#### **AGENDA**

# CUMBERLAND COUNTY BOARD OF COMMISSIONERS REGULAR AGENDA SESSION JUDGE E. MAURICE BRASWELL CUMBERLAND COUNTY COURTHOUSE- ROOM 564 SEPTEMBER 12, 2024

1:00 PM

#### INVOCATION - Chairman Glenn Adams

#### PLEDGE OF ALLEGIANCE

- 1. APPROVAL OF AGENDA
- 2. PRESENTATIONS
  - A. County Health Rankings Update and Preliminary Results of Community Health Needs Assessment
  - B. SouthLight Healthcare

#### 3. CONSIDERATION OF AGENDA ITEMS

- A. Adoption of the North Central Area Land Use Plan
- B. Amendments to the Local Emergency Planning Committee Bylaws
- C. Resolution for Funding Assistance for the Proposed Future Cedar Creek Water and Sewer District
- D. Resolution for Funding Assistance for the Gray's Creek Water and Sewer District
- E. Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study
- F. Request for Qualifications (RFQ) for Engineering Services for Ann Street Transfer Station
- G. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas to Energy Evaluation
- H. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas Routine Compliance Assistance
- I. Service Agreement with Smith Gardner, Inc. for Solid Waste Borrow Area Drilling
- J. Service Agreement with Smith Gardner, Inc. for Stormwater Improvements for Ammonia
- K. Service Agreement with Smith Gardner, Inc. for Solid Waste Annual Water Quality Monitoring & Reporting
- L. Service Agreement with Smith Gardner, Inc. for Solid Waste Stormwater Compliance
- M. Design-Build Contract for Government Services Parking Deck

- N. Leasing Policy
- O. Amendments to the Resolution Regarding Continued Participation in County Health Insurance by Retirees
- 4. OTHER ITEMS
- 5. MONTHLY REPORTS
  - A. Financial Report
  - B. Health Insurance Update
  - C. County Competitive Grants Update
  - D. Project Updates
- 6. CLOSED SESSION
  - A. Attorney Client Matter Pursuant to NCGS 143.318.11(a)(3)

#### **ADJOURN**

### **AGENDA SESSION MEETINGS:**

October 10, 2024 (Thursday) 1:00 PM November 14, 2024 (Thursday) 1:00 PM

#### WATCH THE MEETING LIVE

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

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



#### DEPARTMENT OF PUBLIC HEALTH

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN, HEALTH DIRECTOR

**DATE:** 9/12/2024

SUBJECT: COUNTY HEALTH RANKINGS UPDATE AND PRELIMINARY RESULTS

OF COMMUNITY HEALTH NEEDS ASSESSMENT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): JENNIFER GREEN, HEALTH DIRECTOR

#### **BACKGROUND**

Health Director Dr. Jennifer Green will provide an update on the County Health Rankings and Preliminary Results of Community Health Needs Assessment for 2024.

#### RECOMMENDATION / PROPOSED ACTION

For information purposes only. No action needed.

### **ATTACHMENTS:**

Description

County Health Rankings and Preliminary Results of CHA Presentation

Backup Material

# County Healthy Rankings and Preliminary Results of Community Health Needs Assessment

September 12, 2024
Jennifer Green, PhD, MPH
Health Director



### Community Health Assessment

- Completed every 3 years in collaboration with Cape Fear Valley Health System
- Secondary data collection
  - National, state, and county level data sets
  - County Health Rankings
- Primary data collection
  - Community survey (1,253 respondents)
  - 4 Focus groups
- Stakeholder meetings to prioritize results





### Secondary Data Methodology: Performance Relative to Benchmarks

# **Individual County Data Measures**

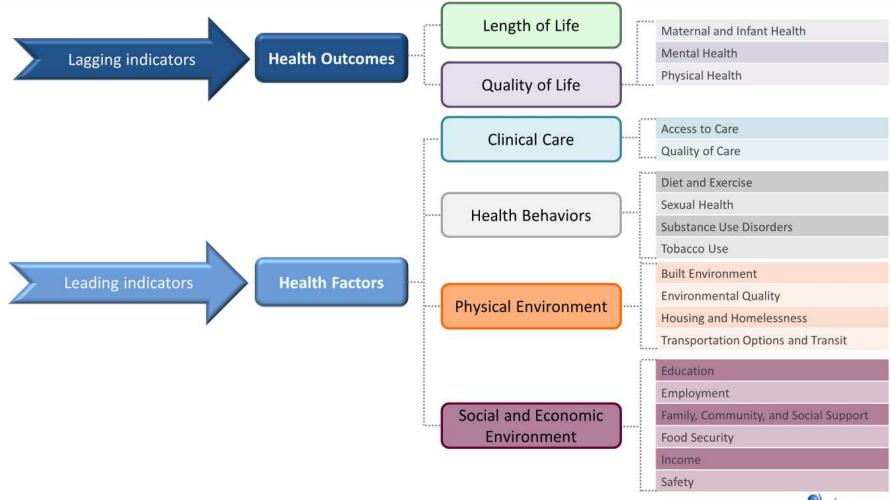
### Compare to benchmarks:\*

- National Benchmarks/County Health Rankings & Roadmaps Model of Health
- State-level benchmarks: North Carolina Data Portal



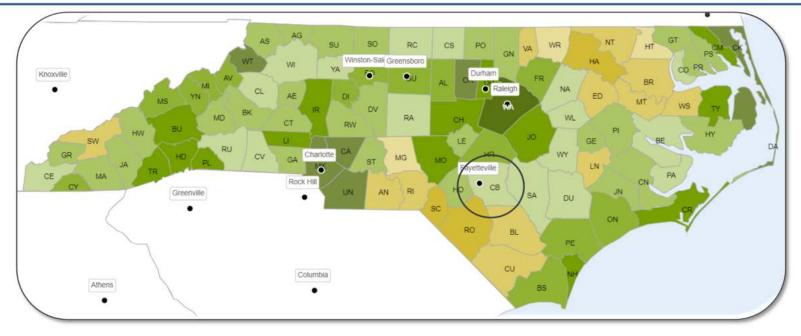


### Secondary Data Methodology: Population Health Model



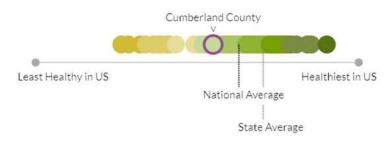


### County Overview: Health Outcomes Ratings





Cumberland County falls behind the national and state averages for health outcomes

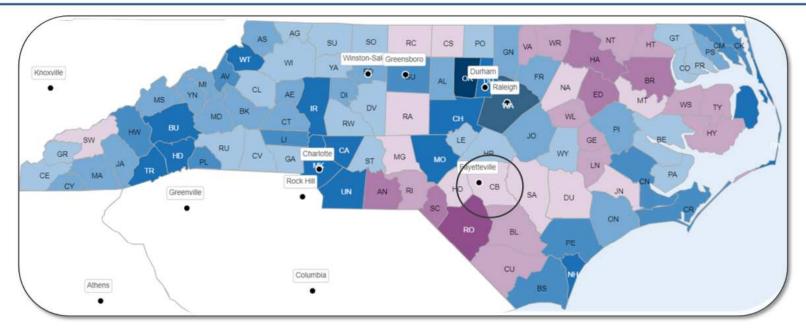


Source: Robert Wood Johnson Foundation, County Health Rankings The "Health Outcomes" category includes data indicators related to Length of Life and Quality of Life (including Mental Health, Physical Health and Maternal/Infant Health).



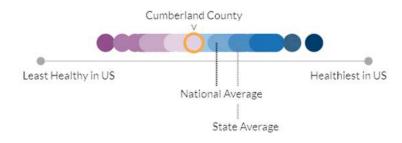


### County Overview: Health Factors Ratings





Cumberland County falls behind the national and state averages for health factors



Source: Robert Wood Johnson Foundation, County Health Rankings

The "Health Factors" category includes data indicators related to Health Behaviors (including Tobacco Use, Diet & Exercise, Alcohol & Drug Use and Sexual Activity), Clinical Care (including Access to Care and Quality of Care), Social and Economic Factors (including Education, Employment, Income, Family & Social Support and Community Safety) and Physical Environment (including Air & Water Quality and Housing & Transit).

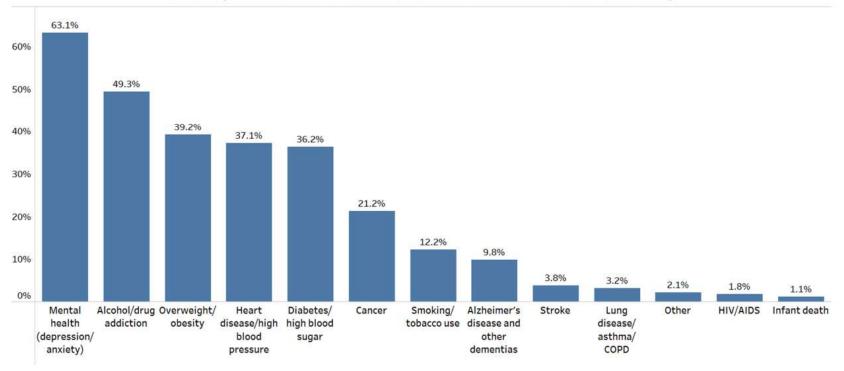




### Community Web Survey Results: Community Health Needs

Mental health (e.g., depression and anxiety), alcohol/drug addiction, and weight/obesity were identified as the top 3 health problems affecting the community. About one third of respondents also identified heart disease/high blood pressure and diabetes/high blood sugar as important health problems.

### Most Important Health Problems that Affect the Health of Your Community

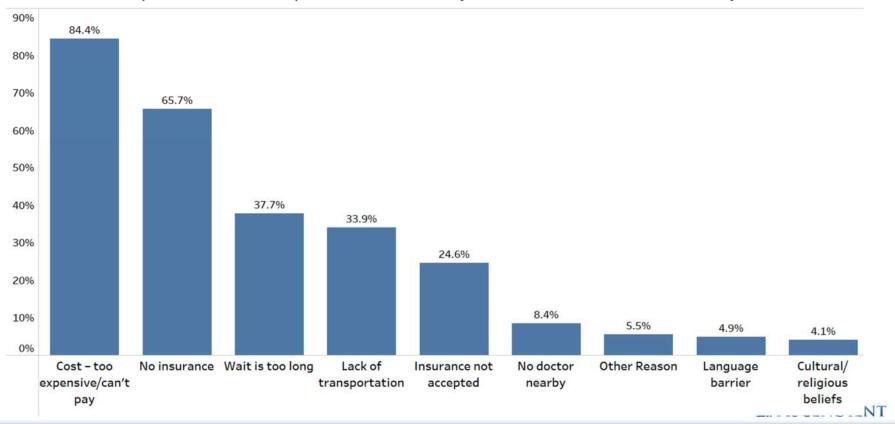




### Community Web Survey Results: Barriers to Care

Cost, insurance, and wait times were the top three barriers to receiving health care identified by the community.

### Most Important Reason People in Your Community Do Not Get Health Care when They Need It

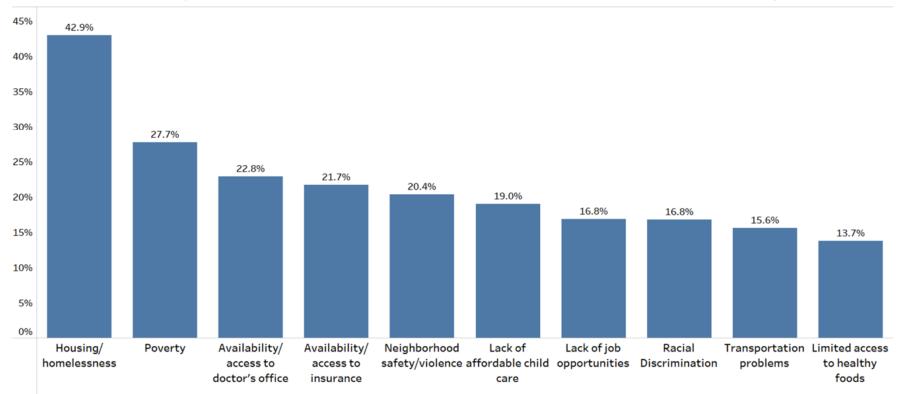




### Community Web Survey Results: Community Social/Environmental Needs

Housing, poverty, and availability and access to doctor's offices were identified as the top three most important social or environmental problems that affect the health of the community. Insurance, neighborhood safety, and affordable child care were also identified by almost one in four respondents.

### Most Important Social or Environmental Problems that Affect the Health of Your Community



### Focus Groups

As part of the CHNA process, four focus groups were conducted to learn more about the experiences of Cumberland County residents.

Location	Population	Date
Virtual	Fayetteville State University Students	May 8 <sup>th</sup> , 2024
Jeff Simpson Farm	Migrant Farmworkers	May 22 <sup>nd</sup> , 2024
Cape Fear Valley Medical Center	CFVH Employees	May 23 <sup>rd</sup> , 2024
Virtual	Military Veterans	May 29 <sup>th</sup> , 2024

- More than 20 community members provided feedback on health and social needs as well as their experiences living, working or receiving healthcare in Cumberland County.
- > Healthcare Access & Quality was identified as a common theme across these four groups. Major concerns included the high cost of healthcare; wait times for emergency care; lack of understanding how to navigate the system, particularly accessing health insurance; lack of transportation to facilities; and lack of staffing in facilities.



### Findings Review: Identified Needs by Data Source

Priority Area	Secondary Data	Community Survey	Focus Group 1	Focus Group 2	Focus Group 3	Focus Group 4
Behavioral Health: Mental Health	1	✓	✓		✓	
Behavioral Health: Substance Use		<b>✓</b>				
Built Environment					✓	
Community Safety	~		~			
Diet & Exercise	~					
Education			✓		✓	
Employment & Income	1	✓	✓		✓	<b>V</b>
Environmental Quality				✓		~
Family, Community & Social Support	✓			1		
Food Access & Security	✓					
Healthcare: Access & Quality	1	1	<b>√</b>	1	✓	<b>✓</b>
Health Equity & Literacy						<b>✓</b>
Housing & Homelessness		1			✓	
Length of Life	~					
Maternal & Infant Health	✓					
Physical Health (Chronic Diseases, Cancer, Obesity)	✓	1		✓	✓	<b>V</b>
Sexual Health	✓		1			
Tobacco Use	✓			✓		
Transportation & Transit	✓		~			<b>~</b>

Analysis on additional topics of interest for Cumberland County (Income, Mental Health, Safety and Substance Use Disorders) is currently in progress. Survey results captured here reflect major findings from the Community Health Opinion Survey questions. Red boxes indicates categories identified as high need across 4 or more data sources.

### Results of Key Stakeholder Meeting

- Key stakeholders convened on 9/5/2024 to review data and prioritize results
- 3 Priorities selected
- 1) Behavioral health, mental health, and substance use
- 2) Physical health (chronic disease, obesity, cancer, etc.)
- 3) Maternal and infant health



### **Next Steps**

- Board of Health to solicit public comment during October meeting
- Draft reports by Friday, November 15<sup>th</sup>
- Share draft reports and priorities on website for public review and comment
- Finalize feedback incorporated into reports in December
- Final reports available on website by March 2025





#### OFFICE OF THE COUNTY MANAGER

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CHAIRMAN GLENN ADAMS

**DATE:** 9/3/2024

**SUBJECT: SOUTHLIGHT HEALTHCARE** 

**Requested by: CHAIRMAN GLENN ADAMS** 

Presenter(s): KELLIE ROSS, DIRECTOR OF OPERATIONS AND ADAM HARTZELL,

**CHIEF EXECUTIVE OFFICER** 

#### **BACKGROUND**

Chairman Glenn Adams requested a presentation from SouthLight Healthcare.

### RECOMMENDATION / PROPOSED ACTION

For information purposes only.



#### PLANNING AND INSPECTIONS DEPARTMENT

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS

**DATE:** 7/11/2024

SUBJECT: ADOPTION OF THE NORTH CENTRAL AREA LAND USE PLAN

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): RAWLS HOWARD, DIRECTOR OF PLANNING AND INSPECTIONS;

TREY SMITH, COMPREHENSIVE PLANNING MANAGER

#### **BACKGROUND**

As part of the Joint Planning Board's ongoing efforts to update detailed land use plans for the County and member municipalities, Planning Staff, in collaboration with area residents, have developed a land use plan for the North Central Area of Cumberland County.

The plan area has a population of approximately 17,000, which includes the Town of Linden and the Shaw Heights community. The plan area is located to the north of the City of Fayetteville, south of the Harnett County border, east of the Town of Spring Lake's Municipal Influence Area (MIA) and west of the Cape Fear River. Plan area residents were able to learn about the plan and provide input in multiple ways. Information on the plan and information/feedback gathering surveys were available on the North Central Area website, which received over 6,228 visits. Postcards were mailed to over 4,000 addresses to announce the community kick-off meeting that had over 100 people in attendance.

The North Central Area Steering Committee met 11 times to provide staff with direction during the planning process. Stakeholder interviews were conducted with 23 area stakeholders participating. Upon draft completion, an additional 4,000 postcards were mailed out highlighting the draft and public review session that was held at the Pine Forest Recreation Center. The public draft review session had 74 people in attendance.

The Cumberland County Joint Planning Board unanimously recommended approval of the plan at their June 18, 2024, meeting. Additionally, the plan was presented to the Town of Linden on July 16, 2024, and was

adopted by their Board of Commissioners.

### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of County Commissioners review and consider adoption of the North Central Area Land Use Plan and to call for a public hearing to be held on the draft plan at the September 16, 2024, Board of County Commissioners Regular Meeting.

### **ATTACHMENTS:**

Description

Draft North Central Area Land Use Plan

Backup Material

### 



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### Acknowledgements

Preparation of the North Central Area Land Use Plan was a collaborative process involving numerous Town and County officials, area stakeholders, and community members.

Without their input, this plan would not have been possible.

### **Cumberland County Commissioners**

Glenn Adams, Chair
Dr. Toni Stewart, Vice Chair
Michael Boose
Dr. Jeannette Council
W. Marshall Faircloth
Veronica Jones
Jimmy Keefe

#### **Linden Town Commissioners**

Frances Collier, Mayor
Barbara Denning
Ronnie Maness
Betsy Small
Jonathan Collier
Larry Overby

### **Steering Committee**

Frances Collier, Mayor
Wayne Collier
Lake Wood
Brian Raynor
William Vick
Thomas Lloyd, CCJPB
Rob Patton, FCEDC
Jennifer Baptiste, City of Fayetteville

### **Cumberland County Joint Planning Board**

James Baker, Cumberland County
Gary Burton, Cumberland County
Kasandra Herbert, Cumberland County
William Walters, Cumberland County
Todd Mobley, Stedman
Susan Moody, Hope Mills
Thomas Lloyd, Linden
Jami McLaughlin, Spring Lake
Mark Williams, Wade, Falcon, Godwin
Stan Crumpler, Eastover

### **Cumberland County Planning & Inspections**

Rawls Howard, Director

David Moon, Deputy Director

Laverne Howard, Executive Assistant

#### **Comprehensive Planning Section\***

Rufus (Trey) Smith III, Planning Manager
Addie Corder, Planner III
Sarahgrace Mitchell, Planner III
Anastasia Nelson, Planner I
Samuel Bowen, Planner I
Joel Schult, Planner I

An area plan requires the knowledge and expertise of the entire planning department staff. The Cumberland County Planning Department, Addressing/Street Naming, Graphic Services, and Transportation have all contributed to this plan.

\*Section responsible for creating this plan.

### **Foreword**

The North Central Area Land Use Plan is the product of a multi-year long process to bring to life a unified vision for the area. The boundary for this plan area includes the North Central Land Use Plan (2011), Shaw Heights Land Use Plan (2008), and North Fayetteville Area Plan (2003). As the City of Fayetteville and Cumberland County have changed over time, the consolidation of the plan areas was identified as a way for County Planning Staff to serve the community more efficiently. This plan was developed through the collaboration of County Staff, Town Officials, and area stakeholders with the goal of providing a framework for thoughtful development and redevelopment in the area for the next 10 years.

The primary purpose of this plan is to serve as a guide for land use decisions while highlighting the issues most important to area stakeholders. More specifically, it provides:

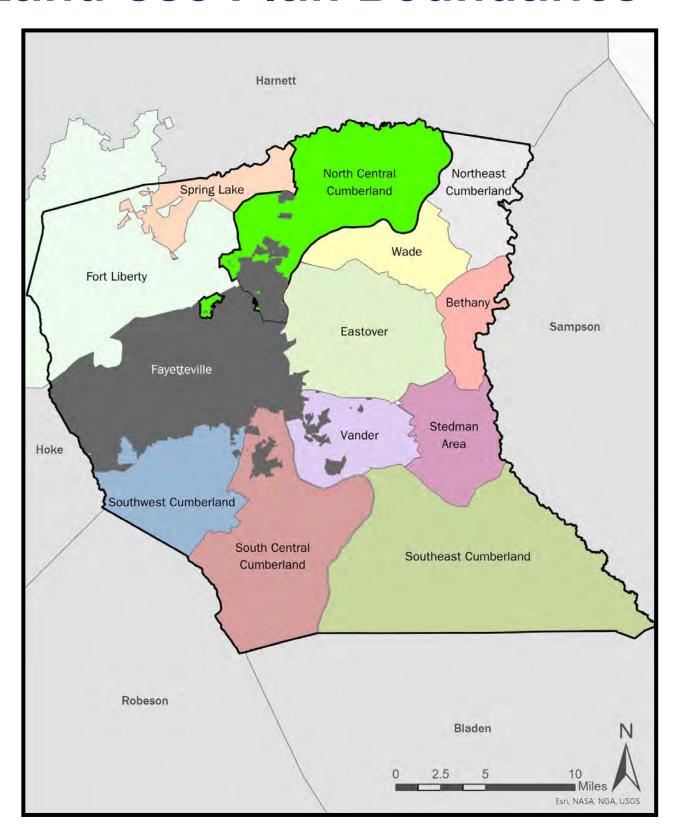
- Community Vision Community members and other area stakeholders feel that now, more than ever, the community needs a unified vision to generate and direct energy towards a common goal. A vision can do this by building a sense of identity that community members and officials can rally around.
- Guardrails for Development While the plan does not have the legal power of county and municipal ordinances, it must be consulted during rezoning and other land use decisions. The plan should set forth the guiding factors and practices that staff and officials consider.
- Tool for Garnering Resources This document not only highlights important land use considerations for the plan area but also includes tools and resources that can be leveraged by staff or plan champions to make area change. For example, potential grant opportunities are listed among the resources and key language throughout the plan may increase the area's eligibility for grant funds.

Throughout the planning process, Planning Staff had clear goals for the drafting of the North Central Area Plan:

- 1. Accurately capture and represent the community's vision.
- 2. Offer a range of suggestions to reach the community vision that are attainable in both the near and long term.
- 3. Create a plan that thoughtfully balances the need for development and redevelopment while preserving rural character.
- 4. Make the plan understandable and useful for a range of users with clear opportunities for implementation.
- 5. Provide for flexibility in the plan so that it may adapt to areas of opportunity as the area evolves.

Elected and appointed officials as well as Planning Staff will consult this plan when making future recommendations and land use decisions for the plan area. Land use plans are required by the North Carolina General Statute § 160D-501 as a condition of adopting and applying zoning regulations. This document is not legislatively or legally binding but serves as a tool to guide thoughtful growth in the area.

# **Cumberland County Land Use Plan Boundaries**



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### **Key Terminology**

### **Definitions**

- <u>Land Use</u> Generally refers to how land is used. Land use classifications have specific names which correspond to a particular color on a land use map and a particular list of compatible zoning districts. Land use classifications help indicate which zoning classifications are most appropriate in an area.
- Zoning Zoning regulations determine a set of dimensional provisions and allowable land uses according to the county or municipal code of ordinances. Uses that are not permitted must submit a zoning change to be voted on by elected bodies.
- Policy and Other Recommendations Policy recommendations are changes suggested that affect policy documents, specifically, the County Zoning Ordinance, County Subdivision Ordinance, or Town Ordinance.
- Area Stakeholders Area stakeholders may be homeowners, renters, property owners, business owners, key investors, employees, institutional representatives, infrastructure partners, or anyone with a connection to the North Central Area.

### **Key Categories**

Early engagement and data were organized by the five categories below.



#### **Land Use**

This category includes single-family homes, apartments, manufactured homes, and supportive housing.



### **Economic Development**

This category includes topics relevant for employers, employees, and developers.



#### **Public Services**

This category refers to safety, education, utilities, community development, traffic, and transit.



#### **Quality of Life**

This category refers to features like parks, medical services, retail, entertainment, and food options.



#### **Rural Character**

This category refers to agricultural operations and rural land use.

### **Planning Process**

### PHASE 1 SUMMER 2022

#### **Existing Conditions**

Information is gathered from existing plans and public data sources to understand the starting point and constraints of an area.

### PHASE 2

**FALL 2022 - SPRING 2024** 

### **Public Input**

Stakeholder goals and insights are collected through surveys and discussion to deepen knowledge of the plan area and to guide the plan's intent.

### PHASE 3

WINTER 2023/2024

#### **Drafting the Plan**

A draft plan is created using public input and staff analysis. The plan is then circulated for public feedback and edited accordingly.

### PHASE 4

**SPRING - SUMMMER 2024** 

#### Adoption

Once a final version of the plan has been created, it is presented to the Joint Planning Board, the Town of Linden, and County Commissioners for adoption.

### **Plan Timeline & Process**

The phases of the land use planning process build on one another and occasionally overlap. The process for creating the North Central Area Land Use Plan followed the framework in the chart.

### Community Kickoff Meeting

An open house event designed to share and gather information from community members on the goals and vision for the plan area, as well as existing conditions data.

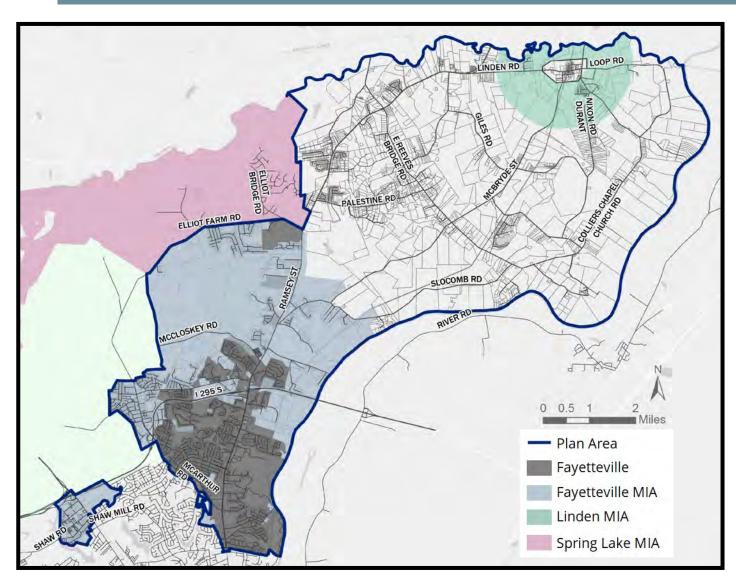
### Community Stakeholder Engagement

Stakeholders from 4 different groups (infrastructure, public services, economic development, housing) are interviewed to dive deep into the needs and challenges in the area and to brainstorm land use based solutions.

### Draft Review Session

After the plan is drafted, community members have an opportunity to review the plan and provide feedback at the draft review session.

### Plan Area Overview



### Plan Area Map

A plan can be a powerful tool if frequently consulted by elected officials and by plan champions; however, there are limits to what a plan can do. A plan cannot change the zoning, property tax owed, or use of a property. It also does not guarantee development will occur or that a specific retailer or development will come to the area.

The interlocal agreement between the County Planning Department and the municipalities it serves states that "The Joint Planning Board will make, or cause to be made under its supervision, the basic studies necessary to maintain a continuing long-range comprehensive program." The Comprehensive Planning Section has been tasked with completing and updating detailed land use plans for each area of the County. These plans help guide Planning Staff and governing boards to make land use decisions that preserve and promote the values intrinsic to Cumberland County.

### **Area History & Context**



The combined plan areas, North Central Land Use Plan, North Fayetteville Area Plan, and Shaw Heights Land Use Plan, have been some of the fastest growing areas in Cumberland County since the 1980's. Over the past 20 years, a significant portion of the North Fayetteville Area has been annexed into the jurisdiction of the City of Fayetteville as opposed to when a greater share of the area was unincorporated and under the jurisdiction of Cumberland County.

Approximately 54% of the previous North Fayetteville Area Plan and 12% of the most recent North Central Land Use Plan is under the City of Fayetteville's jurisdiction. The plan area boundary remains the same but has been adjusted with consideration to the unincorporated pockets that exist south of the current city limits.



### **Area History & Context**

The North Central Area includes the area in and around the Town of Linden which was originally part of a land grant issued by King George II in 1744. Around 1800, settlers started arriving as the railroad was built, and local landowner D.L. McBryde subdivided and sold off land, intending to spur residential and commercial growth in the region. By 1896, the community consisted of the Little River Academy, the Sardis Presbyterian Church, a handful of family homes, and a post office called "Linden." Linden and the surrounding area have always been heavily involved in agriculture and agricultural processing. This is mainly due to the area's fertile soils and advantageous connectivity to rail lines and roads. Currently, the population of the Town of Linden is about 130. However, many people in the surrounding agricultural area who have a Linden ZIP code heavily associate themselves with the Town of Linden.

Shaw Heights is an unincorporated neighborhood in Cumberland County, bordered on all sides by the City of Fayetteville and in close proximity to Fort Liberty. These conditions have led to difficulties in obtaining services and enforcing local ordinances in the neighborhood. This is a highly trafficked area due to its proximity to Bragg Boulevard, Fort Liberty, and the Murchison Road Corridor. Murchison Road is one of the main paths between Fayetteville and Fort Liberty and sees an average of 15,000 trips a day.

In 2020, The Cumberland County Community Development Department published a NRSA (Neighborhood Revitalization Strategy Area) Plan for the Shaw Heights neighborhood. NRSA plans offer communities some flexibility when applying for grants or pursuing economic development opportunities. Some of the ideas and recommendations that resulted from this study are land-use based and may be referenced or repeated in this land use plan.







### **Previous Plans**

### North Central Land Use Plan (2011)

This is the most recent land use plan for the North Central Area. This plan served as a starting point for the planning process as previous recommendations and polices were reviewed for status of completion.

# 2030 Growth Vision Plan (2009) & Cumberland County Land Use Policies Plan (2009)

These are the latest county-wide plans. The Cumberland County Land Use Policies Plan serves as an addendum to the 2030 Growth Vision Plan. The goals and intentions of these plans may be referenced as a starting point during the development of this plan.

### **Shaw Heights Land Use Plan (2008)**

This is the most recent land use plan for Shaw Heights. This plan served as a guide for development within the plan boundary. Because the North Central Area boundary was updated to include Shaw Heights, this plan served as a starting point for the planning process.

### Neighborhood Revitalization Strategy Area (NRSA) Plan (2020)

The Cumberland County Community
Development Department prepared
a Neighborhood Revitalization Strategy Area
(NRSA) plan for the Shaw Heights. This plan serves
to promote investment, development of
infrastructure, as well as addresses decline and
steps to eliminate blighting conditions in the area.
Recommendations in the NRSA Plan were
considered when creating this plan.

### North Fayetteville Area Plan (2003)

This is the most recent land use plan for the North Fayetteville Area. Because the North Central Area boundary was updated to include North Fayetteville, this plan served as a starting point for the planning process.

### City of Fayetteville's Future Land Use Plan (2020)

This is the most recent land use plan for the City of Fayetteville. The County does not have jurisdiction to regulate land use decisions in the City of Fayetteville, but due to the city's proximity to the plan area, the document was reviewed for considerations and recommendations that could also be useful.

### Harnett County's Comprehensive Growth Plan (2015)

The Harnett County Comprehensive Growth Plan, completed in 2015, describes recent changes and future goals in the area. As the adjacent northern neighbor to the North Central Area, the changes and goals of Harnett County provide important context when planning for the North Central Area.

### Fort Liberty Joint Land Use Study (JLUS) (2018)

The Fort Liberty Joint Land Use Study was prepared by Benchmark Planning for the Fort Liberty Regional Land Use Advisory Commission. It contains relevant information and restraints that may need consideration due to the proximity of Fort Liberty to the plan area.

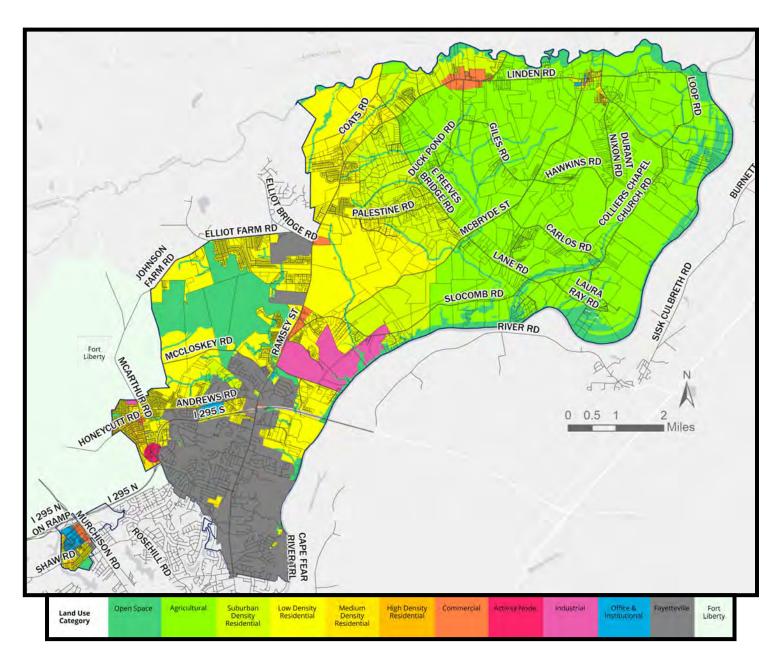
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# PHASE 1

### **Existing Conditions**

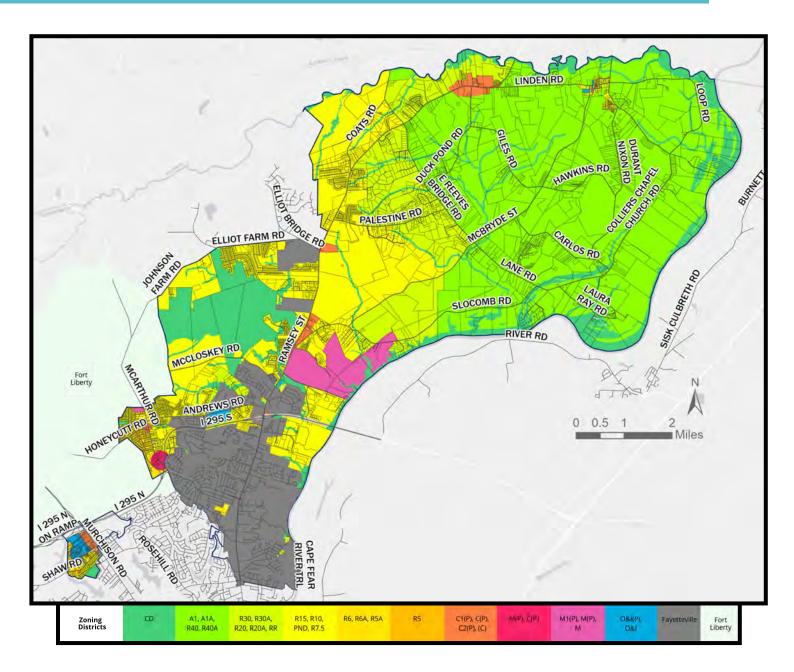
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### **Existing Future Land Use Map**



This map shows the current future land use classifications for the North Fayetteville Area Plan (2003), Shaw Heights Land Use Plan (2008), and North Central Land Use Plan (2011).

# **Current Zoning Map**



This map shows the current zoning classifications for the North Central Area.

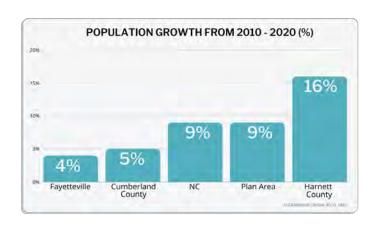
Zoning dictates the maximum allowable use of land. Development can be less dense than the current zoning but cannot exceed the density called for in the Zoning Ordinance.

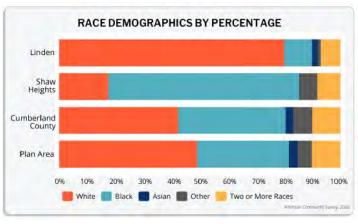
### **Population Demographics**

#### **Population**

There are approximately 17,094 residents in the North Central Area. This is a 9% increase in population since 2010 when the area population was approximately 15,697 residents. This rate of growth is higher than what Cumberland County saw (5%) as well as the City of Fayetteville (4%). Neighboring Harnett County saw a population increase of 16% from 2010 and 2020 due to development pressures and opportunities surrounding the Triangle. This growth trend signifies that the North Central Area is likely to see continued population increase as Harnett County and Fayetteville continue to grow.

The Town of Linden has approximately 136 residents as of 2020 which is a 5% increase from 2010 when there was 130 residents. The Shaw Heights community has approximately 842 residents which is a 27% decrease from 2010 when there were 1,149 residents in the neighborhood.





#### Race

The North Central Area is 49% White, 33% Black, 3% Asian, 10% two or more races, and 4% identify as other. Comparatively, Cumberland County is 42% White, 38% Black, 3% Asian, 10% two or more races, and 5% identify as other. The Town of Linden is 80% White, 10% Black, 2% Asian, 7% two or more races, and 1% identify as other. Shaw Heights is 68% Black, 17% white, 8% two or more races, and 5% identify as other.

