west side of Chicken Foot Rd and McCall Rd intersection; Harrell Builders of NC, LLC (owner).

ZON-24-0002: Rezoning from M(P) Planned Industrial Dis., M(P)/CU Planned Industrial Dis. Conditional Use, & C(P)/CU Planned Commercial Dis. Conditional Use to C(P) Planned Commercial Dis. or a more restrictive dis.; 36.74 +/-ac.; 548 Wilkes Rd; Dixon Soffe (agent), Myrover-Fellowship Homes, Reese Inc (owner). MH-6638-2023: Public

Hearing to consider an ordinance for the demolition or removal of a structure in violation of the Cumberland County Minimum Housing and Nonresidential Code; located at 3376 King Charles Rd., Fayetteville, NC., PIN# 0425157656; Linda Canady and Joseph Canady, 11 (owners). **Publication Dates** L00000000

**Privacy Policy** 

Terms of Service



NORTH CAROLINA

### PLANNING AND INSPECTIONS DEPARTMENT

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 3/7/2024

#### SUBJECT: CASE ZON-24-0001

#### **BACKGROUND**

**ZON-24-0001:** Rezoning from R40A Residential District to R30 Residential District or to a more restrictive zoning district for 1.53 +/- acres; located on the west side of the intersection of Chicken Foot Road and McCall Road, submitted by Harrell Builders of NC, LLC (owner).

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

**<u>Planning Board Action</u>**: Recommended approval of the rezoning request from R40A Residential District to R30 Residential District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**Staff Recommendation:** In Case ZON-24-0001, Planning and Inspections staff recommends approval of the rezoning request from R40A Residential District to R30 Residential District and finds that: 1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The zoning request is consistent with recent area trends for zoning amendments and creates a density transition from more dense zoning to the east of Chicken Foot Road and less dense zoning to the west of the property. 3. There is an existing water line available to the site to support more intense development of the property than what is presently allowed under the current zoning district.

# If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0001, I move to approve the rezoning request from R40A Residential District to R30 Residential District and find that:

1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.

2. The zoning request is consistent with recent area trends for zoning amendments and creates a density transition from more dense zoning to the east of Chicken Foot Road and less dense zoning to the west of the property.

3. There is an existing water line available to the site to support more intense development of the property.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

# If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

#### **MOTION:**

In Case ZON-24-0001, I move to deny the rezoning request from R40A Residential District to R30 Residential District and find that the request is not consistent with the South- Central Land Use Plan. The request is not reasonable or in the public interest because

#### **ATTACHMENTS:**

Description Case ZON-24-0001 Type Backup Material **Rawls Howard** Director



David Moon **Deputy Director** 

### **Cumberland County Joint Planning Board**

MARCH 7, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

- SUBJECT: ZON-24-0001: Rezoning from R40A Residential District to R30 Residential District or to a more restrictive zoning district for 1.53 +/- acres; located on the west side of the intersection of Chicken Foot Road and McCall Road, submitted by Harrell Builders of NC, LLC (owner).
- ACTION: Recommended approval of the rezoning request from R40A Residential District to R30 Residential District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

#### MINUTES OF FEBRURY 20, 2024

In Case ZON-24-0001, Planning and Inspections staff recommends approval of the rezoning request from R40A Residential District to R30 Residential District and finds that: 1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The zoning request is consistent with recent area trends for zoning amendments and creates a density transition from more dense zoning to the east of Chicken Foot Road and less dense zoning to the west of the property. 3. There is an existing water line available to the site to support more intense development of the property than what is presently allowed under the current zoning district.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-24-0001, Mr. Mobley made a motion, seconded by Mr. Lloyd to recommend approval of the rezoning request from R40A Residential District to R30 Residential District. The board finds that: 1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request. 2. The zoning request is consistent with recent area trends for zoning amendments and creates a density transition from more dense zoning to the east of Chicken Foot Road and less dense zoning

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Rawls Howard Director



David Moon Deputy Director

### **Cumberland County Joint Planning Board**

to the west of the property. 3. There is an existing water line available to the site to support more intense development of the property than what is presently allowed under the current zoning district. The board also finds that the request is reasonable and in the public interest, as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

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cumberlandcountync.gov



PLANNING STAFF REPORT REZONING CASE # ZON-24-0001 Planning Board Meeting: Feb. 20, 2024

Location: W. side of intersection of Chicken Foot Rd. & McCall Rd. Jurisdiction: County-Unincorporated

PLANNING & INSPECTIONS

#### Rezoning R40A to R30

Applicant requests a rezoning from R40A Residential District to R30 Residential District for approximately 1.53 acres located on the west side of the intersection of Chicken Foot Road and McCall Road, as shown in Exhibit "A". This parcel is currently vacant. The intent of the property owner is to subdivide the property and construct two stick-built, single-family structures.

#### **PROPERTY INFORMATION**

REQUEST

**OWNER/APPLICANT:** Harrell Builders of NC, LLC (Owner)

ADDRESS/LOCATION: Located on the west side of the intersection of Chicken Foot Road and McCall Road. Refer to Exhibit "A", Location and Zoning Map. REID number: 0497458216000.

**SIZE:** The parcel contains approximately 1.53 acres. Road frontage along Chicken Foot Road is 227+/feet and road frontage along McCall Road is 158.55 +/- feet. The property is approximately 353.07 +/- feet in length at its deepest point.

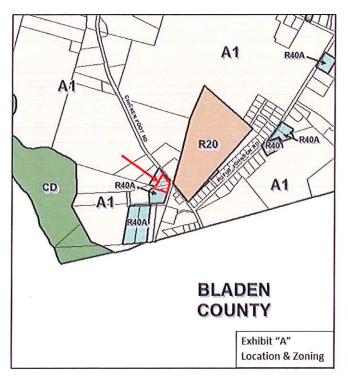
**EXISTING ZONING:** The subject property is currently zoned R40A. This district is designed primarily for single-family dwelling units.

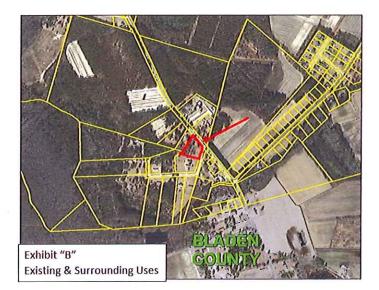
**EXISTING LAND USE:** The subject parcel is currently vacant. Exhibit "B" shows the existing use of the subject property.

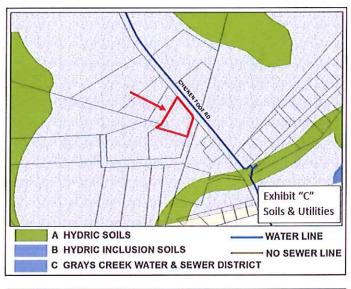
**SURROUNDING LAND USE:** Exhibit "B" illustrates the following:

- North: Single-family homes, and manufactured homes
- East: Single-family homes, and manufactured homes
- West: Single-family homes
- South: Farmland, wooded lands, and single-family homes

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric or hydric inclusion soils at the property.







#### TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes the location of the zoning case history described below.

-P21-02: R40A to R30; Withdrawn by applicant

-ZON-23-0024: R40 to R20: Approved

#### **DEVELOPMENT REVIEW:**

Prior to issuance of building permits, the property must be re-platted as the rear lot line does not coincide with the rear tax parcel line.

#### A1 A1 R40A CD R40A P21-02 CD R40A P21-02 R40A R40A

#### DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	R40A (Existing Zoning)	R30 (Proposed)
Front Yard Setback	30 feet	30 feet
Side Yard Setback	15 feet	15 feet
Rear Yard Setback	35 feet	35 feet
Lot Area	40,000 Sq. feet	30,000 Sq. feet
Lot Width	100'	100'

#### **Development Potential:**

Existing Zoning (R40A)	Proposed Zoning (R30)
1 dwelling unit	2 dwelling units

• Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

#### COMPREHENSIVE PLANS:

This property is located within the South-Central Land Use Plan (2015). The future land use classification of the property is "Farmland". Associated Zoning districts for this classification are A1, A1A, R40, R40A.

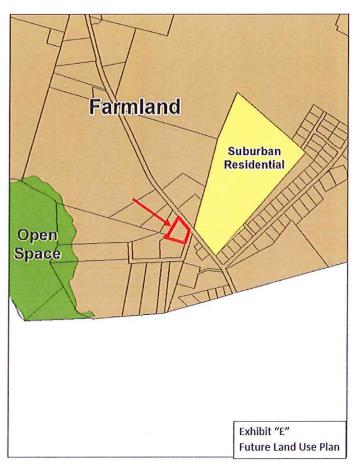
# The proposed rezoning request is not consistent with the adopted Land Use Plan.

#### FUTURE LAND USE CLASSIFICATION Development Goal:

• Preserve and protect farmland to ensure the continued viability of the farming and agribusiness industry in the Study Area (South Central Land Use Plan 2015, p. 95).

# Associated plan goals, policies and notes that may be considered include the following:

- Create a significant designated farmland area ("farm zone") to provide a sustainable environment for agricultural operations (South Central Land Use Plan 2015, p. 95).
- Promote a natural or reforested buffer area between development and farming operations (South Central Land Use Plan 2015, p. 95).



- Promote the awareness of the benefits of farmland to the environment and in maintaining the rural character of the area (South Central Land Use Plan 2015, p. 95).
- Support efforts that protect the family farm (South Central Land Use Plan 2015, p. 95).
- Policy 7.10: Local governments shall consult with the Cumberland County FARM ADVISORY BOARD on all planning related matters affecting farmland (2030 Growth Vision Plan, p. 27).
- Policy 8.13: All forms of housing development should be discouraged from "LEAPFROGGING" into the countryside, thereby destroying the rural character of the County, breaking up large farmland areas, and making the provision of urban services more costly to taxpayers (2030 Growth Vision Plan, p. 29-30).

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

**UTILITIES:** Sewer lines are not available near the subject property. A County controlled water main is available along Chicken Foot Road and two water tap connections are already in place. The owner is currently paying fees to reserve connections to the water system, as demonstrated in a response from the County Public Utilities Department. As stated in the Cumberland County Public Utilities Ordinance, Section 14. Connection of Newly Constructed Buildings, any new construction requiring a building or zoning permit will be required to connect to any County controlled water main or gravity sewer located within 300 feet of the structure. Utilities for water and sewer are shown on Exhibit "C". Septic will likely be required, and the lot size must meet the minimum area necessary to accommodate the required system.

**TRAFFIC:** According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property sits along Chicken Foot Road and is identified as a major collector in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned for this section of Chicken Foot Road, and the subject property will have no significant impact on the Transportation Improvement Program. In addition, this section of Chicken Foot Road has a 2021 average annual daily trip (AADT) count of 2000 trips and a road capacity to accommodate 12,700 AADT. Due to lack of data

and the small scale of potential development, the zoning request does not demand a trip generation analysis. The new development should not generate enough traffic to significantly impact Chicken Foot Road.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Gray's Creek Elementary	432	453
Gray's Creek Middle	1083	1107
Gray's Creek High	1517	1491

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and had no objection to the proposal.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and has no comments regarding the proposal.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	n/a	Coliseum Tourism Overlay District:	n/a

n/a - not applicable

CONDITIONS OF APPROVAL: This is a conventional zoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-24-0001, Planning and Inspections staff **recommends approval** of the rezoning request from R40A Residential District to R30 Residential District and finds that:

- 1. Approval is an amendment to the adopted, current South-Central Land Use Plan and that the Board of Commissioners should not require any additional request or application for amendment to said map for this request.
- 2. The zoning request is consistent with recent area trends for zoning amendments and creates a density transition from more dense zoning to the east of Chicken Foot Road and less dense zoning to the west of the property.
- 3. There is an existing water line available to the site to support more intense development of the property than what is presently allowed under the current zoning district.

The request is reasonable and in the public interest as the requested district would be compatible to and in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Correspondence from Utility Provider Application

### ATTACHMENT – MAILING LIST

SCARBOROUGH, MICHELE M	JFJ III INVESTMENTS LLC	JFJ III INVESTMENTS LLC
7016 TREMONT DR	370 VALLEY RD	370 VALLEY RD
INDIAN TRAIL, NC 28079	FAYETTEVILLE, NC 28305	FAYETTEVILLE, NC 28305
JFJ III INVESTMENTS LLC	J F JOHNSON FAMILY FARMS LLC	BRINSON, MARIE G
370 VALLEY RD	370 VALLEY RD	244 PERCH DR
FAYETTEVILLE, NC 28305	FAYETTEVILLE, NC 28305	FAYETTEVILLE, NC 28306
LATHAM, ROBYN ASHLEY;ESPINOSA- PACHECO, TOMAS 7751 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	GREENE, RICK J;GREENE, JANIT F 7756 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	SHEFFIELD, ALEXANDER 7817 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306
ZAMBRANO, MICHAEL;ZAMBRANO, JUSTINE 7748 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	MONROE, DILLON;FIERRO, MARIA LOPEZ 7810 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	SCOTT, LATOYA;SCOTT, JONAS 7850 RUFUS JOHNSON RD FAYETTEVILLE, NC 28306
BARNETT, FREDDIE LEE;BARNETT, LENORA R;EVANS, TANYA 7830 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	CRUZ, LEONARDO GARCIA 7840 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	SCHERPING, ASHLEY 7820 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306
WAGNER, JOSHUA ADAM CHARLES;WAGNER, ELIZABETH ANN 7757 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	WHITLEY, MATTHEW;WHITLEY, MARY 7752 RUFUS JOHNSON ROAD FAYETTEVILLE, NC 28306	BRISSON, BRENDA CAROL PO BOX 531 DUBLIN, NC 28332
MCQUEEN, LARRY;MCQUEEN, RETHA	HALL, JOSEPH E JR	RIDDLE, GLENN;RIDDLE, GAIL
500 PECAN GROVE LP	2778 CHICKEN FOOT RÐ	3175 ODOM RD
HOPE MILLS, NC 28348	HOPE MILLS, NC 28348	HOPE MILLS, NC 28348
MCQUEEN, LARRY;MCQUEEN, RETHA 500 PECAN GROVE LP HOPE MILLS, NC 28348	MCQUEEN, LARRY DOBY;MCQUEEN, RETHA P 500 PECAN GROVE LP HOPE MILLS, NC 28348	MCQUEEN, LARRY;MCQUEEN, RETHA 500 PECAN GROVE LOOP HOPE MILLS, NC 28348
JONES, VALERIA	MCQUEEN, RETHA	HARRELL BUILDERS OF NC LLC
PO BOX 174	500 PECAN GROVE LP	PO BOX 451
HOPE MILLS, NC 28348	HOPE MILLS, NC 28348	RAEFORD, NC 28376
KING, HINTON MCCALL;KING, ELIZABETH	FOY, MARTHA HEIRS	MCALLISTER, LYNETTE
831 KING RD	5508 CHICKEN FOOT RD	2746 MCCALL RD
ST PAULS, NC 28384	SAINT PAULS, NC 28384	SAINT PAULS, NC 28384

### ATTACHMENT - MAILING LIST

FOY, MARTHA HEIRS 649 EDGE GROVE CIR SAINT PAULS, NC 28384	MAXWELL, ELIZA B;ORA, LEE TELFAIR 5426 CHICKEN FOOT RD ST PAULS, NC 28384	MAXWELL, GLORIA E HEIRS;MAXWELL, REGINALD LEE 2766 MCCALL RD ST PAULS, NC 28384
HALL, JOSEPH E SR;HALL, PATRICIA L 5301 CHICKEN FOOT RD SAINT PAULS, NC 28384	HALL, JOSEPH E;HALL, PATRICIA M 5301 CHICKEN FOOT RD ST PAULS, NC 28384	HODGE, PAULINE BUTLER HEIRS 5304 CHICKENFOOT RD SAINT PAULS, NC 28384
DRY, GARY 34 BAZEMORE CT ST PAULS, NC 28384	SANCHEZ PEREZ, RODULFO;SANCHEZ PEREZ, MARIBEL BARRERA PINEDA 80 BAZEMORE CT ST PAULS, NC 28384	HALL, JONATHAN T;HALL, MEGAN 5324 CHICKENFOOT RD ST PAULS, NC 28384
HEALEY, DONALD;HEALEY, JO 5338 CHICKENFOOT RD ST PAULS, NC 28384	HALL, JONATHAN T;HALL, MEGAN 5324 CHICKENFOOT RD ST PAULS, NC 28384	COUNCIL, ODESSA 2755 MCCALL RD SAINT PAULS, NC 28384
SANDERS, STEVE LIFE ESTATE 5345 CHICKENFOOT RD ST PAULS, NC 28384	MAXWELL, JAMES EDWARD;MAXWELL, SYLVIA 5436 CHICKEN FOOT RD SAINT PAULS, NC 28384	GONZALEZ, LUIS EMILIO VELASQUEZ 1457 SUNSET RD WEST PALM BEACH, FL 33406

#### ATTACHMENT



From: Amy Hall <<u>ahall@cumberlandcountync.gov</u>> Sent: Monday, January 22, 2024 11:54 AM To: Alyssa Garcia <<u>agarcia@cumberlandcountync.gov</u>>

1

Cc: David Moon <<u>dmoon@cumberlandcountync.gov</u>> Subject: RE: ZON-24-0001 5348 Chicken Foot Road

Good morning,

Yes, it does. The property owner is currently paying for two availability fees for this lot and there are two taps already installed on the property.

Thank you,

Amy Hall Public Utilities Project Manager Public Utilities Department

#### ATTACHMENT: APPLICATION



## County of Cumberland

Planning & Inspections Department

	CASE #:
	PLANNING BOARD MEETING DATE:
2	DATE APPLICATION SUBMITTED:
	RECEIPT #:
	RECEIVED BY:

#### APPLICATION FOR REZONING REQUEST CUMBERLAND COUNTY ZONING ORDINANCE

The following items are to be submitted with the completed application:

- A copy of the recorded deed and/or plat. 1. 2.
- If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered; 3.
- A check made payable to "Cumberland County" in the amount of \$ 250. . . . (See attached Fee Schedule).

**Rezoning Procedure:** 

- 1. Completed application submitted by the applicant.
- Notification to surrounding property owners. 2. 3.
- Planning Board hearing. 4.
- Re-notification of interested parties / public hearing advertisement in the nowspaper. 5.
- County Commissioners' public hearing (approximately four weeks after Planning Board public hearing) 6.
- If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7603 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is nonrefundable.