#### Age

The North Central Area is relatively young with the greatest share of the population in the under 20 age group (32%), followed by the 20-39 age group (26%), the 40-59 age group (24%), the 60-79 age group (15%), and lastly the 80+ age group (2%). The large presence of the under 20 age group and the 20-39 age group indicates there is likely a large population of young families in the North Central Area.

#### Plan Area Population Quick Facts American Community Survey Data, 2020



Identify as Hispanic of any Race



Are Veterans



Are under the age of 20



Identify as living with a disability



Have a High School Diploma or GED



Have a Bachelors Degree

### **Housing Data**

#### **Housing Trends**

The North Central Area is predominately residential in nature with the 28311 North Fayetteville ZIP code serving as a more urban area while the 28356 Linden ZIP code is mostly rural. In the plan area, there are approximately 7,227 residential units. Of those units, 91% are occupied, resulting in a 9% vacancy rate. Comparatively, Cumberland County has a vacancy rate of 9.3%, and North Carolina has a vacancy rate of 11.6%.

The North Central Area is home to a mix of homeowners (54%) and renters (46%). There is a higher renter market in the plan area and in Cumberland County than in the State (34.3%), but that is likely attributed to the proximity of Fort Liberty and the transient lifestyle the armed forces often requires.

#### **Home Values**

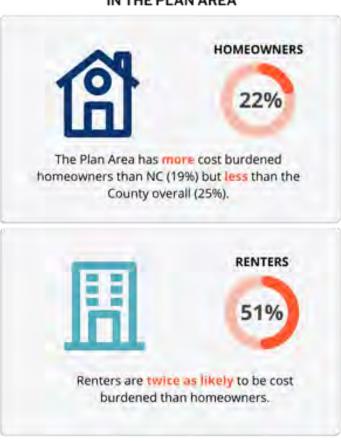
In the 28311 ZIP code, the median home value listing price is approximately \$240,000. In the 28356 ZIP code, the median home value listing price is approximately \$330,000. Comparatively, Cumberland County has a median home value listing price of \$219,900. Housing values have increased notably since 2020.

#### **Affordability**

Approximately 36% of the North Central Area households are considered housing cost burdened, meaning these households spend 30%

or more of their income on housing. In general, renters are more likely to be cost burdened than homeowners. Of all homeowners in the area, 22% are considered cost burdened, while 51% of all area renters are considered cost burdened. Due to recent economic inflation, there may be an uptick in cost burdened households in all communities.

#### COST BURDENED HOUSEHOLDS IN THE PLAN AREA



#### Plan Area Housing Quick Facts

American Community Survey Data, 2020, \*Realtor.com Housing Data, October 2022



28311 Median Listing Home Price\*



28356 Median Listing Home Price\*



% of Housing Stock Built Prior to 2010



% of Cost Burdened Residents

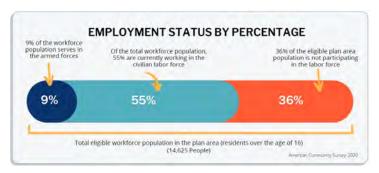


Average Household Size



Average Household Income

### **Economic Development Data**



#### **Workforce Population**

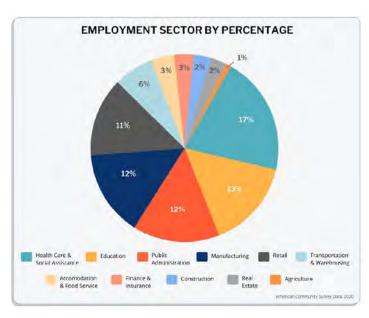
Of the eligible working population in the plan area, 64% is in the active labor force. Within the active labor force, 55% of the plan area population is employed in the civilian labor force, and 9% are employed through the armed forces. The North Central Area has a smaller armed forces population than Cumberland County overall (12%), but it is still much higher than North Carolina's population of people serving in the armed forces (1%). In Linden, 60% of the population is in the civilian labor force; similarly, 59% of the population in Shaw Heights is in the civilian labor force as well.

#### **Labor Force & Employment Sector**

The most common employment industry in the plan area is healthcare and social assistance (17%). Educational services are second-highest (13%), then public administration (12%) and manufacturing (12%). The most common industry residents of Linden are employed by is retail 21%), followed by educational services (15%), then manufacturing (12%) and construction (12%).

In Shaw Heights, the most common industry that residents are employed by is accommodation and food services (20%), followed by retail (17%), then health care and social services (16%). As of September 2022, the unemployment rate was 5.8% in Cumberland County, which is higher than the State of North Carolina which has an unemployment rate of 4.8%. The Town of Linden has an unemployment rate of 2%.

The largest industrial node of the North Central Area is home to the Goodyear Tire Plant, which is the 6th largest employer in the County with approximately 2,500 employees. Other large county employers are present in the North Central Area including Cape Fear Valley Health System, Cumberland County Schools, Wal-Mart, and Food Lion.



#### North Central Area Employment Quick Facts

American Community Survey Data, 2020, \*Federal Reserve Economic Data 2022



Unemployment Rate\*



Active in the Workforce



Serve in the Armed Forces



Work in the Civilian Labor Force



Average Commute Time to Work



Drive a Personal Vehicle to Work

### Agriculture Data

#### Agriculture

Agriculture is an important industry in Cumberland County. Only 1% of North Central Area residents work in the agricultural industry but approximately half of the plan area (49%) is enrolled in the Present Use Value program, indicating agricultural lands in the plan area. North Carolina ranks in the top five for several commodities, including: No. 1 in sweet potatoes; No. 2 in turkeys; No. 3 in hogs and pigs; No. 4 in cucumbers and broilers; and No. 5 in peanuts, upland cotton, bell peppers, and burley tobacco. All of these commodities are being produced in Cumberland County.

#### **Agriculture Land Programs**

Present Use Value (PUV) is a deferred tax program available to landowners that uses the value of land in its current use as agricultural, horticultural, or forest land, 49% of the North Central Area is enrolled in PUV. Land in PUV isn't in a conservation easement agreement & can be developed at any time, but it does serve as an indicator of agricultural activity present in the plan area. The Cumberland County Voluntary Agricultural District (VAD) is a program where farmers can enroll their farms to encourage the preservation of farmland. 5% of the North Central Area is enrolled in VAD.

#### **Cumberland County Agriculture Quick Facts**

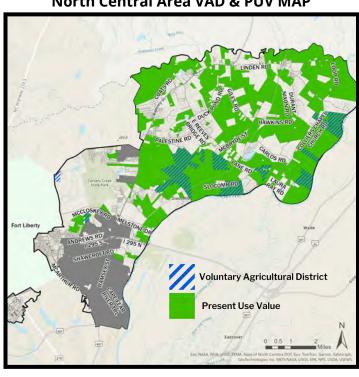
Cumberland County Cooperative Extension, 2022

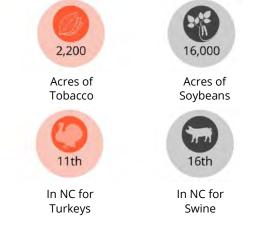
#### 8,500 Acres of Acres of Wheat Corn 18th In NC for In NC for **Sweat Potatoes** Vegetables

#### **Preserving Rural Character**

The North Central Area is sandwiched between two areas that are developing rapidly, pressuring wildlife habitats and active farmland. Tactics such as the use of conservation subdivisions, enrolling property in the Voluntary Agricultural Program, or entering land into a permanent conservation easement are all tools for stabilizing and preserving rural character in the area.

#### **North Central Area VAD & PUV MAP**





**Broilers Raised** 

4 Million

8,300

Acres of

Cotton

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# PHASE 2

### Outreach & Engagement

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# Public Engagement

Goals

#### **Build a Foundation of Knowledge**

Present to the public a synopsis of the existing conditions in the area utilizing census data, charts, and maps.







Share Data & Meeting Results Online

#### **Diverse Community Input**

Capture feedback from a diverse group of stakeholders which reflects the composition of the North Central Area.





Conduct Online Surveys



Host Community Meetings

#### **Keep Land Use in Mind**

Discuss topics of land use, development, redevelopment, and preservation in each category of conversation.





Use Maps & Other
Engagement Exercises to
Relate Discussion to Land Use

#### **Explain Options & Tradeoffs**

Describe policy options and the cost and benefits associated with different choices to spur creativity while remaining realistic.







Use Visuals & Exercises to Show the Constraints & Cost of Decisions

#### **Create a Relationship**

Share resources and findings online to widen engagement and continually engage participants to build transparency and trust.





Use Follow Up Communication & Transparency to Build Trust

#### **Engagement Accountability**

The success of the engagement process is based on the volume, diversity and attitude of engagement received. Below is a summary of engagement efforts utilized throughout the planning process:

- Postcards were sent to over 4,000 addresses to announce the start of the planning process & the community kickoff meeting.
- Approximately 100 community members attended the Community Kickoff Meeting at Pine Forest Recreation Center on November 1, 2022.
- **70** Values Surveys were completed by community members & property owners.

- The North Central Area website received over
   6,228 visits from October 17th, 2022 with supporting pages seeing additional interaction.
- 23 community stakeholders participated in the Stakeholder Interviews in late October/ early November 2023.
- **85-95** people attended the drop-in draft plan review session held on April 30, 2024 at Pine Forest Recreation Center.

# **Public Meetings**

#### **Steering Committee Meetings**

A steering committee was developed for the plan area of members from various capacities and interests (Planning, Economic Development, Agriculture, Public Health, etc.). This committee guided Cumberland County Planning Staff through the planning process and provided technical insight ensuring materials and deliverables accurately represented the various needs of the plan area. Steering Committee meetings were held from September 2022 through January 2024.

#### **Community Kickoff Meeting**

Held November 1, 2022, the North Central Area Land Use Plan Community Kickoff Meeting was a four-hour long open house designed to share and gather information with area community members. Approximately 100 people attended the meeting and interacted with posters on topics including population & housing, economic development, public services & quality of life, and rural character preservation.

#### **Stakeholder Engagement Interviews**

Meetings with individual stakeholders took place beginning mid-October 2023 through early November 2023. Meetings included conversations focused on topics such as infrastructure, services, economic development, and housing. Each stakeholder responded to each topic as it applied. Nearly sixty stakeholders were identified in the North Central Area and twenty-three were interviewed.

#### **Draft Review Session**

Held April 30, 2024, the North Central Area Draft Review Session was a four-hour long open house designed to exhibit the draft plan and recieve feedback on the content and the Future Land Use Map. Approximately 85-95 people attended the meeting and interacted with staff regarding plan highlights and their concerns. A questionnaire was provided to gather further input and concerns.









# **Online Outreach Efforts**

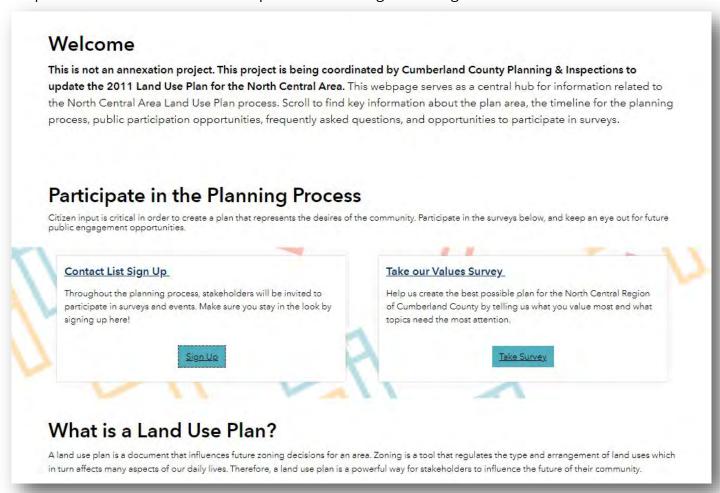
#### **North Central Area Website**

To be more accessible to those who could not attend meetings and to provide more regular information to the public, Planning Staff developed an online interface through ArcGIS Hub that served as a central website for the planning process. Through this website, staff shared area data and kickoff meeting results. Users were also able to take a values survey, leave comments on the website for Planning Staff to review, and sign up for plan updates.

The website was comprised of 4 different pages including information about the planning process and data about the North Central Area. At the time of publication, the website received over **6,228** visits.

#### **North Central Area Website Home Page**

https://north-central-area-land-use-plan-cumberlandgis.hub.arcgis.com/



### **Housing & Population**

#### **Population & Housing Kickoff Station**

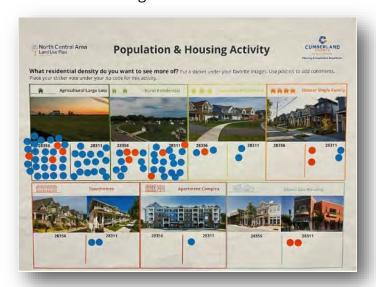
The Population & Housing Station provided area statistics on the residents, housing, and residential land use in the North Central Area. Activities at this station included a scale bar question about population growth, strength and weakness questions about housing, and a picture-based survey about residential density types.

#### **Population Activity**

Attendees also voted on how they felt about the population growth in the plan area by ZIP code. 28356 resident responses about population growth were mostly skewed towards too much population growth while some felt that the population was just right. In the 28311 ZIP code, residents had mixed opinions on the population growth with half of the responses noting too much population growth.

#### **Housing Activity**

At this station, attendees noted the amount of housing and housing value were strengths in the plan area while housing affordability was mostly perceived as a weakness. Attendees had split responses on whether housing quality was a strength or weakness. Senior supportive housing access was perceived as a weakness in the plan area. Attendees also voted on what residential density they preferred within the plan area. Both the 28311 and 28356 ZIP codes selected agricultural large lots and rural residential lots as their preferred density in the area. Suburban residential lots received a few votes for both ZIP codes. In the 28311 ZIP code, denser single family lots, townhomes, apartment complexes, and mixed use housing also received votes.



#### **Values Survey Results**

Of the 51 respondents who answered the question regarding housing topics, 31 of them (61%) picked "Supporting redevelopment of existing housing" as one of their top 3 most important topics. The other topics viewed as most important were "Increasing senior and supportive housing options" (25 respondents or 49%) and "Increasing home values" (23 respondents or 45%). Only 7 of the 51 respondents (14%) chose "Encouraging the

development of new housing" as one of their top priorities. This also aligns with numerous comments received on the Values Survey that indicated that people were attracted to the area because of its quiet and rural nature. This section had the lowest response rate of any question asked in the Values Survey, 73% of survey respondents answered this question.

\*See appendix for individual questions and responses.

### **Economic Development**

#### **Employment Trends & Sectors Kickoff Station**

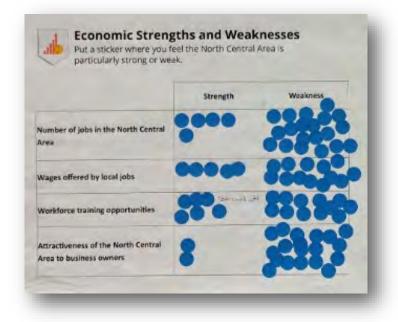
The Employment Trends & Sectors station provided statistics on the labor force in the North Central Area, how many people are working, and what capacity/industry they are employed with. Activities at this station included strength and weakness questions about area business and economics as well as an open-ended comment box asking what participants felt was the greatest economic opportunity in the area.

#### **Economic Opportunity Activity**

When asked what the greatest economic opportunity for the North Central Area was, respondents noted things including agriculture & farming, manufacturing, small businesses, and bringing tourists to the area for things like parks & recreation.

#### **Economic Strengths & Weaknesses Activity**

At this station, attendees voted on whether they felt the number of jobs, wages offered by jobs, workforce training opportunities, and attractiveness for business owners in the North Central Area was considered a strength or weakness. Across categories, respondents noted that economic development indicators were perceived as a weakness.



#### **Values Survey Results**

Of the 70 survey respondents, 52 answered this question, making it the category with the second-lowest response rate. The two most popular responses by a wide margin were "Encouraging workforce education and training" (41 votes, 79% of respondents) and "Increasing job opportunities" (33 votes, 63% of respondents). In the more general, long-form sections of the Values Survey, there was a split between residents regarding

whether new commercial development should occur, and what the development should be like when it does occur. One suggestion was the addition of a quality grocery store in or very close to the Town of Linden so that residents did not feel compelled to drive to Fayetteville or Dunn for everyday needs.

<sup>\*</sup>See appendix for individual questions and responses

### **Public Services & Quality of Life**

### Public Services & Quality of Life Kickoff Station

The Public Services & Quality of Life station provided statistics on public service providers in the North Central Area, including public utility providers and first responders. For quality of life, the station covered topics including childcare, education, and healthcare access. The activity at this station was a strength and weakness voting question about public services providers as well as quality of life indicators.



#### **Public Service Activity**

For Public Services indicators, participants voted that public transportation, road quality, walkability, supportive services, and utility quality & access were weaknesses in the North Central Area. Participants had mixed opinions on police services, educational quality and access, and emergency preparedness with split votes on those being a strength or a weakness. Participants generally viewed fire services as a strength. Although folks had mixed feelings about public services in the area, one participant noted that just because something may be perceived as a weakness doesn't mean the community wanted to see improvements.

#### **Quality of Life Activity**

Most Quality of Life indicators were perceived as a weakness. Quality food options, internet access, childcare options, outdoor recreation options, community-based events, and entertainment options for adults received more votes for weakness as opposed to strength. Participants had mixed opinions on entertainment options for kids with about half of the responses indicating it to be a strength and the other half indicating it to be a weakness.

#### **Values Survey Results**

Overall, survey respondents were very enthusiastic about the Public Services and Quality of Life topics. Of the 70 surveys taken, these topics received 65 and 61 responses respectively. Under the Public Services category, 47 of the 65 respondents (72%) indicated that "Education quality" was one of their most important priorities, and 44 respondents (67%) indicated that "Safety services" such as fire, EMS, and police were an

important priority. "Traffic management" received 37 votes, echoing comments received in other sections of the Values Survey. Two of the Quality of Life topics also stuck out to respondents: "Internet options" (40 responses, or 65%) and "Quality food options" (38 responses, or 62%). "Access to public parks" and "Accessible medical services" were also valued highly by a majority of respondents, with 31 (51%) and 32 (52%) votes, respectively.

\*See appendix for individual questions and responses.

# Engagement Results SWOT Results

SWOT stands for strengths, weaknesses, opportunities, and threats. In planning, a SWOT analysis is commonly used to make residents and stakeholders think critically about the conditions of their community and realistic goals for its future. For this activity, we asked participants at the kickoff meeting to put sticky notes with their thoughts in each category and indicate support for other participants' ideas with tally marks to avoid redundancy.

with tally marks to avoid redundancy.	\
5	VV
<ul> <li>Outdoor activities (state parks and trails)</li> <li>Open space, security, forest</li> <li>Sense of community</li> <li>Watershed, Police/Fire</li> <li>Wildlife, wooded area until everyone else moves to our area</li> <li>Quiet area</li> <li>Space and farmland</li> <li>Less developed areas, more rural</li> <li>Rural character</li> <li>Open space, woodland</li> <li>Calm peaceful living compared to fast paced city life</li> </ul>	<ul> <li>Infrastructure money for internet from McBride to Colliers/Lake Teresa area</li> <li>Stormwater runoff, beaver dams</li> <li>Senior living facilities</li> <li>Lack of services, parks, and garbage/recycle sites</li> <li>Lack of lot size guidelines (long skinny rectangles)</li> <li>Public transit opportunities</li> <li>Traffic, internet</li> <li>Internet</li> <li>Crime (shootings), roads don't keep up with community growth</li> <li>Post office</li> <li>No internet, need a larger post office</li> </ul>
0	T
<ul> <li>Need more water and sewer lines</li> <li>Need sewer lines in older subdivisions</li> <li>Rail access on Ramsey Street</li> <li>Wildlife preservation</li> <li>Location - close to Fort Bragg, easy access to 295</li> <li>Annexation!!! We need change!</li> <li>Running/walking trails</li> <li>More growth, quality growth, Farms that grow food for the community</li> <li>School capacity</li> <li>Widen the roadways</li> </ul>	<ul> <li>Haphazard overdevelopment</li> <li>Multifamily apartments/townhomes</li> <li>Loss of tree coverage and nature</li> <li>Developers and county staff asleep at the wheel</li> <li>Lack of balance between tax base and services being delivered</li> <li>Maintain woodlands and wetlands, Prioritize preserving the natural habitat and quality of life over growth</li> <li>Struggle between the county and the city – neither wants to spend money to improve</li> <li>Simmons AAF Flight Patterns, done with cracks in sheetrock</li> <li>We will never tolerate being annexed by the City of Fayetteville</li> <li>Building more homes/Loss of woods</li> <li>Wetlands</li> <li>Do-gooders trying to "improve" Linden</li> <li>Fayetteville</li> <li>No more population growth!</li> <li>Hunters/dogs running on other's land</li> <li>Stormwater runoff, uncontrolled developers</li> </ul>

### Stakeholder Interviews

#### **Area Stakeholder Interviews**

Stakeholder interviews can often provide valuable feedback regarding the North Central Area. Through the input received, additional information about what the North Central Area may need or what the stakeholder can potentially contribute to the growth of the North Central Area. Stakeholders are often residents, organizations, businesses, and agencies who demonstrate an interest in or may highly affect the area through economic development, infrastructure, housing, and/or services

\*See appendix for stakeholder engagement summary.

"Development is coming to the 401N area, how it is managed and promoted is key for the area's interests."

"Buffering of development from different uses is needed."

"Expansion of Linden community important."

"Development should occur in the areas with urban services already prevalent."



**Draft Review Session** 

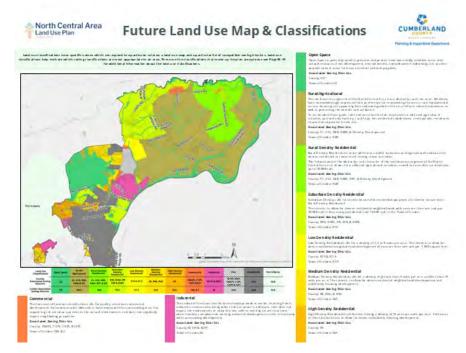
#### **Draft Review Session**

The initial public release of the draft plan occurred on April \_\_ via the plan website, accompanied by promotion from the County Public Information Office. Postcards were mailed to property owners regarding the posting of the plan draft on the county website and the date of the draft review session. Community members were encouraged to attend and provide feedback

On April 30, 2024, the Draft Review Session took place at the Pine Forest Recreation Center from 4pm to 8pm, attracting 85-95 attendees, including residents, stakeholders, and steering committee members. The session adopted a drop-in format where various stations were set up to spotlight key components of the plan,

North Central Area Plan Recommendations How Were Recommendations Determined. ecommendations were formulated based on input from public engagement as well as internal nuivews of existing governing documents such as the Zoning and Subdivision as for the County and Town of Linden. Recommendations within the plan were ranked with High? "Medium" or "Low" pécinies based upon how directly they retet so land us gly often issues are addressed, this is primarily a land use plan and is not comprehensive in nature. This poster reflects only apprison of the recommendations given a high priority ranking by planning staff. Commercial **Economic Development**  Amend ordinances to encourage road side exposure for small businesses while continuing to keep signage aesthetically pleasing. Update ordinance to encourage road-side exposure for small businesses Community Appearance **Public Services & Infrastructure**  Protect the plan area's rural character through then encouragement of farming, utilization of the Voluntary Agricultural District Program, low-density development, and community. Collaborate with utility providers to extend high quality, efficient, and affordable water and/or sewer services to the plan area. Development **Shaw Heights**  Increase green spaces and buffering requirements between industrial and residential areas to balance development and rural character. . Provide commercial areas to serve the immediate neighborhood and the Allow a transition from manufactured homes to a more permanent ho type. Encourage Cumberland Country Schools to redistrict school assign areas in the plan area as schools are becoming overpopulated and are being affected by high student to teacher ratios. Weigh options of sewer system versus community septic. Town of Linden Consider collaborating with Harnett County to create like policies for utility management. Provide recreation facilities more centralized to the area and near the Town
of Linden. Apply for funds and programs to expand needed services (water, sewer) septic, internet, etc.) through local/state/regional partners.
 Collaborate with developers and/or utility providers to cost-share to expand needed services (water, sewer /septic, internet, etc.).

covering topics such as About Land Use Planning, the Future land Use Map & Classifications, Goals & Objectives, Recommendations, and specifics concerning the Town of Linden and Shaw Heights.



Representatives from the Cumberland County Planning & Inspections Staff, including those from Comprehensive Planning, Current Planning, and the Fayetteville Area Metropolitan Planning Organization (FAMPO), were present to provide information and assistance. Attendees were provided with feedback questionnaires to express their concerns and comments on the draft and Future Land Use Map. Valuable input was gathered from these questionnaires, resulting in modifications to the North Central Area Draft Plan and the proposed Future Land Use Map.

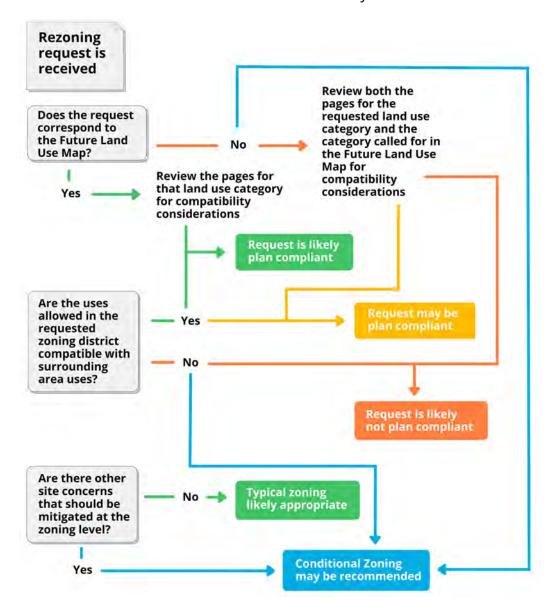
\*See appendix for draft review session summary.

# PHASE 3

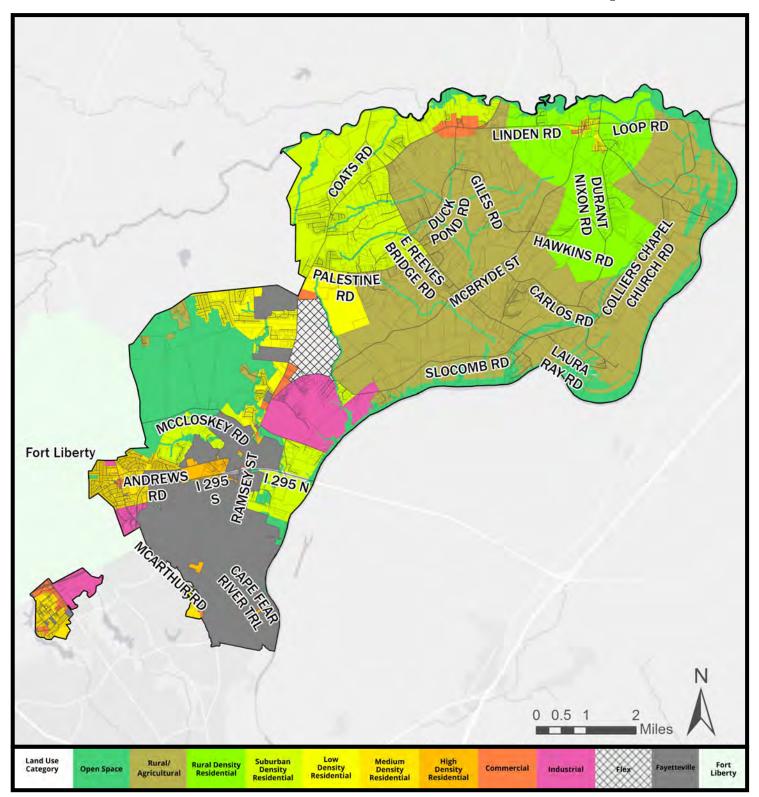
# Future Land Use Map, Classifcations, Goals & Objectives

34	Goals & Objectives	50
38	Land Use	
	Open Space	51
39	Rural and Agricultural	52
40	Residential	53
41	Commercial	54
42	Industrial	55
43	Community	
44	Transportation	56
45	Community Appearance	57
46	Community Facilities & Services	58
	Carvers Creek State Park	59
	Town of Linden	63
40	Shaw Heights Neighborhood	72
	38 39 40 41 42 43 44 45 46 47 48	Open Space Open Space Rural and Agricultural Residential Commercial Industrial Community Transportation Community Appearance Community Facilities & Services Carvers Creek State Park Town of Linden Shaw Heights Neighborhood

The ultimate goal of a quality land use map is to reflect a combination of land uses that enhance the community, preserve the existing natural environment, and plan for equitable and sustainable growth. This is done by indicating where the various land uses or proposed developments should occur and how they will blend with existing conditions. The future land use map outlines the desired future land use for the North Central Area. This map takes into consideration the Steering Committee recommendations as well as the desires of the community and area stakeholders to have growth occur in certain areas where existing or nearby infrastructure can support development while maintaining the rural character of other portions of the plan area. As future development takes place, additions or modifications to infrastructure (especially public water and sewer) are made, or natural events occur, this map should be re-evaluated and amended when necessary.

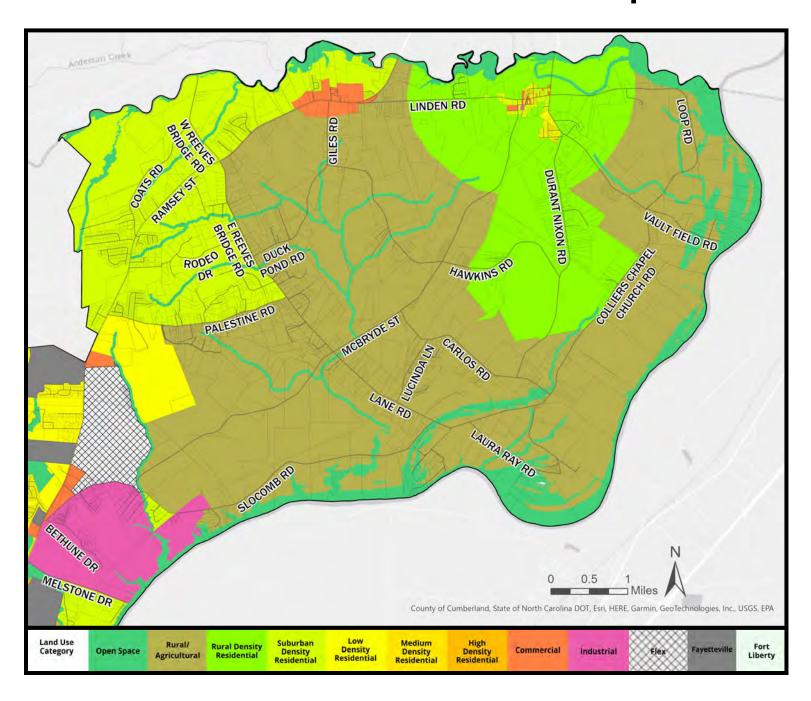


### **North Central Area Land Use Plan Map**



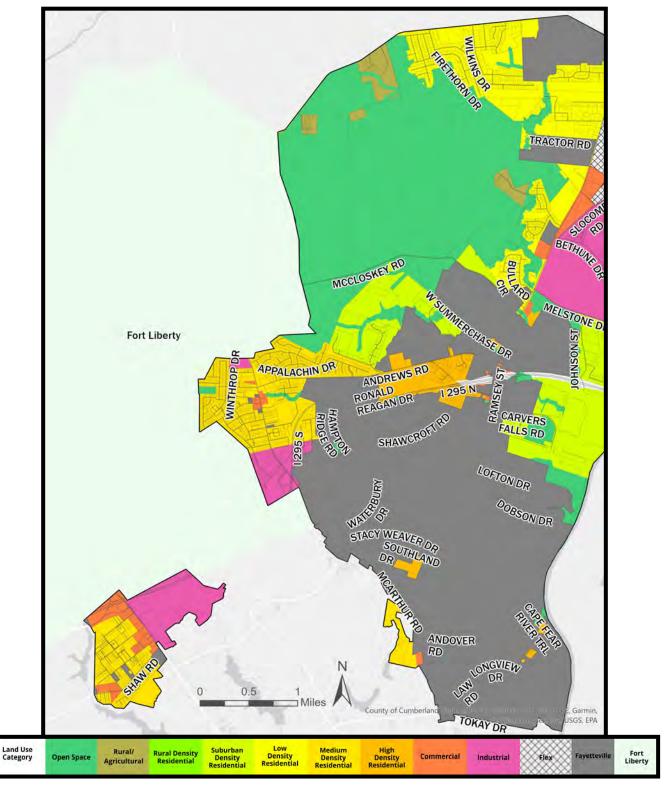
**Detail — Northern Plan Area** 

### **North Central Area Land Use Plan Map**



### Detail — Southern Plan Area

### **North Central Area Land Use Plan Map**



# **Future Land Use Areas**

The North Central Area is **37,963** acres in size. Below are the percentages and acreages of each classification that make up the plan area according to the Geographic Information System (GIS).

17.1%	The <b>Open Space</b> classification is <b>6,509</b> acres of the plan area.
40.6%	The <b>Rural/Agricultural</b> classification is <b>15,410</b> acres of the plan area.
11.4%	The <b>Rural Density Residential</b> classification is <b>4,328</b> acres of the plan area.
14.7%	The <b>Suburban Density Residential</b> classification is <b>5,567</b> acres of the plan area.
4.8%	The <u>Low Density Residential</u> classification is <b>1,819</b> acres of the plan area.
2.7%	The <u>Medium Density Residential</u> classification is <b>1,039</b> acres of the plan area.
0.8%	The <b>High Density Residential</b> classification is <b>301</b> acres of the plan area.
1.4%	The <u>Commercial</u> classification is <b>533</b> acres of the plan area.
4.6%	The <u>Industrial</u> classification is <b>1,734</b> acres of the plan area.

Land Use Classification	Open Space	Rural/ Agricultural	Rural Density Residential	Suburban Density Residential	Low Density Residential	Medium Density Residential	High Density Residential	Commercial	Industrial	Flex
County Associated Zoning Districts	CD	A1, A1A, R40, R40A & DD	A1, A1A, R40, R40A, RR* & DD	R30, R30A, RR R20 & R20A	R15 & R7.5	R6, R6A, R5A	R5	O&I(P), C1(P), C2(P) &C(P)	M1(P) & M(P)	M1(P), M(P), O&I(P), C1(P), C2(P) & C(P)
Linden Associated Zoning Districts		R40	R40	R15	R7.5	N/A	N/A	0&I & C	М	N/A

The **Flex Area** classification is **723** acres of the plan area.

1.9%

### **Open Space**

#### **Open Space**

Open Space is primarily used to preserve and protect environmentally sensitive areas and natural resources from development, encroachment, and pollution. Additionally, it is used to provide natural areas for leisure and recreational purposes.

#### **Associated Zoning Districts**

County: CD\*

Town of Linden: CD

#### **Development Guidelines**

- Any landscaping and managed open space shall emphasize the natural landscape of the area.
- Trails and paths should traverse the property to adjoining compatible properties.
- Natural waterways and drainage areas shall have an established maintenance plan.
- Protected areas should be buffered from surrounding right-of-ways and nonrecreational development.





#### Location

- Permanently conserved lands.
- Bodies of water.
- Waterways between parcel lines.
- Environmentally sensitive areas.
- Along proposed greenways and blueways.
- In critically important areas identified by the 2018 JLUS.
- If developed as part of a permitted use, it should have direct access to a public or private street.
- Lands between the two Carver's Creek State Park locations.
- Located within the 100-Year Flood Area, wetlands, and/or historically flood prone areas.

\*See Note 5 Page 49

Rural/Agricultural

#### **Rural/Agricultural**

The northeastern segment of the North Central Area has a distinctly rural character. Residents have overwhelmingly expressed their preference for maintaining the area's rural fundamental nature, focusing on supporting the continued growth of farms and farm-related businesses as well as preserving the overall rural ambiance.

To accomplish these goals, this land use classification emphasizes traditional agricultural activities, pastureland, forestry, rural large-lot residential subdivisions, and sporadic residences situated on expansive land tracts.

#### **Associated Zoning Districts**

County: A1, A1A, R40, R40A, & Density Development

Town of Linden: N/A

#### **Development Guidelines**

- Large open spaces and/or wide natural buffers between uses and along roadways.
- Curving or twisting roads.
- Infrequent entrances or driveways.
- Open stormwater drainage allowed.
- Rural serving businesses should be located at public road intersections.
- Use open spaces and vegetative buffers to limit the visibility of development from the roadway.
- Primarily 2+ acre lots with 40,000 sqft residential development if harmonious with rural character and surrounding area.





#### **Suggested Policy/Ordinance Updates**

County Zoning/Subdivision Ordinance

- Sign Ordinance update to allow for agricultural businesses (A1 Zoning) to have a ground sign where no current roadside sign is permissible.
- Update the zoning ordinance to simplify and encourage the use of A1A zoning and Density Development in rural areas.

- Likely to be outside the sewer/water service area.
- Likely within the 1,500-foot buffer of a Voluntary Agricultural District.
- Areas with designated prime farmland and/or state/locally important farmland.
- Bona-Fide Farms.
- Sporadic large residential lots.
- Timber and agritourism operations.
- Low impact rural businesses servicing area residents and farming needs.
- Northeastern plan area.

### **Rural Density Residential**

#### **Rural Density Residential**

Rural Density Residential is to be utilized as a buffer between rural/agricultural land use and denser residential or commercial zoning closer to Linden.

This helps maintain the distinctly rural character of the northeastern segment of the North Central Area as it allows for traditional agricultural activities, as well as to smaller rural lot sizes up to 20,000 sqft.

#### **Associated Zoning Districts**

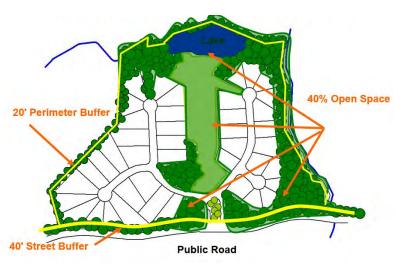
County: A1, A1A, R40, R40A, RR\*, & Density Development

Town of Linden: R40

#### **Development Guidelines**

- Large open spaces and/or wide natural buffers between uses and along roadways.
- Curving or twisting roads.
- Infrequent entrances or driveways.
- Open stormwater drainage.
- Small rural neighborhoods.
- Limited visibility of development from the roadway.





**Density Development Subdivision** 

#### **Suggested Policy/Ordinance Updates**

County Zoning/Subdivision Ordinance

 Update the zoning ordinance to simplify and encourage the use of Density Development in rural areas.

#### Location

- Likely to be outside the sewer service area.
- Bona-Fide Farms.
- Rural lot size neighborhoods.
- Individual large residential lots.
- Low impact rural businesses servicing area residents and farming needs.
- Central and northeastern plan area.
- Town of Linden Municipal Influence Area (MIA) and along Durant Nixon Road.

\*See Note 4 Page 49

### **Suburban Density Residential**

#### **Suburban Density Residential**

Suburban Density calls for land to be used for residential purposes of a denser nature than Rural Density Residential.

The intent is to allow for denser residential neighborhoods with no more than one unit per 20,000 sqft in the county jurisdiction and 15,000 sqft in the Town of Linden.

#### **Associated Zoning Districts**

County: R30, R30A, RR, R20, & R20A

Town of Linden: R15

#### **Development Guidelines**

- Roadside trees and native vegetation.
- Sidewalks within neighborhoods.
- Green spaces, playgrounds, parks, and community centers.
- Walkways and bike paths.
- Community gardens.
- 20,000-30,000+sqft. residential lot neighborhoods.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.





#### **Suggested Policy/Ordinance Updates**

County and Town of Linden Zoning Ordinance

 Consider raising the minimum lot width in the Town of Linden and/or Cumberland County Zoning Ordinances.

#### Location

- Septic system allowed based on soil type, lot size, and distance from public sewer.
- Must have direct access to a public street.
- Public water should be required.
- Along northern portions of Ramsey Street where this type of development already exists.
- Centrally located in the plan area.
- Where there are more neighborhood-type developments than sparse single-family homes on large lots.

Note: Certain areas of Suburban Density Residential are located in the plan area of Carvers Creek State Park. See pages 59-62 for additional recommendations.

### **Low Density Residential**

#### **Low Density Residential**

Low Density Residential calls for a density of 2.2 to 5 units per acre. The intent is to allow for dense residential neighborhood development of no more than one unit per 7,500 square feet.

#### **Associated Zoning Districts**

County: R15 & R7.5 Town of Linden: R7.5

#### **Development Guidelines**

- Roadside trees.
- Community and neighborhood sidewalks.
- Walkways and bike paths.
- Playgrounds, parks, and community centers.
- Planned through road access to future or joint neighborhoods.
- Underground utility infrastructure.





#### **Suggested Policy/Ordinance Updates**

County Zoning Ordinance

 Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/ Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residentialsupporting commercial activities within residential zones subject to conditional zoning regulations.

- Areas with access to public/community water and public sewer.
- Direct access to a public street.
- Within three miles of a recreation area or facility.
- Not located in the Special Flood Hazard Area (100-Year Flood Area).
- Mixed-use development.

### **Medium Density Residential**

#### **Medium Density Residential**

Medium Density Residential calls for a density of greater than 6 units per acre and less than 15 units per acre. The intent is to allow for dense residential neighborhood development and multifamily housing development.

#### **Associated Zoning Districts**

County: R6, R6A, & R5A Town of Linden: N/A

#### **Development Guidelines**

- Vertical and horizontal mixed-use.
- Multi-family housing development.
- Sidewalks and bike paths.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.





#### **Suggested Policy/Ordinance Updates**

County Zoning Ordinance

 Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/ Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residentialsupporting commercial activities within residential zones subject to conditional zoning regulations.

- Public/community water and public sewer required.
- Must have direct access to a collector street.
- Desirable to be within two miles of a recreation area or facility.
- Desirable to be a transition between non-residential, higher density, and lower density residential areas.
- Desirable to be located in vertical mixed use development.
- Development in areas with hydric soils is discouraged.

### **High Density Residential**

#### **High Density Residential**

High Density Residential is defined as having a density of 15 or more units per acre. The intent of this classification is to allow for dense multifamily housing development.

#### **Associated Zoning Districts**

County: R5

Town of Linden: N/A

#### **Development Guidelines**

- Vertical and horizontal mixed-use.
- Sidewalks and bike paths.
- Playgrounds, parks, and community centers.
- Underground utility infrastructure.
- Planned through road access to future or joint neighborhoods.

#### **Suggested Policy/Ordinance Updates**

**County Zoning Ordinance** 

 Examine and propose ordinance amendments aimed at encouraging mixed-use development within the designated zoning districts of Low/ Medium/High Density Residential Classifications. This may involve revising the land use matrix to permit selected residentialsupporting commercial activities within residential zones, subject to conditional zoning regulations.





- Public/community water and public sewer required.
- Desirable to be within one-half mile of a neighborhood, community, or regional shopping center.
- Desirable to be adjacent to existing or zoned medium or high-density development, office and institutional, or light commercial use.
- Desirable to be within one-quarter mile of an existing major or minor thoroughfare.
- Must have direct access to a collector street.
- Desirable to be within two miles of a public recreation area.
- Desirable to be located in vertical mixed-use development.
- Desirable to be a transition between non-residential and lower density residential areas.
- Development in areas with hydric soils is discouraged.

Commercial

#### **Commercial**

The Commercial land use classification calls for quality, attractive commercial development that meets market demand, is harmonious with its surrounding area, has supporting infrastructure, preserves the natural environment, and does not negatively impact neighboring properties.

#### **Associated Zoning Districts**

County: O&I(P), C1(P), C2(P), & C(P)

Town of Linden: O&I & C

#### **Development Guidelines**

- The building's primary façade should be facing the main road and should have a prominent entrance feature.
- Site utilities, storage areas, trash, and loading/ service areas should be situated behind the building and screened from view from public right of ways and adjoining properties of different land use classifications to preserve visual quality.
- Green spaces and landscaping should be featured around public roadways, entrances, and walkways.
- Parking lots should include landscape islands.
- Buildings and parking should be clustered on a site to preserve open space.
- Landscape buffers abutting residential areas should create a visual separation sufficient enough to block the view of the development.
- Driveways and access lanes shall be shared and consolidated with neighboring developments with a similar land use classification.



#### **Suggested Policy/Ordinance Updates**

County Zoning Ordinance

 Update screening and buffering requirements to ensure residential areas are adequately screened from commercial and industrial uses.

- Public water and sewer are required unless a rural serving business type.
- The intersection of a collector (or higher) street and any other public right-of-way may be a desirable location for public-serving commercial businesses if compatible with the surrounding area.
- Should have direct access to a collector street.
- Should be located on a sufficient site that provides adequate area for buffering, screening, and landscaping.
- Rural serving light commercial operations may be located in rural areas at an intersection of two collector streets.
- Light commercial should provide convenient goods and services to the immediate surrounding neighborhood.
- Heavy commercial should not be in a predominately residential, office & institutional, or light commercial area.

### **Industrial**

#### **Industrial**

The Industrial land use classification should provide areas for clean high-tech industries and manufacturing where infrastructure is adequate, that does not impact the environment or natural areas, utilizes existing vacant structures when feasible, complements existing industrial development, and is in harmony with surrounding development.

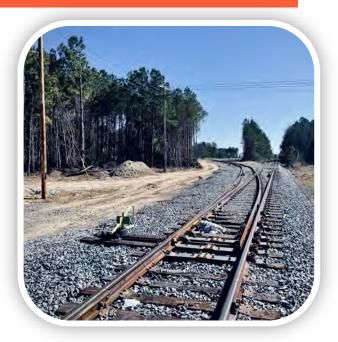
#### **Associated Zoning Districts**

County: M1(P) & M(P)
Town of Linden: M

#### **Development Guidelines**

- The building's primary façade should be facing the main road and should have a prominent entrance feature.
- Parking and loading should be situated behind the building and screened from view from the public right of way and adjoining properties of a different land use classification to preserve visual quality.
- Green spaces and landscaping should be featured around public roadways, entrances, and walkways.
- Driveways and access lanes should be shared and consolidated with neighboring developments with similar land use classification.
- Landscape buffers abutting residential areas should create a visual separation sufficient enough to block the view of the development.





#### **Suggested Policy/Ordinance Updates**

County Zoning Ordinance

 Update screening and buffering requirements to ensure residential areas are adequately screened from commercial and industrial uses.

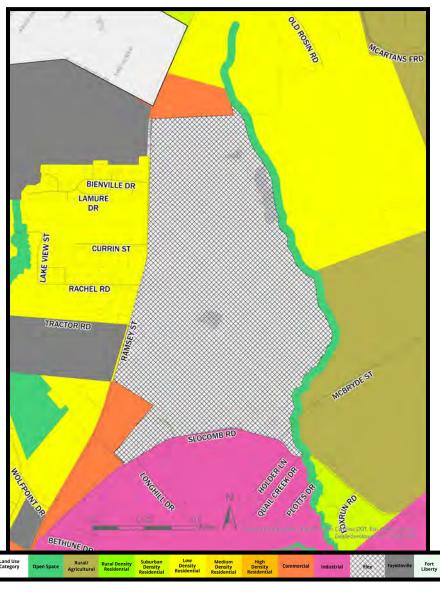
- Public water and sewer required for heavy industrial operations, desirable for light industrial.
- Heavy industrial should have minimum direct access to an arterial street, light industrial should have direct access to a public street.
- Should be located outside the Special Flood Hazard Area (100-Year Flood Area).
- Should be located on a tract that provides adequate area for buffering, screening, and landscaping unless located in an existing or proposed heavy industrial/manufacturing area
- Heavy industrial should not be in predominately residential, office & institutional, or light commercial areas.

Flex Area

#### **Ramsey Street Flex Area**

Flex Areas are called for in areas that are considered compatible with a wider variety of zoning districts than the other established land use classifications. As development occurs and the Flex Area fills in, the appropriateness of what's allowed in the rest of the area may change. When new development occurs in the Flex Area, it must be considered that the new development may set precedent for the rest of the Flex Area.

The North Central Area has one Flex Area encompassing multiple properties along the east side of Ramsey Street, north of Slocomb Road and is roughly 700 acres in size and is mostly undeveloped. This Flex Area is predominately zoned Planned Neighborhood District (PND a dormant residential zoning district which allows for a density of up to 7,500 sqft lot sizes).



#### **Development Priorities**

- 1. Economic development opportunities
- 2. Mixed-use development
- 3. Residential

#### **Associated Zoning Districts:**

M1(P), M(P), O&I(P), C1(P), C2(P), & C(P)

#### Flex Area Details

- PWC Sewer is less than a mile to the west of the flex area.
- Kelly Hills Sewer is along the southern border of the flex area.
- PWC Water runs along the southern border of the flex area and along Ramsey Street.
- Currently located in the Duke/Progress Electrical Service Area.
- Within the watershed of the Cape Fear River.
- The southern portion of the flex area and areas along Ramsey Street are located in Fayetteville's Municipal Influence Area (MIA).

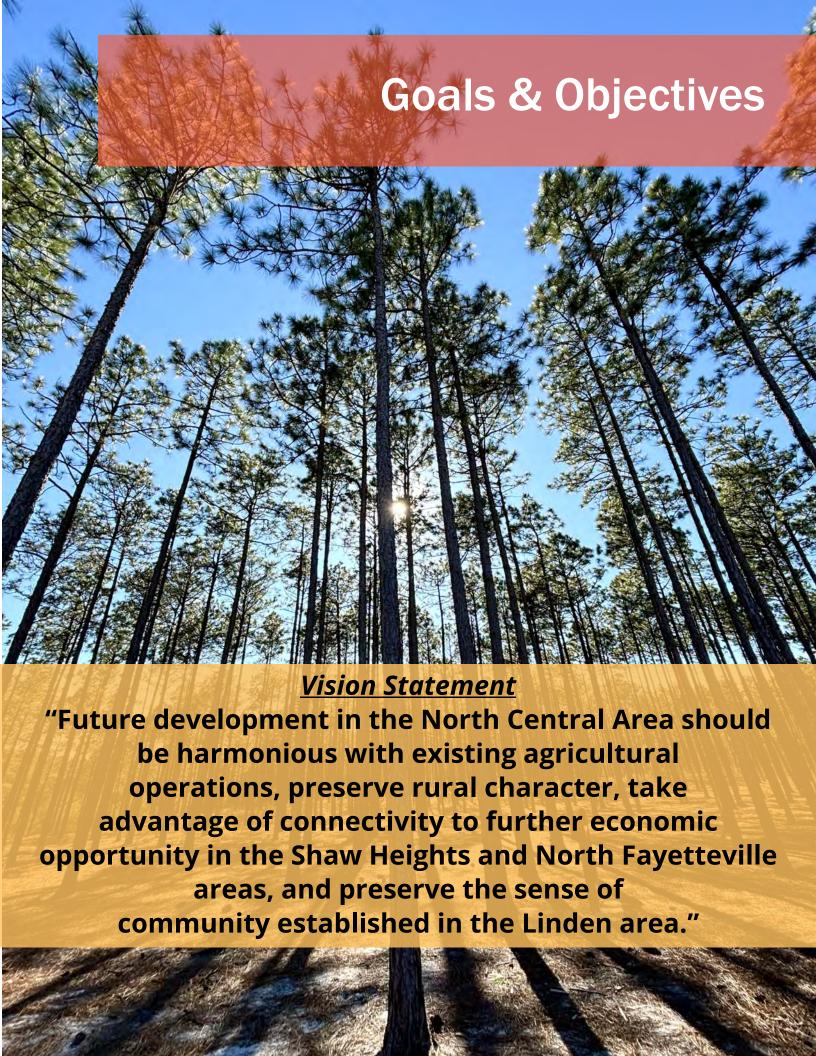
When rezoning, conditional zoning should be utilized to ensure the use is in harmony with existing and potential future uses.

### **Additional Notes & Clarifications**

- The residential density guidelines provided in the classifications section are the maximum density that should be allowed. Less dense zoning districts may be appropriate if compatible with the surrounding area. This does not apply to non-residential zoning such as agricultural due to the potential of incompatible land uses allowed.
- 2. When properties with differing land use classifications abut, it may be appropriate to use the neighboring classification if it meets most of the requirements of the classification, buffering requirements can be met, and doesn't change the character of the surrounding area.
- 3. When the plan does not address a specific issue or have a policy regarding land use and development of a property, it is appropriate to refer to the current land use policies plan for guidance and determination of consistency with the plan.



- 4. The Rural Residential (RR) zoning district may be considered plan compliant in the Rural Density Residential land use classification in the following circumstances:
  - a. When bringing non-conforming existing uses and lots into conformity with County zoning and subdivision ordinances.
  - b. Rezoning requests less than 6 acres of land not historically utilized for agricultural purposes.
  - c. Rezoning requests 6 acres or larger if conditional zoning is utilized to ensure the preservation of the rural character of the area.
- 5. Property located within Open Space whether wholly or partially may use the most adjacent land use classification when considering a rezoning request. The Open Space classification is intended to reflect existing protected lands and areas within proximity to the 100-Year Flood Hazard Area as well as wetlands. It should be used for reference only when making future land use decisions to ensure that adequate buffering is in place to protect existing natural resources, especially to protect riparian areas, wetlands, and potential future parks, trails, and other public land. Any type of land use that does not negatively impact properties located within the Open Space classification and is compatible with the surrounding area is considered consistent with this plan and map amendments are not required.
- 6. When making land use decisions for Shaw Heights, any actions deemed consistent with the NRSA adopted in 2020 are considered consistent with this plan regardless of future land use classification on the plan map.



### **Land Use Goals & Objectives**

### **Open Space**

#### **Open Space Goal**

Provide a comprehensive open space network that protects, conserves, sustains, and enhances natural resources and environmentally sensitive areas. Assist in protecting endangered species, wildlife habitats, agricultural areas, air/water quality, and the character of the area while introducing new amenities such as greenways, parks, and similar facilities that enhance the quality of life for North Central Area residents.

#### **Objectives**

- Promote the preservation of existing trees, the planting of native trees, and discourage clear cutting.
- Improve signage/wayfinding for parks and open space.
- Improve access for handicapped and elderly citizens to open space and park facilities.
- Encourage techniques of development which preserve the natural contours and natural amenities of a site.
- Provide measures that address the protection of known endangered species and wildlife habitats.
- Encourage private recreation initiatives to supplement public facilities.
- Pursue opportunities to coordinate and cooperate with the Fayetteville/Cumberland Parks & Recreation Department and the Board of Education for the acquisition, development, and use of public property.





#### **Objectives (continued)**

- Support collaborations between organizations to make connections between trails, parks, and other useable open space within the area;
   Support private recreation initiatives that supplement public facilities.
- Encourage useable open space in residential developments.
- Develop parks and recreation facilities in the area that would allow for indoor activities for residents of all ages and/or ballfields for family sports.
- Support efforts to remove overgrown vegetation, decayed trees, and beaver habitats from canals, streams & drainage areas.
- Conservation easements shall be promoted as a means of providing appropriate open space areas and corridors for public use while also providing tax benefits to the donor.

#### **County Wide Objectives**

- Protect and preserve environmentally sensitive areas and natural resources.
- Protect wetlands, watercourses, and watersheds from pollution.
- Provide open space and recreation facilities near the population.
- Protect and preserve wildlife habitat areas.

### Land Use Goals & Objectives

**Rural and Agricultural** 

### **Rural and Agricultural Goal**

Protect and preserve the rural character of the area to include green spaces, agricultural land, low population density, scenic views, natural features, tranquility, and outdoor opportunities. Such characteristics enhance the quality of life for residents and the surrounding community while maintaining a sustainable environment for agricultural operations.

#### **Objectives**

- Preserve rural character and lifestyle.
- Promote and expand the Cumberland County Voluntary Agricultural District Program.
- Protect designated prime farmland/state and locally important farmland soils.
- Promote incentives that encourage farming and farmland protection.
- Encourage the use of existing and/or native vegetation as well as open spaces as buffers between uses, road frontage, and along all waterways.





#### **Objectives (continued)**

- Promote public education initiatives on the need to maintain and preserve farmland for continued and future use.
- Promote measures that protect farmland and rural spaces from urban development and encroachment.
- Support incentives for retired farmers and absentee landowners to rent their land to active farmers or reforest their land for tree farming.
- Support the use and creation of conservation easements as a method to ensure the long-term viability of farming and farmland protection.
- Support programs that attract new farmers and rural/agricultural related businesses.
- Encourage the use of density development subdivisions to reduce the effect of residential development in predominately rural areas.

#### **County Wide Objectives**

- Promote the preservation of farmland areas.
- Preserve the rural character of the county.
- Protect farming and farming operations from urban encroachment.

## Land Use Goals & Objectives

### Residential

#### **Residential Goal**

In the southwest part of the plan area, provide a full range of housing types and sites with adequate infrastructure in new and revitalized neighborhoods to accommodate the present and future needs of residents. In the northeast part of the plan area, maintain the rural features that define the area, and promote responsible growth for current and future generations to enjoy the distinct rural characteristics of the community.

#### **Objectives**

- Promote the creation of diverse housing options encompassing various structures, types, and locations to meet the current and future needs, preferences, and capacities of a varied community.
- New driveway connections on existing state-maintained roads should be limited and designed in a way to utilize shared access roads.
- Promote the removal or improvement of dilapidated or substandard housing.
- Enhance and uphold minimum housing standards that specifically address issues such as clutter, abandoned vehicles, litter, and similar concerns.
- Require a minimum vegetative buffer between any high-density, multi-story residential development and adjacent onestory, single-family homes.



#### **Objectives (continued)**

- Preserve the stability, character, and density of established neighborhoods.
- Preserve established residential areas by preventing the encroachment of non-residential uses or require substantial vegetative or other types of buffering if unavoidable.
- In residential areas where new streets are constructed, pedestrian amenities should be required to provide access to community facilities and services.
- New residential development should allow for future road connections to adjacent developable lots and provide more than one option of ingress and egress while designed to mitigate traffic congestion and promote safety.
- Provide safe and sanitary housing for low- and moderate-income families and individuals.



#### **County Wide Objectives**

- Promote the removal/improvement of dilapidated/substandard housing.
- Promote measures to stabilize and maintain existing residential neighborhoods.
- Promote efforts that encourage the development of new housing stock that is environmentally and people-friendly.
- Improve the quality of life in residential areas.
- Promote the highest density in areas with all the urban services.
- Promote infill development.
- Provide an assortment of housing types and neighborhoods to meet the needs of all residents in the County.

## **Land Use Goals & Objectives**

### Commercial

#### **Commercial Goal**

Establish an environment that sustains current and future commercial activities while complementing nearby existing residential areas. Encourage and foster economic development that aligns with the area's character, respects environmentally sensitive areas, boasts attractive and well-designed features, and is situated in locations with ample infrastructure to support proposed commercial activities. Ensure a variety of commercial locations that accommodate market demands and address the specific needs of area residents to encourage strategic economic development.

#### **Objectives**

- Rural or neighborhood-based commercial activities should not include uses that generate large volumes of traffic, produce noise, odor, intense activity, or negative visual appearance.
- Provide a substantial natural buffer between different uses and along roadways.
- Commercial development should be clustered in centers or districts that are appropriate for the location and scale with respect to adjacent land uses and available infrastructure.
- Restrict the intrusion of new commercial activities into established residential areas.
- Traffic/parking generated by commercial activities should be oriented away from residential areas.
- Encourage mixed-use development where the various uses complement each other, ensuring that site design, landscaping, parking, service areas, access, and flow are thoughtfully interconnected to create a functional and aesthetically pleasing environment.

#### **Objectives (continued)**

- New and revitalized commercial development located in rural regions should utilize community appearance strategies to maintain the rural character of the area.
- Promote policies that address enhancing the appearance of existing and new commercial development.



#### **County Wide Objectives**

- Promote the re-development of deteriorating Commercial and Office & Institutional areas.
- Promote efforts that encourage new Commercial and Office & Institutional development.
- Promote pedestrian-friendly Commercial and Office & Institutional development.
- Promote the highest concentration of Commercial and Office & Institutional development at major interchanges and intersections.
- Locate commercial development so that it has the least impact on residential and other noncompatible uses.
- Reduce regulatory measures that hinder Commercial and Office & Institutional development.
- Use office & institutional uses as a transition from commercial to residential development.

## Land Use Goals & Objectives

### Industrial

#### **Industrial Goal**

Promote a diverse range of clean and high-tech industrial/manufacturing enterprises near sites with existing or readily accessible infrastructure. Ensure compatibility with surrounding land uses so that development will have a positive impact on the community, economic future, and environmental conditions in the area.

#### **Objectives**

- Locate industries and manufacturing enterprises in areas that have adequate infrastructure (rail, water, sewer, natural gas, roads, mass transit, etc.) and land area for buffering, vehicular and pedestrian circulation, landscaping, and is compatible with the character of the area.
- Provide incentives that will attract clean, high -tech industries to the area.
- Promote economic cooperation and coordination between all levels of public and private agencies in recruiting and retaining industrial and manufacturing enterprises.
- Encourage and provide incentives for industrial/manufacturing enterprises to use existing vacant land (which is zoned for industrial land use) or reuse current vacant structures that are suitable and have the necessary infrastructure.
- Utilize planning techniques that attempt to reduce the negative effects of industrial uses on surrounding properties.



#### **Objectives (continued)**

- Support efforts to retain and expand existing industry.
- Sites that are unique in size and location which provide special opportunities for industrial development within the study area should be prioritized when making zoning decisions.
- Industrial sites should be substantially buffered between different land uses, environmentally sensitive areas, and public roadways where the rural character of an area may be disrupted by development.



#### **County Wide Objectives**

- Promote the re-development of deteriorating industrial areas.
- Promote efforts that encourage new industrial development.
- Discourage residential development in prime industrial areas.
- Provide sufficient zoned industrial areas to accommodate the needs of present and future County residents.
- Promote the highest concentration of industrial development in areas that have existing, programmed, or planned infrastructure.
- Locate industrial development so that it has the least impact on residential and other non-compatible uses.

## **Community Goals & Objectives**

### **Transportation**

### **Transportation Goal**

Provide and maintain a full range of transportation choices to include all modes of travel, decrease travel times and improves mobility, safety, and accessibility for all residents that connect the North Central Area to Fort Liberty, Fayetteville, and surrounding areas. Accommodate the movement of goods and services without congestion while respecting air and water quality as well as environmentally, historically, and socially vulnerable areas.

#### **Objectives**

- Promote pedestrian and bicycle infrastructure for access to community facilities (schools, parks, community building, and centers) where the density and character of the development are compatible.
- Provide an interconnected network of recreational multi-use trails in environmentally sensitive areas throughout the area.
- Plan and program railroad spurs to major future or existing industrial/manufacturing sites.
- Preserve and protect the existing railroad corridor to connect Linden and the surrounding area to the Fayetteville metro area via light rail as a future transportation alternative.
- Support transportation decisions that will improve air quality in the region.





- Promote intersection improvements on major streets and intersections to increase capacity and safety.
- Promote ways to reduce travel delay and increase safety for all modes of travel by promoting smart land use decisions and using access management tools.
- Promote shared driveways in commercial areas that access major thoroughfares.
- Minimize the number of access points on all arterial and higher streets.
- Require any upgrade to any existing and new major thoroughfares to be developed with a median, landscaping, controlled left turns, and a limited number of driveways.
- Reserve adequate right-of-way for existing and future road widening.
- Maintain the existing transportation network while awaiting area improvements.
- Plan and program public/rural transit routes to better serve communities that depend on services for mobility, shopping, work, and general life. Ensure transportation choices are available to senior citizens and people with disabilities.
- Develop a coordinated vanpooling/carpooling system to major employers and points of interest.
- Make intelligent transportation decisions through enhanced communication between land use planners, transportation officials, developers, and others.

## Community Goals & Objectives

### **Community Appearance**

#### **Community Appearance Goal**

Provide an attractive living environment that maintains the character of the area by protecting the existing natural features. Require new development to have aesthetically pleasing buffering, landscaping, and site design requirements to complement the area's atmosphere. Enhance the travel corridors and entrances throughout the plan area and Linden.



#### **Objectives**

- Utilize open spaces, urban spaces, and landscaping to soften, beautify, and enhance the image of the North Central Area.
- Require the planting of street trees along all roads.
- Promote the preservation of the existing trees, discourage clear cutting, and promote planting of native species for landscaping and buffering requirements.
- Provide programs and enforce existing ordinances which promote the demolition or revitalization of deteriorated/vacant structures and the removal of junk vehicles.
- Recommend all utilities to be placed underground.
- Strengthen and enforce litter laws. Organize and facilitate community cleanup initiatives.



- Develop an urban forest program and a program to encourage residents and businesses to plant trees.
- Erect aesthetically pleasing entrance signs with landscaping on all roads serving as entrance corridors to Cumberland County and the Town of Linden.
- Rural communities and uses should be buffered by more strict landscaping and green/open space requirements to maintain the rural character of the area.
- Promote or establish programs that help lowincome citizens facilitate repairs to their homes.



## **Community Goals & Objectives**

**Community Facilities & Services** 

## Community Facilities & Services Goal

Provide a range of accessible community facilities and services in a cost-effective and equitable manner that enhances the quality of life of all area residents.



#### **Objectives**

- Develop and maintain a county-wide or areawide stormwater and drainage plan.
- Provide and develop a network of parks and open spaces along existing watercourses, protected areas, recreation facilities, and various sources of development.
- Provide more/expand existing park activities.
- Promote county/regional services and resources at local community centers.
- Provide an array of recreation and needed facilities for all age groups and special needs persons.
- Utilize school facilities for community activities after school hours.
- Facilitate another County run container site.
- Promote connectivity from new and existing development to schools and facilities.



- Develop a comprehensive utility plan for the area and adopt specific policies governing the extension of water and sewer services in the area based on the adopted land use plan as a positive method of encouraging appropriate growth.
- Increase law enforcement presence; maintain and properly utilize existing sheriff's office annexes.
- Utilize parks, unique natural areas, scenic sites, and other amenities to attract economic development and tourism.



### **History and Context**



#### Introduction

Carvers Creek State Park is a cross-jurisdictional state park located in Cumberland and Harnett Counties. Within Cumberland County, Carvers Creek State Park spans through the Spring Lake and North Central Plan Areas. The park is in multiple sections with planned connectivity between certain areas with roughly 4,897 acres of current park area and a planned area of 8,277 acres.

#### **History And Context**

Approved by the General Assembly in 2005, Carvers Creek State Park in Cumberland County is undergoing initial development stages to cater to public use. A comprehensive master plan was devised for what constitutes North Carolina's 36th state park, covering an expansive area of over 4,347 acres.

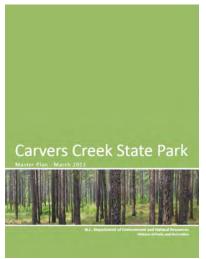
The primary acquisition for the state park commenced with the procurement of 1,371 acres of Longleaf Pine forest near U.S. 401, located north of Fayetteville, facilitated in collaboration with The Nature Conservancy. This ecosystem is vital for several endangered and protected plant and animal species, notably including the red-cockaded woodpecker. Ongoing land acquisition endeavors in this vicinity are poised to extend this section of the park to the eastern periphery of Fort Liberty. Subsequently, in the summer of 2010, the N.C. Division of Parks and Recreation received the generous donation of Long Valley Farm, spanning 1,420 acres, from The Nature Conservancy. This historic estate once belonged to James Stillman Rockefeller.

In late 2010, the inaugural park superintendent commenced operations, coinciding with the completion of the master plan in 2012. Presently, interim development facilities are operational and accessible to the public.

Currently, the sole facilities realized as per the master plan are the multi-use trails and their corresponding parking lot at the Sandhills section. On September 9, 2013, the interim development facilities of the park were inaugurated for public use. Positioned in Spring Lake off East Manchester Road, this access area presently offers opportunities for hiking, picnicking, nature and historic structure viewing, as well as fishing.

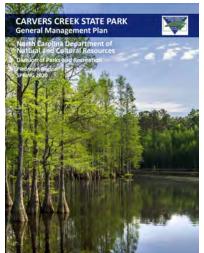
### **Current Plans**

#### **Current Plans**



#### **Carvers Creek State Park Master Plan (2012)**

The Carvers Creek State Park Master Plan represents a comprehensive, long-term strategy for the protection of natural resources, development of recreational opportunities, and enhancement of park facilities. Based on the analysis of existing natural, cultural, and historic assets, as well as a thorough assessment of recreational needs, site conditions, and development constraints, the plan integrates input and guidance from both the public and the N.C. Division of Parks and Recreation. This collaborative approach worked to identify appropriate facilities to meet the park's evolving needs. The plan is intended to evolve over time as new land is acquired and additional information is gathered about natural and made resources in the region.



#### **Carvers Creek State Park General Management Plan (2020)**

The purpose of the Carvers Creek State Park General Management Plan is to define the unique role of the park within the broader park system and conduct an assessment of its key resources and facilities. The plan acts as a short-term action strategy aiming to identify both current and future needs of the park and prioritize proposed projects to address these needs effectively.



#### North Carolina State Parks Systemwide Plan (2023)

The North Carolina State Parks Systemwide Plan represents a comprehensive, long-term strategy for the protection of natural resources, development of recreational opportunities, and enhancement of all state park facilities. The plan notes accomplishments, current state, resource evaluation, trends, and goals of the entire park system.

### **Current Plans**

#### **Goals & Objectives**

Goals and objectives were established by the North Carolina Division of Parks and Recreation for Carvers Creek State Park and are listed below as pulled from the Carvers Creek State Park Master Plan.

#### **Protect Natural Resources**

- With this ecologically diverse ecosystem, significant natural resources are still being discovered and a long-term plan is needed. Continue to map habitats and species as they are located.
- Purse the creation of a long-term fire management plan and restoration plan.
- Prevent erosion, secure, and protect special places, and create an interim plan.

#### **Enhance Revenue Opportunities**

- Encourage opportunities for revenue such as classes, rentals, reunions, weddings, community garden plots, and artists in residence where local artists can rent structures to use as studios.
- Many people will come to visit historic resources: the gift shop could sell books, art handmade crafts, and other items that relate to the history of Long Valley Farm
- Books and photographs relating to the Sandhills could also be offered.

#### **Provide Nature-Based Recreation**

- Survey results confirm that additional trails are needed in the area.
- Serve many types of park users— those from Fort Liberty, daily users, seniors, travelers, equestrians and school children who all have different needs.
- Attract visitors from a wide regional area.



#### **Protect Cultural/Historical Resources**

- Nationally signification historic buildings and views should be protected.
- Tell the story of how Long Valley Farm came to be, from Ardnave to the Rockefellers, to the creation of a state park.
- Create an interpretive plan and program for visitors.
- Prepare an interim plan that maintains buildings until funding is available for renovation.

#### **Investigate Partnerships**

 Pursuing partnerships with national, state, and local stakeholders will be important.

#### Sustainability

 Sustainable design/green design with reference to the Leadership in Energy and Environmental Design (LEED) and Sustainable Sites Initiative design criteria will be pursued.

## Acquire Land To Provide a Contiguous Park Property.

- Allow for a pedestrian connector trail to span the length of the master plan study area.
- A contiguous park property will over additional recreation opportunities and a larger area for natural resources protection.

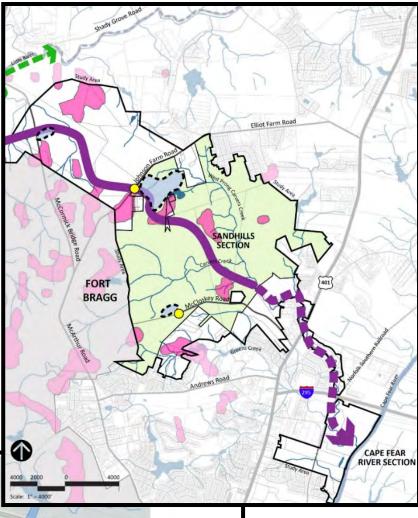
### **Plan Considerations**

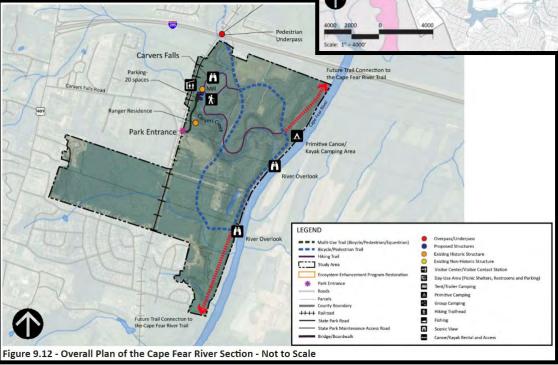
#### **Plan Considerations**

Development within the study area outlined in the Carvers Creek State Park Master Plan should prioritize thoughtful site planning and anticipate potential future expansion of the park towards the east of the Sandhills section, extending towards the Cape Fear River.

When designing potential developments within this area, it's essential to allocate space for walking trails and open areas in alignment with the potential expansion of the park.

The most recent Carvers Creek State Park Master Plan and General Management Plan should be reviewed for any development located within their study boundaries.





Envisioned park amenities may include campsites, river overlooks, canoe/ kayak launches, and trails, aligning with park design concepts outlined in the Carvers Creek State Park Master Plan.

#### Introduction

Linden is a small town in northeastern Cumberland County located near the border of Harnett County, Cape Fear River, and Little River with access to Highway 217 and is near Interstate 95 Highway 401. The town offers its residents a combination of small town ambiance and rural living with proximity to urban businesses in the Fayetteville region. The town primarily consists of single family housing but does support a small amount of active commercial and industrial operations. The Town of Linden operates its own water district with water supply through Harnett Regional Water, but lacks access to sewer service.



**History and Context** 

#### **History and Context**

The history of the Town of Linden goes back to 1744 when the original land for the Town was granted to Gilbert Patterson by King George II. On May 3, 1953, Martin Grantham of Bladen County sold the tract of land on the northwestern branch of the Cape Fear River to William Hodges, the first to come to the area known as Linden today. According to Cumberland County deeds, Hodges added thousands of acres to the original land contract.

As the town grew, the initial community, Choeffington, was founded approximately one mile east of what is now Linden. This community housed the first courthouse, constructed in 1754. Later, the courthouse was relocated to the Campbellton-Cross Creek area (later named Fayetteville) due to the challenging nature of traveling up the Cape Fear River beyond Carver Falls. This relocation led to the dissolution of the original community.





In 1800, people began to settle in the region that is now Linden. Around the same period, the railroad was constructed. The railroad enabled D. L. McBryde, the renowned "Founder of Linden," to oversee the development of the area's residential and commercial sectors. He sold lots and divided property because of his vision. The first Presbyterian house of worship opened its doors in 1816. The Hodges family owned the Hodges Meeting House, where the service was placed. The Sardis Presbyterian Church was constructed in 1835. The pastor was D. L. McBryde's father, Reverend D. D. McBryde.

### **History and Context**

#### **Area History and Context (continued)**

The first post office in the settlement around Sardis Presbyterian Church was established in 1896. The name "Linden" was given to the post office. The name Linden came from a grove of nearby trees and was later acquired by the town. The Linden tree was not native to the area. Historical accounts claim that seeds for the tree were brought in from New Orleans during the 1790s by a member of the Hodges family. Although the last sighting of the tree was during the 1960s, there are no Linden trees that exist in the area to date.