Cumberland County Rezoning Revised: 01-25-2013

Page 1 of 4

# TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

	Requested Rezoning from R40A to R30
	Requested Rezoning from       R40A       to       R30         Address of Property to be Rezoned:       Chickenfoot Rd.         Location of Property       Chickenfoot Rd.
	Location of Property: Chickenfoot Rd. Hope Mills, NC 28348
	Parcel Identification Number (PIN #) of subject property: (also known as Tax ID Number or Property Tax ID)
	Aoreage: 1.53 Frontage: 227 297
	Water Provider: Well: PWC: Other (name):
	Septage Provider: Septic Tank pwc X
10 M 10 M	Deed Book 11432 Page(s) 407 Cumberland County
	Existing use of property: Vacant lot
	Proposed use(s) of the property: Building two stick built homes
	Do you own any property adjacent to or across the street from this property?
	Yes No If yes, where?
1	Has a violation been issued on this property? YesNoX

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

Cumberland County Rezoning Revised: 01-25-2013

Page 2 of 4

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Harrell Builders of NC, LLC,

NAME OF OWNER(S) (PRINT OR TYPE)	
PO Box 451 Raeford, NC 28376	
ADDRESS OF OWNER(S)	
HOME TELEPHONE #	910-263-2945 WORK TELEPHONE #
	# Old TBEBFHONE #
Nicholas Shaun Harrell	
NAME OF AGENT, ATTORNEY, APPLICA	ANT (PRINT OR TYPE)
PO Box 451 Raeford, NC 28376	
ADDRESS OF AGENT, ATTORNEY, APPL	ICANT
harrellbldrs@aol.com	
E-MAIL	
HOME TELEPHONE #	910-263-2945 WORK TELEPHONE #
SIGNATURE OF OWNER(S)	SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Cumberland County Rezoning Revised: 01-25-2013

Page 3 of 4

Order Number: LWLM0066433 Order Status: Approved **Classification: Public Notices** Package: **General Package** Total payment: 295.12 Payment Type: Account Billed User ID: L0012804 **External User ID:** 744350

#### ACCOUNT INFORMATION

Cumb Co Joint Planning,Laverne Howard 130 Gillespie ST ATTN: LAVERNE HOWARD Fayetteville, NC 28301-5669 910-678-7600 Ihoward@cumberlandcountync.gov Cumb Co Joint Planning,Laverne Contract ID:

#### TRANSACTION REPORT

#### Date

February 26, 2024 11:03:14 AM EST Amount: 295.12

#### **ADDITIONAL OPTIONS**

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM00664330

March 4, 2024 Fayetteville Observer March 11, 2024 Fayetteville Observer

#### PREVIEW FOR AD NUMBER LWLM00664330

PUBLIC NOTICE The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 18, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-23-0035: Rezoning from A1 Ag. Dis.to RR Rural Res. Dis. or to a more restrictive zoning dis.; 1.44 +/- ac.; 6516 Lina Dr, Patricia Dix (owner).

ZON-23-0037: Rezoning from R10 Res. Dis. to R6A Res. Dis. or to a more restrictive zoning dis.; 0.51 +/- ac.; 4206 Longview Ave, Clinton Jackson Jr (owner).

ZON-24-0001: Rezoning from R40A Res. Dis. to R30 Res. Dis. or to a more restrictive zoning dis.; 1.53 +/- ac.; west side of Chicken Foot Rd and McCall Rd intersection; Harrell Builders of NC, LLC (owner).

ZON-24-0002: Rezoning from M(P) Planned Industrial Dis., M(P)/CU Planned Industrial Dis. Conditional Use, & C(P)/CU Planned Commercial Dis. Conditional Use to C(P) Planned Commercial Dis. or a more restrictive dis.; 36.74 +/ac.; 548 Wilkes Rd; Dixon Soffe (agent), Myrover-Fellowship Homes, Reese Inc (owner). MH-6638-2023:

Public Hearing to consider an ordinance for the demolition or removal of a structure in violation of the Cumberland County Minimum Housing Nonresidential and Code; located at 3376 King Charles Rd., Fayetteville, NC., PIN# 0425157656; Linda Canady and Joseph Canady, 11 (owners). Publication Dates L00000000



NORTH CAROLINA

# PLANNING AND INSPECTIONS DEPARTMENT

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

# TO: BOARD OF COUNTY COMMISSIONERS

# FROM: CUMBERLAND COUNTY JOINT PLANNING BOARD

DATE: 3/7/2024

# SUBJECT: CASE ZON-24-0002

# **BACKGROUND**

**ZON-24-0002:** Rezoning from M(P) Planned Industrial District, M(P)/CU Planned Industrial District Conditional Use, and C(P)/CU Planned Commercial District Conditional Use to C(P) Planned Commercial District or to a more restrictive zoning district for  $36.74 \pm -36.74 \pm -36.74$  Wilkes Road, submitted by Dixon Soffe (agent) on behalf of Myrover-Reese Fellowship Homes, Inc (owner).

# **RECOMMENDATION / PROPOSED ACTION**

**Planning Board Action:** Recommended approval of the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

**<u>Staff Recommendation</u>**: Planning and Inspections staff recommends approval of the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Coliseum Development Area" at this location. Staff finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

# If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

# **MOTION:**

In Case ZON-24-0002, I move to approve the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, and M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District and find that the request is consistent with the South-Central Land Use Plan which calls for "Coliseum Development Area" at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

# If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

## **MOTION:**

In Case ZON-24-0002, I move to deny the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, and M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District and find the request is not consistent with the South-Central Land Use Plan. The request is not reasonable or in the public interest because \_\_\_\_\_\_.

# **ATTACHMENTS:**

Description Case ZON-24-0002 Type Backup Material



**David Moon Deputy Director** 

# Cumberland County Joint Planning Board

MARCH 7, 2024

- MEMO TO: Cumberland County Board of Commissioners
- FROM: **Cumberland County Joint Planning Board**
- SUBJECT: ZON-24-0002: Rezoning from M(P) Planned Industrial District, M(P)/CU Planned Industrial District Conditional Use, and C(P)/CU Planned Commercial District Conditional Use to C(P) Planned Commercial District or to a more restrictive zoning district for 36.74 +/- acres; located at 548 Wilkes Road, submitted by Dixon Soffe (agent) on behalf of Myrover-Reese Fellowship Homes, Inc (owner).
- ACTION: Recommended approval of the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District at their February 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

#### MINUTES OF FEBRURY 20, 2024

In Case ZON-24-0002, Planning and Inspections staff recommends approval of the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Coliseum Development Area" at this location. Staff finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

In Case ZON-24-0002, Mr. Mobley made a motion, seconded by Mr. Lloyd to recommend approval of the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District. The board finds that the request is consistent with the South-Central Land Use Plan which calls for "Coliseum Development Area" at this location. The board finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

cumberlandcountync.gov

Rawls Howard Director



David Moon Deputy Director

# **Cumberland County Joint Planning Board**

Chair McLaughlin announced that these cases would appear before the BOCC at its March 18, 2024 meeting 6:45 pm at the County Administration Building.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

Historic Cumberland County Courthouse | 130 Gillespie Street | P.O. Box 1829 Fayetteville, North Carolina 28301 | Phone: 910-678-7600 | Fax: 910-678-7631

cumberlandcountync.gov



# PLANNING & INSPECTIONS

PLANNING STAFF REPORT REZONING CASE # ZON-24-0002 Planning Board Meeting: Feb. 20, 2024

Location: 548 Wilkes Rd. Jurisdiction: County-Unincorporated

#### REQUEST

#### Rezoning M(P), C(P)/CU, & M(P)/CU to C(P)

Applicant requests a rezoning from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District for 548 Wilkes Rd. The site contains approximately 36.74 acres. The parcel currently has a residential habilitation support facility located on the portion of the parcel zoned M(P)/CU, which was approved in zoning case # P98-88. The intent of the property owner is to expand the residential habilitation facility in the near future and to have the parcel under the same zoning and development standards. The southwestern portion of the parcel is located within the Coliseum Tourism Overlay District. Any proposed development within that overlay district must comply with overlay use and development restrictions.

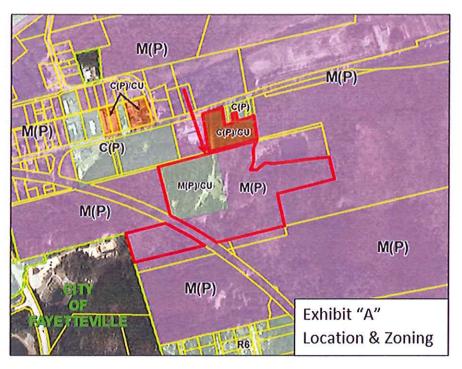
#### PROPERTY INFORMATION

**OWNER/APPLICANT:** Myrover-Reese Fellowship Homes, Inc (owner); Dixon Soffe (agent)

ADDRESS/LOCATION: Refer to Exhibit "A", Location and Zoning Map. REID number: 0436523017000

**SIZE:** The parcel contains approximately 36.74 acres. Road frontage along Wilkes Road is approximately 230.06 feet. The property is approximately 1363.7 feet in length at its deepest point.

**EXISTING ZONING:** The subject property is currently mixed zoned with M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use



District, & M(P)/CU Planned Industrial Conditional Use District.

*M(P)* Planned Industrial District is designed primarily for basic manufacturing and processing industries, all of which normally create a high degree of nuisance and are not generally compatible with surrounding or abutting residential or commercial areas. The general intent of this district is to permit uses confined to service, wholesaling, manufacturing, fabrication and processing activities that can be carried on in an unobtrusive manner characterized by low concentration and limited external effects with suitable open spaces, landscaping, parking and service areas.

Commercial activities are not permitted except those having only limited contact with the general public and those not involving the sale of merchandise at retail except for items produced on the premises or

for the purpose of serving employees, guests and other persons who are within the district with an industrial activity.

C(P)/CU is designed to assure the grouping of buildings on a parcel of land to constitute a harmonious, efficient, and convenient design to assure the grouping of buildings on a parcel of land to constitute a harmonious, efficient and convenient retail shopping area.

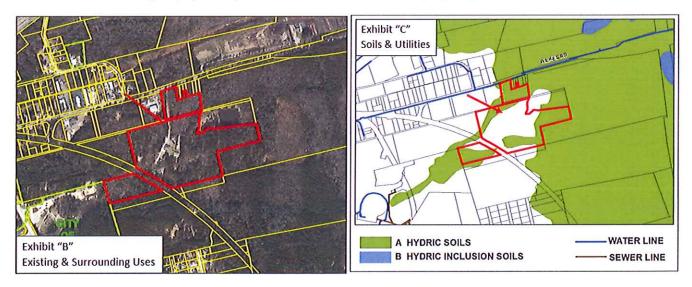
*M(P)/CU* is designed primarily for basic manufacturing and processing industries, all of which normally create a high degree of nuisance and are not generally compatible with surrounding or abutting residential or commercial areas. The general intent of this district is to permit uses confined to service, wholesaling, manufacturing, fabrication and processing activities that can be carried on in an unobtrusive manner characterized by low concentration and limited external effects with suitable open spaces, landscaping, parking and service areas.

**EXISTING LAND USE**: The subject parcel is currently used for an existing residential habilitation support facility serving individuals recovering from drug and alcohol addictions. Exhibit "B" shows the existing use of the subject property all found only on the M(P)/CU zoned portion of the parcel associated with zoning case # P98-88. The remainder of the property is wooded and undeveloped.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- North: Wooded lands
- East: Wooded lands and a single family home
- West: Wooded lands
- South: Wooded lands and single family homes

**OTHER SITE CHARACTERISTICS**: The site is not located in a Watershed or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates no presence of hydric inclusion soils at the site of the current development, but hydric soils are located on the property.



**TEN YEAR ZONE CASE HISTORY:** There are no cases identified within a 10-year history in the immediate area.

**DEVELOPMENT REVIEW:** Should the rezoning request be approved, prior to an expansion of the current residential habilitation support facilities, a site plan review must be submitted in accordance with the Cumberland County Zoning and Subdivision Ordinance; particularly the provisions of Sections 901, 922, 1402, and 1403 in the Zoning Ordinance, reviewed, and approved by Cumberland County Current Planning Division for compliance prior to development activity. Any new development proposed in the

portion of the parcel located within the Coliseum Tourism Overlay District shall require rezoning to Conditional Zoning approval per Section 8.102.C.1 in the Zoning Ordinance.

Minimum Standard	M(P) (Existing Zoning)	M(P)/CU (Existing Zoning	C(P)/CU (Existing Zoning)	C(P) (Proposed)
Front Yard Setback	100 feet	100 feet	50 feet	50 feet
Side Yard Setback	50 feet	50 feet	30 feet	30 feet
Rear Yard Setback	50 feet	50 feet	30 feet	30 feet
Lot Area	N/A	N/A	N/A	N/A
Lot Width	N/A	N/A	N/A	N/A

#### DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

#### **Development Potential:**

Existing Zoning M(P), M(P)/CU, C(P)/CU)	Proposed Zoning (C(P))
0 dwelling units	0 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance
  results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and
  a fraction of less than one-half shall be disregarded.
- Any single family or multi-family dwellings proposed would require a Special Use Permit for Mixed Use Building under Section 914.1.

#### COMPREHENSIVE PLANS:

This property is located within the South-Central Land Use Plan (2015).

The future land use classification of the property is Coliseum Development Area. There are no associated zoning districts for this classification. The proposed rezoning request is consistent with the adopted Land Use Plan.

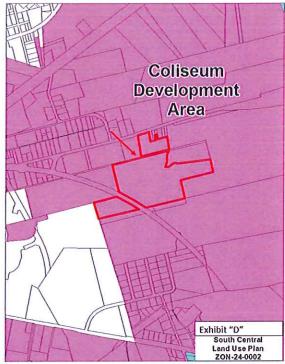
FUTURE LAND USE CLASSIFICATION Development Goal:

• Uses allowed in this area include any use that is compatible, compliments, and enhances the Crown Coliseum Complex (South Central Land Use Plan 2015, p. 121).

Associated plan goals, policies and notes that may be considered include the following:

• No additional comments.

#### IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES



**UTILITIES:** Sewer lines are not available near the subject property. Water lines are available along Wilkes Rd. If the applicant seeks to expand the current operations on the parcel, it is the applicant's responsibility to determine if this utility provider will serve their development expansion. Utilities for water and sewer are shown on Exhibit "C". Septic will likely be required, and the lot size must meet the minimum area necessary to accommodate both.

**TRAFFIC:** According to the Fayetteville Area Metropolitan Planning Organization (FAMPO), the subject property sits on Wilkes Road and is identified as a local road in the Metropolitan Transportation Plan. There are no roadway construction improvement projects planned and the subject property will have

no significant impact on the Transportation Improvement Program. In addition, Wilkes Road has no 2021 AADT or road capacity data available. Due to lack of data and the small scale, the new zoning request does not demand a trip generation. The new development should not generate enough traffic to significantly impact Wilkes Road.

#### SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Cumberland Road Elementary	461	334
Douglas Byrd Middle	1094	1033
Douglas Byrd High	1466	1242

**ECONOMIC DEVELOPMENT:** Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has expressed objections with the rezoning. FCEDC has stated that they do not find the rezoning consistent with the airport overlay district nor the intent, and they do not support rezoning industrial land to planned commercial districts.

**EMERGENCY SERVICES:** Cumberland County Fire Marshal's office has reviewed the request and has no objections to the rezoning request. Any construction on the property will need to meet the 2018 NC Fire Code and submit to-scale building plans to the Fire Department.

#### SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	$\bowtie$	Averasboro Battlefield Corridor:	
Five Mile Distance of Fort Liberty:		Eastover Commercial Core Overlay District:	
Voluntary Agricultural District (VAD):		Spring Lake Main Street Overlay District:	
VAD Half Mile Buffer:		Coliseum Tourism Overlay District*:	$\boxtimes$

\* Any new uses or change in existing uses for the CTOD requires Conditional Zoning application approval before any such uses or change in existing uses is approved.

**CONDITIONS OF APPROVAL:** This is a conventional zoning and there are no conditions at this time. The applicant was offered the option of a conditional zoning by planning staff. However, the applicant chose not to pursue that option and pursue conventional zoning.