The area experienced considerable growth during the early 1900s. A year later a public school was built in 1901 and the town was incorporated in



1913. The school was located less than a mile north of what is now Linden on the south banks of the Little River, most of the land south of the school belonged to the McBryde family.

The town functioned as a processing and marketing hub for the neighboring agricultural area in the 1920s and 1930s. With the good soil in the area, agriculture was a major economic activity. Main Street boasted a minimum of 10 business establishments including many cotton gins, a bustling train depot, and a hotel to cater to the freight and passenger rail traffic.



In 1920, the population was 191 according to the results of the first census. 126 people were living in the Town of Linden, as of the 2000 Census. The number of inhabitants has never risen above 224, recorded in 1940. As of 2021, the population of Linden was 136. The town government is made up of the mayor and a five-member Board of Commissioners.

### **Previous Plans**

#### **Plans Overview**

Previously adopted plans involving or influencing Linden include:

- 1971 Cumberland County Land Use Plan
- Sketch Development of the Town of Linden (1983)
- Cumberland County 2010 Land Use Plan
- 2030 Growth Vision Plan (2009)
- Cumberland County Land Use Policies Plan (2009)
- North Central Land Use Plan (2011)

The 1971 Cumberland County Land Use Plan recognized three existing public/semi-public buildings as institutional uses in the city: fire stations, community buildings, and post offices, but did not recommend any further institutional uses in the Town of Linden. The plan had Town specific recommendations for industrial and commercial development, which included a shopping center and a town park.



The Linden Sketch Development Plan was created in 1983 at the Linden Town Board of Commissioners' request as an update to the 1971 Cumberland County Land Use Plan. Three forms of residential development were envisioned in the plan: one housing unit per two acres or less in a rural area, one half an acre or more in a suburban area with moderate density (two to seven and a half units per acre), and high density (up to two dwelling units per acre). It was suggested the rural density be placed outside the town's boundaries in order to protect the agricultural land and to promote more residential density within the center of town.

The intent of the Cumberland County 2010 Land Use Plan was to serve as a guide for the revitalization of existing development as well as work as a framework for future development. The plan worked to ensure that the county is addressing all of the needs and aspirations of the County residents in a coordinated and effective to obtain the 2010 vision. The plan included a number of goals and objectives for the progression of the towns in Cumberland County.

### **Previous Plans**

#### 2030 Growth Vision Plan (2009)

The purpose of the 2030 Growth Vision Plan is to serve as a long-range policy guide for how a town plans to manage growth and development while considering the natural environment and available resources.

The 2030 Growth Vision Plan focuses on the future advancement of towns in Cumberland County and identifies the Town of Linden as a "Community Growth Area." Included in the plan are actions that plan for the development of the parks and greenways for Fayetteville and Cumberland County as well as to develop Cape Fear River tributaries including Little River to protect and preserve the environment for future use and enjoyment.

#### Land Use Policies Plan (2009)

The Cumberland County Land Use Policies Plan serves as an addendum to the 2030 Plan. The purpose of the plan is to provide guidance for local governing bodies in determining parcel land use decisions.



## 2030 Growth Vision Plan Policies and Actions Cumberland County City of Fayetteville Town of Hope Mills Town of Eastover Town of Falcon Town of Godwin Town of Linden Town of Spring Lake Town of Stedman Town of Wade

# Town of Linden Previous Plans

#### **North Central Land Use Plan (2011)**

The North Central Land Use Plan 2011 is the most recent land use plan for the North Central Area and provided detailed land use plans throughout the County. The plan provided a detailed map for the Town of Linden noting specific areas for specific land use classification (Farmland, Suburban Density Residential, Low Density Residential, Office & Institutional, Commercial, and Open Space). The plan also recommended a municipal influence area for the Town of Linden one mile beyond its corporate limits.



### **Looking Forward**

#### **Looking Forward**

The Town of Linden plays a strong role in defining the future of the North Central Area. Throughout the years, residents have vocalized their vision for the area which have defined the goals and objectives for the area. In turn, the Town of Linden has been able to invest in further development such as the Little River Community Park. Opened in 2016, the park consists of a walking trail, green space, multi-purpose/basketball court, playground, picnic spaces, and more. The establishment of the park has been an accomplishment for the Town of Linden. Its ongoing use and development shows what the town can accomplish in the future.



**Goals & Objectives** 

#### **Town of Linden Goal**

Promote a variety of new development and revitalization opportunities that provide adequate services while preserving the rural character and small town charm. To expand the town to encompass new development and include existing neighborhoods who seek a voice in the community.



#### **Objectives**

- Research funding opportunities to provide and encourage amenities that will enhance the small-town character which may include attractive lighting, landscaping, street furniture, public art, and multi-use trails.
- Develop design guidelines to guide and enhance the developments within Linden.
- Promote the removal or revitalization of existing deteriorating/vacant businesses/ homes.
- Expand and utilize the Linden Little River Community Park as a hub of community activity.
- Research and leverage grant funding to rehabilitate historic structures for public use.
- Place attractive Town of Linden entrance signs on the East and West ends of Linden Road.

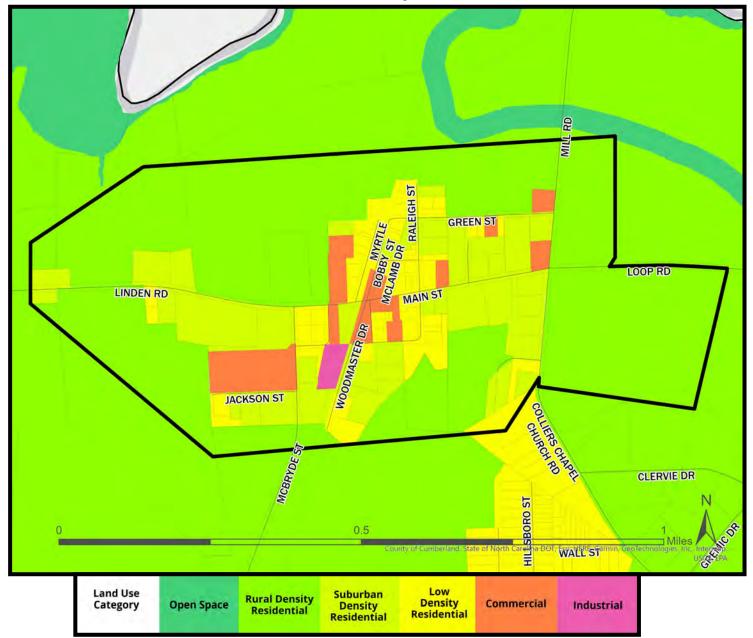


- Promote a stable economic environment for small locally owned and operated businesses.
- Research grants and opportunities to expand/ improve utilities and services to the Town of Linden and the surrounding area.
- Establish a cohesive community between the Town of Linden and Linden area residents/ businesses.
- Promote the expansion of town limits to nearby new development as well as existing communities that desire to be annexed.
- Promote available resources and services at town facilities and functions.
- Promote the enhancement, revitalization, and creation of small local businesses in the Town of Linden area.



### **Future Land Use Map**

#### **Town of Linden Area Future Land Use Map**



#### **Town of Linden Associated Zoning Districts**

(See Land Use Classifications for additional information)

- Open Space: CD
- Rural Density Residential: R40
- Suburban Density Residential: R15
- Low Density Residential: R7.5
- Commercial: O&I & C
- Industrial: M

#### Introduction

Shaw Heights is a small, unincorporated enclave within the City of Fayetteville boundary, but administered by Cumberland County. Shaw Heights is known for its unusual political status and uneven development across the plan area, mainly consisting of residential, commercial, and institutional land uses with a large number of vacant lots. The plan area primarily contains single family housing with a significant number of manufactured homes. A high percentage of the residents are seniors who live alone.



### **History and Context**

#### **History and Context**

The Shaw Heights Neighborhood is strongly characterized by its connection to Murchison Road and relationship to Fort Liberty (formerly Fort Bragg) and is considered a unique neighborhood due its island like feature, residing within the City of Fayetteville boundary but is Cumberland County jurisdiction.

The plan area is located at the intersection of Murchison Road (N.C. Highway 87 and 210) and Shaw Road made up of approximately 341 acres. Northwest of the plan area, 42 acres is utilized for Interstate 295 (I-295; outer loop). North of the plan area is the intersection of I-295 and Murchison Road. East is the right-of-way line of Murchison Road traveling south to the right-of-way line of Gardenia Avenue which travels southward of the boundary between the city limits of the City of Fayetteville and Cumberland County, establishing the southern. In addition, the boundary extends with Hibiscus Road and borders Kornbow Lake with a connection to Bonnie Doone Lake. This connection leads to the western boundary of the plan area and concludes with the link to I-295.





Before the September 11, 2001 (9/11) terrorist attacks occurred, Bragg Boulevard served as a key access point to the military base. However, after the attacks, the only entrance point to Fort Liberty was via Murchison Road located at the eastern border of the neighborhood. The area was expected to experience an increase in travel and development, but the investment in the area has not increased as initially expected.

# Shaw Heights Previous Plans

#### **Shaw Heights Land Use Study (2008)**

The Shaw Heights Land Use Study adopted in June 2008 analyzed natural features, physical and manmade features, and demographic data compared to the Murchison Road Corridor Study and the City of Fayetteville along with citizen participation.

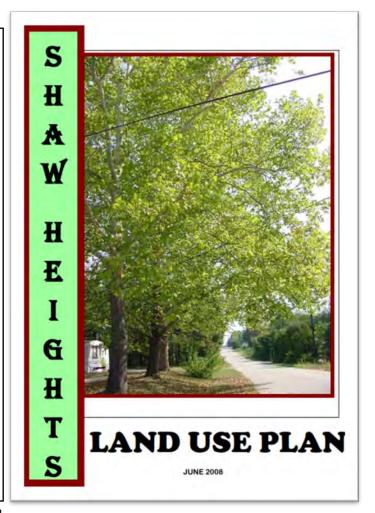
The analysis found the following key points:

- The plan area can support most construction via natural features.
- Vegetation is mostly on large tracts of land and should be used to support water and air quality.
- Bus service is available to most of the area, creating a viable plan area for industrial, commercial, and/or high-density residential development.
- Commercial opportunities are along Murchison Road.

- A majority of the plan area is manufactured home parks but Shaw Road is primarily zoned as residential.
- Based on 2000 Census data, a significant number of residents are between the ages of 20 and 60, Black, a high school graduate or equivalent, at or above the poverty level, and are renters.
- 32% of residents are children between infancy and age 19 with 25% are school age between age 5 and 19.

#### The following recommendations were made:

- Provide primary sewer trunk lines to the area.
- Preserve and protect the Julia Heights neighborhood.
- Provide park and recreation facilities to the area.
- Provide pedestrian-friendly transportation and development.
- Provide area for new residential development.
- Provide commercial areas to serve the immediate neighborhood and the region.
- Locate Shaw Road to have the least impact on the existing neighborhood.
- Design a street system that prevents cut through traffic.
- Provide natural buffers between incompatible uses.
- Allow a transition from manufactured homes to a more permanent housing type.
- Promote visual enhancements for new development in the area.
- Create an entity to be a catalyst for the aggregation of land parcels for new redevelopment.



### **Current Plans**

#### **Neighborhood Revitalization Strategy Area Plan (2020)**

A Neighborhood Revitalization Strategy Area Plan (NRSA) was submitted as part of Cumberland County's Five Year Consolidated Plan for FY 2020-2024 with the goal to revitalize targeted neighborhoods, empower residents, and stimulate investments within the plan area. This plan identifies Shaw Heights as the target neighborhood for revitalization. The adoption of the NRSA contains multiple benefits such as flexibility in carrying out certain economic development, housing, and public service initiatives with the use of CDBG funds.

To utilize the CDBG funds, the target neighborhood must meet one of the following criteria:

- Benefit to low- and moderateincome persons.
- Prevention or elimination of slums or blight.
- Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community of which other funding is not available.

The criteria can lead to incentives such as:

- Job creation or retention as low/mod area benefit.
- Aggregation of housing units.
- Aggregate public benefit standard exemption.
- Public service cap exemption.

Additionally, NRSA can assist uplift any pressure businesses experience and create incentives for participating in the community's job creation/ workforce development programs. The major benefit of a NRSA is that it enables the County to create tangible, measurable goals with the assistance of the County, residents, and stakeholders.

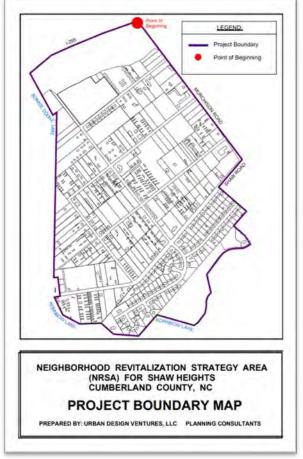


### **Current Plans**

Cumberland County proposed the following strategy to approach the Shaw Heights Neighborhood

- Make the neighborhood attractive for new investments.
- Improve the infrastructure in the neighborhood to encourage further development of decent, safe, sound affordable housing.
- Generate neighborhood participation to ensure that the benefits of economic activity are reinvested in the neighborhood for long-term community development.
- Address physical, social, and economic issues in the community that deter private investment.
- Develop consensus and collaboration on comprehensive strategies to deal with vacant residential, commercial, and industrial properties.

The NRSA plan was created based on the information and data collected below.



2008 Shaw Heights Land Use Study Boundary Map

Neighborhood Description	Demographic Criteria	Community Consultation	Assessment	Housing & Economic Opportunities
<ul> <li>Boundary Description</li> <li>Existing Land Use</li> <li>Structural Conditions</li> </ul>	<ul> <li>Population</li> <li>Socio-         economic         Data</li> <li>Housing</li> </ul>	<ul> <li>Citizens Meetings</li> <li>Economic         Development         Organizations</li> <li>Faith-Based         Organizations</li> <li>Housing Provider         Agencies</li> <li>Non-Profit         Organizations</li> <li>Educational         Organizations</li> <li>Fair Housing         Organizations</li> <li>Cumberland County         Departments</li> <li>Other Stakeholders</li> </ul>	<ul> <li>Economic         Conditions</li> <li>Employment         Conditions</li> <li>Businesses</li> <li>Access to Capital         and Availability of         Economic         Programs</li> <li>Housing Needs</li> <li>Income         Characteristics</li> <li>Opportunity for         Economic         Development</li> <li>Problems Likely to         be Encountered</li> </ul>	<ul> <li>Increase         Economic         Opportunities</li> <li>Creation of Jobs</li> <li>Promote         Revitalization</li> <li>Housing         Development</li> <li>Estimate of Costs</li> </ul>

Table A: Information and Data Collected for NRSA Plan

### **Current Plans**

#### **Neighborhood Description**

The Shaw Heights area is heavily characterized by its boundaries to Murchison Road, Fort Liberty, and I-295 as well as its island-like feature within the City of Fayetteville. Within the neighborhood, there are 313 total land parcels utilized.

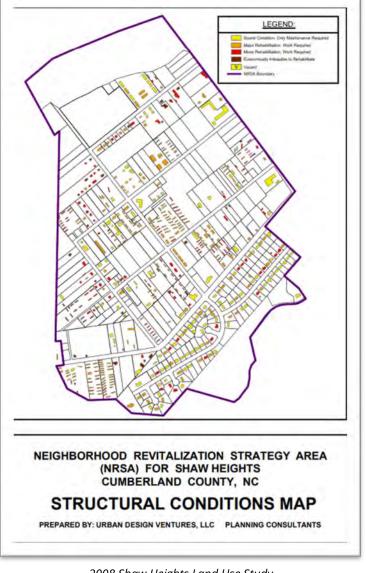
An analysis was completed regarding the exterior structural conditions of the buildings with the plan and are categorized as sound condition, minor rehabilitation, major rehabilitation, or economically infeasible.

Land Use Category	Number of Parcels	Percentage of Total Parcels
Residential	217	69.33%
Commercial	12	3.83%
Industrial	1	0.32%
Semi-Public	3	0.96%
Auxiliary Structure	1	0.32%
Other Undeveloped/ Vacant Land	79	25.24%
Total	313	100.00%

Table B: Land Use Utilization

Structural Condition	Number of Structures	Percentage of Total Structures		
Sound Condition	133	24.10%		
Minor Rehabilitation	231	41.80%		
Major Rehabilitation	151	27.90%		
Economic Infeasible	38	6.90%		
Total	553	100.00%		

Table C: Structural Conditions



2008 Shaw Heights Land Use Study Structural Conditions Map

# Shaw Heights Current Plans

#### **Demographic Criteria**

The NRSA plan reported the total population within the Shaw Heights neighborhood was 884 in 2020 compared to a county total of 332,766. The median age was reported as 36.4 years compared to the county median at 31.0 years and State of North Carolina at 38.4 years (Source: ACS 2013-2017 Five Year Estimates, <a href="www.factfinder.gov">www.factfinder.gov</a>). Racial composition within the plan area compared to Cumberland County is listed in the table below.

		White only	Black or African American only	American Indian and Alaska Native only	Asian only	Native Hawaiian and other Pacific Islander only	Some Other Race only	Two or More Races	Hispanic or Latino	Total
Total	Number	163	606	8	0	0	26	81	99	884
Shaw Heights NRSA	Percent	18.44%	68.55%	0.90%	0.00%	0.00%	2.94%	9.16%	11.20%	100%
Total	Number	148,550	117,984	4,107	8,018	755	755	15,246	37,331	332,766
Cumberland County	Percent	44.64%	35.46%	1.23%	2.41%	02.32%	0.23%	4.58%	11.22%	100%

Table D: Land Use Utilization

The NRSA has a higher low- and moderate income population of 56.48% compared to Cumberland County (35.6%) and the State of North Carolina (42.6%). The median household income is lower in Shaw Heights (\$21,647) compared to Cumberland County (\$44,737) and the State of North Carolina (\$50,320).

362 individuals (47.79%) of the civilian population 16 years and older are employed within the NRSA compared to 123,968 individuals (48.37%) of the civilian population 16 years and older are employed within Cumberland County. It is worth noting the military is the largest employer in Cumberland County and recent research demonstrated 11.5% (29,698) of Cumberland County residents were part of the military labor force (Source: ACS 2013-2017 Five Year Estimates, www.factfinder.gov). The unemployment rate for the State of North Carolina was 3.8% in November 2019 and the national unemployment rate was 3.6% (Source: <a href="http://www.bls.gov/">http://www.bls.gov/</a>).

Overall, 29.6% of individuals over age 25 within the Shaw Heights neighborhood did not receive a high school diploma or an equivalent diploma. It is reported that 72.1% of males and 69.0% of females received at least a high school diploma or equivalent. Numbers are much lower compared to Cumberland County (90.7% male; 90.2% female). In the State of North Carolina, the drop-out for males is 9.2% and 7.3% of females.

73.8% of the units located in the NRSA are occupied compared to the 85.8% of all units occupied in Cumberland County. Vacancy rates are higher (26.2% NRSA; 14.3% Cumberland County). Most residents rent the units (82.64%) compared to those who own their homes (17.36%). 41.88% of the housing units are mobile homes compared to the 0.9% mobile homes in Cumberland County. The median gross rent for the NRSA is \$604 and the median cost of a mortgage is \$993. Median gross rent for Cumberland County is \$887 and the median cost of a mortgage is \$1,198.

### **Current Plans**

#### **Assessment**

In partnership with Urban Design Ventures, Cumberland County's Department of Community Development staff held citizen meetings and interviews with various stakeholders. Two citizen meetings were held in early 2020 while individual meetings were held with stakeholders. The following are comments received from area stakeholders Citizens and stakeholders expressed the need to improve economic, employment, and housing conditions.

The Shaw Heights NRSA was assessed based on physical, human, and economic conditions.

#### **Economic Conditions**

- Urban area with primarily residential and a mix of other existing land uses such as commercial and industrial.
- Few businesses for economic opportunities.
- Murchison Road Corridor offers most opportunities but has experienced business closing and reductions.
- Jobs are higher skilled at the cost of lower skilled jobs.
- Vacant commercial sites needing significant investment.



### Access to Capital and Availability of Economic Programs

Potential programs include but are not limited to:

- Section 108 Loan
- Low-Income Housing Tax Credits (LIHTC)
- Choice Neighborhoods Initiatives
- Job Development Investment Grant (JDIG)
- One North Carolina Fund (One NC)
- NC Department of Public Safety-NC State High Patrol Statewide BikeSafe Coordinator
- NCDOT Bicycle and Pedestrian Planning Grant
- Golden LEAF Foundation Economic Catalyst Program
- Golden LEAF Foundation Disaster Recovery Program
- NCHFA Tax Exempt Bonds
- NCHFA Workforce Housing Loan Program
- NCHFA Rental Production Program Loans
- Cumberland Community Foundation, Inc.
- NCDOT Rail Industrial Access Program
- State Rural Demolition Grants
- Federal Home Loan Bank Affordable Housing Program (FHLB AHP)
- Economic Development Initiative (EDI) Special Projects Grants – United States Department of Housing and Urban Development Congressional Grants Division
- Economic Development Administration (EDA)
   Investments for Public Works and Economic Development Facilities
- Small Business Administration (SBA) Section 504 Loan Program.

**Current Plans** 

#### **Assessment (continued)**

#### **Employment Conditions**

- No direct findings on the NRSA.
- In 2010, 55.5% of individuals 16 years of age and older were part of the civilian labor force.
- In 2010, Cumberland County had a 4.6% unemployment rate.
- In 2017, 33% of employed individuals worked within management, professional, and related occupations.

#### **Businesses**

- Majority of businesses are located on Murchison Road with a few in the NRSA, on Shaw Road, Pamalee Drive, and Country Club Drive.
- NRSA is considered a food desert.
- There are 11 commercial properties and 1 is vacant.

#### **Housing Needs**

- Market is depressed, lacks infrastructure of development, and is not considered a desirable place to live.
- Mainly mobile home housing units.
- 43 of 553 structures are vacant, 40 being residential.
- Perception of high crime.
- Large number of elderly residents on fixed income.

#### **Income Characteristics**

- High poverty rate.
- Median income is \$21,657.
- 39.7% of people live below poverty level.
- Low and moderate income percentage is 37.53%.



#### **Opportunities for Economic Development**

- Number of churches in and near the NRSA that could potentially area residents.
- Need for a food/grocery store.
- Area could develop a small business district.
- Need for retail and services.
- Need for larger housing development in the area.
- Need for more police protection and "community policing."
- Need for active code enforcement involvement.
- Need for infrastructure development.

#### Problems Likely to be Encountered

- Some areas are not suitable for development due to lack of infrastructure.
- Some of the population is elderly and is on a fixed income.
- Lots suitable for development are occupied by trailer parks that may need to be demolished.
- Need to promote NRSA as a livable area.

### **Current Plans**

#### **Housing & Economic Opportunities**

This section outlines the areas of opportunities to support a realistic development strategy and implementation plan to promote the NRSA's economic revitalization: increase economic opportunities, create jobs, promote revitalization, housing development, and estimate costs.

#### **Increase Economic Opportunities**

- Increase the number of businesses.
- Increase the number of job opportunities.
- Increase the number of residents in job training and education.
- Develop a program to assist previous residents who are criminal offenders to find employment.
- Develop infrastructure in the neighborhood to attract businesses.

#### Creation of Jobs

- Partner with local stakeholders to promote entrepreneurship.
- Continue working relationships and collaboration with employment agencies, businesses, and local trade unions.
- Assist 18-35 year olds to obtain their high school equivalency diploma or GED.
- Provide transportation and/or childcare services for residents so they will be able to attend education and job training programs.





#### **Promote Revitalization**

- Continue to demolish vacant structures.
- Target abandoned trailer parks for demolition, acquisition, and infrastructure development.
- Fix infrastructure of streets, sidewalks, curbs, and bus shelters.
- Increase public safety initiatives.

#### **Housing Development**

- Assemble small lots into developable parcels.
- Work with builders and developers to construct new housing.
- Provide housing counseling to prospective buyers.
- Develop mixed-income housing for renters and homeownership.

#### **Estimate Costs**

- Clearance and demolition
- Infrastructure redevelopment
- Constructure of new single-family homes



# Shaw Heights Current Plans

#### **Performance Measures**

Information and data collected were used the develop and pursue short and long-term goals against measurable outcomes. The Neighborhood Revitalization Strategy Plan processes included the gathering of information and data used to develop and pursue short and long-term goals against measurable outcomes.

#### **Short Term Goals**

- Remove substandard structures and properties which impede economic growth and residential stability.
- Utilize homeownership programs to expand homeownership opportunities in the Shaw Heights NRSA through construction of new affordable housing for qualified low and moderate income buyers.
- Promote mixed income housing developments in the NRSA to help stabilize the area.
- Assemble sites for additional housing development.
- Select sites for the development of infrastructure for new affordable housing development, including paved roads, sewers, and septic tanks.
- Promote homeownership in the Shaw Heights NRSA through housing counseling programs and partnerships with Kingdom CDC.
- Continue to rehabilitate owner occupied housing in the Shaw Heights Neighborhood.
- Rehabilitate renter occupied housing in the NRSA.
- Increase the presence of the County's code enforcement program in the Shaw Heights NRSA.
- Increase the police patrols and community policing in the Shaw Heights NRSA.
- Apply for a Section 108 Loan Guarantee to develop the Shaw Heights NRSA.
- Partner with the Housing Authority to encourage the development of public housing and increase participation in the Section 8 Housing Choice Voucher Program in Shaw Heights.
- Develop partnerships for financial literacy programs in the neighborhood.



### **Current Plans**

#### **Performance Measures (continued)**

#### **Long Term Goals**

- Continue acquisition/relocation/clearance activities in the Shaw Heights NRSA to develop attractive and marketable development sites.
- Revitalize vacant and underutilized land in a manner that provides tax base stabilization, including potential commercial or industrial development.
- Ensure the continued preservation of the existing housing stock in the Shaw Heights NRSA through a comprehensive rehabilitation program including incentives for homeowners to improve their property.
- Reconstruct streets, sidewalks, curbs, and infrastructure in the Shaw Heights NRSA.
- Provide information and refer Shaw Heights NRSA residents to employment training programs such as NCWorks for job placement opportunities through the trades or other skills.
- Market Shaw Heights to members of the military and civilians who work at Fort Liberty based on its proximity and affordability to the base.
- Decrease the school drop-out rate for men and women in the Shaw Heights NRSA.
- Assist 18-35 year olds to obtain their high school equivalency diploma or GED.
- Develop infrastructure to create dense, multi-family affordable housing using a Section 108 Loan.
- Recruit banks, pharmacies, and a grocery store to the Shaw Heights NRSA.
- Continue to promote and market the County's housing rehabilitation programs in the Shaw Heights NRSA.
- Create a revolving loan program targeted toward the Shaw Heights NRSA.
- Promote home occupations and develop small business enterprises in the Shaw Heights NRSA.
- Develop a "loan pool" with the local banks with bank funds to match Federal and State funds.
- Continue to work with Kingdom CDC and other CHDOs to undertake larger development projects.

#### **Measurable Outcomes**

- Neighborhood Improvement
- New Housing Development
- Public Safety Improvement
- Citizen Involvement
- Inter-Agency Cooperation
- Economic Development Initiatives



**Looking Forward** 

#### **Looking Forward**

According to the Neighborhood Revitalization Strategy Area (NRSA) Plan (Adopted May 2020), the City of Fayetteville was in the process of planning for major investments for the Murchison Road corridor. Since the adoption of the NRSA Plan, the following events have occurred:

December 2020 - City of Fayetteville received a federal grant of \$450,000 to establish a "choice neighborhood" project within the Murchison Road Corridor.





Six businesses received business development funding upwards of \$50,000 for development or commercial corridor improvement from the American Rescue Plan Act of 2021.

September 2023 – City of Fayetteville is in the process of applying for a \$50 million Choice Neighborhood Implementation Grant. If awarded the grant, the City would rebuild affordable housing, improve neighborhood amenities, and add resources for residents (childcare facilities, community centers, etc.).

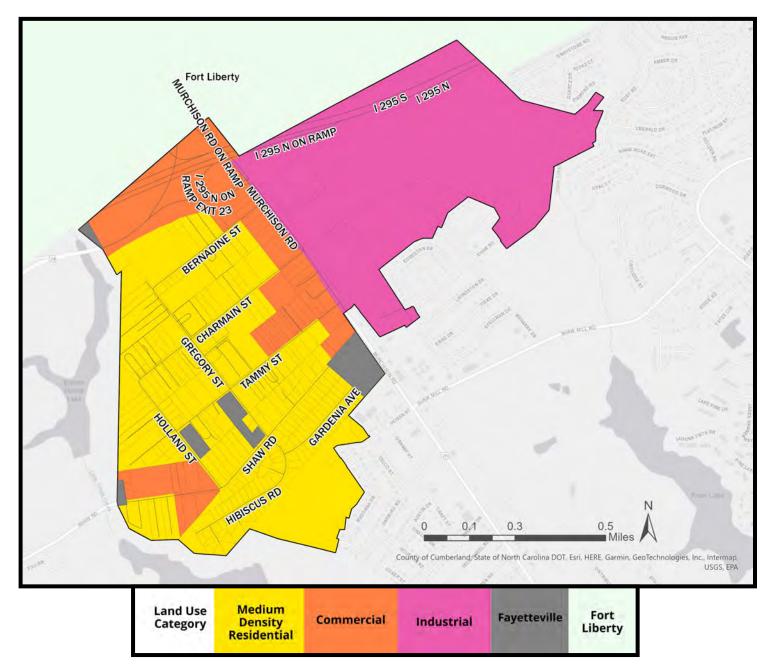


Correspondingly, Cumberland County received \$172 million via state budget for Murchison Road projects in November 2021; Fayetteville-Cumberland Parks & Recreation plans to build a new community center (Senior Center East) and expand Martin Luther King Jr. Park; Fayetteville State University plans more than \$130 million in investment via the college of education, residence hall, a parking deck, health and wellness center, and the renovation of Bronco Square.

The Neighborhood Revitalization Strategy Area Plan will be used to work towards achieving shared visions and goals of the community and stakeholders.

### **Future Land Use Map**

#### **Shaw Heights Area Future Land Use Map**



#### **Shaw Heights Associated Zoning Districts:**

(See Land Use Classifications for additional information)

- Medium Density Residential: R6, R6, & R5A
- Commercial: O&I(P), C1(P), C2(P), & C(P)
- Industrial: M1(P) & M(P)

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# PHASE 4

### **Recommendations & Resources**

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## **Next Steps Overview**

Plan recommendations were formulated based on input from public engagement as well as internal reviews of existing governing documents such as the Zoning and Subdivision Ordinances for the Town and the County. Recommendations within the plan were ranked with high, medium, or low priorities based on how directly they relate to land use. Although other issues are addressed, this is primarily a land use plan and is not comprehensive in nature. There are also resources listed that may help the plan area work towards achieving their desired outcomes.

Recommendations are sorted by topics to assist plan users with identifying actions for future projects. This will allow users to see common goals across area plans.

Priority identifies primary issues for the plan area and the recommended order at which they should be addressed.

	General Recommendations				
Topic	Action	Priority			

While this list is not comprehensive of every available resource in existence, it highlights private and public resources from a variety of sources.

The source identifies which plan the action comes from. This is especially useful for documenting history of desired recommendations.

Resources						
Resource Name	Description	Resource Potential Type Users		Source		
		†	1			

Resources are not just limited to monetary means. This section identifies what the product of the resources are, whether it be a loan, grant, technical assistance, etc. There are multiple stakeholders invested in the community, and these resources have a range of potential users including government agencies, nonprofits, private businesses and public citizens.

# Recommendations

	General Recommendations	
Topic	Action	Priority
Commercial	Encourage new development and/or redeveloped properties to incorporate aesthetically pleasing measures in their design.	Low
Commercial	Amend ordinances to encourage road side exposure for small businesses while continuing to keep signage aesthetically pleasing.	High
Community Appearance	Protect the plan area's rural character through the encouragement of farming, utilization of the Voluntary Agricultural District Program, low-density development, and community.	High
Development	Increase green spaces and buffering requirements between industrial and residential areas to balance development and rural character.	High
Development	Encourage Cumberland County Schools to redistrict school assignment areas in the plan area as schools are becoming overpopulated and students are being affected by high student to teacher ratios.	High
Development	Weigh options of sewer system versus community septic.	High
Development	Consider collaborating with Harnett County to create like policies for utility management.	High
Development	Apply for funds and programs to expand needed services (water, sewer/septic, internet, etc.) through local/state/regional partners.	High
Development	Collaborate with developers and/or utility providers to cost-share to expand needed services (water, sewer/septic, internet, etc.).	High
Economic Development	Create a centralized community with convenient access to grocery stores, pharmacies, fast food restaurants, retail stores, employment options, and recreational activities via sidewalks, bicycle trails, and street lights with pedestrian crosswalks.	Medium
Economic Development	Work with the City of Fayetteville, local townships, and surrounding counties to make future plans cohesive and reflect successful initiatives (e.g. LNG Plant Projects in Robeson County, planned development in Apex/Holly Springs/Lillington, economic development in Wake County, etc.)	Medium

# Recommendations

	General Recommendations	
Topic	Action	Priority
Economic Development	Encourage development along Ramsey Street (between the City of Fayetteville and Elliot Bridge Rd).	Low
Economic Development	Assess the plan area for run-down homes and businesses that need to be removed or revitalized.	High
Economic Development	Update ordinance to encourage road-side exposure for small businesses.	High
Health & Emergency Services	Evaluate the dispatch and response procedure of Cumberland County Sheriff's Office for potential decrease in response time.	Medium
Health & Emergency Services	Hire full-time and paid staff for the fire department to continue efficient services and prevent burnout.	Low
Health & Emergency Services	Create a beaver management program to alleviate drainage issues that are routinely caused by beavers blocking the canal.	Medium
Industrial	Anticipate and utilize expected passenger rail to be installed within the plan area to link key North Carolina cities along with other key regional cities.	Medium
Open Space	Provide support for the expansion of Carvers Creek State Park to include the Cape Fear River section as shown in the 2012 Carvers Creek State Park Master Plan as well as efforts to connect Carvers Creek to the Lower Little River through trails, greenways, etc.	Low
Open Space	Provide public boat access points along the Cape Fear and Little River for emergency agencies and public access.	Medium
Public Services & Infrastructure	Co-locate community facilities and services whenever feasible within the area.	Medium
Public Services & Infrastructure	Expand landfill and recyclable site options within the plan area.	Low
Public Services & Infrastructure	Encourage medical facilities to become established within the plan area.	Low
Public Services & Infrastructure	Collaborate with utility providers to extend high quality, efficient, and affordable water and/or sewer services to the plan area.	High
Public Services & Infrastructure	Add a community recreation center for activities to include, but not limited to: senior citizen gatherings, after school/summer programs for children, and physical activities.	Medium

# Recommendations

	General Recommendations	
Topic	Action	Priority
Residential	Collaborate with local, state, and regional partners to build and establish affordable housing.	Medium
Shaw Heights	Provide pedestrian friendly transportation and development.	Medium
Shaw Heights	Provide area for new residential development.	Low
Shaw Heights	Provide commercial areas to serve the immediate neighborhood and the region.	High
Shaw Heights	Allow a transition from manufactured homes to a more permanent housing type.	High
Shaw Heights	Create an entity to be a catalyst for the aggregation of land parcels for new and redevelopment.	Low
Town of Linden	Provide attractive entrance signs for the County and the Town of Linden.	Low
Town of Linden	Provide recreation facilities more centralized to the area and near the Town of Linden.	High
Town of Linden	Encourage unique dining options, short-term lodging, and small scale industrial to promote tourism in Linden.	Medium
Transportation	Encourage N.C. Department of Transportation to evaluate widening roads, shoulders, and adding more lanes to roads such as Elliott Bridge Road, Elliott Farm Road, and Ramsey Street for emergency purposes and to decrease traffic congestion.	Medium
Transportation	Provide deceleration lanes, intersection improvements, and crosswalks, along with the upgrade of the 401 Corridor.	Medium
Transportation	Provide a limited number of access points on the proposed US 401 Widening Project.	Medium
Transportation	Collaborate with the N.C. Department of Transportation to evaluate speed limits in the plan area.	Medium

Duke Energy Foundation	APA Community Planning Assistance Teams (CPATs)	AARP Community Challenge c	Accion Opportunity Fund	Resource Name	
The Duke Energy Foundation is focused on strengthening and uplifting communities throughout North Carolina with grant funding. Focus areas of the grant include: Vibrant Economies, Climate Resiliency, and Justice Equity & Inclusion.	The Community Planning Assistance Teams (CPAT) program organizes multidisciplinary teams of planning professionals who volunteer their time to work with local stakeholders to create a vision plan and implementation strategy. CPAT offers expertise in a diverse range of issues facing communities. CPAT brings planning resources and opportunities to communities and strengthens the ability of residents and other stakeholders to influence and determine decisions that affect their quality of life.	The AARP Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. This year, applications will be accepted for projects to improve public spaces, housing, transportation, and civic engagement; support diversity, equity, and inclusion; build engagement for programs under new federal laws; and pursue innovative ideas that support people age 50 or older.  No match required.	Loans for small businesses, especially women/ minorities/veterans. Requires collateral and 12-month business plan, no match required.	Description	Resources
Grant	Technical Assistance	Grant	Business Loan	Resource Type	SS
Local and Regional Nonprofits	Town / County Government	Public Citizens	Private Business Owners	Potential Users	
https://www.dukeenergy.com/ community/dukeenergy- foundation/ north-carolina	https://www.planning.org/ cpat/	https://www.aarp.org/	https://aofund.org/	Source	