#### STAFF RECOMMENDATION

In Case ZON-24-0002, Planning and Inspections staff **recommends approval** of the rezoning request from M(P) Planned Industrial District, C(P)/CU Planned Commercial Conditional Use District, & M(P)/CU Planned Industrial Conditional Use District to C(P) Planned Commercial District. Staff finds that the request is consistent with the South-Central Land Use Plan which calls for "Coliseum Development Area" at this location. Staff finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Attachments: Notification Mailing List Application

# **ATTACHMENT – MAILING LIST**

ESTERS, GLORIA BAREFOOT, BILLY H; BAREFOOT, ALICE HILL, CLIFTON D ELMORE, JAMES GREGORY; ELMORE, ROBERT F CUMBERLAND COUNTY ELMORE, BRUCE WAYNE ELMORE, MARY TREE FARMER LLC CUMBERLAND COUNTY HILL, STEPHANIE Y ELMORE, WILLIAM C; ELMORE, EDNA LOUISE **MYROVER-REESE FELLOWSHIP HOMES INC** MARTIN, SHERYL E PERRY; PERRY, TALMA D; ALLEN, MARY PERRY;MACK, JULIA PERRY COOPER;PLEASANTS, CHERYL COOPER; BANKS, DONNA JO ALLEN ELMORE, ROBERT F; MARGARET, B JOHNSON, RICHARD W AMERICAN DREAM PROPERTY MANAGEMENT LLC **ROBBINS, SHARON** CUMBERLAND COUNTY BAREFOOT, BILLY H; BAREFOOT, ALICE FRYE, WILLIAM F SR LIFE ESTATE JONES, ROBERT STATE OF NORTH CAROLINA BARBOUR, THOMAS R II; BARBOUR, CAROLYN FRANCES DEW **TREE FARMER, LLC** MURPHY, ALBERTA W; DOUGLAS, . TRUSTEES **BURGESS, ROSETTA MYROVER-REESE FELLOWSHIP HOME INC** FAYETTEVILLE JAYCEES LIQUIDATING TRUST TREE FARM RD PROPERTIES LLC JONES, ROBERT

4006 NASHVILLE DR	FAYETTEVILLE, NC 28306
6862 SOUTH STAFF RD	FAYETTEVILLE, NC 28306
1419 RAEFORD RD	FAYETTEVILLE, NC 28305
6419 WALDOS BEACH RD	FAYETTEVILLE, NC 28306
PO BOX 1829	FAYETTEVILLE, NC 28302
507 WILKES RD	FAYETTEVILLE, NC 28306
437 E JENKINS ST	FAYETTEVILLE, NC 28306
121 S COOL SPRING ST	FAYETTEVILLE, NC 28301
PO BOX 449	FAYETTEVILLE, NC 28302
4330 WABASH PL 5	DALE CITY, VA 22193
1705 POWELL ST	FAYETTEVILLE, NC 28306
PO BOX 64933	FAYETTEVILLE, NC 28306
5630 WARWOOD DR	ROANOKE, VA 24018
6419 WALDOS BEACH RD	FAYETTEVILLE, NC 28306
918 FOXHUNT LN	FAYETTEVILLE, NC 28314
481 IVAN DR	FAYETTEVILLE, NC 28306
PO BOX 48623	CUMBERLAND, NC 28331
PO BOX 449	FAYETTEVILLE, NC 28302
6862 SOUTH STAFF RD	FAYETTEVILLE, NC 28306
PO BOX 64848	FAYETTEVILLE, NC 28306
3525 THOMAS AVE	FAYETTEVILLE, NC 28304
4105 REEDY CREEK RD	RALEIGH, NC 27607
PO BOX 64634	FAYETTEVILLE, NC 28306
121 S COOL SPRING ST	FAYETTEVILLE, NC 28301
1612 SANDY RUN RD	FAYETTEVILLE, NC 28306
526 HELEN ST	FAYETTEVILLE, NC 28303
PO BOX 64933	FAYETTEVILLE, NC 28306
PO BOX 1765	MANTEO, NC 27954
PO BOX 65059	FAYETTEVILLE, NC 28306
PO 80X 905	FAYETTEVILLE, NC 28302

# ATTACHMENT: APPLICATION

# TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1.	Requested Rezoning from M(P)(CP/cu + HP/cu) C(P)
2.	Address of Property to be Rezoned: 548 Wilkes Rd Fayetteville NC 28306
3.	Location of Property:
4.	Parcel Identification Number (PIN #) of subject property: 0436 - 52 - 3017 (also known as Tax ID Number or Property Tax ID)
5.	Acreage: 36,74 Frontage: Depth:
6.	Water Provider: Well: PWC: Other (name):
7.	Septage Provider: Septic Tank Y PWC
8.	Deed Book <u>08462</u> , Page(s) <u>0652 - 0653</u> , Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9.	Existing use of property: supportive housing rehabilitation for recovering alcoholics addicts
10.	Proposed use(s) of the property: <u>supporting</u> housing retabilitation for
	recovering alcoholics/addicts
11.	Do you own any property adjacent to or across the street from this property?
	Yes No X If yes, where?

Has a violation been issued on this property? Yes \_\_\_\_\_\_ No \_\_\_\_\_ No \_\_\_\_\_\_

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct metes and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Myrover - Peese Fellowship Homes, Inc. NAME OF OWNER(S) (PRINT OR TYPE) 560 Willes Rd Fayetteville NC 28306 ADDRESS OF OWNER(S) <u>910 - 779 - 1306</u> Work telephone # **HOME TELEPHONE #** Dixon Soffe NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE) 1118 Long leaf Drive Fayetteville NC 28305 ADDRESS OF AGENT, ATTORNEY, APPLICANT Soffe 82 @ gnail.com E-MAIL 919-612-6549 HOME TELEPHONE # WORK TELEPHONE #

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

Order Number: LWLM0066433 Order Status: Approved **Classification: Public Notices** Package: **General Package** Total payment: 295.12 Payment Type: Account Billed User ID: L0012804 External User ID: 744350

#### ACCOUNT INFORMATION

Cumb Co Joint Planning,Laverne Howard 130 Gillespie ST ATTN: LAVERNE HOWARD Fayetteville, NC 28301-5669 910-678-7600 Ihoward@cumberlandcountync.gov Cumb Co Joint Planning,Laverne Contract ID:

#### TRANSACTION REPORT

#### Date

February 26, 2024 11:03:14 AM EST Amount: 295.12

#### ADDITIONAL OPTIONS

1 Affidavit

#### SCHEDULE FOR AD NUMBER LWLM00664330

March 4, 2024 Fayetteville Observer March 11, 2024 Fayetteville Observer PUBLIC NOTICE The Cumberland County Board of Commissioners will meet at 6:45 p.m. on March 18, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-23-0035: Rezoning from A1 Ag. Dis.to RR Rural Res. Dis. or to a more restrictive zoning dis.; 1.44 +/- ac.; 6516 Lina Dr, Patricia Dix (owner).

ZON-23-0037: Rezoning from R10 Res. Dis. to R6A Res. Dis. or to a more restrictive zoning dis.; 0.51 +/- ac.; 4206 Longview Ave, Clinton Jackson Jr (owner).

ZON-24-0001: Rezoning from R40A Res. Dis. to R30 Res. Dis. or to a more restrictive zoning dis.; 1.53 +/- ac.; west side of Chicken Foot Rd and McCall Rd intersection; Harrell Builders of NC, LLC (owner).

ZON-24-0002: Rezoning from M(P) Planned Industrial Dis., M(P)/CU Planned Industrial Dis. Conditional Use, & C(P)/CU Planned Commercial Dis. Conditional Use to C(P) Planned Commercial Dis. or a more restrictive dis.; 36.74 +/-ac.; 548 Wilkes Rd; Dixon Soffe (agent), Myrover-Reese Fellowship Homes, Inc (owner). MH-6638-2023: Public Hearing to consider an ordinance for the demolition or removal of a structure in violation of the Cumberland County Minimum Housing and Nonresidential Code; located at 3376 King Charles Rd., Fayetteville, NC., PIN#

0425157656; Linda Canady

Canady,

Joseph

**Publication Dates** 

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**Terms of Service** 

and

(owners).

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NORTH CAROLINA

# **OFFICE OF THE COUNTY MANAGER**

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

# TO: BOARD OF COUNTY COMMISSIONERS

- FROM: CLARENCE GRIER, COUNTY MANAGER
- DATE: 3/1/2024

# SUBJECT: CONSIDERATION OF PROPOSED SCHEDULE FOR FISCAL YEAR 2025 BUDGET WORK SESSIONS AND BUDGET PUBLIC HEARING

#### **BACKGROUND**

Management anticipates submitting the FY25 Recommended Budget to the County Commissioners on Thursday, May 23, 2024. Several work sessions may be needed for review of the recommended budget.

The following schedule is recommended for consideration with all meetings to be held in the Judge E. Maurice Braswell Courthouse, 117 Dick Street, Fayetteville, NC. :

Thursday, May 23, 2024	7:00 PM	Budget Presentation	Room 118
Thursday, May 30, 2024	5:30 PM	Budget Work Session	Room 564
Wednesday, June 5, 2024	7:00 PM	Budget Public Hearing / Optional	Room 118
		Budget Work Session	
Tuesday, June 11, 2024	1:00 PM	Budget Work Session	Room 564
Wednesday, June 19, 2024	5:30 PM	Budget Work Session	Room 564
Thursday, June 20, 2024	5:30 PM	Budget Work Session (if needed)	Room 564

# **RECOMMENDATION / PROPOSED ACTION**

Adopt the schedule for FY25 budget work sessions and public hearing as recommended or modified.



NORTH CAROLINA

# OFFICE OF THE COUNTY ATTORNEY

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

# TO: BOARD OF COUNTY COMMISSIONERS

- FROM: COUNTY ATTORNEY
- DATE: 3/12/2024

# SUBJECT: CONSIDERATION OF A RESOLUTION FROM COMMUNITY DEVELOPMENT FOUNDATION REQUESTING FUNDS TO PROVIDE SERVICES FOR DEVELOPING THE BLACK VOICE AND HISTORY MUSEUM

#### **BACKGROUND**

At its meeting January 16, 2024, the board of commissioners approved a contract with Community Development Foundation to provide services for developing the Black Voice and History Museum in downtown Fayetteville, subject to Community Development Foundation adopting and presenting to the board of commissioners the resolution required by G.S. § 153A-437 to request the funds and describe the intended use of the funds. The resolution is attached.

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

If the board is satisfied with the resolution, the county attorney recommends the board adopt a motion to accept the resolution and direct the contract approved January 16, 2024, be signed by the county manager to become effective.

#### **ATTACHMENTS:**

Description RESOLUTION FOR BLACK VOICE & HISTORY MUSEUM Resolution Attachments Type Backup Material Backup Material

# RESOLUTION TO THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS REQUESTING FUNDING TO PURSUE THE ESTABLISHMENT OF THE BLACK VOICE AND HISTORY MUSEUM

**WHEREAS,** The Community Development Foundation (CDF) believes our community would greatly benefit from a world-class center dedicated to the exploration and celebration of the Black Voice in America, preliminarily called the Black Voice and History Museum; and

**WHEREAS** This project would further the transformation of downtown Fayetteville, expand area economic activity, provide educational programming, support racial reconciliation, foster extensive community engagement, and elevate our community as a thought leader within the DC – Charleston Civil Rights History Corridor; and

WHEREAS, The CDF is an independent 501(c)(3) organization that promotes economic development in Fayetteville and Cumberland County; and

WHEREAS, The County and the CDF recognize that the area is uniquely positioned to create a national model for a Community's reconciliation with race and how its Black History is shared; and

WHEREAS, On April 18, 2022, the Board of County Commissioners set aside \$450,000 to support the Project Scope of Work, hereto attached, which includes community engagement, preliminary conceptual design, and general feasibility of the project identified as a Black Voice and History Museum; and

**WHEREAS**, County Funding is contingent upon the City of Fayetteville also providing \$450,000 for the project budget of \$900,000; and

**WHEREAS,** Robert Van Geons, COO of the Community Development Foundation (CDF) has the authority to sign contracts and submit payment requests on behalf of the organization; and

**NOW, THEREFORE,** Be it resolved by the Community Development Foundation (CDF), in compliance with G.S § 153A-437, that a request has been made for the County provide the funding in the amount of \$450,000 to pursue the establishment of the Black Voice and History Museum as described above and in the attached documentation.

Adopted by the CDF Board this, the 9<sup>th</sup> day of February, 2024.

# COMMUNITY DEVELOPMENT FOUNDATION

BY:

John McCauley, Officer Community Development Foundation

ATTEST:

Robert M. Van. teons

Robert M. Van Geons, COO Community Development Foundation

#### **ATTACHMENTS:**

Exhibit 1 - Scope of Work Exhibit 2 - Project Budget Exhibit 3 - Deliverables

#### STATE OF NORTH CAROLINA

#### CONTRACT FOR MUSEUM SERVICES

#### COUNTY OF CUMBERLAND

THIS CONTRACT, is entered into on the last date shown by the signatures of the parties, to be effective \_\_\_\_\_\_, by and between the COUNTY OF CUMBERLAND, (hereinafter referred to as "County"), and COMMUNITY DEVELOPMENT FOUNDATION, a corporation organized under the North Carolina Nonprofit Corporation Act (hereinafter referred to as "Agency").

#### WITNESSETH:

Whereas, April 18, 2022, County's board of commissioners set aside \$450,00 for a proposed African American Museum in Cumberland County; and

Whereas, these funds are held in the Preliminary Capital Category of the Capital Investment Fund in County's FY24 budget; and

Whereas, Agency's board of directors has adopted and presented to County the attached resolution requesting the funds and describing the intended use of the funds in accordance with N.C.G.S. § 153A-437; and

Whereas, County has agreed to fund Agency these funds for this public purpose, and in exchange for this funding Agency has agreed to perform certain services. In furtherance of this agreement, the parties enter this contract subject to the following terms and conditions:

- 1. TERM OF CONTRACT: This contract shall begin \_\_\_\_\_\_, and end December 31, 2024, unless sooner terminated. If the services to be provided by Agency have not been completed December 31, 2024, this contract shall automatically be extended to June 30, 2025, unless Agency gives notice to County that Agency does not wish to extend it. The Cumberland County Board of Commissioners may terminate this contract at any time prior to its expiration date upon 60 days' prior written notice to Agency. In the event Agency elects not to extend this contract past December 31, 2024, or County's board of commissioners terminates this contract prior to the stated expiration date or the extension thereof, Agency shall return all unused funds to County.
- 2. SERVICES TO BE PERFORMED: Agency, in and for the consideration recited in Paragraph 3 below, shall perform those services stated in Exhibit 1 Scope of Services in accordance with the budget expenditures stated in Exhibit 2 Project Budget. Each exhibit is attached hereto and incorporated herein by reference. Agency shall notify the county manager in writing immediately of any change in the type or level of services to be performed, and if County agrees to the change, an amendment to this contract must be signed by each party prior to any changes or modifications taking

effect. If County does not agree to the change, this contract will be terminated in accordance with Section 1 above.

3. **DELIVERABLES:** Upon completion of the Scope of Work, Agency shall provide the deliverables set forth in **Exhibit 3**, attached hereto and incorporated herein.

#### 4. **PAYMENT:**

- A. County will fund Agency an amount not to exceed Four Hundred Fifty Thousand Dollars (\$450,000) for the services provided by Agency during the term of this contract. The amount of County funding is conditioned on Agency securing all funding for the Project Budget set out in Exhibit 2 with one-half of the funding to be provided by County and one-half to be provided by the City of Fayetteville. The transfer of payments from County to Agency shall be in accordance with Agency's written instructions for mailing checks to Agency or for the direct deposit of funds into Agency's account. These written instructions must be provided to County's Finance Office prior to any funds being transferred.
- B. Agency shall submit a request for funding at the start of each calendar quarter for the funds Agency has committed or intends to spend in the quarter for which the request is made. County shall provide one-half of the total budget requested each quarter. Requests for funding shall be made to the County's Finance Office in a form approved by the County's Finance Office. Commencing with the second quarterly request, Agency must report the previous quarterly expenditures and services performed in a form that specifically shows the amount of County funds expended, the amount of City of Fayetteville funds expended, how the funds were used, that the use of the funds was within the purposes shown in Exhibit 1, and the progress achieved for any of the deliverables shown in Exhibit 3.
- 5. INDEPENDENT CONTRACTOR: Agency is a nonprofit corporation registered with the North Carolina Secretary of State and is an independent contractor. Agency is not an agent, officer, or employee of County and shall have no authority to act as an agent of County in any capacity.
- 6. **ASSIGNMENT:** Agency shall not assign all or any part of its rights to receive funding under this contract, nor delegate any performance, nor subcontract any performance without first obtaining County's written approval thereof.
- 7. AGENCY AND AUTHORITY: County designates the Cumberland County Manager as its exclusive agent with respect to this contract. The county manager is authorized to negotiate directly with Agency on County's behalf on all matters pertaining to this contract and Agency shall deal exclusively with the county manager with respect to the terms and conditions of this contract. Regardless of any negotiations between the county manager and Agency, any modification of the terms

of this contract, including the services to be provided, shall only be effective upon the parties executing a written amendment to this contract upon approval by County's board of commissioners.

8. NOTICES: Any notices to be given by either party to the other under the terms of this contract shall be in writing and shall be deemed to have been sufficiently given if delivered by hand with written acknowledgment of receipt; by electronic mail with the receiving party acknowledging receipt of the sending party's email by reply email; or by certified mail, return receipt requested. Any notice shall be personally delivered, emailed, or mailed to the office, email address, or mailing address of the person or office shown for each party below or to such other person and address as either party hereafter from time to time designates in writing to the other for the receipt of notice:

# AGENCY:

Robert Van Geons 201 Hay Street, Ste 401A Fayetteville, NC 28301 (910) 500-6464 robert@fcedc.com

#### COUNTY: Clarence Grier County Manager P. O. Box 1829 Fayetteville, NC 28302 (910) 678-7723 cgrier@cumberlandcountync.gov

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

9 CHANGES IN AGENCY'S STATUS: In the event of any change in Agency's organizational structure or nonprofit status, Agency shall immediately notify the county manager.

#### 10. CERTIFICATION:

- A. County, by the county manager's signature below, certifies that the funds stated in Paragraph 3 above are available for Agency's use consistent with the terms of this contract.
- B. Agency, by its officer's signature below, certifies that it has complied, or will comply, with all requirements of this contract required to be complied with before applying for funds, and further agrees that County is not obligated to pay any funds until such requirements have been met.

#### 11. OTHER TERMS AND CONDITIONS:

- A. Agency shall provide County with a report prepared by independent auditors in accordance with County's agreed upon procedures, and management's response to the auditor's recommendations, if applicable, for the fiscal year periods ending during any term of this contract. The report shall specify whether County's funds were used exclusively for those purposes stated in Exhibit 1. The report shall specify any exceptions and the amounts thereof. Agency acknowledges that County's agreed upon procedures may not be determined upon the commencement of this contract. The audit report shall be delivered to the county manager no later than ninety (90) days after Agency's fiscal year end.
- B. Upon execution of this contract, Agency shall provide County the following documents:

Contract for Museum Services with Community Development Foundation

- (i) a copy of its latest financial statement, to include a balance sheet as of the end of its most recent fiscal year and a statement of operations for that year;
- (ii) a copy of Agency's most recently filed IRS Form 990, Form 990-EZ, or its Form 990-N submittal confirmation; and
- (iii) a copy of the declarations pages or certificates of insurance for general liability and worker's compensation insurance policies maintained by Agency
- C. If the county manager deems it necessary or appropriate, Agency agrees that County may make an internal audit of Agency's books or records to assess Agency's then-current financial condition.
- D. Upon the termination of this contract, Agency shall return all unused funds, if any, to County.
- 12. STATUTORY FUNDING AUTHORIZATION: Funding in support of Agency's services described in Exhibit 1 is authorized by N.C.G.S. § 153A-437.
- 13. E-VERIFY. As a condition of payment for services rendered under this contract, Agency shall comply with the E-Verify compliance requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Furthermore, if Agency performs any services described in Exhibit 1 through a subcontractor, Agency shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes as well. Agency shall verify, by affidavit, compliance of this section upon request by County.
- 14. IRAN DIVESTMENT ACT CERTIFICATION. As of the effective date of the Final Divestment list created by the State Treasurer pursuant to N.C.G.S §147-86.58, Agency certifies that is not on that list. Agency's officer signing this contract further certifies that he or she is authorized by Agency to make the foregoing statement.
- 15. ATTACHMENTS: Agency shall provide the following documents which are attached to this contract and incorporated herein by reference:
  - A. **Exhibit 1 Scope of Work**, describing the services or purposes for which County funding will be used.
  - B. Exhibit 2 Project Budget, describing the specific expenditures of County funds.
  - C. Exhibit 3 Deliverables, describing the outcomes of completing the scope of work.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date indicated with each signature by their respective duly authorized representatives.

#### COUNTY OF CUMBERLAND

ATTEST:

BY: \_\_\_\_

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

Andrea Tebbe, Clerk to the Board

Clarence Grier, County Manager
Date Signed:

	COMMUNITY DEVELOPMENT, FOUNDATION
ATTEST:	DV. Robert M. Van Geons
	BY: Ouvery to the Seows
BY: C rucere	Robert M. Van Geons, Agent
John McCarley, Chairman	Date Signed: <u>2/26/24</u>
Board of Directors	

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Approved for legal sufficiency upon execution by the parties.

County Attorney

County Finance Officer

Contract for Museum Services with Community Development Foundation

## EXHIBIT 1 – SCOPE OF WORK Black Voice and History Museum

Community Development Corporation will take all steps necessary to complete the study, community engagement, and preliminary conceptual design of a Black Voice and History Museum, to be located in Downtown Fayetteville, including but not limited to the following Scope of Work:

- 1. Establish a Project Leadership Team consisting of Agency's Chief Operating Officer, one member appointed by the City of Fayetteville, and a third member appointed by Cumberland County. The Project Leadership Team shall provide direction, recommendations and guidance to the Project Implementation Director and contracted service providers. Additionally, the Project Leadership team shall review and approve all invoices, contracts, and agreements prior to execution or payment.
- 2. Conduct community and stakeholder outreach, which is anticipated to include individual interviews with key community members, vision workshops with key stakeholders, public meetings, and digital engagement.
- 3. Establish an academic advisory board and a community advisory board to provide advice, ideas, and counsel to the development team.
- 4. Organize virtual tours of comparable museum projects, such as the International African American Museum in Charleston, South Carolina.
- 5. Complete a museum feasibility and economic impact analysis study.
- 6. Produce initial museum building pre-design ideas and initial building/space programming based on outreach efforts.
- 7. Collaborate with other current Downtown Fayetteville projects, such as the Crown Event Center and the Market House re-purposing, so project teams are aware of the efforts of all projects.
- 8. Develop a proposed job description for the museum Executive Director.
- 9. Create an early concept image of the museum.
- 10. Deliver a proposed business plan and funding plan.
- 11. Provide visionary leadership: A nationally prominent architect and urban planner will guide the entire rethinking of downtown Fayetteville and produce architectural and design concepts for the Black Voice Museum, Chesnutt Plaza and the integration of the Historic Downtown area and current Fayetteville Corridor Projects.

# EXHIBIT 2 – PROJECT BUDGET Black Voice and History Museum

Discovery	ant: & Visioning	
\$	150,000	MBP Owner's Representative (hourly, not to exceed)
		Owner Support/Advisor for cost, schedule and management
		Stakeholder and Engagement Consultant (community outreach coordinator)
\$	220.000	Gensier Owner Support/Advisor for content, consultant coordination and task management (hourly, not to exceed)
=•~~1	1997 No. 1997 No. 1997 No. 1997 No. 1997 No. 1997	Update Favetteville Urban Design Plan (lump sum) Museum Pre-Design and Programming (lump sum)
\$	125,000	Stakeholder and Community Outreach (hourly, not to exceed)
	******	Mini-Summits (Optional)
5	34,000	Estimated Direct Expenses
		Supporting Consulting Services for BVM Museum (allowances)
5	75,000	Feasibility/Economic Impact/Right Sizing/Visitation Projections
		Business Planning/Operational planning (Museum) Strategic Planning
		Interpretive planning concepts/visitor experience plan
		Architectural planning and concept development
		Cost estimating/modeling
		Documenting Museum Development Process
·		MEP engineering programming support
		Conceptual Design
;	150,000	Discovery and Visioning
	·····	Planning
	· ····	Develop Museum Concept
	•• •• ••	Benchmarking site visits (allowance one week full team)
بالاطار مراجعة من المراجعة من	* N AMERICA M + 2017 ALE (N C + 7, 144)	Comparable sites to be identified
altada 💷 damaya ku magana		
	100,000	Administrative Costs for project development (allowances)
		Legal (FCW allowance)
		Historian's stipend (historiographers) K-12 Educational Programs
	Ì	Staff and Board
	ļ	Beta Space for Outreach and Planning Showroom (allowance) Rent and Operations (annual expense). This could be a donated space
		Rent and Operations (annual expense) This could be a donated space Design and construction
·,		Staffing (annual expense)
		Supporting Consulting Services for Historic Fayetteville Core (allowances)
· · · · · ·		Traffic Study and Parking Update Landscape/Civil Engineering Master Plan/Development
······································		Interpretive Masterplan
. N.T. 64 (27) 42 3 12 44 9 (27) 44	}	Cost Estimating
· · · · · · · · · · · · · · · · · · ·		Sitewide survey
*******		Exhibit Design Development (schematics)
	35,100	Dwners Contingency (planning reserve)
		······································
		Museum Design (allowances)
		Museum Site Survey
بر در و در	······	Museum Environmental and Geotech reports
		Museum Schematic Design Estimate (A/E and Exhibit Design)
	109,000	Consultant & Expense Subtotal (Excluding Gensler and MBP) Consultant/Expense Markup (10%) for insurance, accounting and invoice processing
	10,900	Consultant/Expense Markup (10%) for insurance, accounting and invoice processing
	l	INITIAL GRANT (DESIGN) FIXED BUDGET TOTAL

.

# **EXHIBIT 3 – DELIVERABLES** Black Voice and History Museum

- 1. Results of Community Engagement: A consolidated summary of all interviews, public engagement, comments, and findings.
- 2. Museum feasibility and economic impact analysis study.
- 3. Initial building/space programming ideas and results of pre-design work.
- 4. Early concept image of the museum.
- 5. Proposed job description for museum Executive Director.
- 6. Proposed business plan and funding plan.
- 7. Detailed inventory of local Black History assets, artifacts, knowledge keepers and chronological listing of prominent events.



NORTH CAROLINA

# ENGINEERING AND INFRASTRUCTURE DEPARTMENT

# **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

# TO: BOARD OF COUNTY COMMISSIONERS

- FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE
- DATE: 3/14/2024

# SUBJECT: CONSIDERATION OF DESIGN-BUILD TEAM SELECTION FOR GOVERNMENT SERVICES CENTER PARKING DECK

#### **BACKGROUND**

On November 20, 2023, Cumberland County advertised a Request for Qualifications for Professional Services in the form of a Design-Build Team for the Government Services Center Parking Deck Project. There were two Addenda issued and the RFQ closed on December 11, 2023, with the County receiving seven responses. After evaluation by the County's four-person Selection Committee, four firms were selected for shortlist interviews.

Shortlist interviews were held from January 23-29, 2024, and each firm was evaluated on a rubric focusing on project understanding and approach to scope; Design-Build Team experience; relevant project experience of team members; approach to construction in an urban site; approach to schedule management; approach to local and MWBE participation; approach to preconstruction and collaboration with County representatives; consistency of team from preconstruction to construction and approach to quality control.

From the four high-quality firms evaluated, the final rankings are below:

- 1. Samet/Creech 179.25/200
- 2. Barr & Barr/Little 166.75/200
- 3. Swinerton 140.25/200
- 4. Whiting-Turner/Perkins & Will 139.5/200

The projected cost for the 1100-stall, six-floor structure is \$33M, with a projected completion date of Fall 2025.

Once a design-build team is selected by the Board, staff will enter into contract negotiations and will bring a contract back to the Board for consideration at a future meeting.

This item was presented at the March 14, 2024 Agenda Session meeting and the Board voted to move it forward to the March 18, 2024 Board of Commissioners' Meeting as an Item of Business.

# **RECOMMENDATION / PROPOSED ACTION**

Staff recommends approval of the following item:

Selection of Samet/Creech as the preferred choice to provide Professional Services in the form of a Design-Build Team for the Government Services Center Parking Deck Project and grant staff permission to negotiate a contract for these services, which will be presented to the Board for approval at a future meeting.

# **ATTACHMENTS:**

Description Parking Deck RFQ Addendum 1 Addendum 2 Parking Deck Site Layout Evaluation Criteria Type Backup Material Backup Material Backup Material Backup Material



# DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

Agency/Department	Cumberland County Engineering and Infrastructure
Project Title	Government Services Center Parking Deck
Scope of Work	Per NC Statute 143-128.1A Design-Build Contracts, design and construct a new six-level, double ramp parking deck with 1100 stalls of parking on the existing surface parking lot site vicinity of the rear entrance of the Judge E. Maurice Braswell Courthouse and Cumberland County Law Enforcement Center (See preliminary scope on page 2). A conceptual layout from the Government Services Center Master Planning Study is attached for informational purposes only. The selected Design-Builder is responsible for verifying all information and producing the Final Project Design.
Project Schedule	<ul> <li>November 28, 9:00 a.m. – Optional On-site Visit at Judge E. Maurice Braswell Courthouse/LEC rear Parking lot</li> <li>December 1, 2023, 1 p.m. – Questions Due</li> <li>December 11, 2023 – RFQ Due</li> <li>December 22, 2023 – Shortlist Design-Build Contractors</li> <li>Week of January 8, 2024 – Interview Design-Build Contractors</li> <li>January 22, 2024 – Selection, Contract Award</li> <li>February 2024 – Start Design</li> <li>August 31, 2025 – Project Complete</li> </ul>
Contact	Jermaine M. Walker, Director, Engineering and Infrastructure
Telephone	910-321-6602
E-mail	jwalker@cumberlandcountync.gov
Total D-B Project Budget	\$33,000,000
Source of Funds	
Publish Date	November 20, 2023
Closing Date	December 11, 2023
Submit THREE (3) hard- copy copies and ONE electronic copy on a USB storage device of the qualification's information package (Mailing Address):	Jermaine M. Walker Cumberland County Engineering and Infrastructure 130 Gillespie Street Suite 214 Fayetteville, NC 28310
NC Licensing Statement	In order to offer CONSTRUCTION Services (General Contracting, Electrical Contracting, Plumbing, Heating, and Fire Sprinkler Contracting, or Landscape Contracting) and DESIGN Services (Architecture, Engineering, or Landscape Architecture) as part of the response to this RFQ, the proposing firms must be appropriately licensed to provide Construction Services and Design Services in the State of North Carolina. More information on the North Carolina state boards may be found at the following websites: <b>CONSTRUCTION:</b> <b>NC Licensing Board for General Contractors:</b> (https://nclbgc.org) <b>NC State Board of Examiners of Electrical Contractors:</b> (https://www.ncbeec.org) <b>NC State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors:</b> (https://www.nclicensing.org) <b>NC Landscape Contractors' Licensing Board:</b> (https://nclclb.com) <b>DESIGN:</b> <b>NC Board of Examiners for Engineers and Surveyors:</b> (http://www.ncbels.org) <b>NC Board of Examiners for Engineers and Surveyors:</b> (http://www.ncbels.org) <b>NC Board of Landscape Architects:</b> (http://www.ncbola.org)



#### I. SCOPE

Design and construct a new six-level, double ramp parking deck with 1100 stalls of parking on the existing surface parking lot site vicinity of the rear entrance of the Judge E. Maurice Braswell Courthouse and Cumberland County Law Enforcement Center. A conceptual layout from the Government Services Center Master Planning Study is attached for informational purposes only. Design and construction of the deck, all building systems, and the site shall comply with current State and Federal Guidelines and code requirements for all matters, including accessibility. The structure's Life expectancy is to be fifty (50) years.

- 1. Deck architectural features to be consistent with City of Fayetteville standards and coordinate with design themes of other adjacent County projects Design-Build (D-B) Team to follow the City of Fayetteville Unified Development Ordinance (UDO) zoning and fire marshal requirements.
- 2. Basis of design simplest structure for maximum parking stall quantity while meeting delivery constraints.
- 3. Follow best practices for stormwater, sedimentation, and erosion control.
- 4. Demolish existing surface parking lot and site amenities.
- 5. Parking stalls widths 9' x 18' current campus standard; drive aisles width 24' current City standard—justify adequacy and factors pertaining to modification to minimize the quantity of compact-only stalls. The number of ADA parking stalls shall comply with Chapter 11 of the North Carolina Building Code.
- 6. Vehicular headroom (7'-2"min.) and gross vehicle weight rationale and recommendations for standard passenger vehicles, accessible vans, service vehicles for daily use, and special events.
- 7. Electric vehicle charging provide 30 fast-charge stations, 480v located for optimum safety. PVC coated conduits and corrosion-resistant equipment. Connectivity to campus payment system.
- 8. Corrosion protection on exposed and encapsulated metal elements use best practices.
- 9. Strategy for preserving deck pavements and structure respective of ice-melt and salt application.
- 10. Premium paint quality for striping and finishes.
- 11. Structure enclosure characteristics for lowest fire rating.
- 12. Elevators.
- 13. Mechanical equipment room near elevator(s) shaft.
- 14. HVAC in the elevator control rooms will also have to be connected to emergency generator power.
- 15. Determine viability to connect to proximal PWC electrical and generator for emergency power or provide generator for emergency power for elevator and life safety.
- 16. Fire suppression, dry pipe system, with interconnected fire alarm system. Call-out required. Include all penetrations and preparation for an antenna. UPS for monitoring equipment.
- 17. Restrooms are not required.
- 18. Frost-protected housekeeping hose bibs at each level.
- 19. Data/communications closet for all deck amenities. Wireless connectivity on all levels. Furnish underground conduit pathways for network connectivity to JEMB Courthouse and Law Enforcement Center.
- 20. Lighting illumination levels and controls. Motion activated, D-B Team to specify minimum foot candles and special event foot candles. Meet all NC State Energy Code Requirements. LED lighting power load calculations are to be x2 to meet the NEC requirements. Lighting illumination levels for the deck also need to be in accordance with IES guidelines.
- 21. Stairwells should be designed to maximize visibility to enhance the security of garage patrons.



## DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

- 22. Traffic coatings should be applied over environmentally sensitive areas such as mechanical and electrical rooms.
- 23. Emergency phones (blue light) at each stair level.
- 24. Ground-level storage room for parking services equipment.
- 25. Snow removal/snow melt considerations for the top level. Project alternate for active melt system.
- 26. Provisions for solar/photo voltaic equipment are not required.
- 27. Incorporate license plate recognition cameras using Avigilon Cameras and equipment required for AIMS Parking Management system connecting to JEMB Courthouse network at deck telecom room. Describe the extent of scope of additional gates, arms, card access, and payment systems for off-hours and event parking.
- 28. Traffic and pedestrian wayfinding signage. Site and building signage.
- 29. Security systems on all levels (emergency phones, alarm stations, cameras, etc.)
- 30. Site restoration and Landscaping.
- 31. Pedestrian bridge to JEMB Courthouse as a project alternate. Covered, non-conditioned structure.

#### II. SCHEDULE

DATE	EVENT	
November 28, 2023, at 9:00 am	Site Visit at JEMB Courthouse/LEC rear Parking lot	
December 1, 2023, at 1:00 p.m.	Questions Due	
December 11, 2023	RFQ Due	
December 22, 2023	Shortlist Design-Build Contractors	
Week of January 8, 2024	Interview Design-Build Contractors	
January 22, 2024	Selection, Contract Award	
February 2024	Build Contractors	
August 31, 2025	Project Complete	

#### **III. OVERALL PROJECT BUDGET**

CATEGORY	AMOUNT
Design-Build team budget	\$28,000,000
Owner underground power relocation, Miscellaneous expenses, and Project contingencies	\$5,000,000
Total Project Authority	\$33,000,000

#### **IV. RFQ INFORMATION PACKAGE RESPONSE**

Proposing firms must submit Five (5) hard copies and one (1) electronic copy of the qualification information package. The qualifications information package should not exceed forty (40) single-sided or twenty (20) double-sided pages, not including the cover. E-mail and Fax submissions will not be accepted. The qualifications information package response should consist of the following:

- Profile of each key firm on the team (design-builder, contractor(s), designer(s), etc.). Include firm history, ownership, description of services, location, staff size, evidence of appropriate licensure (license numbers) in the State of North Carolina, and record of successfully completed projects without major legal or technical problems.
- 2. Resumes of key personnel to be assigned to the project showing successful participation in similar projects. Note that the successful design-builder shall obtain written approval from Cumberland County prior to changing key personnel as listed in the design-builder's submission.