Lendio	KABOOM!	Fiskars® Project Or- ange Thumb Garden Grants	Fundation	Resource Name	
Helps small businesses quickly explore loan options from 75+ potential lenders with a single online application. Lendio also helps businesses understand the options and choose a loan.	KABOOM! is a national non-profit that brings people together to create great, safe places to play for all kids, especially those living in poverty. Offers several grant programs for buildings and improving playgrounds and other play spaces. See website for current offerings. Match varies.	Provides community groups with tools and resources to reach their goals for collaboration, neighborhood beautification, and healthy, sustainable food sources. Non-profit organizations are eligible to apply. The application period typically opens in the later part of a year and grant recipients are typically announced in the spring of the following year.	Fundation partners with banks and other institutions to provide capital to the small business community. It makes loans for working capital, business expansion, debt refinancing, equipment purchases, inventory purchases, and capital improvements. Collateral is not required. Interest rates depend on Fundation's assessment of the risk.	Description	Resources
Business Loan	Grants	up to \$3,500 in cash/gift cards and Fiskars® garden tools	Business Loan	Resource Type	es
Private Business Owners	Public Citizens and Local and Regional Nonprofits	Local and Regional Nonprofits	Private Business Owners	Potential Users	
http://www.lendio.com/	https://kaboom.org	https://www.fiskars.com/en- us/special-feature/project- orange-thumb	https://fundation.com/	Source	

NC Parks & Recreation Trust Fund (PARTF)	National Association of Realtors Placemaking Grant	Low Income Housing Tax Credit Program (LIHTC)	Resource Name	
The North Carolina Parks and Recreation Trust Fund (PARTF) provides matching grants to local governments to assist with public park and recreation projects. Examples include assisting with land acquisition, facility building facility renovation, protect natural lands.  Must be a single-site project. One-to-one match required.	NAR's Placemaking program provides technical and financial assistance to help REALTOR® Associations, and their members, become engaged in placemaking in their communities. The Placemaking Grant funds the creation of new, outdoor public spaces and destinations in a community. Note that the grant does not fund upgrading or enhancing existing public spaces or adding amenities, like benches, signage, bike racks, etc. to existing public spaces, like parks or trails. Will need to partner with the local Realtors Association.	A federal program administered by the NC Housing Finance Agency, the Low Income Housing Tax Credit Program (LIHTC) was authorized by Congress in 1986 to encourage the construction and rehabilitation of quality rental housing that is affordable for low-income families and elderly persons. Owners of LIHTC properties agree to maintain the units as affordable housing for 15 to 30 years, in return for federal tax credits that offset part of the cost of developing the housing.	Description	Resources
Grant	Grant	Tax Credit	Resource Type	SE
Town / County Government	Private, partner with local Realtor Association	Private Property Owners	Potential Users	
https://www.ncparks.gov/ about-us/grants/parks-and- recreation-trust-fund	https:// realtorparty.realtor/ community-outreach/ placemaking	https://www.nchfa.com/rental- housing-partners/supportive- housing-developers/ supportive-housing- development-program	Source	

https:// www.commerce.nc.gove/ grants-incentives/building-or- site-funds/demoltion	Town / County Government	Grant	The program provides CDBG funds to local governments for demolition projects that result in the creation of industrial or commercial sites. The funding is intended to be used to demolish vacant dilapidated industrial buildings and properties under the elimination of slums and blight national CDBG objective. It is reasonably expected that the demolition activity will create a site which attracts private investment by a business or industry and create new jobs. However, such new job creation with a private employer does not require a legally binding contract.	NC Department of Commerce, Rural Economic Development Division, Federal Community Development Block Grant (CDBG) Economic Development Grants - Demolition
https:// www.nccommerce.com/grants -incentives/building-or-site- funds/building-reuse/building- reuse-federal-cdbg-economic	Town / County Government	Grant	The program provides CDBG funds to local governments that propose projects in conjunction with new and/or expanding private for-profit businesses and industries planning to restore vacant buildings for their use resulting in the creation of permanent, full-time jobs. At least 60% of the jobs must be made available to persons qualifying as low and moderate income.  Match required.	NC Department of Commerce, Rural Economic Development Division, Federal Community Development Block Grant (CDBG) Economic Development Grants - Building Reuse
Source	Potential Users	Resource Type	Description	Resource Name
		Se	Resources	

Resource Name	Description Resources	es Resource Type	Potential Users	Source
NC Department of Commerce, Rural Economic Development Division, Federal Community Development Block Grant (CDBG) Economic Development Grants - Infrastructure	The program provides CDBG funds to local governments to use for various types of public infrastructure improvements to attract new and support existing private for-profit businesses that create and/or retain jobs. Funding for projects is based on the number of jobs to be created and the level of distress in the community applying for the funds. At least 60% of the jobs created or retained by a project must be for persons qualifying as low and moderate income.  Match required.	Grant	Town / County Government	https:// www.commerce.nc.gov/grants- incentives/public- infrastructure-funds/ infrastructure-federal-cdbg- economic-development
NC Department of Transportation (NCDOT), Division of Bicycle and Pedestrian Transportation - Bicycle and Pedestrian Planning Grant Initiative	The Bicycle and Pedestrian Planning Grant Initiative is an annual matching grant program intended to encourage municipalities of all sizes and counties with populations under 50,000 to develop comprehensive bicycle and pedestrian plans. Such plans largely focus on enhancing mobility, improving safety, and promoting economic and health benefits. Plans are developed by consultants that are prequalified by NCDOT. Match required.	Grant	Town / County Government	https://connect.ncdot.gov/ municipalities/PlanningGrants/ Pages/default.aspx

SCORE	NC Rural Center Thread Capital	NC Rural Center Loan Participation Program (LPP)	Resource Name	
Low/no-cost business advising services, connections to loans, and local mentors. SCORE for All has specific resources for minority/veteran/womanowned businesses. Startup Roadmap-great webinars.	A subsidiary non-profit of the NC Rural Center serving all 100 NC counties, Thread Capital provides small business owners and entrepreneurs with access to capital to start or expand their businesses. It also provides them with coaching and business planning services, as well as a support network.	The LPP is a small-business lending program that works with local lenders in all 100 North Carolina counties to make more loans in their communities and regions. The program helps reduce the risk exposure of partner lenders, so more businesses have access to capital that might otherwise be out of reach. The Rural Center purchases up to 15% of a term loan made to a small business, defined as a business with 500 or fewer employees. The maximum participation is \$250,000 and the loan terms are market-based, negotiated between the local lender and the small-business borrower.	Description	Resources
Technical Assistance and Training	Business Loans	Business Loans	Resource Type	es
Private Business Owners	Private Business Owners	Private Busi- ness Owners	Potential Users	
https://www.score.org/	https://www.threadcap.org/	http://www.ncruralcenter.org/	Source	

Resource	Resources	Resource	Potential	College
Resource Name	Description	Resource Type	Potential Users	Source
State Farm Good Neighbor Citizenship® ho Company Grants go	Company Grants focus on safety, community development, and education to help build safer, stronger, and better educated communities. Community development grants assist organizations that support affordable housing, first time homeowners, neighborhood revitalization, financial literacy, job training, and small business development. Non-profits, chambers of commerce, government agencies, educational institutions, and volunteer fire departments are eligible to apply.	Grant	Town / County Government Local and Regional Nonprofits	https://www.statefarm.com/ about-us/ communityinvolvement
U Walmart or Local Giving Program fac	Local Walmart stores, Sam's Clubs, and logistics facilities award grants to eligible nonprofit organizations, government agencies, schools, and others operating within the service area of the facility from which they are requesting funding. The grants are designed to address the unique local needs of the communities served.	Grant	Town / County Government Local and Regional Nonprofits	https://walmart.org/what-we- do/strengthening-community/ local-community-support

# **Next Steps Overview**

### **Plan Implementation**

#### **Plan Implementation**

After the formal adoption of the land use plan by the governing boards, the plan will be used regularly to make formal and informal decisions. Implementation means taking advantage of the analysis that was performed and the strategic thinking of those who combined data with the community's desires and values. Of course, no plan is perfect, and every plan should be supplemented and updated with more recent information when available and adjusted to suit changing circumstances. Overall, consistent efforts to bring forward the recommendations in the plan as well as the future land use map should pay off in helping to achieve the area's vision for its future.



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# Appendix

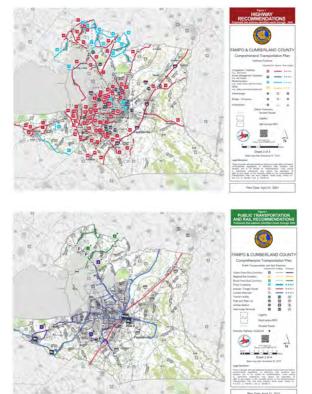
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#### **Transportation Planning**

In August of 2023, the North Carolina Department of Transportation (NCDOT) created the FAMPO/ Cumberland County Comprehensive Transportation Plan in conjunction with the Fayetteville Area Metropolitan Planning Organization (FAMPO), Mid-Carolina Rural Transportation Planning Organization, Cumberland County, City of Fayetteville, along with other regional organizations and local officials. This comprehensive plan showed proposed new construction and improvements to the area's transportation needs. Roadway improvements for the plan area of the Comprehensive Transportation Plan (CTP) include features related to congestion/mobility, access management/operations, modernization, and other transportation issues. The CTP also has proposed Public Transportation/Rail plans along with

FAMPO // CUMBERLAND COUNT COMPREHENSIVE TRANSPORTATION PLAN **AUGUST** 2023

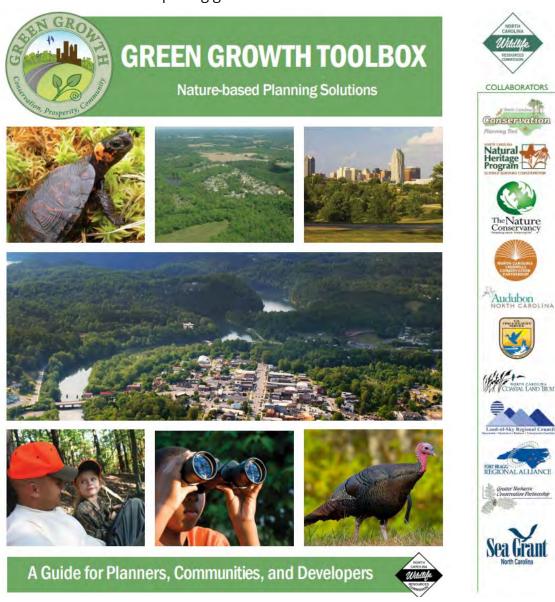
bicycle and pedestrian features which show existing and proposed features for bus corridors, guideways, railways, bicycles, pedestrians, and multiuse paths and bridges. Multiple features of the CTP are located within and/or have the potential to affect the plan area.



The Cumberland County and FAMPO CTP and related maps can be viewed at: <a href="mailto:connect.ncdot.gov/projects/planning/Pages/CTP-Details.aspx?study\_id=Cumberland County and FAMPO">CTP</a>
<a href="mailto:CTP">CTP</a>

#### **Green Growth Toolbox**

The third edition of the Green Growth Toolbox, released in 2023 by the North Carolina Wildlife Resources Commission, was collaboratively developed by the department along with various partners, including The Nature Conservancy, U.S. Fish & Wildlife Service, and the North Carolina Natural Heritage Program, among others in the conservation and planning sectors. This comprehensive resource comprises technical assistance, a guidance handbook, GIS datasets, and a website, all aimed at assisting North Carolina's counties, towns, and cities in conserving wildlife, habitats, and other valuable natural resources while accommodating growth and development. Consultation of the Green Growth Toolbox is recommended during the creation or revision of plans, ordinances, and developments to facilitate environmental conservation without impeding growth.



The North Carolina Wildlife Resources Commission Green Growth Toolbox and related material can be found at: <a href="https://www.ncwildlife.org/Conserving/Programs/Green-Growth-Toolbox">https://www.ncwildlife.org/Conserving/Programs/Green-Growth-Toolbox</a>

Action	Source
Tie the proposed trail network along the Cape Fear and Lower Little Rivers to the future State Park.	North Central Land Use Plan, 2011, p. 67
Provide public boat access points along the Cape Fear and Little Rivers for emergency agencies and public access.	North Central Land Use Plan, 2011, p. 67
Provide deceleration lanes, intersection improvements, and crosswalks, along with the upgrade of the 401 Corridor.	North Central Land Use Plan, 2011, p. 67
Provide recreation facilities more centralized to the area and near the town of Linden.	North Central Land Use Plan, 2011, p. 67
Install railroad crossing facilities at key roadway intersections and the Norfolk and Southern Railroad.	North Central Land Use Plan, 2011, p. 68
Develop a zoning district strictly for Single Family Residential Development.	North Central Land Use Plan, 2011, p. 68
All Low Density Residential Development denoted on the Plan must have public or community sewer in order to be developed	North Central Land Use Plan, 2011, p. 68
Post rezoning requests online on the County website with the recommended Land Use Plan Map.	North Central Land Use Plan, 2011, p. 68
Encourage farmers to participate in the Voluntary Agricultural District Program.	North Central Land Use Plan, 2011, p. 68
Protect Prime Farmland and the overall agricultural industry.	North Central Land Use Plan, 2011, p. 69
Encourage the use of cluster development to maintain the rural character of the Area.	North Central Land Use Plan, 2011, p. 69
Utilize the existing utility providers to extend water and or sewer in the Area.	North Central Land Use Plan, 2011, p. 70
Adopt the Proposed North Central Cumberland Land Use Plan.	North Central Land Use Plan, 2011, p. 70
Encourage and promote intensive commercial development in areas already zoned and planned for such activities.	North Central Land Use Plan, 2011, p. 70
Protect all natural, historic, and scenic sites in the Area and utilize them for their economic potential.	North Central Land Use Plan, 2011, p. 70
Develop stronger ties and greater cooperation between the Town of Linden Board of Commissioners and the Board of	North Central Land Use Plan, 2011, p. 70

Action	Source
Co-locate community facilities and services whenever feasible within the Area.	North Central Land Use Plan, 2011, p. 71
Provide a limited number of access points on the proposed US 401 Widening Project.	North Central Land Use Plan, 2011, p. 71
Provide attractive entrance signs for the County and the Town of Linden at all entrances into the Town and County.	North Central Land Use Plan, 2011, p. 71
Plan the location and scope of clean industrial and manufacturing enterprises.	North Central Land Use Plan, 2011, p. 71
Encourage new development and/or redeveloped properties to incorporate aesthetically pleasing measures in their design.	North Central Land Use Plan, 2011, p. 71
Continue to support the Cumberland County Public School Master Plan; offer input on future school locations relative to area growth and development objectives.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support the Joint Cumberland County Transportation Plan; lobby for implementation of key transportation projects.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support area plans for the provision of Water Services throughout the county.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support the Cumberland County Parks Master Plan.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Prepare an in-house study evaluating various development incentives (both financial and non-financial) that might be employed to encourage growth to locate where existing infrastructure has excess capacity.	Cumberland County 2030 Growth Vision Plan, 2008, p. 18
Continue to support the currently adopted area-wide Bicycle and Pedestrian Plan.	Cumberland County 2030 Growth Vision Plan, 2008, p. 19
Reexamine area development standards to evaluate the need for improved pedestrian systems (sidewalks, greenways, etc.) in new residential developments.	
Prepare a study of alternatives for paying for new school construction based on the demand for school space created by new development.	Cumberland County 2030 Growth Vision Plan, 2008, p. 22

Action	Source
Develop new neighborhood parks in the Towns of Godwin, and Linden, and Eastover. These parks include playground units, swings, benches/trash receptacles, walking trails, and picnic shelters.	Cumberland County 2030 Growth Vision Plan, 2008, p. 25
Prepare a mapped inventory of environmentally sensitive areas and determine their associated values worth protecting. Use this information to determine appropriate land use activities for these areas and to prepare appropriate management tools.	Cumberland County 2030 Growth Vision Plan, 2008, p. 27
Implement and promote the Voluntary Agricultural District Program, pointing out benefits such as limits on eminent domain and protection against nuisance lawsuits, among others.	Cumberland County 2030 Growth Vision Plan, 2008, p. 27
Prepare an open space and greenway master plan for all of Cumberland County.	Cumberland County 2030 Growth Vision Plan, 2008, p. 27
Local governments in Cumberland County should establish additional tools, as well as a reliable, long term funding mechanism for the acquisition of open space to keep pace with area growth and development.	Cumberland County 2030 Growth Vision Plan, 2008, p. 28
Provide for low density zoning for areas outside the urban services area.	Cumberland County 2030 Growth Vision Plan, 2008, p. 28
Examine area zoning ordinances concerning new provisions that would encourage the development of housing suitable for senior citizens or disabled persons and consider removing provisions that might discourage the same.	Cumberland County 2030 Growth Vision Plan, 2008, p. 30
Establish that new developments requiring the expansion of schools, fire stations, utilities, roads, and parks should contribute to the cost of building such facilities.	Cumberland County 2030 Growth Vision Plan, 2008, p. 30
Prepare an inventory and accounting of existing commercially zoned land and vacant buildings with an eye toward future commercial development needs and preferred development patterns.	Cumberland County 2030 Growth Vision Plan, 2008, p. 33
Identify possible incentives to encourage the revitalization and reuse of existing commercial properties.	Cumberland County 2030 Growth Vision Plan, 2008, p. 33
Designate roadways into the County and municipalities that serve as gateway corridors into each jurisdiction. Map them. Rank them by priority.	Cumberland County 2030 Growth Vision Plan, 2008, p. 36
Amend the zoning ordinance to require street trees or other appropriate vegetation, in association with new development along designated gateway corridors.	Cumberland County 2030 Growth Vision Plan, 2008, p. 36

Action	Source
Expand the use of the environmental court for littering and other appearance-related code violations.	Cumberland County 2030 Growth Vision Plan, 2008, p. 37
Identify several potential neighborhood conservation areas. Educate neighborhoods and encourage participation in conservation initiatives. Prepare neighborhood conservation plans in the order of each neighborhood's readiness to proceed.	Cumberland County 2030 Growth Vision Plan, 2008, p. 37
Prepare and apply design standards for pedestrian friendly circulation within commercial and residential areas.	Cumberland County 2030 Growth Vision Plan, 2008, p. 38
Prepare a countywide comprehensive drainage and flood management plan, including public and private actions in support of plan implementation., with all municipalities with environmentally sensitive areas. Prepare sub-area plans as a follow-on activity to identify specific actions needed by area of the county, with special attention to and involvement of municipalities with environmentally sensitive areas. Seek ways to maintain drainage districts created by past actions.	Cumberland County 2030 Growth Vision Plan, 2008, p. 39
Prepare a countywide comprehensive drainage and flood management plan, including public and private actions in support of plan implementation with all municipalities with environmentally sensitive areas. Prepare sub-area plans as a follow-on activity to identify specific actions needed by area of the county with special attention to and involvement of municipalities with environmentally sensitive areas. Seek ways to maintain drainage districts created by past actions.	Cumberland County 2030 Growth Vision Plan, 2008, p. 39
Develop a more intense education program locally on the importance of recycling and the cessation of littering and dumping.	Cumberland County 2030 Growth Vision Plan, 2008, p. 40
Explore the technical feasibility and cost of enabling emergency vehicles to pre-empt traffic signal systems for faster response times.	Cumberland County 2030 Growth Vision Plan, 2008, p. 48
Commission a senior center(s) space needs study with cost estimates and funding opportunities.	Cumberland County 2030 Growth Vision Plan, 2008, p. 50
Include consideration of senior citizen needs when preparing special area plans, corridor studies, park plans, etc.	Cumberland County 2030 Growth Vision Plan, 2008, p. 50

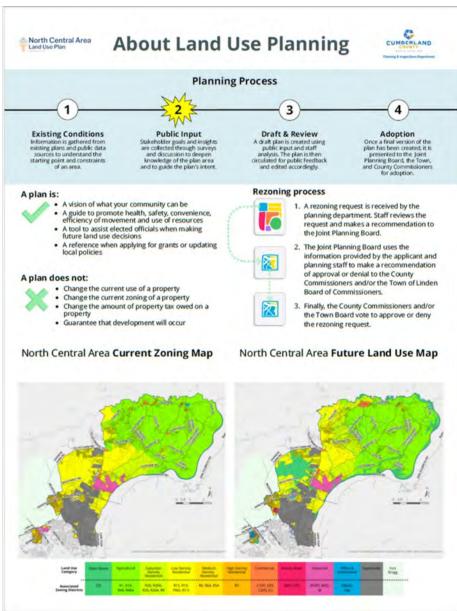
Action	Source
Provide primary sewer trunk lines to the Area.	Shaw Heights Land Use Plan, 2008, p. 40
Preserve and protect the Julie Heights Neighborhood.	Shaw Heights Land Use Plan, 2008, p. 40
Provide Park and Recreation Facilities in the Area.	Shaw Heights Land Use Plan, 2008, p. 40
Provide pedestrian friendly transportation and development.	Shaw Heights Land Use Plan, 2008, p. 40
Provide area for new residential development.	Shaw Heights Land Use Plan, 2008, p. 40
Provide commercial areas to serve the immediate neighborhood and the region.	Shaw Heights Land Use Plan, 2008, p. 40
Locate Shaw Road to have the least impact on the existing neighborhood.	Shaw Heights Land Use Plan, 2008, p. 40
Design a street system that prevents cut through traffic.	Shaw Heights Land Use Plan, 2008, p. 40
Provide natural buffers between incompatible uses.	Shaw Heights Land Use Plan, 2008, p. 40
Allow a transition from manufactured homes to a more permanent housing type.	Shaw Heights Land Use Plan, 2008, p. 40
Promote visual enhancements for new development in the Area.	Shaw Heights Land Use Plan, 2008, p. 40
Create an entity to be a catalyst for the aggregation of land parcels for new and redevelopment.	Shaw Heights Land Use Plan, 2008, p. 40

Community engagement is a vital aspect of creating a future land use plan. Throughout the planning process, Planning Staff worked diligently to provide opportunities for input which was collected through public forums, in-person meetings, phone calls, and online surveys.

This section provides insight regarding the community engagement efforts and input results. The section is not exhaustive of all materials used for the collection of community ideas and desired outcomes.

Planning Staff strived to connect with residents during the planning process on multiple levels. To begin the planning process, a kick-off meeting was held, and residents were invited to participate via postcard notification prior to the meeting. A website focused on the plan area was created, published, and promoted on the County website as well as through local news outlets advertising the event.

Planning Staff also worked closely with the plan area's stakeholders. Nearly sixty stakeholders were identified and twenty-three were interviewed either in person, via email, or via phone call. Most interviews had a duration of forty-five minutes as each stakeholder provided valuable feedback regarding infrastructure, services, economic development, and housing.



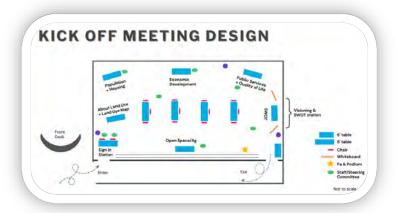
**Kickoff Meeting** 

The North Central Area Land Use Plan kickoff meeting took place on Tuesday, November 1, 2022. The four-hour open house was designed to share and gather information with area stakeholders. The event was attended by approximately 100 people who interacted with posters and activities on topics including land use, housing, economic development, public services, quality of life, and rural character preservation. Attendees had an opportunity to fill out a values survey, giving Planning Staff key insight on what stakeholders consider to be the most important topics for the North Central Area.

The following pages include details regarding the posters that were utilized at the meeting along with responses per activity station and through the values survey available online.

#### **Kickoff Meeting Stations**

Plan Area Reference Map SWOT & Visioning the Future Population & Housing Employment Trends & Sectors Public Services & Quality of Life Rural Character Preservation



### North Central Area Land Use Plan Community Kick Off Meeting

Share your vision for the future of the North Central Area!







Tuesday, November 1, 2022

3:00pm - 7:00pm

Pine Forest Recreation Center

6901 Ramsey Street Fayetteville, NC 28311



#### **Stations**

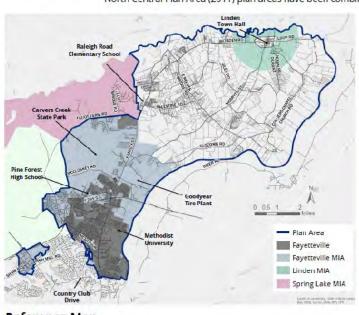
#### **Plan Area Reference Map**

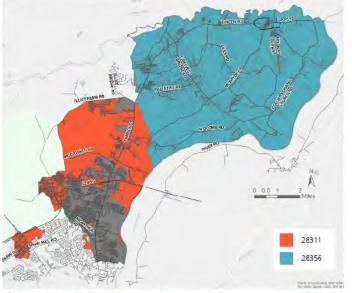


#### North Central Plan Area Map



Below are reference maps of the North Central area land use plan boundary. The North Fayetteville Area (2003), the Shaw Heights Area (2008), and the North Central Plan Area (2011) plan areas have been combined to create the new North Central Plan Area boundary.





#### Reference Map

The North Central Land Use Plan area is located in the north central part of Cumberland County and is generally described as follows: Bounded to the north by Harnett County, to the south by the City of Fayetteville, to the east by the Cape Fear River and to the west by Fort Bragg, Johnson Farm Road, Elliot Farm Road, and the Town of Spring Leke Municipal Influence Area (MIA).

#### ZIP Codes in North Central

The North Central area is comprised of 2 pip nodes. The North Eayetteville area zip code (orange) is 28311 and the Linden area zip code (blue) is 28356. These zip codes represent a natural divide in the urban and rural portions of the plan area. Throughout the activities, you may be asked to vote in accordance with your zip code. As the beeds and desires of residents in rural areas, this method will help planning staff accurately capture the sentiments of residents in both areas.

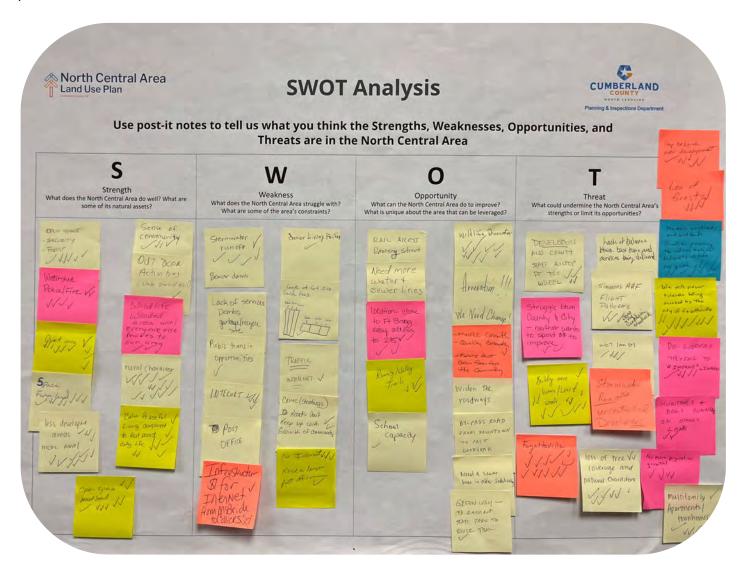
This was the first station at the kickoff meeting, with a reference map of the plan area boundary and zip codes in the plan area. The first map shows the plan area, notable landmarks (such as schools, Linden Town Hall, etc.), and municipal areas of influence (MIA). MIAs are regulated by Cumberland County Planning & Inspections, however, parcels within a MIA boundary may have to adhere to certain provisions out of a municipality's provision ordinance. For example, if someone wanted to subdivide their property in the Linden MIA, they would be subject to certain provisions of the Town of Linden subdivision ordinance. Being in the MIA does not mean a property owner will be forced to annex into the municipality. Annexation may only occur if the property owner voluntarily agrees to annexation.

The southern portion of the plan area falls within the 28311 zip code and the northern portion of the plan falls within the 28356 zip code. Due to the size of the plan area, participants were asked to give feedback based on their zip code.

# Community Engagement Stations

#### **SWOT Analysis & Visioning the Future**

This station was an open-ended activity where meeting participants were asked to fill out the SWOT analysis table, annotating strengths, weaknesses, opportunities, and threats in the plan area. Participants were also able to write down their vision for the future of the plan area. See responses to these two activities in the provided photographs and on the following pages. Some responses received multiple votes, and those with multiple votes will have the total count noted next to the response in parentheses.



SWOT Analysis Poster: Participants were asked to leave post-it notes in the Strength, Weakness, Opportunity, and Threat categories describing current conditions in the North Central Area summarized on page 30.

#### **Stations**

#### **SWOT Analysis & Visioning the Future**



Visioning the Future Poster: Participants were asked to leave post-it notes and acknowledge shared desires for vision for the North Central Area future.

- YMCA, help centers, and fitness areas (3 in support)
- Wildlife preservation (10 in support)
- Community areas (1 in support)
- Improvement in Stormwater Management (PBS Frontline Show Broadcast; November 1, 2022)
- Improvement on sidewalks, Improvement on parks/area recreation (2 in support)
- Less development, 2 acre lots, require trees to be planted (10 in support)
- More public transit
- No more population growth! (9 in support)
- Prevent, slow, and if possible reverse annexation by the City of Fayetteville within the plan area (5 in support)
- Large commercial development
- Balance between development and infrastructure.
   No Raleigh traffic situation! (1 in support)
- Less development, tree protection areas (5 in support)
- Stop the use of dogs for hunting! (1 in support)

- The communities that are accessed by Johnson Farm Road and Eliot Farm Road should never be connected to the communities accessed by Ramsey Street (2 in support)
- Community center with a splash pad, Grocery Store, Light Industrial Less growth (7 in support)
- Get rid of zero-lot line developments (11 in support)
- Space and farmland (6 in support), Movies (2 in support), and shopping center (4 in support)
- Mom and Pop stores (2 in support)
- "My vision is to win the lottery and buy all the land in Linden so there will be no more new houses" (5 in support)
- Entertainment music, non-franchise restaurants, shopping outlet (2 in support)
- More community engagement, a movie theater would be great. Less growth is good, like to have lots of outside living space.
- 28311/Shaw Heights Beautify and clean up from I-295 to downtown. Protect 2000 feet on each side of Murchison Road for commercial development
- Minimal development no less than 2 acre lots and 200 feet road frontage (1 in support)
- Keep family farms, too much development (8 in support)
- Linden does not need annexation (11 in support)
- Capitalize on the state park, neighboring forest and local agriculture (2 in support)
- Stay out of our area. No interest! (8 in support)
- A complex that has a theme with assorted shops, places for entertaining children and adults, food services, attractive landscaping (1 in support)
- Develop tourism infrastructure, launch "Big Push" investment, affordable quality housing, safe community (1 in support)
- Maintain agriculture and encourage future farmers to learn about sustaining, growing, and supply for food sources (6 in support)

# **Community Engagement Stations**

#### **Population & Housing**

The population & housing station provided area statistics on the residents, housing, and residential land use in the North Central Plan Area.

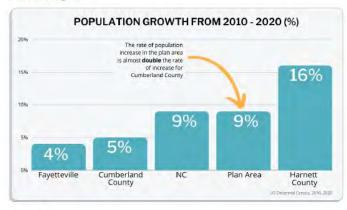


#### **North Central Area Population**



#### How many people live in the North Central Area?

There are approximately 17,094 residents in the North Central Plan Area. This is a 9% increase in population since 2010, where the population was approximately 15,697 residents. This rate of growth is higher than Cumberland County (5%) and the City of Fayetteville (4%). North Carolina grew at a similar rate of 9% over the decade, and neighboring Harnett County saw a population increase of 16% due to development pressures and opportunities surrounding the Triangle. The North Central Plan Area serves as a transitional region between Fayetteville and Harnett County and is likely prime to see continued population increase as Harnett County continues to grow.



#### Small Areas

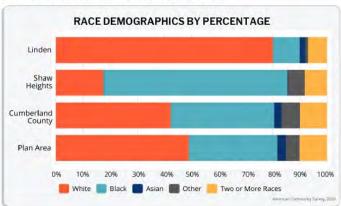


Linden: The Town of Linden has approximately 136 residents as of 2020, which is a 5% increase from 2010 where they had 130 residents. Linden is growing at about the same rate as Cumberland County.



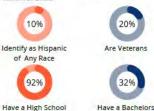
Shaw Heights: The Shaw Heights community has approximately 842 residents as of 2020, which is a 27% decrease from 2010 where there were 1149 residents in the neighborhood.

#### Who lives in the North Central Area?



The plan area is 49% White, 33% Black, 3% Asian, 10% two or more races, and 4% identify as other. Comparatively, Cumberland County is 42% White, 38% Black, 3% Asian, 10% two or more races, and 5% identify as other. The Town of Linden is not as diverse, as it is 80% White, 10% Black, 2% Asian, 7% two or more races, and 1% identify as other. Shaw Heights is much more diverse as it is 68% Black, 17% white, 8% two or more races, and 5% identify as other.

#### North Central Area Population Quick Facts



Diploma or GED



Degree



Average

Household size

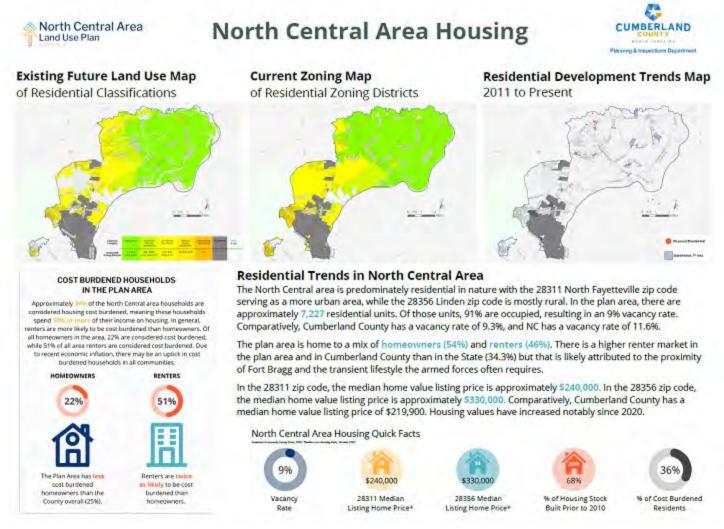


Income

North Central Area Population Display featured at Population & Housing Station.

#### **Stations**

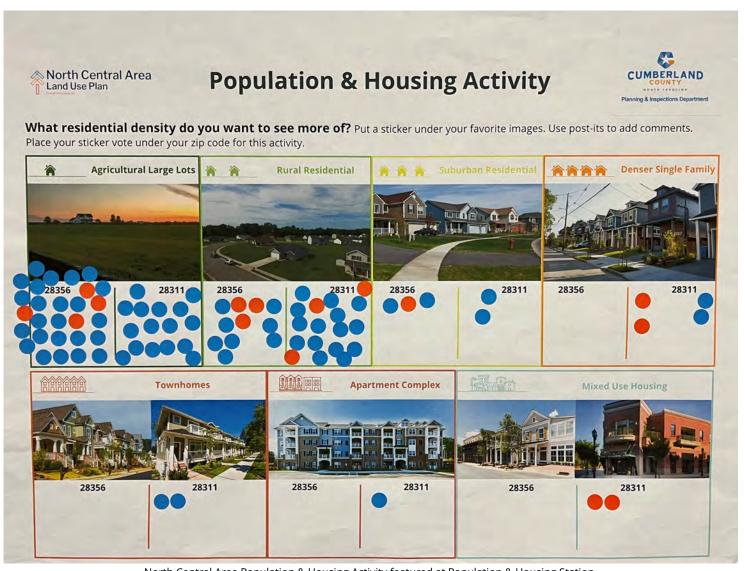
#### **Population & Housing**



North Central Area Housing Display featured at Population & Housing Station.

# Community Engagement Stations

#### **Population & Housing**

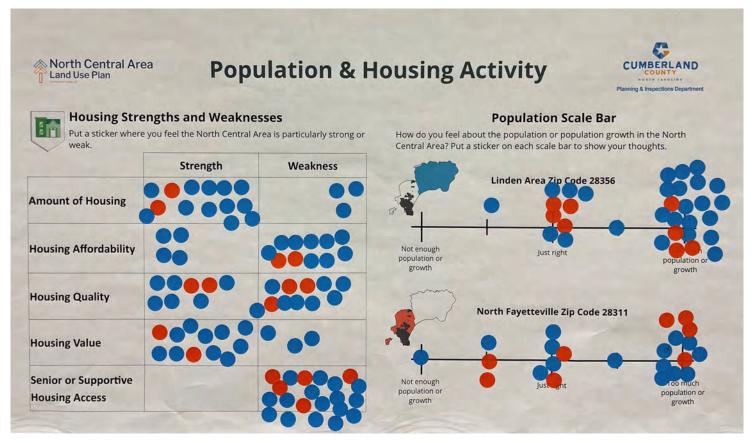


North Central Area Population & Housing Activity featured at Population & Housing Station.

At this station attendees voted on what residential density they preferred within the plan area. Both the 28311 and 28356 zip codes selected agricultural large lots and rural residential lots as their preferred density in the area. Suburban residential lots received a few votes for both zip codes. In the 28311 zip code, denser single family lots, townhomes, apartment complexes, and mixed use housing also received votes.

#### **Stations**

#### **Population & Housing**



North Central Area Population & Housing Activity featured at Population & Housing Station.

At this station, attendees noted that the amount of housing and housing value were strengths in the plan area, while housing affordability was mostly perceived as a weakness. Attendees had split responses on whether housing quality was a strength or weakness. Senior supportive housing access was perceived as a weakness in the plan area.

Attendees also voted on how they felt about the population growth in the plan area by zip code. 28356 residents' responses about population growth were mostly skewed towards too much population growth, while some felt that the population was just right. In the 28311 zip code, residents had mixed opinions on the population growth, with half of the responses noting too much population growth.

# Community Engagement Stations

#### **Employment Trends & Sectors**

The Employment Trends & Sectors station provided statistics on the labor force in the North Central Plan Area, how many people are working, and what capacity/industry they are employed with. This station also provided information on existing commercial and industrial land use in the plan area as well as information about development within the watershed.