- 3. Examples of experience in each of these areas:
  - a. Projects with scope similar to the proposed project, successfully completed by team members (firms and/or personnel).
  - b. Design-Build projects successfully delivered by team members (firms and/or personnel).
  - c. Collaboration between team members (firm and/or personnel).
- 4. Examples of recent experience with estimating project cost. Include examples of design-build projects with a comparison between the initial design-build estimate and the final cost.
- 5. Examples of recent experience with adhering to project schedules. Include examples of design-build projects with a comparison between the initial schedule and final delivery date.
- 6. Examples of recent experience with achieving HUB participation on projects. Include the HUB participation percentage achieved and the participation goal, where applicable.
- 7. Understanding of the project location as exhibited by past experience in the geographic area and/or with the client. Indicate the team's proximity to the project area, existing relationships with the area subcontracting entities, and the ability to engage these firms.
- 8. Quantifiable description of current workload and available resources to successfully complete this project.
- 9. Provide an anticipated project schedule based on a January 2, 2024 start date.
- 10. Description, with examples if applicable, of a process for successfully delivering this proposed project. Address each phase of the project (design, pre-construction, and construction). Include a strategy for prequalifying construction subcontractors and obtaining competitive bidding, practices, and procedures to ensure quality and other factors that may be applicable. Explain project team selection. The response shall consist of either of the following project team selection options:
  - a. A list of the licensed contractors, licensed subcontractors, and licensed design professionals whom the design-builder proposes to use for the project's design and construction. If this project team selection option is used, the design-builder may self-perform some or all of the work with employees of the design-builder and, without bidding, also enter into negotiated subcontracts to perform some or all of the work with subcontractors, including, but not exclusively with, those identified in the list. In submitting its list, the design-builder may, but is not required to, include one or more unlicensed subcontractors the design-builder proposes to use. If this project team selection option is used, the design-builder may, at its election and with or without the use of negotiated subcontracts, accept bids for the selection of one or more of its first-tier subcontractors.
  - b. A list of the licensed contractors and design professionals whom the design-builder proposes to use for the project's design and construction and an outline of the strategy the design-builder plans to use for open subcontractor selection based upon the provisions of Article 8 of Chapter 143 of the General Statutes. If this project team selection option is used, the design-builder may also selfperform some of the work with employees of the design-builder but shall not enter into negotiated contracts with first-tier subcontractors.
- 11. Certifications
  - a. A letter, dated within the last 30 days, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this project on behalf of your firm or its agent licensed to do business in North Carolina, and verifying your company's capability and capacity based on your current value of work. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.
  - HUB Participation: Describe the program (plan) that your company has developed to encourage participation by HUB firms to meet or exceed the goals set by North Carolina General Statute 143-128.2. Please explain how the firm will address minority participation in the company's management



## DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) November 20, 2023

levels. Include a HUB plan in the proposal. Provide documentation of the firm's HUB participation over the past three (3) years on both public and private construction projects. Outline specific outreach efforts that your firm will take to notify HUB firms of opportunities for participation to exceed current HUB Goals and requirements. Indicate the minority participation goal that you expect to achieve on the project. The design-build firm selected for this project will make a good-faith effort to seek the inclusion of minority-owned businesses in the execution of this project. Cumberland County's **MWBE goal is 15%.** 

- c. Written certification by the design-builder that each licensed design professional included as part of the team was selected based solely on qualifications without regard to fee. Include evidence that a qualifications-based selection (QBS) process was utilized.
- 12. Additional information as requested by the Owner or deemed appropriate by the Design-Builder. During the presentation, the teams must address scope requirements and viable options/alternate solutions.
  - a. Traffic Impact Analysis for the subject project will be shared with the selected design-build contractor. Implementation of traffic study recommendations, to be determined, will be part of the D-B project.
  - b. Initial preliminary geotechnical investigation to be conducted during RFQ posting. Results will be shared with the selected design-build contractor.

#### 13. Terms And Conditions

a. 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.

b. <u>E-VERIFY</u>

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

c. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The professional certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each professional to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

d. INSURANCE

Providing and maintaining adequate insurance coverage is a material obligation of the professional and is of the essence of this Contract. All such insurance shall meet all laws of the County 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 professional 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 professional shall not be interpreted as limiting the professional's liability and obligations under the Contract. During the term of the Contract, the professional, 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.



#### 14. Selection Process

All submittals are subject to review by the County's Selection Committee. The Selection Committee will be comprised of voting representatives from County management, in addition to non-voting consultants. The County disclaims any liability whatsoever regarding their review of the submittals and in formulating their recommendations for selection. All recommendations for selection made by the committee shall be final.

a. <u>RFQ Response Review</u>

The Selection Committee shall review the qualifications of interested Design Builders and identify a ranking order based upon the selection criteria established and published by the County in this RFQ. The Selection Committee will determine a shortlist of firms to be interviewed from the ranking order.

b. <u>RFQ Evaluation Criteria</u>

No.	Evaluation Criteria	Weight
1	Project understanding and approach to providing requested scope.	
2	2 Design Build Team experience and qualification.	
3	Approach to collaboration with County representatives.	
4	4 Capacity to complete this project within the proposed schedule.	
5	Approach to, and experience with, value engineering and cost management.	30
6	Approach to schedule management and experience with on-time project completion.	20
7	Approach to meeting or exceeding MWBE goals.	20
8	Approach to local subcontractor participation.	20
9	Local professional services participation.	10
10	Quality and clarity of proposal.	10
	Final Criteria Ratings (out of a total of 210 points)	

#### c. Oral Presentation

An oral presentation may be required by those firms shortlisted by the Selection Committee. The presentation is intended to provide an opportunity for the firm to clarify its submitted qualifications to ensure a thorough and mutual understanding. The Issuing Office will schedule a presentation after the committee's evaluation process is complete.

\* Interviewees will be evaluated independently of the RFQ scoring on a separate 20-point scale.

d. Negotiation

The firm that is deemed to be the most highly qualified to provide the services required will be contacted by the Negotiation Committee. The Negotiation Committee shall then negotiate fair and reasonable billable rates for pre-construction services in order of preference, opening negotiations with firms of a lower preference only if fair and reasonable billable rates cannot be established with the firms of higher preference.

#### e. <u>Debriefing on Unsuccessful Qualifications</u>

If a letter of selection is not received within 120 days of the RFQ closing date (or any written extension thereof), the firm may assume that they were not awarded a contract. Upon written request, the firm will be debriefed (orally) as to the basis for their non-selection. Requests for oral debriefing must be made in writing to the attention of the "point of contact" person within 150 days after the closing date cited for receipt of responses to the RFQ. The County will set the time and location of the debriefing.

## Cumberland County Government Services Parking Deck DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) Addendum #1 December 4, 2023

1. Confirm the December 11, 2023, due date is End of Business Day 12/11?

#### -End of Business Day will be 5:00 p.m., December 11, 2023.

2. Section. IV.9 says project schedule based on 1/1/24 start, but Section II schedule shows contract award 1/22/24. Should we base our schedule on a 2/1/24 anticipated start?

#### -Yes, base your start dates on a February 1, 2024, project kickoff.

3. Section IV states 40 single sided pages not including cover, would it be acceptable to include a Table of contents, and tabs for clarity in organization of our proposals that do not count towards the page count as well?

# -Table of contents and tabs for clarity in organization are acceptable and will not count towards the page count.

4. Is there a draft contract you can share?

#### -Please use the AIA or DBIA contract format.

5. How many hard copies are need? Page 1 says (3) hard copies, but Page 3, Item #IV says (5) copies.

-Three hard copies and a USB with your submission is the requirement. Please disregard the request for 5 copies.

6. Confirm participation in the Deck does not preclude involvement in the Govt Services Building.

-Participation in the Parking Deck project does not preclude participation in the involvement of the Government Services Building project. However, all NCGS rules on compliance with fair competition will apply.

7. Regarding the 40-page limit, please confirm if the following items can be included separate of that count: HUB Plan (as requested in Section 4 Item 11.b on page 5), Schedule, Additional resumes for design sub-consultants. Also, would it be possible to use an 11x17 folded page for schedule and still count that as 1 page?

-The HUB Plan, Schedule, and resumes need to fit within the 40-page requirement. An 11x17 folded page will still count as 1 page.

8. Is there a height restriction?

-Yes, after coordinating with the City of Fayetteville, the max height will be 90 feet.

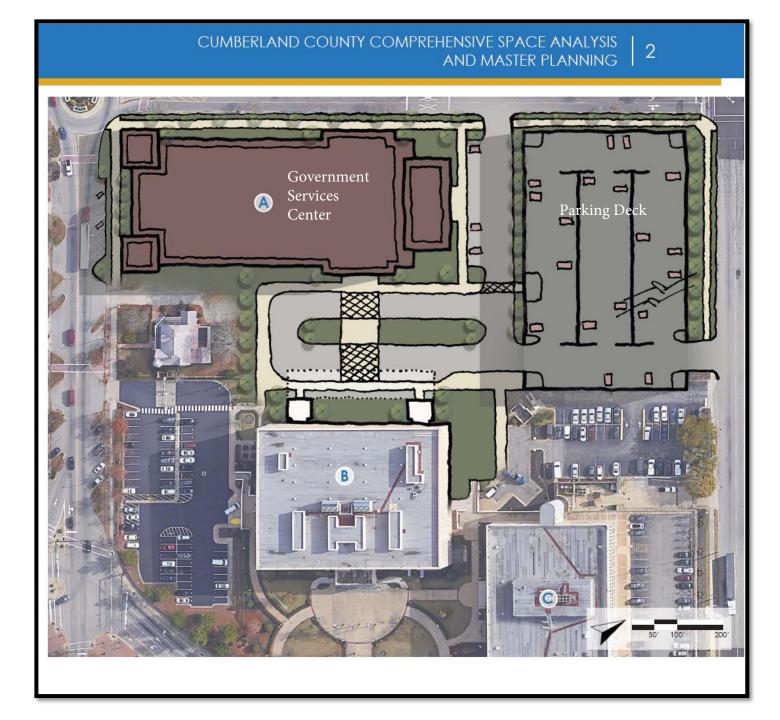
9. Is there a designated laydown /staging property location? This would be mainly for Precast parking deck pieces prior to erection.

-There is no designated laydown/staging location identified. The Crown Event Center construction will occur simultaneously, so laydown and staging space will be at a premium. This will have to be coordinated once the project is awarded.

#### Cumberland County Government Services Parking Deck DESIGN-BUILD: REQUEST FOR QUALIFICATIONS (RFQ) Addendum #2 December 21, 2023

• November 28, 9:00 a.m. – Optional On-site Visit at Judge E. Maurice Braswell Courthouse/LEC rear Parking lot

- December 1, 2023, 1 p.m. Questions Due
- December 11, 2023 RFQ Due
- January 8, 2023 Shortlist Design-Build Contractors
- Week of January 22, 2024 Interview Design-Build Contractors
- February 19, 2024 Board Approves Selection for Contract Award
- April 2024 Start Design
- August 31, 2025 Project Complete



#### Presentation Evaluation Criteria

No.	Evaluation Criteria	Weight
1	Project understanding and approach to providing requested scope.	30
2	Design Build Team experience and qualification.	20
3	Approach to collaboration with County representatives.	20
4	Capacity to complete this project within the proposed schedule.	30
5	Approach to, and experience with, value engineering and cost management.	30
6	Approach to schedule management and experience with on-time project completion.	20
7	Approach to meeting or exceeding MWBE goals.	20
8	Approach to local subcontractor participation.	20
9	Local professional services participation.	10
Final Criteria	Ratings (out of a total of 200 poin	its)



NORTH CAROLINA

#### **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: **BOARD OF COUNTY COMMISSIONERS**

#### FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/6/2024

#### SUBJECT: CIVIC CENTER COMMISSION (3 VACANCIES)

#### BACKGROUND

The Civic Center Commission has the following three (3) vacancies:

Joe Gillis: Completes third term March 31, 2024. Not Eligible for Reappointment. The Civic Center Commission recommends **Dwight Thompson** for appointment.

Sheba McNeil: Completes third term March 31, 2024. Not Eligible for Reappointment . The Civic Center Commission recommends Joshua Choi for appointment.

Gegory Parks: Completes third term March 31, 2024. Not Eligible for Reappointment. Recommendations have not been received for this position.

The current membership roster, applicant list, and recommendation letter for the Civic Center Commission are attached.

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

Please nominate individuals to fill the three (3) vacancies on the Civic Center Commission.

#### **ATTACHMENTS:**

Description Type Civic Center Commission Roster Civic Center Commission Applicant List Civic Center Commission Recommendation Letter

Backup Material Backup Material Backup Material -

3 Year Term

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

nominations, terms ran oundary	Date			Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Mark J. Yarboro (B/M) 1780 Geiberger Drive Fayetteville, NC 28303 703-624-7730 Yarboro.mark@yahoo.com	1/22	2nd	Jan/25 1/1/25.	No
Charles Grannis (W/M) <b>(Chairma</b> 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 <u>Mcbrydeg@yahoo.com</u>	<b>n)</b> 1/22	2nd	Jan/25 1/1/25	No
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/22	2nd	Jan/25 1/1/25.	No
Joe Gillis (W/M) 8623 Galatia Church Road Fayetteville, NC 28304 910-309-2001 <u>MR.JHGILLIS@GMAIL.COM</u>	3/23	3rd	Mar/24 3/31/24	No
Sheba McNeil (B/F) 542 Williwood Road Fayetteville, NC 28311 229-1111/568-5005	3/23	3rd	Mar/24 3/31/24	No
Raqi Barnett (B/F) 2107 Yates Ranch Road Hope Mills, NC 28348 910-916-0060 <u>MEMPHISBARNETT@CCS.K12</u>	1/24	1st	Jan/25 1/1/25	Yes

#### \*Completing unexpired term of Greg Edge\* \*Eligible for 1 additional term\*

Gregory Parks (W/M)	3/23	3rd	Mar/24	No
307 Devane Street			3/31/24	
Fayetteville, NC 28305				
484-9666/483-8194				

Civic Center Commission, page 2

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Date		Eligible For	5.	
Name/Address	Appointed	Term	Expires	Reappointment
Joseph F Quigg IV (W/M)	1/22	2nd	Jan/25	No
334 Echo Lane			1/1/25	
Fayetteville, NC 28303				
323-0994/229-4926/484-6131				
edstire@nc.rr.com				
Restaurant Owner (SL 1993-413)				
Nathan Cuffee	1/24	1st	Jan/27	Yes
719 Marketview Court			1/31/27	
Fayetteville, NC 28301				
910-489-1057				
NLCUFFEE@GMAIL.COM				

\*\* At its November 17, 2014, meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. <u>At its June 10, 2015, meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill</u> 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. \*\*

Ex Officio Member: County Manager or County Manager Designee Commissioner Liaison – Jimmy Keefe

Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive

Contact: Seth Benalt, General Manager, Coliseum Complex (or Myra Brooks – 678-7757)

APPLICANTS FOR CIVIC CENTER COMMISSION

#### **EDUCATIONAL** NAME/ADDRESS/TELEPHONE OCCUPATION BACKGROUND BOSTIC, MELISSA (H/F) HR MANAGER MBA, DOCTORATE 3931 BROOKGREEN DR **MOUNTAURE FARNS BUSINESS ADMIN FAYETTEVILLE NC 28304** 910-364-2345 MBOSTIC19@ICLOUD.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Favetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC \*\*\*Currently serving on the CC Finance Corp.-Industrial Facilities and Pollution Control Financing Authority\*\*\* BOONE, CHERYL (-/F) TEACHER **FAYETTEVILLE STATE/MASTERS 310 DURANT DRIVE** FAYETTEVILLE, NC 28304 910-BLESSED4085@MSN.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC CHOI, JOSHUA (ASIAN/M) SELF-EMPLOYED BACHELORS 2635 EDMONTON ROAD FAYETTEVILLE, NC 28304 910-916-7015 JRC012@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC HARPER, STEVE C. (B/M) **HIGH SCHOOL & SOME COLLEGE** RETIRED 5707 BASHFORT CT **OPERATIONS MANAGER FAYETTEVILLE NC 28304** 425-9643/988-7004 STEVEHARPER276@GMAIL.COM Graduate-County Citizens' Academy: YES

Graduate-County Citizens Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC

<b>Civic Center</b>	Commission,	Page 2
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#### **EDUCATIONAL** NAME/ADDRESS/TELEPHONE OCCUPATION BACKGROUND HOLMES, KIM (B/F) CUSTOMER SERVICE CALL CENTER SOME COLLEGE 3549 SANDEROSA RD PWC FAYETTEVILLE NC 28312 824-1000/223-4177 KIMHOLMES2@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC MARABLE, KATHERINE (B/F) RETIRED EDUCATOR MASTER'S DEGREE 1805 MCGOUGAN ROAD CUMBERLAND COUNTY SCHOOLS **FAYETTEVILLE NC 28303** 910-486-9035 **\*SERVES ON THE MID-CAROLINA AGING ADVISORY COUNCIL\*** NO EMAIL ADDRESS Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy; YES CATEGORY: GENERAL PUBLIC \*\*\* Currently serving on the Mid-Carolina Aging Advisory Council MCLAUGHLIN, JAMI **GREATER FAYETTEVILLE CHAMBER BA ECU** 300 N. 2ND SREET SPRING LAKE, NC 28390 JAMIMCLAUGHLIN1@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC APPLICATION RECEIVED: 2-19-2024. \*\*\* Currently serving on the Joint Planning Board MILLS, SUSAN (W/F) HIGH SCHOOL TEACHER **BS-COMMUNICATIONS** 4158 BENT GRASS DRIVE SAMPSON COUNTY PUBLIC SCHOOLS FAYETTEVILE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

Civic Center Commission, Fage 3		
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MORTON, DINEEN (B/F) 5835 PETTIGREW DRIVE FAYETTEVILLE NC 28314 910-494-5761/910-495-6977 <u>DINEEN.MORTON@LHCGROUP.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership academy: No CATEGORY: GENERAL PUB	O ership: NO eadership Program: NO O	BA-SOCIOLOGY
OMOGBEHIN, FOLORUNSHO (B/M) 1308 SNOWY EGRET DRIVE FAYETTEVILLE, NC 28306 270-684-4227 FOLORUNSHO838@GMAIL.COM Graduate-County Citizens' Academy: YI Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-Other leadership academy: N CATEGORY: GENERAL PUBL	ərship: NO eadership Program: NO O	MASTERS/BUS ADMIN.
SINCLAIR, TIMOTHY (B/M) 7834 ADRIAN DRIVE FAYETTEVILLE, NC 28314 910-864-7417 (H) 910-797-7693 (C) <u>TIMSINCLAIR@YAHOO.COM</u> Graduate-County Citizens' Academy: NC Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: NC <i>CATEGORY: GENERAL PUBL</i>	ership: YES eadership Program: NO D	Ed. S. Education Spec.
TAYLOR, MADELEINE A (-M) 812 TAMARACK DRIVE APT 8202 FAYETTEVILLE, NC 28311 919-924-5901 <u>MABBYO@GMAIL.COM</u> Graduate-County Citizens' Academy: NC Graduate-Institute for Community Leade		HIGH SCHOOL

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Graduate-County Chizen's Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO

CATEGORY: GENERAL PUBLIC

#### **Civic Center Commission, Page 4**

#### NAME/ADDRESS/TELEPHONE OCCUPATION

THOMPSON, DWIGHT (B/M) 3402 RUDLAND CT FSU/ARMY **FAYETTEVILLE NC 28304** 910-494-3959 DWIGHT.E.THOMPSON@GMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: No

#### **CATEGORY: GENERAL PUBLIC NEW APPLICATION RECEIVED: 1-17-2024**

TWADDELL, ROBERT DC (W/M) CHIROPRACTOR 1332 BRAGG BLVD. FAYETTEVILLE, NC 28301 257-7246(H/M)/303-2690(W) DOCTOR@AHEALTHYBACK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: SERVES POSITION ON CHIROPRACTIC ADVANTAGE

CATEGORY: GENERAL PUBLIC

#### **EDUCATIONAL** BACKGROUND

**RETIRED SOLDIER/IT SUPPORT** 

BA, MBA

DC DOCTOR OF CHIROPRACTIC MEDICINE





March 6, 2024

#### **MEMORANDUM:**

TO: BOARD OF COMMISSIONERS

FROM: MYRA BROOKS, CLERK

SUBJECT: CIVIC CENTER COMMISSION BOARD MEMBER RECOMMENDATIONS

At their Tuesday, February 27, 2024, regular meeting, the Civic Center Commission voted to recommend:

(1) Dwight Thompson; and

(2) Joshua Choi

as members at large for the following members whose terms expire in March, 2024:

(1) Gregory Parks

(2) Sheba McNeil

(3) Joe Gillis.