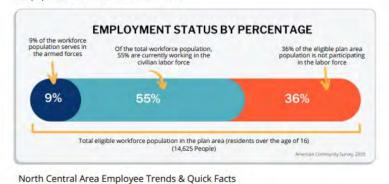


#### **Employment Trends & Sectors**



#### Where do people work in the North Central Area?

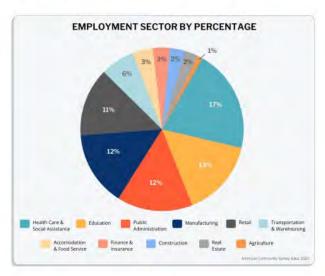
Of the eligible working population in the plan area, 64% is in the active labor force. Within the active labor force, 55% of the Plan Area population is employed in the civilian labor force, and 9% are employed through the armed forces. The plan area has a smaller armed forces population than Cumberland County overall (12%), but it is still much higher than North Carolina's population of people serving in the armed forces (1%). In Linden, 60% of the population is in the civilian labor force, and in Shaw Heights 59% of the population is in the civilian labor force.





The most common employment industry in the plan area is healthcare & social assistance (17%). Educational services is second-highest (13%), then public administration (12%), and manufacturing (12%). The most common industry residents of Linden are employed by is retail (21%), followed by educational services (15%), then manufacturing (12%) and construction (12%). In Shaw Heights, the most common industry that residents are employed by is accommodation and food services (20%), followed by retail (17%), then health care and social services (16%).

As of September 2022, the unemployment rate is 5.8% in Cumberland County, which is higher than North Carolina which has an unemployment rate of 4.8%. The Town of Linden has an unemployment rate of 2%.



North Central Area Employment Trends & Sectors display.

#### **Stations**

#### **Employment Trends & Sectors**



#### **Industry Trends and Land Use**



#### **Existing Land Use Map**

Commercial/Industrial Classifications



#### **Current Zoning Map**

Commercial/Industrial Districts



#### Developmental Considerations Map

Hydrology Features



#### Comparing the Existing Future Land Use Map to Current Zoning

Although this plan area is predominantly residential, there are pockets of commercial and industrial activity. Approximately 1% of North Central's developable land area is currently zoned commercial and 2% is zoned industrial. The combined Future Land Use Map for North Central (2011), North Fayetteville (2003), and Shaw Heights (2008) calls for up to 2% of developable area to be commercial & 3% to be industrial. If residential development continues to rise in the plan area, there may be a need for more commercial land use in the area to support the individuals living in the community.

The largest industrial node in the plan area is home of the Goodyear Tire Plant, which is the 6th largest employer in the County with approximately 2,500 employees. Other large county employers are present in the North Central Area including Cape Fear Valley Health System, Cumberland County Schools, Wal-Mart, and Food Lion. As this area grows, it may become desirable for future economic development opportunities both commercially and industrially.

#### WATERSHED DEVELOPMENT

The map above shows hydrology elements located in the plan area including the floodway, 100 year flood, and 500 year flood, along with watersheds. In the plan area there are 3 watersheds present. The largest is the Cape Fear River, followed by Cross Creek, and Little Cross Creek.

The presence of these hydrology features does not preclude the area from commercial or industrial development; however planners, developers, and business owners will need to collaborate to ensure shoughtful development tactics are utilized that will protect water quality in the area. Cumberland County has a Water Supply Watershed Management and Protection Ordinance, and development in the watershed is regulated through the County Planning & Inspections Department.

North Central Area Industry Trend and Land Use Display featured at the Employment Trends & Sectors Station.

# Community Engagement Stations

#### **Employment Trends & Sectors**

Activities at this station included strength and weakness questions about area business and economics, as well as an open-ended comment box asking what participants felt was the greatest economic opportunity in the area. See below for the results of this activity.



North Central Area Economic Development and Industrial Activty Display featured at the Employment Trends & Sectors Station

At this station, attendees voted on whether they felt the number of jobs, wages offered by jobs, workforce training opportunities, and attractiveness for business owners in the plan area was considered a strength or a weakness. Across categories, respondents noted that economic development indicators were perceived as a weakness.

When asked what the greatest economic opportunity for the North Central Area was, respondents noted things including agriculture & farming, manufacturing, small businesses, and bringing tourists to

#### **Stations**

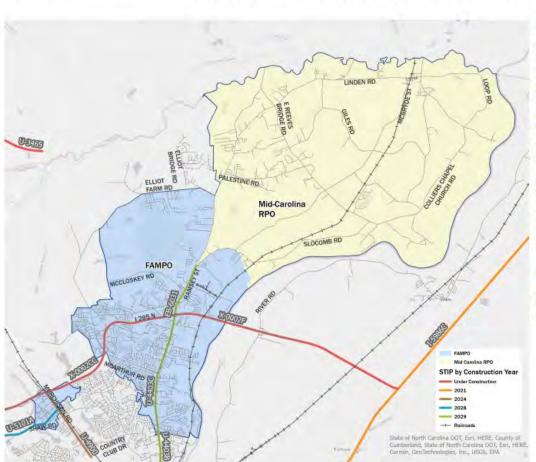
#### **Public Services & Quality of Life**

The public services and quality of life station provided statistics on public service providers in the North Central Plan Area, including public utility providers and first responders. For quality of life, the station covered topics including childcare, education, and healthcare access. There was also a poster at this station that discussed transportation improvements that are upcoming in the North Central Area, as slated by the NC Department of Transportation (NCDOT).



#### **Transportation Improvements**





#### North Central Area Transportation Map

State Transportation Improvement Program (2020—2029)

The North Central Plan Area is serviced by Fayetteville Area Metropolitan Organization which serves the Fayetteville Metro area and covers the southern portion of the plan area and the Mid Carolina Rural Planning Organization which serves the Linden area where it is more rural. These organizations were established as a result of the Federal Surface Transportation Assistance Act of 1973 and they receive federal funding for transportation related projects. Both organizations work closely with the North Carolina Department of Transportation (NCDOT).

This map is the NCDOT State
Transportation Improvement
Program (STIP) map for the 2020-2029
cycle. Projects on the map are
highlighted in various colors that
correspond with the identified
construction year for the project.

North Central Area Transportation Improvements Display featured at the Public Services & Quality of Life station.

# Community Engagement Stations

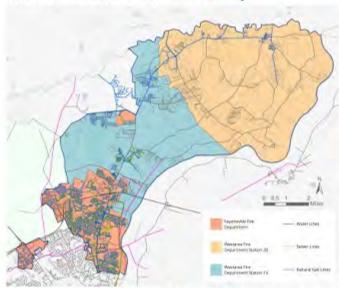
#### **Public Services & Quality of Life**



#### **Public Services and Quality of Life**



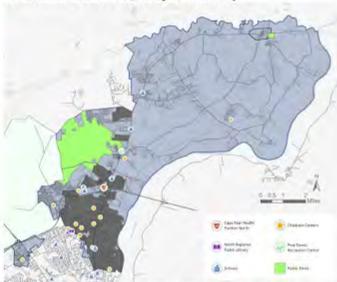
#### North Central Area Public Services Map



First Responders: For law enforcement, the plan area is serviced by Cumberland County Sheriff's Department. In City of Fayetteville municipal limits, Fayetteville Police Department responds to law enforcement calls. Fayetteville Fire Department services the incorporated portion of the plan area and Shaw Heights, while Westarea Fire Station 20 and 15 service the unincorporated portion in the County and the Town of Linden.

Utilities: Within the plan area, various water utility lines exist. PWC, The Town of Linden, and Harnett County provide water service to parcels that are unable to utilize personal wells. In the southern portion of the plan area, PWC offers sewer service. Cumberland County also offers sewer service to the Kelly Hills. Subdivision through NORCRESS. There are natural gas lines present in the plan area, owned by Piedmont Natural Gas and Colonial Pipeline.

#### North Central Area Quality of Life Map



Parks & Recreation: Within the plan area, there are 3 public parks and recreation facilities, including Carvers Creek State Park Sandhills Access, Pine Forest Recreation Center and the Little River Community Park with an outdoor play area, splash pad, basketball court, and walking trail.

Education & Childcare: There are 5 public schools located in the plan area and 2 private schools. All grade levels are covered in the plan area. Cumberland County Public Library has one branch in the plan area, the North Regional Library on McArthur Road. There are 17 childcare facilities within the plan area. 11 are located within Fayetteville city limits, and 6 are located in unincorporated portions of the plan area.

Health Care: 92% of the noninstitutionalized population in the plan area has health insurance. In the plan area, Cape Fear Valley Regional Hospital has a Health Pavilion that offers both primary care and limited emergency services.

North Central Area Public Service and Quality of Life Display.

#### **Stations**

#### **Public Services & Quality of Life**

The activity at this station was a strength and weakness voting question about public services providers as well as quality of life indicators. See below to view results of the activity.



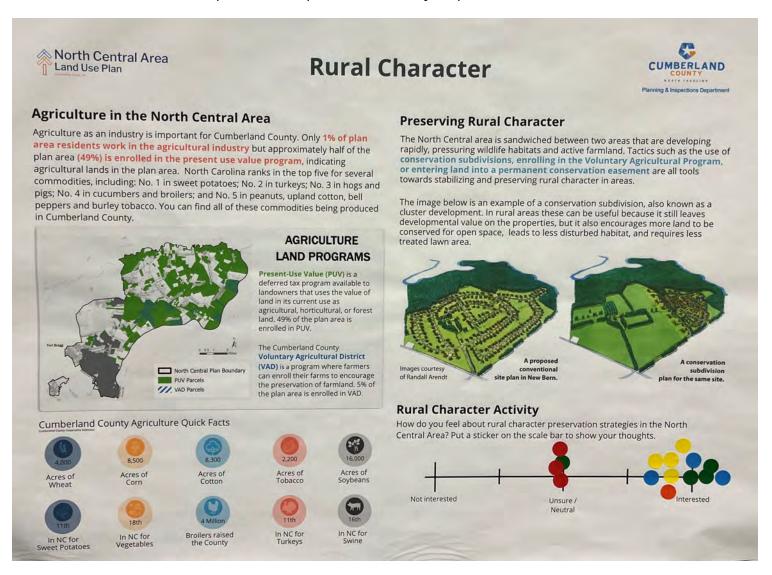
For Public Services indicators, participants voted that public transportation, road quality, walkability, supportive services, and utility quality & access were weaknesses in the plan area. Participants had mixed opinions on police services, educational quality and access, and emergency preparedness with split votes on those being a strength or a weakness. Participants generally viewed fire services as a strength. Although folks had mixed feelings about public services in the area, one participant noted that just because something may be perceived as a weakness doesn't mean the community wanted to see improvements.

For Quality of Life, most indicators were perceived as weaknesses. Quality food options, internet access, childcare options, outdoor recreation options, community-based events, and entertainment options for adults received more votes for weakness as opposed to strength. Participants had mixed opinions on entertainment options for kids, with about half of the responses indicating it to be a strength, and the other half indicating it to be a weakness.

# Community Engagement Stations

#### **Rural Character Preservation**

Due to the rural nature of this plan area, the last station of the kickoff meeting focused on Rural Character Preservation. This station provided statistics on land currently enrolled in the Present Use Value Program and the Voluntary Agricultural District Program, as well as Countywide statistics on agriculture. The station provided information about rural character preservation techniques and planning practices and had an activity that asked respondents how they felt about rural character preservation strategies being utilized in the North Central Area. Respondents were mostly in favor of rural character preservation by the attendees, with some responses stating they were unsure or neutral about those techniques. See the poster and activity response below.



### **Values Survey**

### North Central Land Use Plan — Values Survey

**Question 1:** What do you like most about the North Central Plan Area? What makes it unique? What brought you to the area?

#### **Verbatim Responses**

- Used to like the rural setting before the construction boom
- Rural
- NOTHING... STAY OUT OF LINDEN!!!!
- That it got me out of THE HELL HOLE CALLED FAYETTEVILLE!!!!
- The small-town rural atmosphere of Linden.
- That it was more country and not in Fayetteville
- Not in the City—at least where I live!
- Quiet and privacy with medical facilities, shopping needs within a 30 min drive.
- I grew up here. It is a rural area with less people but I can drive to almost anywhere within 20 minutes.
- Less traffic. More open spaces. Trees.
- Quiet, more land, less traffic, lower crime
- Native- born and raised. Here
- It's a quiet and peaceful area
- I like the fact that it is not overly developed.
   We want to live in a "country setting". We like it quiet, lots of natural scenery!
- The beautiful nature, quiet, and safety
- A quaint and quiet area within close proximity to high interest areas (North Fayetteville shopping areas and Fort Bragg). We were looking for an area large enough for our kids around without the worry of high traffic.
- Rural
- Family owns land. It was quiet.
- I was drawn to the area for the lack of development. Fayetteville is congested and developing rapidly and I like the opportunity to go home and get away from all the hustle/ business

- The quietness, the amount of farmland. Less people and less populated.
- Born and lived here. Unlike most of Fayetteville it is not a "concrete jungle" it is not overcrowded. There is genuine land that you can live on and feel like you are in the country and not simply in a landscaped park.
- Less traffic, quieter rural area but still close to what I need. We like the small town feel without being completely in the sticks. Lots of retirees on the north side.
- It's quiet, it's country, no traffic, no stores
- Rural, less traffic and less artificial noise
- Born and raised here
- I was born and raised in Linden. I love the quiet sanctuary it is. I feel as though slowly becoming overcrowded.
- Quiet, country living without the crime, traffic and trash of Fayettehell!
- I was born and raised here. I enjoy being close to town but not in town. I love the small town feel of this side of town.
- Quiet rural living close to town
- Low population and country living
- Government needs to stay out of our area
- Familiarity native Fayettevillian (North) we retired from the military and decided to come back home
- My husband has living in Linden all of his 42 years of life. His father and grandparents (both sets) have over 100 years combined. We want to live and raise our children in a place where they can be free. Free to play, free to ride, free to hunt, grow their own food, and be as self-sufficient as possible. We love our community.

### Values Survey

### **Values Survey (Continued)**

Continued (**Question 1:** What do you like most about the North Central Plan Area? What makes it unique? What brought you to the area?)

#### **Verbatim Responses (continued)**

- Leave Linden alone, no annexation. Have lived in Linden all my life and own many acres of farm & woodlands (family land).
- That you are leaving Linden alone. Have lived in Linden all my life and it is becoming urban.
   I prefer rural.
- Safe area to live
- Rural family farms and agriculture. Small farm community with quiet life style
- Rural, family farms, quiet, country life
- My family part of this area is the rural, farm feel. I love the open agricultural areas. I enjoy waking up and not seeing houses across the street or behind my house.
- Mix of houses and rural areas
- Property owner
- Undisturbed nature, easy traffic, landscape
- The property I own a quiet non-crowded neighborhood
- The spacious lot I have
- Born here
- Country living, wildlife
- Rural-suburban atmosphere but within a reasonable commute to work and shopping. Overdevelopment is ruining this quality of life slowly but surely. In our Longleaf area, overdevelopment of adjoining subdivisions has led long-established retirees to sell and move, we hate this.
- I like how it is spread out in my area, few neighbors and formerly little noise (not anymore). The miliary brought me here, and I enjoyed my solitude until now. There are new houses being built everywhere.
- Peace
- Lifetime resident. Rural character and the sense of community.

- Quiet and calm feeling. Born here it's home.
- If we keep farmland and if neighborhoods come the houses must have 2-4 acre lots.
- I like the State Park the most unacknowledged asset! For land/Ag land brought me to the area.... It's still (barely) financially feasible.
- I like the space, the quiet, the small-town feel, like we are away from everything.
- The country atmosphere and the way it looks. Less traffic.
- Quiet neighborhoods and open space
- That it is outside city limits and lightly developed
- It's close to town, but still feels like the country. We like the privacy and rural feel, but enjoy the convenience of being a short drive from retail.
- It's not littered with mini shopping plazas, and walmarts etc. Moved here cause we are in the country but also in a great neighborhood we are close enough to walmarts, grocery stores etc. But not in our backyard.
- It's quieter than Fayetteville, has good schools, and has a good commute to post.
- Quiet and low crime
- I am an out of town property owner, so I do not live in the area. However, my properties are in the Shaw Heights area, and when I have visited the properties, I thought it was well located in between Ft. Bragg and downtown Fayetteville.
- Marriage, husband was lifetime resident of Linden, NC. I like the simple life.
- Born & Raised

### **Values Survey**

### **Values Survey (Continued)**

**Question 2:** What things do you wish were different in the North Central Area? List specific things you do not like about the area.

#### **Verbatim Responses**

- Too much new construction, both residential and business. Utilize what exists or tear down and build on existing location.
- Tear down and build on existing home sites.
   Less new building on empty lots.
- There should not be a "plan". This is a fascist dictatorial move- forcing free citizens to join something they don't want! We moved here to get away from the Fayetteville government and especially PWC!
- I "wish" there was no plan. As always, we the citizens are being asked to pay \$ to a government that doesn't serve us!!!!
- I do not like all of the developments going in.
   I do not like the idea of being annexed by Fayetteville. If I had wanted to live in a "city" I would have purchased a home there.
- None. I love this area.
- There is no community rec center; no place for senior citizens to gather or that offers kids something to do after school. Not even a park with swings, etc. We need something that residents can walk to. No grocery stores either. Bus service is very limited. No County involvement at all unless requested. Very difficult to get illegally dumped items picked up.
- Potential for rezoning for industrial uses.
- No services in my area. To get to a County landfill/recycle site, I have to drive to Spring Lake. My area is car dependent. To access parks/rec activities, I have to drive to another area—probably inside or at least go through the City limits to get there. No convenient places to shop. No grocery, pharmacy, fast food, or employment opportunities.

- Grocery store serving the northern areas of the plan along Ramsey St.
- Lack of amenities, limited food delivery.
- New growth, no access to city water or sewer, no police protection.
- Running trails.
- Lack of high-speed internet options. I do wish we had high speed cable in our area.
- Speed limits, the insane amount of trash that is dumped in Linden, and the limited school transportation as well as school or community activities.
- Speed limits in our immediate area are easily disregarded by most drivers which make it a hazard for homes near the main roads (McBryde, Giles, Main). Wish there were more community parks with other family centric amenities.
- Road conditions. Big trucks on back roads.
- Building of neighborhoods. Individual 2 acre or more lots are better for the community.
- I wish the amount of neighborhoods popping up would decrease. The area is becoming overpopulated.
- I do not like vast paved areas, cheap spec homes built only for people not planning on living there long, too many nationwide restaurant franchises, people who have a problem with hunters, homes built so close together they share a driveway.
- BETTER INTERNET for kids education. Not so much nepotism and insider info. Need a doctors office, dentist and safer bus routes for kids. Need sidewalks or bicycle trails. Streetlights in area kids may walk.
- Too many subdivisions. Losing too much farmland.

### **Values Survey**

### **Values Survey (Continued)**

Continued (**Question 2:** What things do you wish were different in the North Central Area? List specific things you do not like about the area.)

#### **Verbatim Responses (continued)**

- More restaurant choices not just fast food, senior center with lots of activities, schools need to be improved and rezoned to accommodate all the new families (Linden needs it's own schools). Roads widened/ shoulders on roads for safely pulling over in an emergency on roads like Elliott Bridge and Elliott Farm, Ramsey needs to be widened to 2 lanes on each side all the way to Lillington with all these new communities that have increased traffic. Need an exit from 295/95 for Lillington to not drop off all that truck traffic on Ramsey. It's part of the traffic congestion problem here. Too many large trucks coming through past Goodyear to Lillington. Northside needs a movie theater, improved bowling alley, better/larger Rec center for the kids. College Lakes is not cutting it and cannot accommodate the expanded north side and still too far for kids out in the rural side/Linden/southern Harnett Co to go to. Same with needing a senior center, better medical care options. If you are going to build houses out here there needs to be improved cell phone signal, internet and activities for families besides medical care/VA services. There
- S a huge military presence here.
- The way it'd being built up. Subdivisions popping up everywhere.
- I wish Linden had better access to internet. CenturyLink is a terrible company that charges \$50 for 3 Mbps, that's the same price Spectrum charges for 400 Mbps.
- That the dirty city is moving way too fast out this way!
- Nothing. Leave it the way it is.

- Lower crime.
- Government screws things up.
- The obvious concern for the residents due to the overbuilding and deforestation. There are ways to develop responsibly. But when it is all about the bottom line, (i.e. tax dollars), the County/City developers are all on the same team.
- Less development. Wildlife is suffering. The deer are showing up in residential areas. The wildlife is compressed between development. Flooding and drainage issues will worsen with the over-development.
- Too much development, poor internet, poor response time.
- Less development Better police services need broadband.
- Traffic management.
- Developers and encroachment from people with money that want to make our land commercial.
- Developers would stay away people who want to make Linden a city.
- If I wanted to change, I wouldn't have moved to this area.
- · Less apartment buildings.
- No housing.
- Upgraded school.
- No good restaurants or movie theatre. Lack of medical facilities. Lack of upscale retail.
- Too many people.
- Growth and development.
- The type of housing being built (high prices, inexpensive materials) is too densely built.
   No privacy berms/trees to give privacy from the road and make it less cluttered-looking for those driving by. Roads narrow in subdivisions. Broadband service subpar.

### **Values Survey**

### Values Survey (Continued)

Continued (**Question 2:** What things do you wish were different in the North Central Area? List specific things you do not like about the area.)

#### **Verbatim Responses (continued)**

- The City of Fayetteville needs to change, too many low income houses. The county does not support rural areas.
- Overdevelopment of subdivisions. Overpopulation/population growth. Terrible traffic getting worse due to over development. You are destroying the charm that brought us here almost 20 years ago. More dollar stores, tattoo shops, convenience gas stations, car washes, and fast food joints is not progress. Annexation by the City of Fayetteville will destroy what is left of the rural-suburban charm that still exists. NOTE: your process is flawed in that there is no cost associated with all the goodies suggested as improvements. A lot of attendees engaged in irresponsible wanting. Notes on check box questions: Workforce education and training only "for skilled, professional jobs." Attract new businesses, but the right businesses. Quality not quantity! Solve the unnecessary overpopulation and traffic management will largely fix itself. I want to stay on Harnett water, not Fayetteville!!! Quality food access means no more fast food joints. How about organic bakeries, organic food stores, organic butchers, protected cafes, good quality delis, dim sum, Mediterranean food. Maximize permanent conservation land use, let our plan area be green in perpetuity. No more national chain stores. Overpopulation and overdevelopment, and encroaching annexation by the City of Fayetteville is ruining the area.
- All the new development. The wetlands.
- Nothing

- No convenience stores in northern most part of this plan area. No restaurants.
- No annexation to Fayetteville at all. Moved out of the city.
- (1) Disconnect between developer plans (e.g. CRA) and County/City/DOT plans. Who is in charge?!? (2) County and City do not (as far as I can tell) talk to each other.
- Would like more nice parks with walking trails and greenways. Would like a Trader Joes right off the 295 to prevent traffic.
   Would like 401 widened to 4 lanes all the way to Lillington. Have a sign ordinance to make it look nicer. Raise littering fines to 500 first offense, 1000 second, and 2500 third.
- Production home developments.
- The new subdivision.
- I would like more grocery store options.
   Harris Teeter or a Publix would be awesome!
   High speed internet, such as Google Fiber.
- All the annexation going on and adding shopping stores. People moved out this way to get away from the city.
- Nothing.
- For Shaw Heights specifically, sewer and better policing would be huge. I would also be nice if a lot of the run down properties were improved and more business was brought into the general area. After all, it seems to be a great location.
- All the new housing development (coming all at once).
- All the new housing developments moving in on old farm land.

### **Values Survey**

### **Values Survey (Continued)**

**Question 3:** What is your vision for the future of the North Central Plan Area? Describe what you would like to see?

#### **Verbatim Responses**

- Common sense into building instead of corruption.
- Seeing buildings being refurbished, less new building on empty lots.
- I hope to be left alone to live in peace without being forced to pay astronomical prices to be hooked to sewer and without being taxed by a government that represent me! ALSO, why are none of the answers on the following questions not "leave us alone and stop trying to steal our money?" That's what we want. That's the most important housing topic, the most important business strategy, the most important public service and the most important quality of life topic.... LEAVE US ALONE.
- ALL HOUSES BUILT AFTER 2019 should be destroyed and all those homeowners shipped somewhere else. All questions below do not account for those of that will fight this illegal action tooth and nail!!!!!
- It would be great to get a few more nice restaurants and another grocery store on Ramsey Street instead of another car wash or convenience store. If housing developments are a must, make sure that they have at least 2 acre lots, but honestly I don't think we need anymore housing here in Linden.
- That you would leave it alone, as is.
- Improved community centric activities and locations without having to drive to or near Skibo.
- Less. There is enough stores and restaurants.
- To keep Linden a quiet country community.
- Less development with smaller lots.

- Less restaurants, less housing, less business.
- I would like to see a community center that is staffed and offers programming for senior citizens and children. Also has a splash pad. We need to be able to walk to the center. Transportation is very difficult. I would also like to see a grocery store. The closest place to buy groceries is Sam's Club which requires a membership. Very car dependent neighborhood.
- I'm too new to the area to answer this question at this time.
- My area needs a County landfill/recycle site.
   The residents would not have to drive to
   Spring Lake or City of Fayetteville to dispose of their waste. I believe this would also cut down on the illegal dumping. I'd also like to see a recreation center with a splash pad.
   The children do not have anything to do after school or in the summer.
- Well planned area with a good mix of open spaces/parks, quality grocery and food options in the north but not too overdeveloped.
- Maintain rural small town feel with a few more conveniences.
- Correct problems above, grocery store.
- Retain pastures and green space. Limit commercial development and home construction.
- Affordable senior housing would be nice. But other than that I don't really think we need much in this area. I'd like to see as much of the natural landscape kept as possible.
- Trash cleaned, speed limits enforced, taxes being allocated not to school board members but to teachers, bus drivers and bus transportation.

### **Values Survey**

### **Values Survey (Continued)**

Continued (**Question 3:** What is your vision for the future of the North Central Plan Area? Describe what you would like to see?)

#### **Verbatim Responses (continued)**

- Added housing areas that are properly spaced apart, planned suburban shopping areas without excessive paved are and proper natural features. Pavement brings flooding and run off pollution in areas that we fish and swim in. Middle to lower middle class housing as well as properly governed and monitored affordable housing. Focus on natural parks and agro tourism. Growth that's not about developers making the most money they can with no regard for population density planning. Businesses that make Linden a self sustaining community and not just a big housing development for people to commute to Fayetteville. A grocery store! A school for this area!
- Everything I listed above. We like the small town feel but at the same time we are the forgotten side of Fayetteville. Everything seems to be catered to the south and western sides of Cumberland Co. Fort Bragg covers several counties and that needs to be taken into consideration when building and adding businesses and schools that so many move to northern Cumberland and Southern Harnett Co.
- I would like to see it left the way it is and stop building houses all over.
- Get more resources for the local community.
   Doctors offices, behavioral health specialists and dentists.
- I would like my area to stay as rural as possible.
- Much, much, much less growth! Keep ot country!!!!
- Stay out of our peaceful area.
- Look at your past mistakes. Stay away.

- Maybe a few new schools. Less spec houses.
   No apartments, shopping centers, or things like that.
- Trees & responsible development.
- More farming, more agriculture, homes on larger lots (2+ acres), no HOA, preserved land for hunting.
- Leave Linden alone, stop developing farmland. Leave farmland as farmland.
- Leave farmland as farmland. Less development.
- The land left alone. No more development or population growth. Keep the farms agriculture.
- Woods land undeveloped. No more population growth.
- I would like to see 401 stay a 2 lane road. I would like to see no more housing developments in the 28356. I want to keep our area rural.
- More walkable areas, more buses, more restaurants, and malls outside of the city.
- One (1) shopping complex possibly.
- I would like to see more growth. A gym or walking trail. I would like to see sewer come through my subdivision. More closer restaurants and manufacturing.
- Less development.
- Control development.
- Continue as a rural-residential area.
- More quality services and retail, not superfuel stations and nail salons and chain restaurants and ABC stores.
- More mom and pop businesses, not another Walmart. Notes: On quality of life: really is this the main topics?
- Less development.
- Control development.

### **Values Survey**

### **Values Survey (Continued)**

Continued (**Question 3:** What is your vision for the future of the North Central Plan Area? Describe what you would like to see?)

#### **Verbatim Responses (continued)**

- The vision of what we think will happen is dark. There is no reason to trust the City of Fayetteville. Prevent creeping annexation!
   What we would like to see: (1) Stop, slow, and where possible reverse population growth,
   (2) Maximize permanent conservation area land use, green belts, and woodlands, (3)
   Prioritize natural beauty, recreation, and quality of residential life over growth and sprawl, (4) Never let the City of Fayetteville annex anything in the plan area again, and
   (5) Allow those using Harnett Regional Water to continue to do so. No Fayetteville utilities!!!!
- Continue as a rural-residential area.
- More quality services and retail, not superfuel stations and nail salons and chain restaurants and ABC stores.
- More mom and pop businesses, not another Walmart. Notes: On quality of life: really is this the main topics?
- If homes to be built do not rezone what was a wetland on prior maps into being not wetland any longer. This is wrong. (?)
- Keep the city a city and the county agricultural. And NO annexation!
- Uncontrolled development (which is the current mode) must be reined in. Glad you are doing this. Utilities access – internet. I work in the area – farming.

- Do not change it. No apartments, no more housing developments, no shopping centers.
- Good schools, places to shop, nice restaurants, nice parks for recreation. I would love an aquatic center like the new one in Raeford.
- Keep it rural.
- Keeping it lightly developed, preserving the forest and green spaces.
- I would like to see a reliable internet provider lay fiber for high speed internet. I would like to see a grocery store somewhere between Goodyear and Elliott Bridge Road. Beyond that, I would home it will remain mostly the same. We love where we live and are not keen on the City of Fayetteville filling in around us.
- I enjoy the area as it is.
- For Shaw Heights, a convenient spot outside Ft. Bragg and Fayetteville with decent shops and living accommodations. I don't expect it to be one of the nicer neighborhoods, but it could be a nice, conveniently located neighborhood that is on the affordable end of the spectrum.
- Need 4 lane highway on 401 to Linden. If improving access to business financing means bring a bank to the area, then yes.
- Less development, less traffic.

### Values Survey

### **Values Survey (Continued)**

**Question 4:** Which Housing topics do you think are the most important for the Plan to focus on? Check the box(es) next to your top 3 topics of importance.

Housing Topic	Responses
Supporting redevelopment of existing housing	31
Increasing senior and supportive housing options	25
Encouraging new housing development	7
Increasing home values	23
Increasing housing affordability	15

**Question 5:** Which Business and Economic Development strategies do you think should be prioritized? Check the box(es) next to your topic 3 strategies of interest.

Business and Economic Development Strategy	Responses
Increasing job opportunities	33
Workforce education and training	42
Improving access to business financing	11
Attracting new businesses	12
Improving access to personal financing	11

**Question 6:** Which Public Services do you think are most important? Check the box(es) next to your top 3 topics of importance.

Public Service	Responses
Traffic management	39
Education quality	47
Utilities access	29
Safety services (fire, police, EMS)	44
Public transportation access	9

**Values Survey** 

### **Values Survey (Continued)**

**Question 7:** Which Quality of Life topics do you think are most important to you? Check the box(es) next to your top 5 topics of importance.

Quality of Life Topics	Responses
Entertainment options for adults	14
Medical services	32
Internet options	41
Quality food access	1
Entertainment options for kids	19
Childcare access & affordability	16
Public art	8
Retail options	11
Access to public parks	31

**Question 8:** Of the four categories mentioned above, which are the most important? Check the box(es) of the 2 topics that are most important to you.

Category	Responses
Business & Economic Development	7
Public Services	23
Quality of Life	54
Housing	14

### **Values Survey—Demographics**

What is your ZIP Code?

ZIP Code	Responses	Percentage
28311	24	34.28%
28356	45	64.28%
Other: 27603	1	1.42%

### **Values Survey**

### **Values Survey—Demographics (Continued)**

What connects you to the North Central Plan Area? (Select all options that apply to you)

Connection	Response	Percentage
I am a renter in the area*	4	5.71%
I am a homeowner in the area*	61	87.14%
I am a property owner in the area*	28	40.00%
I am a business owner in the area*	10	14.28%
I am a key investor in the area*	2	2.85%
I work in the area	11	15.71%
Other: Drive through the area	1	1.42%
Other: Volunteer firefighter	1	1.42%
Other: Military retiree	1	1.42%

<sup>\*</sup>Indicates multiple selection responses.

### What is your racial/ethnic identity? (Select all options that apply to you)

Race/Ethnicity	Response	Percentage
White	48	68.57%
Black	6	8.57%
Hispanic	1	1.42%
Asian	0	0
Native Hawaiian or Pacific Islander	0	0
American Indian or Alaskan Native	0	0
Two or more races	7	10.00%
Missing	9	12.85%

<sup>\*\*</sup>Survey responses with multiple selections were moved to the "Two or more races" option.

<sup>\*\*</sup>Over a third of respondents selected two options, roughly 12% of respondents selected three options, and one respondent selected five options.

### **Values Survey**

### **Values Survey—Demographics (Continued)**

How old are you?

Age	Response	Percentage
Under 20	0	0.00%
20 to 30	4	5.71%
31 to 40	10	14.28%
41 to 50	20	28.57%
51 to 60	15	21.42%
61 to 70	8	11.42%
71 or older	10	14.28%
Missing	3	4.28%

### What is your typical annual household income?

Annual Household Income	Response	Percentage
Less than \$15,000	1	1.42%
\$15,000 to \$24,999	1	1.42%
\$25,000 to \$34,999	4	5.71%
\$35,000 to \$49,999	8	11.42%
\$50,000 to \$74,999	9	12.85%
\$75,000 to \$99,999	14	20.00%
\$100,000 to \$149,999	16	22.85%
\$150,000 to \$199,999	10	14.28%
\$200,000 or more	2	2.85%
Missing	5	7.14%

### Stakeholder Engagement

### **Stakeholder Engagement Summary**

Area stakeholders were identified as apart of being a part of an individual group that had knowledge about the area's infrastructure, public services, economic development, housing, or a combination of all of the above. Stakeholders were contacted by e-mail or were directly introduced by the North Central Plan Area Steering Committee for their request for input.

To reach a diverse group of area stakeholders many organizations were contacted for their interest to participate; such organizations/stakeholders included government officials, local farms, public services representatives utility providers, local business Fort Liberty officials, developers, and area resident representatives.

In total 59 area stakeholders identified were reached out to. 23 interviews were completed of those who responded, were willing to participate, and ultimately completed the interview. Certain organizations had multiple stakeholder interviewees within the organization which were not counted as additional completed interviews.

Stakeholder interviews were conducted from October 19—November 3, 2023 and were conducted either by phone, in-person, or as a written questionnaire; whichever the stakeholder desired. The following pages are a summarization of the stakeholder results placed into categories of a related nature.

The following pages are notes and a rough summarization of the stakeholder input received put in various categories.

### Stakeholder Engagement

### Stakeholder Engagement



#### Under Related Votes

#### Services / Infrastructure:

- Linden facing drainage issues, canal in town to alleviate drainage issues has been/is routinely blocked by beavers which aggravate drainage and flooding issues.
  - a. Beaver management Program is needed.
- Linden's water system needs to be expanded (water is purchased from Harnett County) but it is Linden's water district (state/federal grants may make this possible)
  - Linden likely to switch to digital water meter readers following Harnett's lead.
  - Harnett will not expand water lines, it just provides the water to Linden, Linden or another entity must expand the system in that district.
- Linden desires to have access to a sewer system and better internet (state/federal grants may make this possible)
  - Soil in area not entirely suitable for septic which inhibits growth without access to sewer.
  - Sewer availability not likely from Harnett due to cost of crossing river - perhaps future local/state/federal funding may provide access/grants.
- Linden is stuck with lack of proper growth because there are residents who
  are not looking to the future and are only concerned about themselves,
  Linden needs to increase in size/population to be able to get the desired
  services (water/sewer/fiber)
  - a. Not much sense of community there is a divided between who is in Linden vs who is out - those out have limited to no representation but greatly outnumber the actual population of Linden.
  - Increase in population by expansion of Linden's town limits will increase population base for those wanting to serve on councils/committees who are currently ineligible despite their proximity to Linden.
  - c. People are concerned about being annexed by Fayetteville and annexation by Linden is far more desired.
  - Increasing Linden's MIA jurisdiction will allow for development to be more aligned with the goals of the community for commercial/residential development.
  - e. Linden should be able to / needs to annex out more Linden Township should be from the top of the county through Giles / Duck Pond Loop Road
- 5. Linden has limited or a total lack of access to certain services.

### Stakeholder Engagement

- a. Transportation (Taxi's / Uber / Bus Service) / senior care services (Meals on Wheels / Transportation/ etc.)
- Ear away from nearby necessities like health care / groceries / restaurants
- Limited resources for lower income population / outreach from providers - Lack of services and information may force low-income residents to move closer to the city / urban areas.
- Linden Park should be built upon ball fields / youth sports / events / etc.
- There is misinformation about what exactly the County / State/ Linden can do / is able to do in the plan area.

#### Housing / Development:

- Linden Needs Development Support for both Residential and Commercial / Linden should receive support and be worked with - should be made a goal/priority.
- Rural / agricultural Character of the general Linden area should be recognized and maintained.
- Linden and the general area around linden have multiple run-down homes and businesses that need to be addressed by proper removal or revitalization.
- 4. Reduce/Restrict Pencil lots (thin / small need 1+ acre lots
  - Would like to avoid neighborhoods and R40 Lots Would prefer 2-10+ acre parcels rather than a 30 acre- 15 home subdivision spot development.
- 5. Promote responsible developers.
- Development within / around Linden supporting unique dining options / short term lodging / small scale industrial will promote tourism / Fort Bragg/Liberty soldiers here temporarily for training can stay <u>In</u> the area and bring in revenue
- Sign Ordinance too restrictive for small / rural businesses / prevents properly advertising their business (especially At sign regulations) - limited road-side exposure can break a business.