Even though three members term expire, they only recommended two names from the applicant list.



NORTH CAROLINA

#### **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 3/7/2024

#### SUBJECT: FAYETTEVILLE-CUMBERLAND HUMAN RELATIONS COMMISSION (4 VACANCIES)

#### **BACKGROUND**

The Fayetteville-Cumberland Human Relations Commission has the following four (4) vacancies:

Claudia Zamora: Resigned January 2024. The Human Relations Commission recommends **Sarah Burton** for appointment.

Jessica Black: Removed September 2022. The Human Relations Commission recommends **Michael Long** for appointment.

Elmore Lowery: Removed September 2023. The Human Relations Commission recommends Laura Mussler for appointment.

Abram Flores: Removed September 2023. The Human Relations Commission recommends **Donna Pelham** for appointment.

The membership roster, applicant list, and recommendation letter for the Fayetteville-Cumberland Human Relations Commission are attached.

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

Please nominate individuals to fill the four (4) vacancies on the Fayetteville-Cumberland Human Relations Commission.

#### **ATTACHMENTS:**

### Description

Human Relations Commission Membership Roster Human Relations Commission Applicant List Human Relations Commission Recommendation Letter

#### Туре

Backup Material Backup Material Backup Material

#### HUMAN RELATIONS COMMISSION (County Commissioner Appointees) 2Year Term

Name/Address	Date Appointed	Term	Expires	Eligible for Reappointment
Claudia Zamora (Resigned) 312 Shawcroft Rd Fayetteville, NC 28311 305-747-3004 <u>claudiazamora@live.de</u>	10/22	1st	Oct/24 10/31/24	Yes
Jessica Black (Removed 9/22) 4935 S. River School Road Wade, NC 28395 309-9921/483-0153 jegoetke@gmail.com	1/22	1st	Jan/24 1/31/24	Yes
Elmore Lowery (Removed 9/23) 5420 Ahoskie Drive Hope Mills, NC 28348 224-3578 dr.elmorelowery@gmail.com	1/22	1st	Jan/24 1/31/24	Yes
Abram Flores (Removed 9/23) 2914 Seawater Court Fayetteville, NC 28306 261-3199 (H) 984-900-3124 (M) ABRAM.FLORES@CCHARITIESDOR	5/22 .ORG	2nd	May/24 5/31/24	Yes

Contact: Yamile Nazar, Human Relations Manager - Phone: 433-1696 / Fax: 433-1535 Fayetteville-Cumberland Human Relations Department

Meetings: 2<sup>nd</sup> Thursday of every month – 5:30 pm (except July) Festival Park Plaza Training Room 225 Ray Ave, Fayetteville

NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
ANTHONY, SHEKIA (-/F) 304 WAPITI DRIVE SPRING LAKE, NC 28390 910-758-4670 <u>KIAJANTHONY@OUTLOOK.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i>	ership: NO eadership Program: NO O	NONE LISTED
BODOH, DR. MADELINE (B/F) 400 HARLOW DRIVE FAYETTEVILLE NC 28314 494-2194/570-9527 <u>PROFESSORMBODOH@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: K CATEGORY: GENERAL PUE	O ership: NO eadership Program: NO WANIS INTERNATIONAL	PHD/MASTERS
BOONE, CHERYL (-/F) 310 DURANT DRIVE FAYETTEVILLE, NC 28304 910- <u>BLESSED4085@MSN.COM</u> Graduate-County Citizens' Academy: Y Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: C CATEGORY: GENERAL PUE	ership: NO eadership Program: NO ITY OF FAYETTEVILLE CITIZENS ACAD	FAY STATE/MA EMY
BOWER, MEREDITH (A/F) 2634 MIDDLE ROAD FAYETTEVILLE NC 28304 574-9646/827-1582 <u>MERB8121@GMAIL.COM</u> Graduate-County Citizens' Academy: N	SOCIAL WORKER NC YOUTH VIOLENCE PREVENTION (	BS-SOCIOLOGY CENTER

Graduate-Ootiny Onizens Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC* 

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APPLICANTS FOR HUMAN	EDUCATIONAL		
NAME/ADDRESS/PHONE	OCCUPATIO	ON	BACKGROUND
	demy: NO ity Leadership: NO lle: NO ultural Leadership Program: NC demy: US ARMY SENIOR LEAD	)	MS PROJECT MGMT
BRUTON, SARAH (W/F) 106 WOODROW STREET FAYETTEVILLE NC 28303 308-2155/678-9823 <u>SARAHSBRUTON@HOTMAIL</u> Graduate-County Citizens' Aca Graduate-Institute for Commun Graduate-Leadership Fayettevi Graduate-United Way's Multi-C Graduate-other leadership aca <i>CATEGORY: GENER</i>	demy: NO ity Leadership: YES Ile: NO ultural Leadership Program: NC demy: NO	)	MA & BA
BURKS, BOBBIE (B/F) 6509 BROOKSTONE LANE AF FAYETTEVILLE NC 28314 910-747-4404 <u>BMARIEBURKS@GMAIL.COM</u> Graduate-County Citizens' Aca Graduate-Institute for Commun Graduate-Leadership Fayettevi Graduate-United Way's Multi-C Graduate-other leadership aca <i>CATEGORY: GENER</i>	<u>1</u> demy: NO ity Leadership: NO Ile: NO ultural Leadership Program: NC demy: NO	1	MASTERS
CONLEY, QUONTICA (B/F) 945 LOWER BRIDGE DR. APT FAYETTEVILLE NC 28303 509-205-5489 EMPOWEREDBYQUONTICA@ Graduate-County Citizens' Aca Graduate-Institute for Commun Graduate-Leadership Fayettevi Graduate-United Way's Multi-C Graduate-other leadership acad	ĝGMAIL.COM demy: NO ity Leadership: NO lle: NO ultural Leadership Program: NC demy: NO	)	SOME COLLEGE

CATEGORY: GENERAL PUBLIC

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AFFLICANTS FOR HOMAN RELATIONS COMMISSION FAGES				
NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND		
CUTTER, FREDERICK IV (M) 1920 RAYCONDA RD APT. 203 FAYETTEVILLE, NC 28304 910-494-1025 <u>fcutter678@yahoo.com</u> Graduate-County Citizens' Academy Graduate-Institute for Community Le Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultura Graduate-other leadership academy: <i>CATEGORY: GENERAL PO</i>	adership: NO O I Leadership Program: NO NO	DID NOT PROVIDE		
DEBERRY, AN-QUE (-/F) 1405 E YELLOW RIBBON DRIVE FAYETTEVILLE NC 28314 702-978-0960 <u>ANQUEDEBERRY@GMAIL.COM</u> Graduate-County Citizens' Academy Graduate-Institute for Community Lea Graduate-Leadership Fayetteville: NG Graduate-United Way's Multi-Cultura Graduate-other leadership academy: <i>CATEGORY: GENERAL PR</i>	adership: NO O I Leadership Program: NO NO	BA-POLITICAL SCIENCE MASTERS-SOCIAL WORK		
FISHER-ROBINSON, JANICE (B/F) 4405 RUBY ROAD FAYETTEVILLE, NC 28311 <u>JROBINSON4405@GMAIL.COM</u> Graduate-County Citizens' Academy Graduate-Institute for Community Lea Graduate-Leadership Fayetteville: NG Graduate-United Way's Multi-Cultura Graduate-other leadership academy: <i>CATEGORY: GENERAL PR</i>	adership: NO ጋ I Leadership Program: NO NO	HS/SOME COLLEGE		
GOODEN, RODERICK (B/M) 706 DANDRIDGE DR FAYETTEVILLE NC 28314 910-728-6228 GOODENR@FAYTECHCC.EDU Graduate-County Citizens' Academy: Graduate-Institute for Community Les Graduate-Leadership Fayetteville: YE Graduate-United Way's Multi-Cultura Graduate-other leadership academy: <i>CATEGORY: GENERAL PE</i>	adership: YES ES I Leadership Program: NO YES	BA/COMPLETING MASTERS		

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APPLICANTS FOR HUMAN RELA	TIONS COMMISSION Page 4	
NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
GRAVES, ARCHITA L. (B/F) 5624 STONEFIELD ST HOPE MILLS NC 28348 910-849-6270 <u>ARCHITA.GRAVES@GMAIL.COM</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leader Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: NG <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO O	SOCIAL WORK
GRIFFIN, CIERRA (B/F) 3108 WALESBY DRIVE FAYETTEVILLE NC 28306 850-363-5774 <u>SRACIERRASMITH@GMAIL.COM</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership academy: NG <i>CATEGORY: GENERAL PUBL</i>	ership: NO eadership Program: NO O	8 BS
HOLMES, KIM (B/F) 3050 JAMES DAIL RD FAYETTEVILLE NC 28312 910-824-1000 <u>KIMHOLMES2@GMAIL.COM</u> Graduate-County Citizens' Academy: YH Graduate-Institute for Community Leader Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: NO <i>CATEGORY: GENERAL PUBL</i>	ership: YES eadership Program: NO O	SOME COLLEGE
JOHNSON, CLIFTON (B/M) 918 LIBERTY LANE FAYETTEVILLE, NC 28311 706-550-8270 (M) 757-753-0803 (W) <u>clifton4mayor@gmail.com</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: Jo <i>CATEGORY: GENERAL PUBL</i>	ership: NO eadership Program: NO int Forces Staff College	EXECUTIVE CERTIFIC/ STRATEGIC LEADERSI LIBERTY

CATE SHIP

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APPLICANTS FOR HUMAN RELATIONS COMMISSION Page 5			
NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND	
JONES, NICOLE DANIELLE (B/F) 112 WEATHERSTONE DR. APT. 102 FAYETTEVILLE, NC 28311 758-5945(H)/723-3685(M/W) LOVEJONESPROSERVICES@GMAIL Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUE	. <mark>.COM</mark> . IO ership: NO eadership Program: NO O	BS	
LEWIS SHAW, KIM (B/F) DEVELOPMENT 7550 BEVERLY DR FAYETTEVILLE NC 28314 910-331-9690 KIM.SHAW@NCDPS.GOV Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO IO	MA-ORG LEADERSHIP	
LIGHTBURN, LYNDA R. (B/F) 5205 ROCKINGHAM ROAD FAYETTEVILLE NC 28311 568-2422/424-4536 <u>LITCOACH3@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: Ne <i>CATEGORY: GENERAL PUB</i>	ership: No eadership Program: No o	MA-EDUCATION	
LONG, MICHAEL J. (WM) 5308 BELLA FARMS CT GODWIN, NC 28344 910-476-5825 LONGMJ13@GMAIL.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUB	ership: NO eadership Program: NO ⁄A	MA HUMAN RESOURCES	

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NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
CATEGORY: GENERAL PUB	dership: No Leadership Program: Yes es, US Army Command and General Staf	
MUSSLER, LAURA (F) 1805 A LAKESHORE DRIVE FAYETTEVILLE, NC 28305 910-818-8300 <u>LAURAMUSSLER@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i> <i>APPLICATION RECEIVED:</i> 3	lership: NO ∟eadership Program: NO IO 3 <i>LIC</i>	NONE PROVIDED
PELHAM, DONNA KIRK (W/F) 408 SEDGEMOOR ROAD FAYETTEVILLE, NC 28311 407-583-7195 DPELHAM@METHODIST.EDU Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: F CATEGORY: GENERAL PUB APPLICATION RECEIVED: 3-	lership: NO ₋eadership Program: NO AY CITIZEN'S ACADEMY, FAY POLICIE <i>LIC</i>	JD CITIZEN'S ACADEMY
PRICE, WANDA C. (B/F) 1995 CHRISTOPHER WAY FAYETTEVILLE, NC 28303 583-3929(H/M)/709-2131(W) WC.PRICE@YAHOO.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUE	lership: NO .eadership Program: NO	

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NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
SKINNER-COLEMAN, ANNETTE 5712 POOH AVENUE STEDMAN, NC 28391 910-988-8185 <u>En1dc8ve@gmail.com</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUBL	ership: NO eadership Program: NO O	ED. EDUCATION
SMITH, AMANDA (W/F) 1001 BROOK STREET FAYETTEVILLE, NC 28305 910-308-3847 <u>SOLDWITHAMANDASMITH@GMAIL.C</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: No CATEGORY: GENERAL PUB	O ership: NO eadership Program: NO C REALTORS WILLIAM C BASS LEADE	BS- BUS. MGMT. RSHIP ACADEMY
TAYLOR, SHUNTRICKIA (B/F) 7261 PEBBLEBROOK DRIVE FAYETTEVILLE NC 28314 910-977-4770 <u>DYNESHIIA2@LIVE.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadershi Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader		FAY VA MEDICAL CTR
Graduate other leadership academy: SPECI CATEGORY: GENERAL PUBLIC		
TILLETT, KERRI (B/F) 3615 THORNSBY LANE FAYETTEVILLE, NC 28306 609-851-1158 <u>LADYTILLETTT@GMAIL.COM</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: NO	ership: NO eadership Program: NO	JD – TULANE BA – VASSAR

CATEGORY: GENERAL PUBLIC

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NAME/ADDRESS/PHONE	OCCUPATION	EDUCATIONAL BACKGROUND
WILLIAMS, CAMARON (B/M) 1405 DEMILA DRIVE FAYETTEVILLE, NC 28314 910-682-7036 <u>CAMARONW93@GMAIL.COM</u> Graduate-County Citizens' Academy: Graduate-Institute for Community Lea Graduate-Institute for Community Lea Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Graduate-other leadership academy: I <i>CATEGORY: GENERAL PUBLI</i>	dership: NO Leadership Program: NO NO	NCCU BACHELOR BUS. MGMT
WRIGHT, DAKOTA WAYNE (-/-) 3431 REGIMENT DRIVE FAYETTEVILLE NC 28303 919-770-3783 KOTA03WRIGHT@HOTMAIL.COM Graduate-County Citizens' Academy: I Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Graduate-other leadership academy: N CATEGORY: GENERAL PUT ***Currently Serving on the Board of H	dership: NO Leadership Program: NO NO B <i>LIC</i>	BS – POLITICAL SCIENCE
WRIGHT, TRACEY (B/F) 3920 SOUTHERN OAKS DRIVE UNIT 3 FAYETTEVILLE, NC 28310 919-671-8626 (M) 910-570-5450 (W) <u>TLWRIGHT29@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	dership: YES ∟eadership Program: NO IO	MA- PUBLIC ADMIN
ZHANG, GAOQI (GINA) (Asian/F) 3575 SIDS MILL ROAD FAYETTEVILLE, NC 28312 703-223-2758 <u>GINAOXENDINE7@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i>	lership: NO ₋eadership Program: NO IO	BA/POLITICAL SCIENCE

## FAYETTEVILLE HUMAN RELATIONS CUMBERLAND CO.

#### **MEMORANDUM**

TO:	Cumberland County Commissioners
FROM:	Fayetteville-Cumberland Human Relations
DATE:	March 6, 2024
RE:	Human Relations Commission Appointment Recommendations

We would like to make the following recommendations for appointments to the Human Relations Commission for your favorable consideration.

Sarah Burton

Michael Long

Laura Mussler

Donna Pelham

I thank you for your consideration.

Physical Address: 225 Ray Ave, Fayetteville Ste. 100 Fayetteville 28301 Mailing Address: 433 Hay St,

O: (910) 433-1696

Email: <u>humanrelations@fayettevillenc.gov</u>

www.fayettevillenc.gov



NORTH CAROLINA

#### **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 3/11/2024

#### SUBJECT: JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL (1 VACANCY)

#### **BACKGROUND**

The Joint Fort Liberty & Cumberland County Food Policy Council has the following one (1) vacancy:

Member Representing Local Higher Education (Fayetteville State University, Methodist University, & Fayetteville Technical Community College):

VACANT: The Joint Fort Liberty & Cumberland County Food Policy Council recommends **Joyce Adams** for appointment.

The membership roster, applicant list, and recommendation letter for the Joint Fort Liberty & Cumberland County Food Policy Council are attached.

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

Please nominate individual to fill the one (1) vacancy on the Joint Fort Liberty & Cumberland County Food Policy Council.