#### Services / Infrastructure:

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 Sheriff's Office response time slow, lack of deputies in area is an issue / budget should be increased for staffing levels and salary for retention.

### Stakeholder Engagement

- The Fire Department is appreciated and has a good response time but should have more full time / paid staff,
- Expanding water and sewer services in the north portion of the county may promote undesirable growth.
- County should be involved in providing needed services (Funding or getting grants / cost-share with developers and /or utility providers)
  - Departments in general should look into grant funding and budgeting while working with state/local/regional partners to address issues and access to services/resources.
  - b. Service needs to be dependable and affordable.
  - New Services need to be planned for future use and growth rather than just to serve present capacity.
  - d. Water infrastructure in plan area is limiting for Fire Emergency Response - New Developments aren't don't even have adequate systems.
  - e. Area's incoming population growth outpaces existing infrastructure.
  - f. Utilities should be available to all residents surrounding counties have way more water available to rural areas compared to Cumberland.
  - Sewer Wastewater services are needed for most industrial and commercial uses,
  - h. Everything is being moved online (county services included) but there is limited access to quality internet in the plan area; if the county is pushing to online infrastructure, then they need to provide internet infrastructure everywhere.
  - i. Health Pavilion North should be expanded / provide more services.
  - Limited resources for lower income population / outreach from providers
  - Another Waste substation / Containers site should be done in the plan area.
  - County Trash Service Should be available and public Water should be more available.
  - m. Once the federal/state government decided that fiber/internet is the priority that it is there will be public funds / grants available to bring internet services to rural areas before that it is cost prohibitive for local jurisdictions and for-profit companies.
- Cumberland County should be providing the utilities in Cumberland not Harnett.
  - a. most prominent reason being is that if Harnett Utilities are being improperly managed in Cumberland County, affected individuals cannot go to their local commissioners/government for representation to fix the issue; Harnett County commissioners / staff don't care about what people in Cumberland County have to say / are having issues with

### Stakeholder Engagement

- if services are going to cross county lines the policies between the two need to match (Harnett designs / provides specs for a system and then Cumberland County wants things changed)
- Aqua currently only services small portion of plan area; works with newdevelopment to offer services - doesn't expand lines or service without development - does not provide wastewater services.
  - Harnett Water District Elliot Farm Bridge / Ramsey McArthur Road up to Mccormic Bridge - River is Dividing Line
- Electrical infrastructure near Goodyear is insufficient for new proposed industry/heavy commercial; there is the ability to get it there, but it doesn't currently exist on site.
- Transportation infrastructure could use development- traveling is require living in the plan area with longer distance driving required for medical care / food (restaurants / groceries)
  - a. Some groups are fine with the distance of traveling for shopping / necessities to keep the area more rural / some would like those options to be more spread out in the plan area, so transportation and marginalized communities aren't so affected.
  - Public transportation / rural transportation to the city of Fayetteville for lovy income / senior citizens needed.
- RJ Coreman (RR) has the ability to service the industrial area near Goodyear with access to CSX & Norfolk Southern using their lines; have the ability to run more frequently without much concern.
  - RR Improvements in the immediate area need to be made so the line can be full speed,
  - b. Building neighborhood developments close to Rail lines is not a good idea as it leads to complaints / issues that can't readily be changed / addressed and limits future growth and development - Rail Serve site and corridors should not be developed residentially:
- 10. Plan area as a whole should have better road infrastructure / there are times when a bridge / road is out and will drastically increase drive time heavy construction delays / extreme detours.
  - Secondary roads are poorly maintained and need to be enhanced / improved.
  - Side-Road infrastructure off Ramsey near goodyear is not sufficient
    to serve large industrial client; preemptive infrastructure to service
    the area would greatly encourage industry and growth in that
    particular area.
  - c. 401N Should be 4 lanes north of Kelly Springfield
- Biggest challenge to development is that developer's foot the bill for all the infrastructure.

### Stakeholder Engagement

- a. Developers shouldn't be solely responsible for DOT requirements for changes to the road to meet development requirements - DOT should also plan for further development.
- b. Dot should be prioritizing improved lighting / widening of roads cost shouldn't always be on developer.
- Future 421 Bypass / 44 Bypass may be in the works in the next 20 years and may drastically reduce travel in the area and spur development,
  - Greensboro to Sanford interstate being constructed may eventually tie into 295 (future 1-685 / currently 421) - Key to further development in the plan area and beyond,
- 13, Rural / Small businesses are faced with heavy restrictions meant for large commercial operations - there are some inspections / requirements / ordinances that can prevent a small business from flourishing or even operating.
- 14. Joint-Trenching is the best way for utilities and governments to reduce costs and use existing infrastructure / prevent future damage during construction in neighborhoods / roadways.
- 15. Lack of sever inhibiting development
  - Either need to provide sewer or allow community septic.
  - most soil in area not suitable for higher density / commercial development on septic systems.
  - Sewer through Harnett County not likely due to expensive lift station / crossing river.

#### Housing / Development:

- There is a need for a good balance to planned growth and development and preservation of farmland and rural character.
  - Allowing for lower density housing can help preserve farmland by not using all available land for home lots and instead reserving some for agricultural use.
    - Agricultural land is being sold and/or lease agreements are being pulled to sell large, farmed land to be developed due to unregulated growth practices.
    - Modern development (homes clustered close to roads / long thin lots / etc.) which reduce rural appearance.
  - b. Green Space / Rural Character should be promoted.
    - More aggressive neighborhood/greenspace ordinance should be created/enforced.
    - ii. Inland flooding is more prevalent than ever due to a combination of climate change related weather and impervious surface due to development - mitigating risks is a challenge - stream debris clearing should be a priority in maintaining river/floodways.
    - Commercial and High-Density Development should be required to have designated green space.

### Stakeholder Engagement

- c. Clean / Non-polluting industries should be supported / promoted.
- d. Area North of E. Reeves Bridge Road should remain Rural/Agricultural
- Growth must be heavily regulated with strict zoning ordinance requirements (and enforcement)
- Industrial / Residential areas should be protected from each other with adequate buffering / distances / uses - Potential industrial sites can be compromised by nearby residential developments.
  - Responsible industrial / manufacturing growth will provide higher paying jobs for the area than other commercial service/distribution jobs.
  - b. Commercial & Industrial Development should be promoted over residential development - commercial provide more revenue and residential tends to be more of drain due to required services (long term services for residential are more costly in terms of the tax base compared to commercial entities
  - All intersections of major roads should be allowed to be commercial to allow for accessible grocery stores / showing / needed services.
- The schools are overcrowded there needs to be a better teacher / student ratio / a new school would drastically benefit and service the community,
  - Reilly Road School to be decommissioned? may affect schools / people in plan area.
  - b. Any further residential development within the North Central Plan Area, the school district will have to consider redistricting school assignment areas within the county, as the current capacity of school buildings located in the North Central Plan Area is insufficient to support further growth.
  - New / improved schools promote development a new school is needed in the plan area - once established it will promote development in the area.
    - i. Community College or children related school (either)
- Focus locating commercial and industrial sites / development along Ramsey and areas near the 295 interchanges where similar activities exist and there is the infrastructure.
  - a. 401 N Site (Near Goodyear) is prime manufacturing/industrial site opportunity for plan area - access to 295 / Cape Fear River / RR
  - Development along Ramsey will spur growth and services to the entire plan area.
  - Development should be promoted where existing services are available.
  - d. Grocery store options and retail business south of Elliot Bridge Road can be promoted and provide for the entire area without having to expand into rural / agricultural areas.
  - e. Housing development should also occur along Elliot Bridge Road rather than expanding east into agricultural areas / these same areas can support mixed development.

### Stakeholder Engagement

- f. Housing Development along 401 and 217 should be better controlled.
- g. Mixed Use Development might have a strong opportunity in the areas north of Pine Forest Middle school but integrating the correct commercial development into the mixed use is a priority.
  - Mixed use shouldn't be so difficult to do requirements should be more spelled out and available - currently requires commercial zoning and special use permit.
- 5. Affordable housing should be promoted.
  - Low Income housing lacking in plan area need to promote / provide.
- Cross Creek State Park and Linden Little River Community Park should be expanded / further developed.
- Potential Policy/Plan Deviation by Staff/ Appointed Boards / Elected
  Officials needs to be reduced need to have more public input on cases
  that deviate from plans such cases should be heavily made aware of to
  public, to get input.
  - a. Economic / Residential Development need a diligent / hard working planning/permitting office that meet deadlines and don't unnecessarily delay projects - information about what needs to be provided for a submitted projects needs to be readily available and not change / require unadvised information after submittal.
- The overall community is lacking a senior only living subdivision / apartment complexes, but larger lot homes should still be the primary focus.
- Plan area could use additional shopping & activities (strip malls / dining / parks / pools / open- air theater
- Loss of zero lot line subdivision stopped / drastically reduced development in the county.
- 11. Old / Run Down Mobile home parks should be gotten rid of / developed in another manner - ways to do this should be made / promoted - new mobile home parks should be not allowed / restricted.
- Light Commercial is okay in some rural / agricultural areas but most commercial cannot be sustained either at all or without heavy development of the area which may not be wanted.
- 13. The County / Area needs to decide what they want to have in the area (industry / commercial / etc.) and promote that specific use; long term plans need to be made and followed through with.

### Stakeholder Engagement

#### Add found to forqueous

#### Areas & Communities to examine:

- Eastover is a good example of mixed used Commercial / Residential / Agricultural
- Robeson County and Pembroke Community support for the LNG Plant Projects is an example of successful infrastructure planning.
- Carotina Gardens of Fuquay Varina is a good planned senior-only tiving subdivision.
- The cottages on Ramsey (Nandina Court?) are good examples of planned housing developments.
- Brunswick Forest (Leland, NC) is an example of a strong / ideal location/community (Walking trails / bike paths / poos & recreational facilities/parks with access to full commercial/entertainments services (grocery/theatres/gas/ coffee/special interest) Access to urgent care / pharmacy.
- 6. Nashville / Clarksville Good templates for planning and rail development
- Examples of strong economic development / programs are Sanford Area Growth Alliance / Wake County Economic Development / Chatham Conty Economic Development
- Lee County / Sanford Vinfast / Toyota are examples of good planned economic development,
- Sanford area is an example how multiple surrounding counties/jurisdictions got together to provide services across county lines to benefit the entire area.
- 10. Does FAMPO's Plans match future growth for the area?
- Red Oak area (Nash County) is a good example of planning Rural Development grant for fiber - good school system / strong infrastructure / education and grant opportunities.
- Cliffdale Road area is an example of bad planning / development in conjunction with Fort Liberty / Buffering
- Apex / Holly Springs / Lillington are good examples of planned development
   joined urban center / town center / open air construction tie in urban
  living.

### Stakeholder Engagement

#### Other Notes:

- Voluntary Agricultural Districts / Parcels: Protect from development; keep them in mind / expand program / educate.
  - a. The agricultural used land is mostly leased and not owned by the farmers and such farmers are frequently losing access to large lots being bought up - hard to continue agriculture in the region and it should be protected.
- Planning Staff and Boards should be cognizant that their policies and decisions could have major impacts to marginalized communities (i.e., elderly, and socioeconomically disadvantaged)
- Information & public meetings in general is not well communicated to the public - utilizing churches and community clubs to disseminate information would be a good idea.
  - a. The Land Use Plan / Map is misunderstood, and you may need to provide more education / advise the public further on the matter.
- County / Local Government should host seminars / provide information / grants for small/agricultural businesses.
  - a. Provide opportunities / education for retiring military / those leaving the service.
- Local workforce and companies should be priorities for the construction and maintenance of new/existing infrastructure,
- While there is current infrastructure along Ramsey it needs to be bolstered for new industry and projects for the area.
- Large tracks of land have been bought up along Ramsey and Linden Roads with no indication of further development.
  - a. developers plans & future plans in general for the area should be made widely publicly.
- 8. Environmental Justice Toolbox / Green Growth Toolbox
  - a. PFAS and emerging containments need to be monitored in region.
- Fayetteville area is in the labor-shed of Raleigh Durham / 87 / Lee County suppliers may have an interest in locating to the area.
- 10. The county / city could purchase abandoned projects/buildings so the decaying structures can be demolished for both safety and for the visuals of attracting new businesses.
- 11. Cumberland County is not a true agricultural community / county farming is not huge in the area like it used to be, and protection of farmland shouldn't be the main focus of planning staff most of the protection of farmland is pushed by individuals living rural and who want to influence

### Stakeholder Engagement

what other people can do to their properties after they have already settled onto agricultural land.

- a. protecting farmland is not supported by large acre lots, small tracks of land should be available in agricultural areas to preserve farmland rather than eat it up with large lots.
- b. there is an issue with residents demanding development stop after they move/ buy into the area.
- c. Rural Communities with large amounts of land but less population are often a vocal minority demanding things happen a certain way affecting a higher amount of population or restricting growth that would serve more people.
- d. Rural communities sometimes demand city/urban services but don't want to grow / change to support those services - who pays for the services? For Profit entities will not get a return on investment / counties have to use a lot of taxpayer funds to establish services (funds from a lot of people - to serve so few)
- 12. The county shouldn't be so focused on what others say should happen in an area that doesn't belong to them there shouldn't be public meetings or boards deciding on if a property owner can / cannot do something just how to make the project feasible and provide requirements so the development isn't a nuisance to the area.
  - a. Landowners/Residents thoughts / representation should be more of a concern than developers / engineers / soil scientists / etc, - If things are difficult to work with in Cumberland County the latter can get up and move - do business elsewhere - the landowners and residents are here to stay and will work with the county rather than just up and leave
  - Developers should receive assistance from the county not roadblocks.
  - For a plan to be useful, it needs to be developed property and followed strictly with all decisions matching the plan - these are long range plans, and they need to be followed in the long-term
- 13. If Fort Bragg/Liberty is willing to share / provide services (electrical / internet/gas) across boundaries than the county/city shouldn't be so accommodating for them
  - a. It should be clear if there is utility sharing across base borders.
  - Low Flying Helicopters / other aircraft over plan area from Fort Bragg/Liberty - disruptive and possibly not conducive for development (https://home.airmy.mil/liberty/noise-abatement)
- 14. Ramsey Street is unattractive, and the road(s) need to be better developed with proper entrances and there should be development standards (cosmetics / appearances) Design standards should be a rule.
  - a. people like the rural look because it has aesthetic values this look should be promoted through all development - large green open spaces / set back from road / wooded areas or proper landscaping

### Stakeholder Engagement

so there isn't such a stark difference between rural residential lots to commercial businesses.

- 15. Flex areas may be a good solution for larger portions of the plan area to allow for potential multiple uses that are compatible instead of just focusing on one use - may need requirements for improved buffering requirements between uses.
  - any use should be allowed anywhere (allow people to use their land as they desire) as long as there is an effort to keep an aesthetic appeal to the area.
  - b. Specific use of a property should be decided by the property owners # developers and the county only needs to guide how it is developed - the development shouldn't cause a nuisance but should be allowed.
- 16. County should work with / look to surrounding counties / jurisdictions to make sure the plans are cohesive between different districts.
  - a. City Of Fayetteville FLU Map Should be match for MIA area of region.
    - The MIA has the potential to be extended in the plan area in the future, but no formal talks have been taken place.
- Carvers Creek State Park is protected (Conservation easements) FLUMap shows some residential in protected areas and should be changed.
  - a. RCWoodpecker Craver's Creek State Park in Plan area
- ACUB Fort Liberty Priority Area (See Map) Protect from incompatible development outside of Base Jurisdiction - High Density and certain Commercial/Industrial uses can be a huge issue.
  - a. Helicopter crash zones / accident potential zones
  - Residential uses will often lead to complaints as well many that can't be addressed / fixed.
  - c, Fort Liberty is running out of airspace on base due to development (ne ranges and pressurizing non-live firing ranges) Means more off-base flights / training.
  - Barracks issues and general growth will have a lot of future soldiers and families move off base,
  - e. WOMACK Level III Trama Center Has been taking Civilian Cases
- 19. The plan area lacks shopping for residents; they have to drive to & take their money to the City of Fayetteville and large chain businesses that don't really put the money back into the community.
  - a. A lot of land is available in the plan area there are a lot of opportunities with location for patronage from Fort Liberty / Fayetteville / Raleigh
  - b. Outdoor entertainment will allow growth around such a venue family related ballfield - not professional team - can bring money in for services and community (like Soccer Complex in town)

### Stakeholder Engagement

- 20. The environmental health office is in a poor state; it needs to be brought up to working standard so developers and residents don't have to rely on soil scientists if no sewer is available and the county can't adequately provide septic permits/inspections how can development happen? The county should emphasize keeping staff; getting new staff is nice but maintain staff is better to keep the institutional knowledge. Perhaps the city can provide support to the county for environmental health services.
- Fail Fast Approach learn from mistakes / issues and continue not. continue to hamster wheel the same failure/issues.

Items of significant importance (From Thoughts expressed above by multiple stakeholders)

- Development IS coming to the 401N Area, how it is managed / what is promoted is key for the area's interests.
  - Growth (non-rapid) needs to happen, or housing will end up vacant and people will move out of area.
  - b. large tracks of land have already been sold near Ramsey / Elliot Bridge area for potential future development.
  - c. lack of sewer in certain areas is slowing development, if sewer was already present the area would be growing at a faster rate.
- 2. Water / Sewer / Fiber are key for development where wanted / needed.
  - a. Utility Services are heavily desired in the region (Sewer/High Speed Internet)
    - the County should provide access or help provide access to services.
  - b. Pay-back structure to developers / utility providers (they would foot or share up-front costs for development and put in larger utilities that needed for development as further growth is spurred by the utilities the county would pay back as further growth happened due to the increased services to a particular area
    - options for developers to have reduced expenses for bringing water/sewer to a site should be promoted / Cost-Share / Tax. Incentives.
    - Gounty needs to work with developers to support a plan / development partnership (developers / county rely on each other)
- Development should be promoted in locations with existing services (water/sever/fiber/roads)
- Development should be promoted Along Ramsey Street (Between City of Fayetteville and Elliot Bridge Road

### Stakeholder Engagement

- Rural / agricultural Character of the general area should be recognized and maintained. Rural landscape should be maintained // Rural Character Preservation
- Fire Department / Emergency Service (non-Law Enforcement) Response time is praiseworthy.
- Sheriff's Office presence and response time in area is inadequate Increase Staffing in general, Sheriff's Annexes already built should be utilized / manned and not used as a break room (Honeycutt / Linden)
  - Increase budget for number of staff and better pay for staff to reduce vacancies and maintain high quality service across all Emergency Services
- Expansion of Linden (Limits/MIA) is important to grow the town / provide services / allow those in Linden area to have a voice in their community.
  - People around Linden but not within town limits aren't represented in Linden's affairs and is causing frustration / Issues.
- Green Spaces and vegetative buffers should be required as apart of development to help maintain a more rural look and promote drainage (reduce environmental impacts)
- Flooding is a primary concern / challenge facing a variety of individuals/organizations in the area.
- 11. Industrial / Residential areas should be protected from each other with adequate buffering / distances / uses - Potential industrial sites can be compromised by nearby residential developments.
  - Buffering needs to happen between Commercial / industrial / residential - but needs to be equitable for all parties.
- Development along Ramsey will spur growth and services to the entire plan area (and beyond)
  - a. Future Land Use Map should reflect more industry / commercial up Ramsey being buffered by higher density residential before it meets agricultural areas.
- 13. Utility Providers generally rely on new developments to spur their services into an area; providing services to existing sparsely populated areas provides little to no return on investment utility providers are for profit entities and wouldn't take a loss to provide such a service.

### **Draft Review Session**

### **Draft Review Session**

The Draft Review Session took place on Tuesday, April 30, 2024, from 4 pm to 8 pm at Pine Forest Recreation Center. A total of 74 people signed in for the event; however, several individuals did not sign in, including groups where only one person signed in. It is estimated that the total attendance was between 85-95, which included area residents, stakeholders, and steering committee members. Attendees could view the plan highlights on large posters, communicate with staff, or review the draft plan in its entirety, which was available in person at the event and online. Attendees could also fill out a questionnaire regarding the draft plan, which asked if the draft Future Land Use Plan and Map met their view of the future of the plan area. A total of 16 surveys were filled out, with the results following. Comments are as verbatim as possible, but there may be some discrepancies based on some illegible words or sections.

#### **Question 1**

The Draft Future Land Use Plan...

- Matches my view of the future of the plan area.
   (2)
- Partially matches my view, but I have some concerns or suggestions. (5)
- Does not match my view for the future of the plan area. (6)
- More than one item marked. (0)
- No Answer (3)

Of the 16 surveys, **10** had additional comments to this question. See next page.

#### **Question 2**

The Draft Future Land Use Map...

- Matches my view of the future of the plan area.
   (2)
- Partially matches my view, but I have some concerns or suggestions. (4)
- Does not match my view for the future of the plan area. (6)
- More than one item marked. (2)
- No Answer (2)

Of the 16 surveys, **9** had additional comments to this question. See next page.

### **Draft Review Session**

#### **Question 1 Comments**

- Areas designated medium density that were previously low density neighborhoods in question Pine Valley, Long Leaf, Currin Hills / Lakes Most lots are normally .5-1.0 acre water, no septic.
- Do not want anymore development on Linden Road. Don't want a solar panel farm on Linden Road.
- Do not want additional development
- There is a 4-way stop at East Reeves & McBride roads. Stop signs are on E. Reeves but nothing on McBryde. We had many accidents & deaths. We have asked DOT & made complaints to county. We need a 4-way stop signs or rumble strips or flashy lights at the 4-way.
- 7XX Slocomb Road. Is identified in the flex area and would like to remain as is to include the surrounding properties. Commercial development on the land behind us would impact the rural community and farm life atmosphere we love. It would increase traffic and people in our small area which is not what we want as residents.
- 6XX Slocomb Road is identified in the flex area. Would like to remain as is to include the surrounding properties (PND)
- I do not like the extension of the Rural Residential area extending down Loop Road and down Durant Nixon past Hawkins Road. Not all of that area has water lines and the roads in that area and around it are very narrow and in poor shape to support more than occasional traffic. Please do not turn this beautiful rural agricultural area into the cookie cutter, traffic filled areas (fiasco) we see in other counties.
- Area south of Linden MIA planned as rural density residential versus rural agriculture. Developments such as corner of 401 & Horseshoe Bend just over the Harnett County Line. I grew up on a tobacco farm between X + X on 401 no longer anything but housing development I am concerned the same will happen in our area. I admit to being somewhat fatalistic as the little guy does not seem to have influence. THANK YOU.
- According to the past meetings (approx.. 8 years ago) the end result was the area to remain tree & agriculture because the water table is very high. A rumor is that a solar panel field might come on McBride, No! No! No! No! They are too ugly! And not worthwhile. Also the city of Linden could advertise & put a shop across from the post office which has been vacant for years!
- \*CONCERED LINDEN WILL BE ANNEXED WITH FAYETTEVIILLE.\* MAKE SURE CURRUNENT DUMP SITE ON MCBRYDE NEVER GETS MOVED BECAUSE OF NEW HOMES PUT A FENCE UP!!! NEVER ALLOW SOLAR FARMS.

#### **Question 2 Comments**

- Don't agree with either plan.
- Do not want additional development.
- Is there a limit of well licenses to access the aqueduct under linden? With new construction can we limit how many water permits are issued. We fear future lack of water in our wells à WE DO NOT WANT FAYETTEVILLE COUNTY
- We do not want anymore commercial growth in our immediate area. We would like to remain rural! Thank you
- North Fayetteville does not want commercial growth, want to remain as a rural part of the county.
- To much expansion of rural residential. Keep the trees, wetlands and agricultural lands for the good of people, wildlife and environment PLEASE!
- Could the old school bld in Linden be minimally rehab for homeless military? Maybe Ft Liberty would help! But not illegal!
- Shaw Heights camara para que no voten basura en la calle drenajes mas vijilancia de sherif.
- Necesitamos shaw heights este limpio drenajes camaras para que no boten basura, sings speed timet. Control de belosidad mas vigilancia de policia cheriffe.

### **Legislative Language**

Legislative language guides operations and procedure at the local level. The North Carolina General Assembly passes legislation that all local governments must adhere to, and local governments have their own legislative language, known as the code of ordinances. The Planning Staff references Chapter 160D Local Planning and Development Regulation of the North Carolina General Assembly when providing services for the County and Towns under the joint planning board agreement, and the Planning Staff utilizes the local ordinances as they apply when assessing planning related matters, such as a subdivision, rezoning, plat recording, etc. The following are resources Planning Staff referenced for this plan.

**N.C.G.S. Chapter 160D**: Chapter 160D of the North Carolina General Statues consolidated city- and county-enabling statues for development regulations (formerly in Chapters 153A and 160A) into a single, unified chapter. All city and county zoning, subdivision, and other development regulations, including unified-development ordinances, should be updated to conform to the new law. The deadline for language compliance was July 1, 2021.

Link to 160D Language: https://www.ncleg.gov/EnactedLegislation/Statutes/HTML/ByChapter/Chapter\_160D.html

<u>Cumberland County Zoning Ordinance:</u> The Zoning Ordinance established zoning regulations in Cumberland County, North Carolina, and providing for the administration, amendment and enforcement of this radiance and defining the duties and powers of a Board of Adjustment in accordance with the provisions of the North Carolina General Statutes and amending all previous Cumberland County Zoning Ordinances. This ordinance is to provide for the public health, safety and general welfare, encourage orderly development, protect the quality of the environment and regulate the location and use of structures and land for commerce, industry, residences, parks, public uses, etc., in accordance with the Comprehensive Land Use Plan.

Link to the Cumberland County Zoning Ordinance: <a href="https://www.cumberlandcountync.gov/docs/default-source/planning-documents/ordinances/county/completed/county-zoning-ordinance">https://www.cumberlandcountync.gov/docs/default-source/planning-documents/ordinances/county/completed/county-zoning-ordinance">https://www.cumberlandcountync.gov/docs/default-source/planning-documents/ordinances/county/completed/county-zoning-ordinance</a> 03-15-2021.pdf?sfvrsn=756f7756 0

<u>Cumberland County Subdivision Ordinance:</u> The purpose of this ordinance is to establish regulations and procedures for the platting, recording and development of real property within Cumberland County. This ordinance applies to all unincorporated parcels within Cumberland County.

Link to the Cumberland County Subdivision Ordinance: <a href="https://www.cumberlandcountync.gov/vd-Planning/downloads/Cumberland%20County%20Code%20Subdivision%20Regulations.pdf">https://www.cumberlandcountync.gov/vd-Planning/downloads/Cumberland%20County%20Code%20Subdivision%20Regulations.pdf</a>

#### **Linden Zoning Ordinance:**

https://www.cumberlandcountync.gov/docs/default-source/planning-documents/ordinances/linden/complete/linden-zoning-ordinance-adopted-11-16-21.pdf?sfvrsn=857c6a7b 4

#### Annexation—Extension of Corporate Limits Article 4A Parts 1-8

 $\frac{https://www.ncleg.net/enactedlegislation/statutes/html/byarticle/chapter\_160a/article\_4a.html\#: \sim :text=\%C2\%A7\% 20160A\%2D31., property\%20located\%20within\%20such\%20area.$ 

G.S. 160A-31- Annexation by petition

G.S. 160A-58– Annexation of Noncontiguous Areas, Annexation Agreements & Annexation Initiated by Municipalities

#### North Carolina General Statues Legislative Language for Comprehensive Planning

N.C General Statues Regarding Land Use Plans

§ 160D-501. Plans.

**Requirements for Zoning** – As a condition of adopting and applying zoning regulations under this Chapter, a local government shall adopt and reasonably maintain a comprehensive plan or land-use plan.

**Plans** – A comprehensive plan sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction. A land-use plan uses text and maps to designate the future use or reuse of land. A comprehensive or land-use plan is intended to guide coordinated, efficient, and orderly development within the planning and development regulation jurisdiction based on an analysis of present and future needs. Planning analysis may address inventories of existing conditions and assess future trends regarding demographics and economic, environmental, and cultural factors. The planning process shall include opportunities for citizen engagement in plan preparation and adoption. A local government may prepare and adopt other plans as deemed appropriate. This may include, but is not limited to, small area plans, neighborhood plans, hazard mitigation plans, transportation plans, housing plans, and recreation and open space plans.

Adoption and Effect of Plans – Plans shall be adopted by the governing board with the advice and consultation of the planning board. Adoption and amendment of a comprehensive or land-use plan is a legislative decision and shall follow the process mandated for zoning text amendments set by G.S. 160D-601. Plans adopted under this Chapter may be undertaken and adopted as part of or in conjunction with plans required under other statutes, including, but not limited to, the plans required by G.S. 113A-110. Plans adopted under this Chapter shall be advisory in nature without independent regulatory effect. Plans adopted under this Chapter do not expand, diminish, or alter the scope of authority for development regulations adopted under this Chapter. Plans adopted under this Chapter shall be considered by the planning board and governing board when considering proposed amendments to zoning regulations as required by G.S. 160D-604 and G.S. 160D-605. If a plan is deemed amended by G.S. 160D-605 by virtue of adoption of a zoning amendment that is inconsistent with the plan, that amendment shall be noted in the plan. However, if the plan is one that requires review and approval subject to G.S. 113A-110, the plan amendment shall not be effective until that review and approval is completed. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 11, 51(a), (b), (d).)

### **Zoning Descriptions**

### **Zoning Descriptions**

#### **Cumberland County Conservancy Districts:**

<u>CD Conservancy District</u>- This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in the County Planning and Inspections Department.

#### **Town of Linden Conservancy Districts:**

Conservancy District (CD)- This district is designed to preserve and protect identifiable natural resources from urban encroachment. The general intent of the district is to provide open area uses for such resource areas that will continue to provide limited development potential while preserving existing conditions to the extent feasible. Areas to be zoned in this district shall be identifiable as swamp, marsh, flood land, poor or very severe soils areas or managed and unmanaged woodland on USGS (Geological Survey) maps, soil maps prepared by the USDA (Department of Agriculture) Soil Conservation Service or other appropriate sources and on file in or accessible by the County Planning and Inspections Department.

### **Cumberland County Agricultural Districts:**

<u>A1 Agricultural District</u>- 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 convenient commercial uses are permitted to ensure essential services for the residents.

<u>A1A Agricultural District</u>- This district is primarily designed to allow for residential use of single-family residential dwellings and/or Class A manufactured homes on lots with an area of one acre or greater and is to be located within predominantly agricultural areas. The district is not intended to encourage large scale developments and shall not be considered for tracts of land greater than ten acres.

### **Zoning Descriptions**

#### **Cumberland County Residential Districts:**

R40 Residential District- A district designed primarily for single-family dwelling units with a lot area of 40,000 square feet or above.

<u>R40A Residential District</u>- A district designed primarily for single-family dwelling units including the use of manufactured homes on individual lots with a lot area of 40,000 square feet or above.

R30 Residential District- A district designed primarily for single-family dwelling units with a lot area of 30,000 square feet or above.

R30A Residential District- A district designed primarily for single-family dwelling units and Class A manufactured homes with a lot area of 30,000 square feet or above.

R20 Residential District- A district designed primarily for single-family units with a lot area of 20,000 square feet or above.

<u>R20A Residential District</u>- A district designed primarily for single-family units and Class A manufactured homes with a lot area of 20,000 square feet or above.

RR Rural Residential District- A district for traditional rural use with lots of 20,000 square feet or above. The principal use of the land is for suburban density residential, including manufactured housing units, and agricultural purposes. These districts are intended to ensure that residential development not having access to public water supplies and dependent upon septic tanks for sewage disposal will occur at a sufficiently low density to provide for a healthful environment.

<u>R15 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 15,000 square feet or above.

<u>G. R7.5 Residential District</u>- A district designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above.

R6 Residential District- A district designed for a mix of single- and multi-family dwellings.

<u>R6A Residential District</u>- A district designed for a mix of single- and multi-family dwellings including the use of manufactured homes on individual lots and in manufactured home parks.

R5A Residential District- A district designed primarily for multi-family dwelling units with a maximum density of 13 ½ dwelling units per net acre.

<u>R5 Residential District</u>- A district designed primarily for multi-family dwelling units with a maximum density of 29 units per acre, dependent upon the type of development.

### **Zoning Descriptions**

#### Town of Linden Residential Districts:

R40 Residential District- A district designed primarily for single-family dwelling units with a lot area of 40,000 square feet or above.

<u>R15 Residential District</u>- A district designed primarily for single-family dwelling units with a lot area of 15,000 square feet or above.

<u>R7.5 Residential District</u>- A district designed primarily for single-family dwellings on lots with a lot area of 7,500 square feet or above.

#### **Cumberland County Office & Institutional Districts:**

O&I(P) Planned Office and Institutional District- This district is designed primarily for agencies and offices rendering services in the professions, finance, real estate and brokerage, as well as both public and private institutional functions, public assembly, religious and certain cultural and recreational activities and group housing. The uses in this district classification may be characterized generally as having no retail or wholesale trade, except as incidental uses. The district is often situated between business and residential areas and may also consist of a mix of limited business and residential uses. The regulations are designed for maintaining more compatibility with nearby residential districts than a commercial district would provide. To promote the essential design features with the O&I(P) district, plan approval is a requirement.

#### Town of Linden Office & Institutional Districts:

Office and Institutional (O&I)- This district is designed primarily for agencies and offices rendering specialized services in the professions, finance, real estate and brokerage, as well as both public and private institutional functions, public assembly, religious and certain cultural and recreational activities and group housing. The uses in this district classification may be characterized generally as having no retail or wholesale trade, except as incidental use. The district is often situated between business and residential areas and may also consist of a mix of limited business and residential uses. The regulations are designed for maintaining more compatibility with nearby residential districts than a commercial district would provide. To promote the essential design features with the O&I district, plan approval is a requirement.

### **Zoning Descriptions**

#### **Cumberland County Commercial Districts:**

<u>C1(P) Planned Local Business District</u>- This district is designed to cater to the ordinary shopping needs of the immediate neighborhood with emphasis on convenience goods. This district is customarily located adjacent to an arterial street and generally surrounded by residential areas. To promote the essential design features with the C1(P) district, plan approval is a requirement.

<u>C2(P) Planned Service and Retail District</u>- This district is designed to allow for the nonresidential development of land with service and retail uses not typically considered intrusive to neighboring residential properties or in areas generally requiring a greater degree of restrictions regarding the commercial use of properties.

<u>C(P) Planned Commercial District</u>- This district is designed to assure the grouping of buildings on a parcel of land so as to constitute a harmonious, efficient and convenient 39 June 20, 2005 County Zoning Ordinance w/ Amendments through January 16, 2024 retail shopping area. Site plans assure traffic safety and the harmonious and beneficial relations between the commercial area and contiguous land. To promote the essential design features with the C(P) district, plan approval is a requirement.

#### Town of Linden Commercial Districts:

<u>Commercial District (C)</u>- This district is established and intended to accommodate a diverse range of retail, service and office uses that provide goods and services serving the residents and businesses in the community at large. The district is typically located along major rights-of-way and along growth corridors. Residential uses are encouraged on the upper floors of nonresidential establishments. To promote the essential design features within the commercial district, plan approval is a requirement.

### **Zoning Descriptions**

#### **Cumberland County Industrial Districts:**

M1(P) Planned Light Industrial District- This district is designed for a wide variety of light industrial operations involving manufacturing, processing and fabrication of materials, operations involving wholesaling and bulk storage, other non-retail uses and certain public assembly and recreational uses. The general intent of the district is to prohibit residential, retail and heavy industrial uses of the land. By their nature, the uses permitted in this district are generally not compatible with residential or shopping center uses. To promote the essential design features with the M1(P) district, site plan approval is a requirement.

M(P) Planned Industrial District- This 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. This district is customarily located on larger tracts of land with good highway and rail access buffered from residential districts by other more compatible uses. 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. To promote the essential design features within the M(P) district, site plan approval is a requirement.

#### **Town of Linden Industrial Districts:**

<u>Industrial District (M</u>)- This district is designed for a wide variety of industrial operations involving manufacturing, processing and fabrication of materials, operations involving wholesaling and bulk storage, other non-retail uses and certain public assembly and recreational uses. The general intent of the district is to prohibit residential uses of the land. By their nature, the uses permitted in this district are generally not compatible with residential or shopping center uses. To promote the essential design features with the industrial district, site plan approval is a requirement.

### **Zoning Descriptions**

#### **Cumberland County Conditional Zoning Districts:**

<u>Companion Districts</u>- Each district includes a companion Conditional Zoning district (e.g. A1 has A1/CZ) where no uses are permitted by right. This district is designed for the development and use of the property subject to predetermined ordinance standards and rules imposed as part of the legislative decision creating the district and applying it to the particular property. (Article V)

<u>Mixed Use Development – Conditional Zoning District (MXD/CZ).</u> The purpose of this district is to encourage innovative development on a conditional basis by providing use flexibility while maintaining quality design standards tempered with proper controls 40 June 20, 2005 County Zoning Ordinance w/ Amendments through January 16, 2024 regarding buffering, landscaping, open space designation, density and other conditions. (Article VI)

<u>Planned Neighborhood Development – Conditional Zoning District (PND/CZ).</u> A district designed for the planned development of various residential densities concurrent with neighborhood-oriented uses in a single project. (Article VII)

<u>Density Development – Conditional Zoning District (DD/CZ).</u> The purpose of this district is to promote the preservation of open space and the rural areas within the County, through permanent restriction of development on a percentage of a tract, buffering, and clustering of lots, while at the same time providing for the residential development of land. (Article VIII)

### **Town of Linden Conditional Zoning Districts:**

Each district includes a companion Conditional Zoning District (e.g. C has C/CZ) where no uses are permitted by right. This district is designed for the development and use of the property subject to predetermined ordinance standards and rules imposed as part of the legislative decision creating the district and applying it to the particular property. (Article V)



#### EMERGENCY SERVICES DEPARTMENT

## MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

**DATE:** 9/4/2024

SUBJECT: AMENDMENTS TO THE LOCAL EMERGENCY PLANNING

**COMMITTEE BYLAWS** 

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): GENE BOOTH, EMERGENCY SERVICES DIRECTOR AND GARRY

CRUMPLER, EMERGENCY MANAGEMENT COORDINATOR

### **BACKGROUND**

The Local Emergency Planning Committee (LEPC) is a crucial entity within Cumberland County, established in accordance with the Emergency Planning and Community Right-to-Know Act (EPCRA) of 1986. The primary purpose of the LEPC is to facilitate the planning and coordination of chemical emergency responses within the community, ensuring that our citizens are protected and that emergency response operations are effective and timely.