#### **ATTACHMENTS:**

Description Food Policy Council Roster Food Policy Council Applicant List Food Policy Council Recommendation Letter Type Backup Material Backup Material Backup Material

F	ORT BRAGG & C			6/23
	FOOD POI 1 Year Term on Fo			
Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Co-Chair / Military Chair fro</u>	om Fort Bragg (1)			
Katina Foxworth 2539 HAMILTON STREET FORT BRAGG, NC 28310 910-381-0817 910-907-7656 KATINA.M.FOXWORTH.MI	6/23 L@HEALTH.MIL	1 <sup>st</sup>	June/25 6/30/25	Yes
<u>Co-Chair / Civilian Chair fro</u>	om Cumberland Co	ounty (1)		
(VACANT)	12/21	1 <sup>st</sup>	Dec/22 12/31/22	Yes
<u>Members Who Do Not Work</u>	in Local Governm	ent or He	alth Agencies (3)	
Clifton Johnson (B/M) 918 Liberty Lane Fayetteville, NC 28311 706-550-8270 clifton4mayor@gmail.com	2/23	1 <sup>st</sup>	Feb/25 2/28/25	Yes
Veronica Feliciano (H/F) <b>Need information</b>	4/23	1 <sup>st</sup>	April/25 4/30/25.	No
Lauren R. Tyler (-/-) 2613 Beard Road Eastover, NC 28312 910-514-0628 <u>Trucolor3@gmail.com</u>	4/23	2nd	April/25 4/20/25	No
Members Involved in Local F	arming and Agric	<u>ulture</u> (2)		
Alexis McClain (B/M) 822 Ancient Court Fayetteville, NC 28312 209-443-0111 <u>alexiesmcclain03@gmail.com</u>	1/23	1 <sup>st</sup>	Jan/25 1/31/25	Yes
Elliott, Robert (Native/White/M 160 Brookstone Drive Cameron, NC 28326 252-725-4875 <u>vetfarmpfnc@gmail.com</u>	1) 1/23	1 <sup>st</sup>	Jan/25 1/31/25.	Yes

Fort Bragg & Cumberland County Food Policy Council, Page 2 Date Eligible For					
Name/Address	Appointed	Term	Expires	Reappointment	
<u>Member Representing Local High</u> <u>&amp; Fayetteville Technical Commu</u>			tate Universit	y, Methodist University,	
(RESIGNED)	4/23	2 <sup>nd</sup>	Apr/25 4/30/25	Yes	
<u>Member Representing Fort Brag</u> (VACANT)	<u>g Schools</u> (1) 11/21	1 <sup>st</sup>	Nov/22 11/30/22	Yes	
<u>Member Representing Cumberla</u> (VACANT)	nd County Sch 2/22	nool District (1 1 <sup>st</sup>	) Feb/23 2/28/23	Yes	
<u>Members Who Work in the Field</u> <u>Child and Adult Care</u> (3)	s of Healthcar	e, Public Healt	th, Food Insec	urity/Food Access, or	
Shella Korch (W/F) 2113 Stonewash Drive Fayetteville, NC 28306 972-992-8508/223-3393 <u>s.korch@carolinaccc.com</u>	4/23	2 <sup>nd</sup>	Apr/25 4/30/25.	No	
Natasha Randall (B/F) 1508 Richborough Ct Fayetteville, NC 28314 910-207-3608 natasharandall717@yahoo.com	4/23	1 <sup>st</sup>	April/25 4/30/25	No	
Shannon Gettings (W/F) 3551 Sturbridge Drive Hope Mills, NC 28348 382-0804/826-3131 cscott@ccpfc.org	6/23	1 <sup>st</sup>	June/25 6/30/25	Yes	

Fort Bragg & Cumberland County H	Food Policy Co	uncil, Pa	ige 3		
	Date				Eligible For
Name/Address	Appointed		Term	Expires	Reappointment
<u>Members Who Work in Local Go</u>	<u>vernment</u> (2)				
Kenny Bailey (B/F)	6/23	1 <sup>st</sup>		June/25	Yes
301 East Mountain Drive				6/30/25	
Fayetteville, NC 28306					
910-321-6871					
Kenneth_Bailey@NCSU.EDU					
(VACANT)	4/23	2 <sup>nd</sup>		Apr/24 4/30/24	Yes

Contact: Martina Sconiers-Talbert, Grants Manager / 910-433-3672

Meetings: The Co-chairs will convene and preside over meetings. At a minimum 4 meetings will be held each year on dates chosen by the Executive Committee. Meetings are the first Wednesday of the month alternating 5:00 PM and 12:00 PM, beginning with 5:00 PM in January and ending with 12:00 PM in December.

Meeting Location: Public Health, 1235 Ramsey Street, Fayetteville, NC

The Board of Commissioners adopted a resolution supporting the establishment of the Fort Bragg & Cumberland County Food Policy Council June 21, 2021. Structure as 15 members with specific categories adopted as part of resolution.

APPLICANTS FOR JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL

	THE COMBERCARD COUNTINCOD FOLICI	EDUCATIONAL
NAME/ADDRESS/TELEPHONE	OCCUPATION	BACKGROUND
ADAMS, JOYCE 812 BOBBY JONES DRIVE FAYETTEVILLE, NC 28312 910-987-8471 JAADAMS@AEVEX.COM Graduate-County Citizens' Academy: I Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Graduate-other leadership academy: N CATEGORY: INTERESTED II APPLICATION RECEIVED: 1	dership: Yes Leadership Program: No No N MILITARY CHAIR POSITION	BS
BOSTIC, MELISSA (H/F) 3931 BROOKGREEN DRIVE FAYETTEVILLE, NC 28304 364-2345 (H) <u>MBOSTIC19@ICLOUD.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: CIVILIAN CHA</i>	dership: Yes Leadership Program: No	MBA/PHD BUSINESS ADMINISTRATION
BROWN, PAULA (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 703-8399/709-8595/483-0153 PHOWARD924@YAHOO.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N CATEGORY: CIVILIAN CHAR	lership: YES S ₋eadership Program: YES	MASTERS-ED
CHOTT, ANNA (W/F) 1861 TRYON DRIVE UNIT 3 FAYETTEVILLE, NC 28303 314-608-4130(H)/484-9098(W) <u>ANNA@SUSTAINABLESANDHILLS.C</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N <i>CATEGORY: COMMUNITY I</i>	lership: No ∟eadership Program: No	BS DVERNMENT

APPLICANTS FOR

#### JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL page 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
JOHNSON, CLIFTON (B/M) 918 LIBERTY LANE FAYETTEVILLE, NC 28311 706-550-8270 (C) 757-753-0803 (W) <u>CLIFTON4MAYOR@GMAIL.COM</u> Graduate-County Citizens' Academy: Graduate-Institute for Community Lea Graduate-Institute for Community Lea Graduate-Leadership Fayetteville: NC Graduate-United Way's Multi-Cultural Graduate-other leadership academy: <i>CATEGORY: GENERAL PU</i>	adership: NO ) Leadership Program: NO NO	DOCTORATE
LAGOMARSINO, TAJIA 550 ABBOTS LANDING CIRCLE UNIT G FAYETTEVILLE, NC 28314 201-679-3583 TAJIALYNN@ICLOUD.COM Graduate-County Citizens' Academy: Graduate-Institute for Community Lea Graduate-Institute for Community Lea Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Graduate-other leadership academy: CATEGORY: CIVILI APPLICATION RECI	adership: No Leadership Program: No No <b>AN CHAIR FROM CUMBERLAND COUNT</b>	HIGH SCHOOL
MCNEIL, BENETOU (B/M) 820 SUMNER DRIVE, APT. 29 FAYETTEVILLE, NC 28303 472-215-3084 <u>BINETOUMCNEIL14@GMAIL.COM</u> Graduate-County Citizens' Academy: Graduate-Institute for Community Lea Graduate-Institute for Community Lea	dership: No Leadership Program: No No ESENTATIVE OF CUMBERLAND COUNTY	AA-SCIENCE
MELVIN, JOY N. E.D. (B/F) 846 WIGWAM DR FAYETTEVILLE NC 28314 910-778-3697(H)/678-8498(M) <u>MELVINJOYN@GMAIL.COM</u> Graduate-County Citizens' Academy: Graduate-Institute for Community Lea Graduate-Institute for Community Lea	dership: NO	DOCTORATE

Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: MEMBER WHO DOES NOT WORK IN LOCAL GOVERNMENT* 

<u>APPLICANTS FOR</u> JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL page 3			
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND	
MOORE, BANYAN 625 RAVENHURST CIRCLE, APT. 101 SPRING LAKE, NC 28390 910-973-9391 <u>MOOREBANYAN@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: HEALTHCARE,</i> <i>APPLICATION RECEIVED: 1-</i>	lo ership: No eadership Program: No o <b>PUBLIC HEALTH, FOOD INSECURITY/FOOD</b> /	A& T UNIVERSITY ACCESS,	
PITTMAN, RONALD W. (W/M) 813 KATIE STREET FAYETTEVILLE, NC 28306 728-5613 (H)/425-0605 (H/W) EDAOFAY1@YAHOO.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: No CATEGORY: CIVILIAN CHAIN	ership: No eadership Program: No	FSU	
SHERROD, TRACEY (B/F) 6409 BURNSIDE PLACE FAYETTEVILLE, NC 28311 910-551-9302 <u>LIBR356@YAHOO.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: COMMUNITY ME</i> <i>APPLICATION RECEIVED:</i> 9-1	ership: NO eadership Program: NO IO E <b>MBERS WHO DO NOT WORK IN LOCAL GO</b> N	MS VERNMENT	
SHORT, JOSEPH (WM) 2628 ELMHURST DRIVE FAYETTEVILLE, NC 28304 910-263-1316 Jlshort11791@gmail.com Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership academy: N CATEGORY: LOCAL EARMIN	ership: NO eadership Program: NO O	BS IN AGRICULTURE NC STATE	

CATEGORY: LOCAL FARMING AND AGRICULTURE

APPLICANTS FOR JOINT FORT LIBERTY & CUMBERLAND COUNTY FOOD POLICY COUNCIL page 4

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NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
<u></u>		Brononoonb
VETERE, TRINITY	PROJECT COORDINATOR	SAVANNAH COLLEGE
512 SOUTH KING STREET FAYETTEVILLE, NC 28301		
TRINITY@SUSTAINABLESANDHILLS	ORG	
Graduate-County Citizens' Academy: N		
Graduate-Institute for Community Leac Graduate-Leadership Fayetteville: No	ership: No	
Graduate-United Way's Multi-Cultural I	.eadership Program: No	
Graduate-other leadership academy: N		
CATEGORY: CIVILIAN CHAI APPLICATION RECEIVED: 1	R FROM CUMBERLAND COUNTY	
	<i>J-2</i> <b>-</b> -2023.	
YEICH, KRYSTAL S.	FNS APPLICATIONS	HIGH SCHOOL
3017 THORNHILL DRIVE FAYETTEVILLE, NC 28306	SUPERVISOR II DSS	
919-819-9390 (M)/677-2115 (W)		
KRYSTALYEICH@EMBARQMAIL.CO		
Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead		
Graduate-Leadership Fayetteville: No	ership. No	
Graduate-United Way's Multi-Cultural L		
Graduate-other leadership academy: N CATEGORY: LOCAL GOVER		
CATEGORT, LOCAL GOVER		



Tamra Morris, MPH Deputy Health Director

## **Department of Public Health**

Novus Agenda item for Cumberland County Commissioners Meeting March 18, 2024 Agenda Session

<u>Title</u>

#### Fort Liberty & Cumberland County Food Policy Council Applicant Selection

#### **Description**

Over the past three years the Fort Liberty & Cumberland County Food Policy Council has worked to create an equitable food system for the community by addressing food insecurity in Cumberland County. The two-year membership positions will allow members to work collaboratively with partners in the community to combat food insecurity by participating in food drops, supporting Women, Infants, and Children (WIC) initiatives, and making policy recommendations for change regarding food efforts. Currently, one applicant has expressed interest in becoming a member. The food policy council would like the Board of County Commissioners to accept this recommendation for the following applicant:

Joyce Adams- Fayetteville State University Board of Trustees, representing higher education.

#### **Recommendation/Proposed Action**

Cumberland County Department of Public Health and Fort Liberty Department of Public Health are recommending that the Cumberland County Board of Commissioners accept the nomination for the candidate listed above to officially become a member of the Fort Liberty & Cumberland County Food Policy Council.



#### **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

#### FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/14/2024

## SUBJECT: CAPE FEAR VALLEY BOARD OF TRUSTEES (1 VACANCY) BACKGROUND

The Cape Fear Valley Board of Trustees has the following one (1) vacancy:

Alicia Marks-Flowers: Completed Second Term January 2024: Not Eligible for Reappointment.

Ryan Aul has been recommended for appointment.

The membership roster and applicant list for the Cape Fear Valley Board of Trustees has been attached.

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

Please nominate an individual to fill the vacancy above.

#### ATTACHMENTS:

Description Cape Fear Valley Board of Trustees Membership Roster Cape Fear Valley Board of Trustees Applicant List Type Backup Material Backup Material e#

	3 Year	Term		
(Two medical staff seats run from Oc	tober to September for 2-y	'ear terms; remaini	ng non-political sea	
NT / A 11	Date	_		Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
Harnett Health Representative	10/21	1st	Jan/24	Yes
Gene Lewis		- 10 0	1/31/24	
1985 Eastwood Road, Ste. 110			1101121	
Wilmington, NC 28403				
Chief of Staff				
Chukweumeka Chima, MD	10/22		Sout/25	
3634 Cape Center Drive	10/22		Sept/25	
	Andian Staff Sonte Theme	f	09/30/25.	30 <b>80</b> 0
Payette ville, INC 20504 (I)	Aedical Staff Seat: Term	from October 1, 2	022, to September	30, 2024)
Vice Chief of Staff				
Girum Feyissa, MD	10/22		Sept/25	
112 Sutton Street			09/30/25	
	Iedical Staff Seat: Term	from October 1, 2	022, to September	30, 2024)
910-615-5610				
Medical Doctor				
Dr. Michael Jones	2/21	1st	Jan/24	Yes
1261 Oliver Street			01/31/24	<b>14</b> 0
Fayetteville, NC 28304	(County Commission	er Appointee)		
910-323-1628		** /		
Dr. Myron Strickland	2/21	1st	Jan/24	Yes
2029 Valleygate Drive		100	1/31/24.	1 40
Fayetteville, NC 28304	(County Commission	er Annointee)	1/51/24.	
910-323-2103	(County Commission	er Appointee)		
R.N. Position				
Afua Arhin	2/21	1.04	T /0.4	<b>X</b> 7
1636 Cape Point Drive	2121	1st	Jan/24	Yes
Fayetteville, NC 28312			1/31/24	
rayetteville, NC 26512	(CFVHS Appointee)			
Shannon A. Matthews, RN	3/22	1st	Jan/25	Yes
5400 Ramsey Street		* 101	1/31/25	1.02
27 Nursing Building			1131143	
Fayetteville, NC 28311-1498	(County Commission	an Annainte-		
910-480-8479	(County Commission	ei Appointee)		
matthews@methodist.edu				
manne ws(w,memouist.euu				

# Cape Fear Valley Health System Board of Trustees, page 2

(Two medical staff seats run from	Date	ioer, remaining IIO	Political scals CX	Eligible For
Name/Address	Appointed	Term	Expires	Reappointment
General Public (6)				
Pamela Suggs Story	3/22	2nd	Jan/25	No
631 West Cochran Ave	0.122		1/31/25	
Fayetteville, NC 28301	(County Commis	sioner Appointee)	1/01/20	
339-8350/286-0783/678-2621	(	n ,		
Venus_28301@yahoo.com				
Tammy S. Thurman	2/21	2nd	Jan/24	No
Piedmont Natural Gas			01/31/24	
1069 Wilkes Road				
Fayetteville, NC 28306	(CFVHS Appoint	ee)		
321-2982				
Sanjay Shah, MD	3/22	1st	Jan/25	Yes
3682 Raeburn Court			1/31/25	
Fayetteville, NC 28314	(County Commiss	sioner Appointee)		
910-987-2571				
SANMARGISHAH@GMAIL.COM				
Chaplain Ernest Jones	2 /23	1st	Jan/26	Yes
2494 Celtic Drive			1/31/26	
Fayetteville, NC 28306	(County Commiss	sioner Appointee)		
910-867-6762				
chaplainernestjones@gmail.com				
Alicia Marks -Flowers	1/22	2nd	Jan/24	No
532 Lionshead Road #8			1/31/24	
Fayetteville, NC 28311	(County Commiss			
910-273-4962	Serving M. Fa	ircloth's unexpired	l term.	
Alicia.marks.08@gmail.com				
Larry Lancaster	2/23	1 <sup>st</sup>	Jan/26	Yes
2602 Dartmouth Drive			1/31/26	
Fayetteville, NC 28304	(County Commiss	sioner Appointee)		
<u>ll@nc.rr.com</u>				
County Commissioners (7)				
County Manager - ex officio non- Ryan Aul, Ex-officio representing	•		n	
Contact: Michael Nagowski, Chie				
Anita Melvin, Assistant			AND A REAL PROPERTY AND A	
admelvin@capefearvall			1 4A 015-0100	
PO Box 2000, Fayettevi	-			
Regular Meeting: Last Wedne	esday of each mon	th		
0	anan a <sup>Ral</sup> an anaza an anaza	pom - 5:30 PM (No	April Meeting N	No July Meeting
	Nov/December me			
Comomed		6, 10, 10, 10, 10, 10, 10, 10, 10, 10, 10	100	

## <u>APPLICANTS FOR</u> CAPE FEAR VALLEY HEALTH SYSTEM BOARD OF TRUSTEES

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
CARTER-SHARPE, NATALIE 421 HILLIARD DRIVE FAYETTEVILLE, NC 28311 910-423-4604 H, 910-286-6884 M/W <u>NSHARPEAKA@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadersh Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: <i>CATEGORY: REGISTERED NUR</i>	ership Program: NO	DOCTOR OF NURSING-ECU
COVINGTON, QUDERRICK (B/M) 1457 FERNDELL DRIVE FAYETTEVILLE, NC 28314 910-584-2886 <u>ED@TULSANONPROFIT.ORG</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Le Graduate-other leadership academy: No <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO O	
EVANS, CHARLES (B/M) 916 FLEETWOOD DRIVE FAYETTEVILLE, NC 28305 910-978-6643 CHARLESEVANS180@GMAIL.COM Graduate-County Citizens' Academy: No Graduate-Institute for Community Leade Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leader Graduate-other leadership academy: No CATEGORY: GENERAL PUBL	ership: NO eadership Program: NO O	
GRANT, KELLEY Y (-/F) 3921 TASHA DRIVE HOPE MILLS NC 28348 818-0254/615-1344 <u>KELBLAZE34@GMAIL.COM</u> Graduate-County Citizens' Academy: NG Graduate-Institute for Community Leade Graduate-Leadership Fayetteville: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Le Graduate-other leadership academy: NG <i>CATEGORY: REGISTERED N</i>	ership: NO eadership Program: NO O	BSN

Cape Fear Valley Health System Applicants, page 2 **EDUCATIONAL** NAME/ADDRESS/TELEPHONE OCCUPATION BACKGROUND HARPER, STEVE C. (B/M) RETIRED **HIGH SCHOOL & SOME COLLEGE** 5707 BASHFORT CT **OPERATIONS MANAGER FAYETTEVILLE NC 28304** 425-9643/988-7004 STEVEHARPER276@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC HINSON, MARY (B/F) MENTAL THERAPIST PHD, MA 3470 THAMESFORD RD PRIVATE PRACTICE FAYETTEVILLE NC 28311 919-491-3299 MHINSONLPC@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC HOLLOMAN, GWEN (B/F) HEALTH CARE ADMINISTRATOR **BS-HEALTH CARE** 721 EDGEHILL ROAD RETIRED ADMIN. **FAYETTEVILLE NC 28314** 868-1691/261-7813 GHOLL80180@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC HOYT, GEORGE (TREY) III PROFESSOR PHD 6086 MIDUS STREET METHODIST UNIVERSITY MED HOPE MILLS, NC 28348 433-0001/723-6897/630-7620 TREYHOYT@CENTURYLINK.NET Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO

Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC Cape Fear Valley Health System Applicants, page 3

EDUCATIONAL					
NAME/ADDRESS/TELEPHONE	OCCUPATION	BACKGROUND			
KALRA, DR. SUMIT (AI/M) 6824 MUNFORD DRIVE FAYETTEVILLE NC 28306 221-1903/485-6470/423-534-5990 DRSUMITKALRA@GMAIL.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: MEDICAL DOC	ership: NO eadership Program: NO O	PHYSICIAN TES			
KEITH, THOMAS J (W/M) 121 S COOL SPRING ST FAYETTEVILLE NC 28301 483-4780/323-3222/850-3222 TJK@KEITHVALUATION.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N CATEGORY: GENERAL PUB	ership: NO eadership Program: NO O	BS, MAI NISER			
KRAKOVER, BRIAN Dr. (W/M) COMMONWEALTH 401 HARLOW DRIVE FAYETTEVILLE, NC 28314 910-366-7116 <u>BKRAK@CAPEFEARVALLEY.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: Medical doctor</i>	ership: NO eadership Program: NO	MC- VIRGINIA			
MCLAUGHLIN, JAMI (W/F) COMMUNICATION 300 N. 2 <sup>ND</sup> STREET SPRING LAKE, NC 28390 910-391-4870 JAMIMCLAUGHLIN1@GMAIL.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUB</i>	ership: NO eadership Program: NO O	R ВА			

Cape Fear Valley Health System Applicants, page 4

#### EDUCATIONAL NAME/ADDRESS/TELEPHONE OCCUPATION BACKGROUND MILLS, SUSAN (W/F) HIGH SCHOOL TEACHER **BS-COMMUNICATIONS** 4158 BENT GRASS DRIVE SAMPSON COUNTY PUBLIC SCHOOLS FAYETTEVILE NC 28312 910-308-2409 VOTE4MILLS@AOL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC OATMAN, LEWIS S. (-/M) ADJUNCT PROFESSOR PHD HEALTH SCIENCES 5575 HALLWOOD DRIVE HEALTH CARE EXECUTIVE **GLOBAL HEALTH** FAYETEVILLE, NC 28348 884/5020 LEWIS OATMAN@MSN.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC OROZCO, BRENEE(B/F) ATTORNEY JURIS DOCTOR-WILLIAM H. 1736 ELLIE AVE BOWDEN SCHOOL OF LAW FAYETTEVILLE, NC 28314 910-286-3382 OROZCOFORM@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO

Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC* \*\*Currently serving on the Board of Adjustment\*\*

PLATER, J RAY SR. (B/M)PRESIDENT4805 WADE STEDMAN RDBUSINESS OWNERWADE NC 28395EXTENSION ENTERPRISE GROUP723-2461/489-8628Faduate-County Citizens' Academy: YESJPLATER@E2GP.NETGraduate-County Citizens' Academy: YESGraduate-Institute for Community Leadership: NoGraduate-Leadership Fayetteville: NoGraduate-United Way's Multi-Cultural Leadership Program: NoGraduate-other leadership academy: NoCATEGORY: GENERAL PUBLIC

MBA, MS

Cape Fear Valley Health System Applicants, page 5

Cape Fear Valley Health System Applicants, page 5					
NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND			
POOLE, ROBERT "JASON" (W/M) 2700 BRIAR CREEK PLACE FAYETTEVILLE NC 28304 910-978-3600 JASON@TRPSUMNER.COM Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NC Graduate-United Way's Multi-Cultural I Graduate-other leadership academy: N CATEGORY: GENERAL PUE	dership: NO ) ∟eadership Program: NO IO	BA			
PORTER, BARBARA (-/-) 6620 STILLWOOD DRIVE HOPE MILLS, NC 28348 850-321-1232 barbaragailp@hotmail.com Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NC Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i>	lership: NO ) ₋eadership Program: NO IO	BS			
RAY, TISHA (B/F) 401 TRADEWINDS DR APT D FAYETTEVILLE, NC 28314 910 -853-4577 (H) <u>tisha272@gmail.com</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N <i>CATEGORY: GENERAL PUE</i>	lership: NO ⊱eadership Program: NO IO	MASTERS			
SPAIN, DYMOND 7230 RYAN STREET FAYETTEVILLE, NC 28301 919-536-9813(H)/745-9360(W) <u>DYMONDSPAIN@GMAIL.COM</u> Graduate-County Citizens' Academy: N Graduate-Institute for Community Lead Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural L Graduate-other leadership academy: N Serving on City of Fayetteville Ethics C <i>CATEGORY: GENERAL PUE</i>	lership: NO .eadership Program: NO IO ommission (Chairman's term ends 3-31-:	JURIS DOCTORATE			

Cape Fear Valley Health System Applicants, page 6 EDUCATIONAL NAME/ADDRESS/TELEPHONE OCCUPATION BACKGROUND THOMPSON, DWIGHT (B/M) SOLDIER/IT TECH BA, MBA 3402 RUDLAND CT ARMY/FSU **FAYETTEVILLE NC 28304** 910-494-3959 DWIGHT.E.THOMPSON@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: ARMY OFFICER ACADEMY

CATEGORY: GENERAL PUBLIC NEW APPLICATION RECEIVED: 1-17-2024.

TILLETT, KERRI (B/F)LAWYER-HIGHER EDUCATION3615 THORNSBY LANEADMINISTRATORFAYETTEVILLE, NC 28306ADMINISTRATOR

609-851-1158 <u>LADYTILLETTT@GMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC* 

TWADDELL, ROBERT (W/M) 4574 CANASTA COURT HOPE MILLS NC 28348 910-257-7246 CHIROPRACTIC PHYSICIAN FAYETTEVILLE OCC MED/ A HEALTHY BACK DOC OF CHIROPRACTIC

JD - TULANE

**BA – VASSAR** 

DOCTOR@AHEALTHYBACK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO *CATEGORY: GENERAL PUBLIC* 

WRIGHT, DAKOTA WAYNE (-/-) US ARMY 3431 REGIMENT DRIVE FAYETTEVILLE NC 28303 919-770-3783 <u>KOTA03WRIGHT@HOTMAIL.COM</u> Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO

> CATEGORY: GENERAL PUBLIC \*CURRENT MEMBER OF BOARD OF HEALTH\*

**BS – POLITICAL SCIENCE** 



NORTH CAROLINA

### **CLERK TO THE BOARD OF COMMISSIONERS**

#### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 3/6/2024

#### SUBJECT: HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (1 VACANCY)

#### **BACKGROUND**

On February 19, 2024, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Cumberland County Home and Community Care Block Grant Committee.

#### NOMINEE(S)

Aging Service Provider: Sigma Smith (New Appointment)

The current membership roster for the Home and Community Care Block Grant Committee is attached.

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

Please appoint individual to fill the one (1) vacancy on the Home and Community Care Block Grant Committee.

#### **ATTACHMENTS:**

Description Home and Community Care Block Grant Committee Membership Roster

Type Backup Material

### HOME AND COMMUNITY CARE BLOCK GRANT COMMITTEE (PLANNING COMMITTEE FOR AGING SERVICES) 4 Year Term

Name/Address	Date Appointed	Term	Expires	<u>Eligible For</u> Reappointment
<u>Older Consumer</u> Willie Wright (B/M) 196 Darrock Court Fayetteville, NC 28311 822-6415/568-1291	11/21		Sept/24 9/30/24	Yes
Wright196@yahoo.com	serving unexpired te	rm-eligible for	1 full term on 9	/30/24.
Stephen MacDonald 1783 Cawdor Drive Fayetteville, NC 28304 426-8117 <u>SMACDONALD3@NC.RR.COM</u>	11/21	2nd	Nov/25 11/30/25	No
Delores "Dee" J. Boyer (W/F) 724 Maxwell Street Fayetteville, NC 28303 630-3735/322-1450 Deeboyer48@yahoo.com	2/22	1st full	Feb/26 2/28/26	Yes
Rebecca Campbell 7027 Darnell Street Fayetteville, NC 28314 487-7555	12/20	2nd	Sept/24 9/30/24	No
Willie McKoy 1632 Greenock Ave Fayetteville NC 28304	12/20	1st	Dec/24 12/31/24	Yes
Edna Cogdell 734 Ashburton Drive Fayetteville, NC 28301 488-4582/624-4558	12/20	2nd	Sept/24 9/30/24	No
Judy Dawkins 2004 Morganton Rd Fayetteville, NC 28305	12/20	1st	Dec/24 12/31/24	Yes
Rebecca "Becky" Rebec 4010-204 Bardstown Ct Fayetteville, NC 28304 248-535-1804 Babchab6@gmail.com	2/22	2nd	Feb/26 2/28/26	No

# Home and Community Care Block Grant Committee, page 2

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible For</u> Reappointment
Aging Service Provider Kevin Walker 3420 dorado Cir #304 Fayetteville, NC 28304 734-218-1392/676-8676 kevinwalker@rdltherapeutic.com	2/22	2nd	Feb/26 2/28/26	No
Kendra Haywood 603 Sugaridge Lane Fayetteville, NC 28311 354-6743	11/21	2nd	Nov/25 11/30/25	No
Debra Kinney (B/F) 1506 Camelot Drive Fayetteville, NC 28304 491-4793/853-1510	2/22	1st full	Feb/26 2/28/26	Yes
dkinney@alliancehealthplan.org	serving unexpired ter	rm; eligible for	2 full terms on	2/28/22.
Terri Thomas <b>RESIGNED 8/17/22</b> 508 Spaulding Street Fayetteville, NC 28301	12/20	1st	Dec/24 12/31/24	Yes
Felicia Johnson 2606 Raeford Rd Fayetteville, NC 28303 910-771-4499	2/22	2nd	Feb/26 2/28/26	No
Devin Trego 1006 McKimmon Road Fayetteville, NC 28303 910-493-3449/610-223-2165 <u>devint@legalaidnc.org</u>	5/22	1st	May/26 5/31/26	Yes
Lisa Hughes 5524 Shady Pine Ct Hope Mills, NC 28348 339-6579/988-8727/484-0111 LHUGHES@CCCCOOA.ORG	11/21	2nd	Nov/25 11/30/25	No
Meagan Honaker 5427 Fountain Lane Hope Mills, NC 28348 988-8505/429-7223 mhonaker@trinity-health.org	4/21	1st	April/25 4/30/25	Yes

# Home and Community Care Block Grant Committee, page 3

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Aging Service Provider Helen Godwin 805 Retriever Court Fayetteville, NC 28311 630-3674/670-2451	12/20	2 <sup>nd</sup>	Dec/24 12/31/24	No
<u>Civic Representative</u> Bennie Bradley (B/F) 5837 Conservation Court Fayetteville, NC 28314 339-3402/624-9120 <u>Bdbradley26@gmail.com</u>	11/21	1st	Nov/25 11/30/25	Yes
<u>Elected Official</u> Frances Collier PO Box 47 Linden, NC 28356	12/20	2nd	Sept/24 9/30/24	No
<u>County Representative</u> Clarence Grier County Manager PO Box 1829 Fayetteville, NC 28302-1829	03/23	NA	NA	NA

Meets as needed at Mid-Carolina Regional Council Office, 6205 Raeford Rd. Fayetteville, NC

Contact: Tracy Honeycutt - 323-4191 x27 - Fax 323-9330 – <u>thoneycutt@mccog.org</u> 6205 Raeford Rd, Fayetteville, NC 28304



NORTH CAROLINA

### **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

#### TO: BOARD OF COUNTY COMMISSIONERS

- FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD
- DATE: 3/6/2024

### SUBJECT: MID-CAROLINA AGING ADVISORY COUNCIL (1 VACANCY)

#### **BACKGROUND**

On February 19, 2024, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Mid-Carolina Aging Advisory Council:

<u>NOMINEE(S):</u> Charles McLaurin (New Appointment)

The current membership roster for the Mid-Carolina Aging Advisory Council is attached.

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

Please appoint individual to fill the one (1) vacancy on the Mid-Carolina Aging Advisory Council.

#### **ATTACHMENTS:**

Description Mid-Carolina Aging Advisory Council Membership Roster Type Backup Material

#### MID-CAROLINA AGING ADVISORY COUNCIL

3 Year Term					
Name/Address	Date Appointed	Term	Expires	<u>Eligible For</u> Reappointment	
<u>Volunteers</u> Katherine Marable 1805 McGougan Rd Fayetteville, NC 28303 910-486-9035	10/22	2nd	Oct/25 10/31/25	No	
Wilbert J. Stitt 217 Waxhaw Drive Fayetteville, NC 28314 860-3712/850-4480 <u>Wax217@aol.com</u>	1/24	2nd	Jan/27 1/31/2	No	
Patricia Edwards 3513 Shipstone Place Apt 102 Hope Mills, NC 28348 910-751-0369	2/23	1st	Feb/25 2/28/25.	Yes	
<u>Consumers</u> Varice Love 1315 Braybrooke Place Fayetteville, NC 28314 964-3133 <u>lovevarice@aol.com</u>	2/22	2nd	Feb/25 2/28/25	No	
Jeanette Jordan Huffam 3911 W Bent Grass Drive Fayetteville, NC 28312 jhuffam@aol.com	2/22	2nd	Feb/25 2/28/25.	No	
Elected Official Jackie Warner Town of Hope Mills Mayor 4333 Legion Road Hope Mills, NC 28348 910-309-7779 jwarner@townofhopemills.com	2/22	1st	Feb/25 2/28/25	Yes	
Veterans Hospital Rep. Audrey Yvette Kizzie 5605 Goose Creek Lane Fayetteville, NC 28304 424-4697/322-3081/475-6469 ayvette@embarqmail.com	2/22	2nd	Feb/25 2/28/25	No	

Contact: Mid-Carolina Council of Governments (Contact: Tracy Honeycutt; Phone 323-4191 ext. 27; <u>thoneycutt@mccog.org</u>) 6205 Raeford Road, Fayetteville, NC 28304

Meetings: 1<sup>st</sup> Tuesday Quarterly, 2:00 PM, Various Locations -Meetings are held the last month of each quarter. (March, June, September and December)



NORTH CAROLINA

### **CLERK TO THE BOARD OF COMMISSIONERS**

### **MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MARCH 18, 2024**

### TO: BOARD OF COUNTY COMMISSIONERS

### FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 3/6/2024

#### SUBJECT: FARM ADVISORY BOARD (1 VACANCY)

#### **BACKGROUND**

On February 19, 2024, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Farm Advisory Board:

NOMINEE(S): Joey Short (New Appointment)

The current membership roster for the Farm Advisory Board has been attached.

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

Please appoint individual to fill the one (1) vacancy on the Farm Advisory Board.

#### **ATTACHMENTS:**

Description Farm Advisory Board Roster Type Backup Material

#### FARM ADVISORY BOARD

The Farm Advisory Committee was created by Resolution approved by the Board of Commissioners on April 5, 2004. Committee members were appointed by the Commissioners on June 7, 2004. Bylaws were adopted by the Commissioners on November 30, 2006, and the Farm Advisory Committee became the Farm Advisory Board. Initial terms for the Farm Advisory Board began on December 31, 2006. The initial term was for 3 years with an expiration date of December 31, 2009. (All second terms were staggered as outlined in the bylaws with 1/3 of the members appointed for a 1-year term; 1/3 of the members appointed for a 2-year term; and 1/3 of the members appointed to a 3-year term.) Determination was made at the membership meeting during the final quarter of the 3<sup>rd</sup> year by drawing lots. (Bylaws specify that terms begin January 1st and expire December 31st; members may serve an unexpired term and 2 additional terms.)

Name/Address	<u>Date</u> Appointed	Term	Expires	<u>Eligible for</u> Reappointment
<u>Farmers</u> : Ryan Kennedy 6580 Fire Department Road Hope Mills, NC 28348 910-309-0848 <u>RYAN_KENNEDY1989@Y</u>	12/21 <u>(AHOO.COM</u>	2nd	Dec/24 12/31/24	No
Tracy Gardner 6877 River Road Wade, NC 28395 850-2868	12/21	2nd	Dec/24 12/31/24	No
Craig Tyson (W/M) 5648 NC Hwy 87 South Fayetteville, NC 28306 303-2651 <u>Ctyson1965@aol.com</u>	12/21	1st	Dec/24 12/31/24	Yes
David Gillis (W/M) 2761 Gillis Hill Road Fayetteville, NC 28306 910-850-3722 <u>Contentmentfarm2761@gma</u>	12/21 <u>iil.com</u>	1st	Dec/25 12/31/25	Yes
Wayne Collier 5489 Indian Ridge Rd Linden NC 28356 980-0066/308-9197 <u>Rideriders4@embarqmail.co</u>	2/24 <u>m</u>	1st	Dec/27 12/31/27	Yes
Natural Resource Conservati	<u>on Service</u> : 12/17	2nd	Dec/20 12/31/20	No

#### Farm Advisory Board, Page 2

(Bylaws specify that terms begin January 1st and expire December 31st; members may serve an unexpired term and 2 additional terms.)

	Date			Eligible for
Name/Address	Appointed	Term	Expires	Reappointment
Farm Bureau Representative Joseph Gillis 8623 Galatia Church Road Fayetteville, NC 28304 864-9611/309-2001 MR.JHGILLIS@GMAIL.CO	12/21	2nd	Dec/24 12/31/24	No
Planning Board Representati Mark Williams 3361 South River School Ro Wade, NC 2839 485-3378 (H)/485-6678(M) <u>Mcw604@gmail.com</u>	12/21	1st	Dec/24 12/31/24	Yes.
<u>Cooperative Extension Servi</u> Liz Joseph 301 E. Mountain Drive Fayetteville, NC 321-6862(W)	<u>ce Representative</u> : 12/21	1st	Dec/24 12/31/24	Yes

Meetings: Quarterly – Second Tuesday of the first month of each quarter (Jan, Apr, July, Oct) at 7:00 PM Historic Cumberland County Courthouse, 130 Gillespie Street, Room 107C

Contact: Lisa Childers (910) 321-6880 (Planning and Inspections) Lisa\_Childers@ncsu.edu