The LEPC is responsible for developing, reviewing, and updating emergency response plans, which includes maintaining a comprehensive inventory of hazardous chemicals present in the community. To ensure that these responsibilities are met, the LEPC works in collaboration with local government agencies, emergency responders, industry representatives, and the public.

In our ongoing efforts to maintain full compliance with all State and Federal regulations, the LEPC has recently undertaken a thorough review of its bylaws. This review process has identified areas where updates and revisions are necessary to align with current regulations and best practices. The LEPC plays a vital role in safeguarding our community, and these updates are a necessary step to strengthen our preparedness and

response capabilities.

On August 22, 2024, the committee met and unanimously approved the proposed revisions.

## RECOMMENDATION / PROPOSED ACTION

Emergency Services staff recommend placing the amendment of the LEPC by-laws on the September 16, 2024 Regular Board of Commissioners meeting agenda as a consent item.

## **ATTACHMENTS:**

Description	Type
LEPC Bylaw proposed changes	Backup Material
LEPC Bylaw revised for approval.	Backup Material

### **ARTICLE I**

## **NAME**

This organization shall be known as the Cumberland County Local Emergency Planning Committee (CCLEPC).

### **ARTICLE II**

## **PURPOSES**

The duties and activities of the CCLEPC are those set forth by the Cumberland County Board of Commissioners in accordance with, but not limited to, Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

#### The CCLEPC shall:

- 1. Establish procedures for reviewing and processing requests from the public for information under Section 324 of SARA.
- 2. Notify the public of all CCLECP meeting and activities.
- 3. Develop, maintain, and update Title III, SARA Emergency Response Plan in conjunctin with Cumberland County Office of Emergency Management. In developing this plan, the committee will evaluate resources for preparing for and responding to a potential emergency or disaster. These plans will be integrated with Cumberland County's Emergency Operations Plan.
- 4. Review emergency plans submitted by the subcommittees and make recommendations on revisions of the plans that may be necessary to ensure coordination of such a plan with emergency response plans of other emergency planning agencies.

### **ARTICLE III**

## Membership

SECTION I. Appointment of <u>Members.</u> The CCLEPC shall consist of as many members as are deemed necessary by the Cumberland County Board of Commissioners, and the North Carolina Emergency Response Commission, in accordance with Title III of SARA with a minimum of thirteen (13) members.

- 1. All appointments to the committee shall be made by the Cumberland County Board of Commissioners and approved by the North Carolina Emergency Response Commission.
- 2. The members of the committee shall have the ability, commitment, authority, and resources to properly function.

- The committee shall possess or have ready access to a wide range of expertise relating to the community, the industrial facilities and transportation, and the mechanics of emergency response and response planning.
- 4. The committee shall be representative of all elements of the community with a substantial interest in reducing the risks posed by hazardous materials.
- 5. Anyone who wishes to serve on the CCLEPC must fill out a membership application which can be found on the CCLEPC website. Completed membership applications shall be submitted electronically to the Cumberland County Clerk of the Board. All membership applications will be reviewed by the Cumberland County Board of Commissioners.

SECTION 2. <u>Term of Members.</u> The initial members of the committee, other than ex-officio members and military representatives shall serve terms of three (3) years. Upon the expiration of the term of the initial members, the Board of County Commissioners shall appoint, at its sole discretion, one-third (1/3) of the members, excluding ex-officio members and military representatives, to terms of one (1) year, one-third (1/3) to terms of two (2) years, and one-third (1/3) to terms of three (3) years. Subsequently, all members, excluding ex-officio members and military representatives, shall be appointed for three (3) year terms.

If a member is separated from the agency from which they represent, they may remain on the CCLECP if their new position is a similar position in industry or government and the current CCLEPC agrees by majority. If these conditions do not apply, then they will b removed from the CCLEPC in that position. This rule will supersede any unfilled term and result in a vacancy.

#### SECTION 3. Ex-Officio Members and Military Representatives

- a. The following membership positions are designated as ex-officio members, with full voting rights: County Commissioner Liaison, County Manager, Fayetteville City Manager, Emergency Services (Management) Director, Cumberland County E.M. Coordinator and Hazardous Materials Response Team Leader. The persons holding such positions shall be appointed as members for so long as they hold their position.
- b. The Senior/Garrison Commander at Fort Liberty will be requested to nominate one committee member for appointment by the Cumberland County Board of Commissioners and approval by the North Carolina Emergency Response Committee for an indefinite term consistent with the needs of the installations with full voting rights.

SECTION 4. <u>Inactive Members</u>. Appointed members shall be considered inactive when they have missed more than two (2) consecutive committee meetings without notification to the committee chairman or staff office of significant reasons why they were unable to attend the meetings.

SECTION 5. <u>Removal of Members.</u> SECTION 2 of **ARTICLE III** notwithstanding, all inactive members of the CCLEPC shall be subject to removal by the Cumberland County Board of Commissioners.

SECTION 6. <u>Vacancies</u>. Vacancies in memberships of the committee shall be filled by the Cumberland County Board of Commissioners for the remainder of the unexpired term.

SECTION 7. SERC Reporting. The CCLEPC membership roster will be forwarded to the State Emergency Response Commission.

### **ARTICLE IV**

## **OFFICERS**

SECTION 1. <u>Named</u> The officers of the committee shall consist of a Chairman, a Vice-Chairman, and a Secretary.

SECTION 2. <u>Election and Term.</u> At the first meeting of each calendar year, the committee shall elect from its own membership, a Chairman, Vice-Chairman and Secretary who shall serve for one (1) year or until their death, resignation, retirement, removal, disqualification, or their successor shall have been elected and qualified. Mid-term replacements will be by election in regular manner.

SECTION 3. <u>Removal</u> The Chairman, Vice-Chairman, or Secretary may be removed by a three-fifths (3/5) vote of the committee whenever in its judgment the best interests of the committee

will be served thereby. ARTICLE V

## **DUTIES OF THE OFFICERS**

SECTION 1. <u>Duties of the Chairman</u>. The chairman shall preside at all meetings of the committee, preserve order during its meetings, appoint all subcommittees, serve as an ex-officio member of such committees, and sign all minutes, and such records, vouchers, or other documents connected with the work of the committee requiring such signature. On an annual basis, the Chairman shall develop and review goals and objectives with Emergency Management Staff. These goals and objectives shall be presented to the CCLEPC members for approval by vote.

SECTION 2. <u>Duties of the Vice-Chairman</u>. In the absence of the Chairman or in the event of his inability or refusal to act, the Vice-Chairman, unless otherwise determined by the committee, shall perform the duties of the Chairman, and when so acting shall have all the powers of the Chairman. He shall exercise such other duties as from time to time may be assigned to him by the Chairman of the committee.

SECTION 3. <u>Duties of the Secretary.</u> The Secretary shall have charge of all books, papers, records, and other documents of the committee; shall keep the minutes of all meetings of the committee and the executive board thereof; shall conduct all correspondence pertaining to the office of the Secretary; shall compile statistics and other data as may be required for the use of the members of the committee; and shall perform such other duties as may be directed by the

committee or by the executive board. ARTICLE VI

**Role of Cumberland County Office of Emergency Management** The committee may use the personnel of an existing agency with the approval of the agency's head. The committee shall have no permanent staff.

Cumberland County Office of Emergency Management will provide staff support, with the approval of the Cumberland County Emergency Services Director, to the CCLEPC to meet the requirements set for them through Local, State and Federal legislation.

Cumberland County Office of Emergency Management will act as the liaison between the CCLEPC and the Board of County Commissioners, and the State Emergency Response Commission.

A member of the Cumberland County Office of Emergency Management will serve as the authorizing authority to grant access to the local electronic reporting database (Cumberland County uses E-Plan). Local authorization is typically provided to first responders, emergency managers, public officials, etc. depending on their roles and responsibilities.

Cumberland County Office of Emergency Management will be responsible for submission of the Emergency Response Plan to the State Emergency Response Commission for review.

It is the responsibility of the Cumberland County Office of Emergency Management to process requests for public information, receive chemical inventory reports, receive incident notification from local industry, and inform the CCLEPC of major events within the County at a regularly scheduled CCLEPC meeting. The Emergency Management Coordinator or their designee will serve as coordinator for EPCRA information, which includes receiving EPCRA reports from facilities and distributing information requested by the public.

All files and records will be maintained by the Cumberland County Office of Emergency Management.

### **ARTICLE VII**

## **MEETINGS**

SECTION 1. Regular Meetings. The committee shall meet at least quarterly for regular meetings.

SECTION 2. <u>Special Meetings.</u> The Chairman may call such special meetings as may be deemed necessary to carry out the duties of the committee. Upon the written request of at least four (4) members, the Chairman shall call a meeting within seventy-two (72) hours.

SECTION 3. <u>Hearings.</u> The committee shall hold such hearings as it may deem necessary and desirable at such times and places as may be determined by a majority vote of the committee in regular meetings in accordance with Sec. 324 of SARA.

SECTION 4. Quorum. A quorum shall consist of one-half plus one committee members excluding Ex-Officio designated members. A quorum shall be required to transact business.

SECTION 5. <u>Agenda.</u> Any member may request that the Chairman place an item on the agenda. If the Chairman declines to do so, a member may have such item placed on the agenda by submitting it in writing to the Chairman with supporting signatures of three (3) other members.

SECTION 6. <u>Rules of Order.</u> Except as set out in these Bylaws, the deliberations of all meetings of the committee and its various subcommittees shall be governed by the <u>Rules of Procedure for the Board of County Commissioners of Cumberland County, North Carolina,</u> as they may be amended from time to time. (Adopted: October 15, 1990).

SECTION 7. Notice of Meetings. The notice of the time, place, and agenda items to be considered at each regularly scheduled meeting shall be given in writing to all members of the committee and to the Clerk of the Cumberland County Board of Commissioners at least one (1) week prior to each regularly scheduled meeting by the Secretary. All notices and agenda items shall at all times be in conformity with Article 33C of Chapter 143 of the North Carolina General Statutes. Items not appearing on the agenda may be considered upon a favorable vote of a two-thirds (2/3) majority of the members present and voting. Notice of special meetings and intended agenda items shall be given to all committee members and to the Clerk to the Cumberland County Board of Commissioners in writing at least forty-eight (48) hours in advance of any special meetings. When necessary, emergency meetings shall be called in conformity with Article 33C of Chapter 143 of the North Carolina General Statues.

An annual notice of the regular meeting schedule of the CCLEPC shall be published in local newsletters (or online) in accordance with SARA Title III (EPCRA). This notice will specify which meeting is designated for receiving public comments on the emergency plan.

### **ARTICLE VIII**

## **VOTING**

SECTION 1. One Vote Each. Each committee member, including the Chairman, shall be entitled to one (1) vote.

SECTION 2. Proxy Votes. No member shall vote by proxy.

SECTION 3. <u>Abstentions.</u> Members may register their abstention on any vote, which shall be reflected in the minutes.

SECTION 4. <u>Determination of Actions.</u> All final actions, committee positions, or policy recommendations shall require the favorable vote of the majority of those committee members present at a duly called meeting.

SECTION 5. Virtual Voting. Members shall be permitted to participate in and vote at meetings virtually through electronic means. This includes, but is not limited to, video conferencing and online voting platforms.

### ARTICLE IX

## REPORTS AND RECOMMENDATIONS

SECTION 1. <u>Issuance of Reports.</u> No reports of any kind shall be released in the name of the committee unless and until it has been duly adopted by a favorable vote of a majority of the members of the committee present and voting at the meeting when the report is considered.

SECTION 2. <u>Ordinances/Resolutions Recommendations.</u> The committee may address matters regarding ordinances and resolutions to be endorsed by the committee in between regularly scheduled meetings. This may be accomplished by means of telephone conferences provided the requirements of N.C.G.S. 143-318.13(a) are met. In the event that the committee is divided into smaller groups to accommodate the logistical requirements of telephone conferencing, the committee Chairman shall be a party to each conference.

### **ARTICLE X**

### **EMERGENCY RESPONSE PLAN**

The CCLEPC shall meet annually to review and approve, in accordance with Section 303 of EPCRA, the Cumberland County Emergency Operations Plan. Once adopted, copies of the plan will be distributed to other agencies pursuant to the distribution portion of the plan. Copies will be maintained for review by the public.

The plan must include provisions for:

- 1. Identification of facilities and extremely hazardous substances transportation routes. Operations Plan.
- 2. Emergency response procedures, on-site and off-site.
- 3. Designation of a community coordinator and facility coordinator(s) to implement this plan.
- 4. Emergency notification procedures.
- 5. Methods for determining the occurrence of a release and the probable affected area and population.
- 6. Description of community and industry emergency equipment and facilities, and the identity of persons responsible for them.
- 7. Evacuation planning and shelter in place planning.
- 8. Training programs for emergency response personnel.

- 9. Exercising emergency response plans.
- 10. Coordinate with Risk Management Plan (RMP) facilities.
- 11. Review and make recommendations on revisions of the plans that may be necessary to ensure coordination of such a plan with emergency response plans of other emergency planning agencies.

### **ARTICLE XI**

## **PUBLIC ACCESS PROCEDURES**

All information gathered under SARA Title III or the North Carolina Hazardous Materials Right-To-Know Act in the CCLEPC's possession which is not confidential under state or federal law, shall be available to the public inspection and review.

All material maintained under SARA Title III or the North Carolina Hazardous Materials Right-To-Know Act for facility will be made available by the CCLEPC for public access and review. The materials will be maintained in an accessible format. The information will be available during business hours at the Emergency Management Office where the information is stored. All request for information shall be made to the CCLEPC thru the Cumberland County Office of Emergency Management. Request can be made in writing or by submission via Cumberland County Public Record Request online. The name and address of the person/group making the request as well as specific detail on the information needed shall be included in the request.

### **ARTICLE XII**

## <u>AMENDMENTS</u>

These By-Laws may be amended or replaced upon the affirmative vote of a majority of the members of the committee at any regular meeting of the committee provided that any proposed changes have been circulated to all members 30 days prior to any action thereon. No amendment or replacement of these By-Laws shall be effective unless and until approved by the Board of County Commissioners.

## **ARTICLE XIII**

## **RATIFICATION PROVISIONS**

These By-Laws are duly revised by a majority of the members of the committee this, the <u>26<sup>th</sup></u> day of July 2018, in Fayetteville, North Carolina and replace all prior versions of the By-Laws.

**CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE** 

Chairman	
Approved by the Cumberland County Board of Commissioners on this day:	
Clerk to the Board	「COUNTY SEAL

### **ARTICLE I**

## **NAME**

This organization shall be known as the Cumberland County Local Emergency Planning Committee (CCLEPC).

### **ARTICLE II**

## **PURPOSE**

The duties and activities of the CCLEPC are those set forth by the Cumberland County Board of Commissioners in accordance with, but not limited to, Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA).

#### The CCLEPC shall:

- 1. Establish procedures for reviewing and processing requests from the public for information under Section 324 of SARA.
- 2. Notify the public of all CCLECP meeting and activities.
- 3. Develop, maintain, and update Title III, SARA Emergency Response Plan in conjunction with Cumberland County Office of Emergency Management. In developing this plan, the committee will evaluate resources for preparing for and responding to a potential emergency or disaster. These plans will be integrated with Cumberland County's Emergency Operations Plan.
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### ARTICLE III

## Membership

SECTION 1. <u>Appointment of Members.</u> The CCLEPC shall consist of as many members as are deemed necessary by the Cumberland County Board of Commissioners, and the North Carolina Emergency Response Commission, in accordance with Title III of SARA with a minimum of thirteen (13) members.

- 1. All appointments to the committee shall be made by the Cumberland County Board of Commissioners and approved by the North Carolina Emergency Response Commission.
- 2. The members of the committee shall have the ability, commitment, authority, and resources to properly function.

- The committee shall possess or have ready access to a wide range of expertise relating to the community, the industrial facilities and transportation, and the mechanics of emergency response and response planning.
- 4. The committee shall be representative of all elements of the community with a substantial interest in reducing the risks posed by hazardous materials.
- 5. Anyone who wishes to serve on the CCLEPC must fill out a membership application which can be found on the CCLEPC website. Completed membership applications shall be submitted electronically to the Cumberland County Clerk of the Board. All membership applications will be reviewed by the Cumberland County Board of Commissioners.

SECTION 2. <u>Term of Members</u>. The initial members of the committee, other than ex-officio members and military representatives shall serve terms of three (3) years. Upon the expiration of the term of the initial members, the Board of County Commissioners shall appoint, at its sole discretion, one-third (1/3) of the members, excluding ex-officio members and military representatives, to terms of one (1) year, one-third (1/3) to terms of two (2) years, and one-third (1/3) to terms of three (3) years. Subsequently, all members, excluding ex-officio members and military representatives, shall be appointed for three (3) year terms.

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#### SECTION 3. Ex-Officio Members and Military Representatives

- a. The following membership positions are designated as ex-officio members, with full voting rights: County Commissioner Liaison, County Manager, Fayetteville City Manager, Emergency Services (Management) Director, Cumberland County E.M. Coordinator and Hazardous Materials Response Team Leader. The persons holding such positions shall be appointed as members for so long as they hold their position.
- b. The Senior/Garrison Commander at Fort Liberty will be requested to nominate one committee member for appointment by the Cumberland County Board of Commissioners and approval by the North Carolina Emergency Response Committee for an indefinite term consistent with the needs of the installations with full voting rights.

SECTION 4. <u>Inactive Members</u>. Appointed members shall be considered inactive when they have missed more than two (2) consecutive committee meetings without notification to the committee chairman or staff office of significant reasons why they were unable to attend the meetings.

SECTION 5. <u>Removal of Members</u>. SECTION 2 of **ARTICLE III** notwithstanding, all inactive members of the CCLEPC shall be subject to removal by the Cumberland County Board of Commissioners.

SECTION 6. <u>Vacancies</u>. Vacancies in memberships of the committee shall be filled by the Cumberland County Board of Commissioners for the remainder of the unexpired term.

SECTION 7. <u>SERC Reporting.</u> The CCLEPC membership roster will be forwarded to the State Emergency Response Commission.

### **ARTICLE IV**

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SECTION 2. <u>Election and Term.</u> At the first meeting of each calendar year, the committee shall elect from its own membership, a Chairman, Vice-Chairman and Secretary who shall serve for one (1) year or until their death, resignation, retirement, removal, disqualification, or their successor shall have been elected and qualified. Mid-term replacements will be by election in regular manner.

SECTION 3. <u>Removal.</u> The Chairman, Vice-Chairman, or Secretary may be removed by a three-fifths (3/5) vote of the committee whenever in its judgment the best interests of the committee will be served thereby.

### **ARTICLE V**

## **DUTIES OF THE OFFICERS**

SECTION 1. <u>Duties of the Chairman</u>. The chairman shall preside at all meetings of the committee, preserve order during its meetings, appoint all subcommittees, serve as an ex-officio member of such committees, and sign all minutes, and such records, vouchers, or other documents connected with the work of the committee requiring such signature. On an annual basis, the Chairman shall develop and review goals and objectives with Emergency Management Staff. These goals and objectives shall be presented to the CCLEPC members for approval by vote.

SECTION 2. <u>Duties of the Vice-Chairman.</u> In the absence of the Chairman or in the event of his inability or refusal to act, the Vice-Chairman, unless otherwise determined by the committee, shall perform the duties of the Chairman, and when so acting shall have all the powers of the Chairman. He shall exercise such other duties as from time to time may be assigned to him by the Chairman of the committee.

SECTION 3. <u>Duties of the Secretary.</u> The Secretary shall have charge of all books, papers, records, and other documents of the committee; shall keep the minutes of all meetings of the committee and the executive board thereof; shall conduct all correspondence pertaining to the office of the Secretary; shall compile statistics and other data as may be required for the use of

the members of the committee; and shall perform such other duties as may be directed by the committee or by the executive board.

### **ARTICLE VI**

## **Role of Cumberland County Office of Emergency Management**

The committee may use the personnel of an existing agency with the approval of the agency's head. The committee shall have no permanent staff.

Cumberland County Office of Emergency Management will provide staff support, with the approval of the Cumberland County Emergency Services Director, to the CCLEPC to meet the requirements set for them through Local, State and Federal legislation.

Cumberland County Office of Emergency Management will act as the liaison between the CCLEPC and the Board of County Commissioners, and the State Emergency Response Commission.

A member of the Cumberland County Office of Emergency Management will serve as the authorizing authority to grant access to the local electronic reporting database (Cumberland County uses E-Plan). Local authorization is typically provided to first responders, emergency managers, public officials, etc. depending on their roles and responsibilities.

Cumberland County Office of Emergency Management will be responsible for submission of the Emergency Response Plan to the State Emergency Response Commission for review.

It is the responsibility of the Cumberland County Office of Emergency Management to process requests for public information, receive chemical inventory reports, receive incident notification from local industry, and inform the CCLEPC of major events within the County at a regularly scheduled CCLEPC meeting. The Emergency Management Coordinator or their designee will serve as coordinator for EPCRA information, which includes receiving EPCRA reports from facilities and distributing information requested by the public.

All files and records will be maintained by the Cumberland County Office of Emergency Management.

## **ARTICLE VII**

## **MEETINGS**

SECTION 1. Regular Meetings. The committee shall meet at least quarterly for regular meetings.

SECTION 2. <u>Special Meetings.</u> The Chairman may call such special meetings as may be deemed necessary to carry out the duties of the committee. Upon the written request of at least four (4) members, the Chairman shall call a meeting within seventy-two (72) hours.

SECTION 3. <u>Hearings.</u> The committee shall hold such hearings as it may deem necessary and desirable at such times and places as may be determined by a majority vote of the committee in regular meetings in accordance with Sec. 324 of SARA.

SECTION 4. <u>Quorum.</u> A quorum shall consist of one-half plus one committee members excluding Ex-Officio designated members. A quorum shall be required to transact business.

SECTION 5. <u>Agenda</u>. Any member may request that the Chairman place an item on the agenda. If the Chairman declines to do so, a member may have such item placed on the agenda by submitting it in writing to the Chairman with supporting signatures of three (3) other members.

SECTION 6. <u>Rules of Order.</u> Except as set out in these Bylaws, the deliberations of all meetings of the committee and its various subcommittees shall be governed by the <u>Rules of Procedure for the Board of County Commissioners of Cumberland County, North Carolina,</u> as they may be amended from time to time. (Adopted: October 15, 1990).

SECTION 7. Notice of Meetings. The notice of the time, place, and agenda items to be considered at each regularly scheduled meeting shall be given in writing to all members of the committee and to the Clerk of the Cumberland County Board of Commissioners at least one (1) week prior to each regularly scheduled meeting by the Secretary. All notices and agenda items shall at all times be in conformity with Article 33C of Chapter 143 of the North Carolina General Statutes. Items not appearing on the agenda may be considered upon a favorable vote of a two-thirds (2/3) majority of the members present and voting. Notice of special meetings and intended agenda items shall be given to all committee members and to the Clerk to the Cumberland County Board of Commissioners in writing at least forty-eight (48) hours in advance of any special meetings. When necessary, emergency meetings shall be called in conformity with Article 33C of Chapter 143 of the North Carolina General Statues.

An annual notice of the regular meeting schedule of the CCLEPC shall be published in local newsletters (or online) in accordance with SARA Title III (EPCRA). This notice will specify which meeting is designated for receiving public comments on the emergency plan.

#### ARTICLE VIII

## **VOTING**

SECTION 1. One Vote Each. Each committee member, including the Chairman, shall be entitled to one (1) vote.

SECTION 2. Proxy Votes. No member shall vote by proxy.

SECTION 3. <u>Abstentions.</u> Members may register their abstention on any vote, which shall be reflected in the minutes.

SECTION 4. <u>Determination of Actions.</u> All final actions, committee positions, or policy recommendations shall require the favorable vote of the majority of those committee members present at a duly called meeting.

SECTION 5. <u>Virtual Voting.</u> Members shall be permitted to participate in and vote at meetings virtually through electronic means. This includes, but is not limited to, video conferencing and online voting platforms.

### ARTICLE IX

## **REPORTS AND RECOMMENDATIONS**

SECTION 1. <u>Issuance of Reports.</u> No reports of any kind shall be released in the name of the committee unless and until it has been duly adopted by a favorable vote of a majority of the members of the committee present and voting at the meeting when the report is considered.

SECTION 2. <u>Ordinances/Resolutions Recommendations.</u> The committee may address matters regarding ordinances and resolutions to be endorsed by the committee in between regularly scheduled meetings. This may be accomplished by means of telephone conferences provided the requirements of N.C.G.S. 143-318.13(a) are met. In the event that the committee is divided into smaller groups to accommodate the logistical requirements of telephone conferencing, the committee Chairman shall be a party to each conference.

## **ARTICLE X**

## **EMERGENCY RESPONSE PLAN**

The CCLEPC shall meet annually to review and approve, in accordance with Section 303 of EPCRA, the Cumberland County Emergency Operations Plan. Once adopted, copies of the plan will be distributed to other agencies pursuant to the distribution portion of the plan. Copies will be maintained for review by the public.

The plan must include provisions for:

- 1. Identification of facilities and extremely hazardous substances transportation routes. Operations Plan.
- 2. Emergency response procedures, on-site and off-site.
- 3. Designation of a community coordinator and facility coordinator(s) to implement this plan.
- 4. Emergency notification procedures.

- 5. Methods for determining the occurrence of a release and the probable affected area and population.
- 6. Description of community and industry emergency equipment and facilities, and the identity of persons responsible for them.
- 7. Evacuation planning and shelter in place planning.
- 8. Training programs for emergency response personnel.
- 9. Exercising emergency response plans.
- 10. Coordinate with Risk Management Plan (RMP) facilities.
- 11. Review and make recommendations on revisions of the plans that may be necessary to ensure coordination of such a plan with emergency response plans of other emergency planning agencies.

## **ARTICLE XI**

## **PUBLIC ACCESS PROCEDURES**

All information gathered under SARA Title III or the North Carolina Hazardous Materials Right-To-Know Act in the CCLEPC's possession which is not confidential under state or federal law, shall be available to the public inspection and review.

All material maintained under SARA Title III or the North Carolina Hazardous Materials Right-To-Know Act for facility will be made available by the CCLEPC for public access and review. The materials will be maintained in an accessible format. The information will be available during business hours at the Emergency Management Office where the information is stored. All request for information shall be made to the CCLEPC thru the Cumberland County Office of Emergency Management. Request can be made in writing or by submission via Cumberland County Public Record Request online. The name and address of the person/group making the request as well as specific detail on the information needed shall be included in the request.

#### ARTICLE XII

## **AMENDMENTS**

These By-Laws may be amended or replaced upon the affirmative vote of a majority of the members of the committee at any regular meeting of the committee provided that any proposed changes have been circulated to all members 30 days prior to any action thereon. No amendment or replacement of these By-Laws shall be effective unless and until approved by the Board of County Commissioners.

## **ARTICLE XIII**

## **RATIFICATION PROVISIONS**

These By-Laws are duly revised by a majority of the members of the committee this, the <u>22<sup>nd</sup> day</u> of <u>August 2024</u>, in Fayetteville, North Carolina and replace all prior versions of the By-Laws.

CUMBERLAND COUNTY LOCAL EMERGENCY PLANNING COMMITTEE	
Chairman	
Approved by the Cumberland County Board of Commissioners on this day:	
Clerk to the Board	
olera to the board	[COUNTY SEAL]



#### SOLID WASTE MANAGEMENT

## MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

**RESOURCES** 

**DATE:** 8/1/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR THE PROPOSED

FUTURE CEDAR CREEK WATER AND SEWER DISTRICT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

**RESOURCES** 

#### **BACKGROUND**

The Cumberland County Public Utilities Division and General Manager for Natural Resources have identified that the proposed future Cedar Creek water and sewer district may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment, and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners forward the following action to the September 16, 2024, Board of Commissioner's Meeting as a Consent Agenda Item:

Adopt the attached resolution allowing the department to move forward with the application for funding.

## **ATTACHMENTS:**

Description

Cedar Creek Resolution Backup Material

Type

## **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The residents of Cumberland County need safe and reliable drinking water;

WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for

projects described as:

Preliminary Engineering Report to study water supply, treatment, and distribution system alternatives for Cedar Creek Phase 1 related to PFAS contamination and

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

#### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, 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 in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16<sup>th</sup> day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Attest:	Cumberland County Board of Commissioners
	By:
Andrea Tebbe, Clerk to the Board	Glenn Adams, Chairman

## FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Cierk to the Board of Commissioners for Cumberland County, North
Carolina does hereby certify: That the above/attached resolution is a true and correct copy of the resolution
authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally
convened meeting of the Board of Commissioners for Cumberland County duly held on the 16 <sup>th</sup> day of
September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and
records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this day of
, 20
(Signature of Recording Officer)
Clerk to the Board



#### SOLID WASTE MANAGEMENT

## MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

**RESOURCES** 

**DATE:** 8/1/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR THE GRAY'S CREEK

WATER AND SEWER DISTRICT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

RESOURCES

#### **BACKGROUND**

The Cumberland County Public Utilities Division and General Manager for Natural Resources have identified the need for additional funding to serve this area and may be eligible for funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure funding programs for a water supply well development, treatment and distribution lines to this area that is dealing with emerging contaminants in their private wells. There are two funding rounds, one in the spring and one in the fall. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

## RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners forward the following action to the September 16, 2024, Board of Commissioner's Meeting and the Gray's Creek Water and Sewer District Governing Board as a Consent Agenda Item:

Adopt the attached resolution allowing the department to move forward with the application for funding.

## **ATTACHMENTS:**

Description

Gray's Creek Resolution Backup Material

## **RESOLUTION BY GOVERNING BODY OF APPLICANT**

WHEREAS, The residents of Cumberland County need safe and reliable drinking water;

WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for

projects described as:

Gray's Creek Water and Sewer District Phase II project related to PFAS contamination;

and

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

#### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, 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 in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16<sup>th</sup> day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

Attest:	Cumberland County Board of Commissioners
	Ву:
Andrea Tebbe, Clerk to the Board	Glenn Adams, Chairman

## FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Cierk to the Board of Commissioners for Cumberland County, North
Carolina does hereby certify: That the above/attached resolution is a true and correct copy of the resolution
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convened meeting of the Board of Commissioners for Cumberland County duly held on the 16 <sup>th</sup> day of
September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and
records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this day of
, 20
(Signature of Recording Officer)
Clerk to the Board



#### SOLID WASTE MANAGEMENT

## MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL

**RESOURCES** 

DATE: 8/30/2024

SUBJECT: RESOLUTION FOR FUNDING ASSISTANCE FOR OVERHILLS WATER

AND SEWER SYSTEM REGIONALIZATION STUDY

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

RESOURCES

#### **BACKGROUND**

The Cumberland County Public Utilities Department and General Manager for Natural Resources have identified the need to study regional opportunities for the Overhills Water and Sewer System. Funding through the North Carolina Department of Environmental Quality's Division of Water Infrastructure is available. Applications are due September 30, 2024, for the fall funding round. A resolution by the local government is required as part of the application process for funding assistance.

#### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners forward the following action to the September 16, 2024, Board of Commissioner's Meeting as a Consent Agenda Item:

Adopt the attached resolution allowing the department to move forward with the application for funding.

#### **ATTACHMENTS:**

Description

### RESOLUTION BY GOVERNING BODY OF APPLICANT

WHEREAS, Cumberland County has need for and intends to construct, plan for, or conduct a study for projects described as:

Overhills Water and Sewer System Regionalization Study, and;

WHEREAS, Cumberland County intends to request State loan and/or grant assistance for the project.

#### NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COMMISSIONERS FOR CUMBERLAND COUNTY:

That Cumberland County, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the **Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That the **Applicant** will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the **Applicant** agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of Cumberland County to make a scheduled repayment of the loan, to withhold from Cumberland County any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Clarence Grier, County Manager, the **Authorized Representative** and successors so titled, is hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.

That the **Authorized Representative**, 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 in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 16th day of September 2024 at 117 Dick Street in Fayetteville, North Carolina.

	Cumberland County Board of Commissioners
Attest:	By: Glenn Adams, Chairman
Andrea Tebbe, Clerk to the Board	

## FORM FOR CERTIFICATION BY THE RECORDING OFFICER

The undersigned duly qualified and acting Cierk to the Board of Commissioners for Cumberland County, North
Carolina, does hereby certify: That the above/attached resolution is a true and correct copy of the resolution
authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally
convened meeting of the Board of Commissioners for Cumberland County duly held on the 16th day of
September, 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and
records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this day of
, 2024.
(Signature of Recording Officer)
(Title of Recording Officer)



#### SOLID WASTE MANAGEMENT

## MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL

RESOURCES

DATE: 8/30/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING

SERVICES FOR ANN STREET TRANSFER STATION

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

**RESOURCES** 

#### **BACKGROUND**

On August 14, 2024, the Solid Waste Management Department invited qualified engineering firms that provide design, permit, and construction services to submit Requests for Qualifications (RFQ). The County is seeking a qualified consultant to assist with engineering services for the Ann Street Transfer Station that will be located at the landfill facility at 698 Ann Street, Fayetteville, N.C.

The firm selected would assist with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The firms had until August 28, 2024, to submit their Statement of Qualifications. One firm responded. Staff reviewed the submittal and agreed that Smith Gardner, Inc. is qualified to be selected for Engineering Services for the Ann Street Transfer Station.

## RECOMMENDATION / PROPOSED ACTION

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

- 1. Accept the selection of Smith Gardner, Inc. as the best qualified firm for Engineering Services for Ann Street Transfer Station.
- 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.



#### SOLID WASTE MANAGEMENT

## MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

RESOURCES

**DATE:** 9/3/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID

WASTE LANDFILL GAS TO ENERGY EVALUATION

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

RESOURCES

#### **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste gas services to assist the County with the design of gas collection and treatment systems improvements, monitoring, sampling, testing, reporting, permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Cumberland County currently operates a Landfill Gas to Energy Project at the Ann Street Landfill. The attached Service Agreement is for Economic Evaluation Options to analyze future beneficial projects for Landfill Gas to Energy use.

The agreement amount shall not exceed \$99,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

## RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the September 16, 2024, Board of Commissioners agenda:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$99,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

## **ATTACHMENTS:**

Description

Board Approval of Bid Award

Service Agreement

Type

Backup Material

Backup Material

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN

FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN

QUEEN - KENNEDY MARIE WHITAKER

FIRST RUNNER UP - BAILEE SWINTON

SECOND RUNNER UP - SONIA ROSS

THIRD RUNNER UP - CHLOE JONES

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

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

#### PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

#### NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

### 3. PUBLIC HEARINGS

 Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

# THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

### Rezoning Cases

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

### **NOMINEES:**

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

### **NOMINEES:**

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

### NOMINEE:

### JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

### NOMINEE:

RYAN AUL DR. TORIKA FULLER

**APPOINTMENTS** 

- - A. Home and Community Care Block Grant Committee (1 Vacancy)

### APPOINTED:

### SIGMA SMITH - AGING SERVICE PROVIDER

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

### APPOINTED:

### **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

### APPOINTED:

### **JOEY SHORT**

- 7. CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

### **ADJOURN**

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

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



### SOLID WASTE MANAGEMENT

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

TO: BO

**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

Evaluators Name:

Summary Sheet

Project Team Firm References   Notes   Total	15 Points Max 25 Points Max 15 Points Max	15	15			
Project Team Qualifications	25 Points Max	25	24			
Project Approach including Schedule	15 Points Max	14	13			
Firm Qualifications Relevant Experience	25 points Max	25	24		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
Firm Qualifications	20 Points Max	20	19			111111111111111111111111111111111111111
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

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

Vendors

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# STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

### SERVICE AGREEMENT

This Agreement made this the **\_26th\_\_**day of **\_July\_\_\_** 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

### WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Gas Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Gas Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Gas Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June, 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$99,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

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

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

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

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

VENDOR:

COUNTY:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 Amanda L. Bader, General Manager of Natural Resources 698 Ann Street Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

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

ATTEST	COUNTY OF CUMBERLAND
BY: ANDREA TEBBE, Clerk	BY: GLENN ADAMS, Chairman Board of County Commissioners
SMITH GARDNER, INC. ATTEST BY:	BY: Stacey A. Smith, P.E. President
This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  County Finance Office	Approved for Legal Sufficiency upon formal execution by all parties  S/34/24  County Attorney's Office  Box approved annual  3/18/24

SMITH+GARDNER

ADDRESS

14 N. Boylan Avenue, Raleigh NC 27603

TEL 919.828.0577 WEB www.smithgardnerinc.com

July 23, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE:

**Engineering Services Proposal** 

Cumberland County - Ann Street Landfill Evaluation of Landfill Gas to Energy Options Fiscal Year 2024-2025

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for the evaluation of landfill gas (LFG) to energy utilization options at the County's Ann Street Landfill facility. Cumberland County currently operates a LFG to energy project to sell LFG to Cargill, Inc. This work is proposed in accordance with the Request for Qualifications for Solid Waste Gas Services issued by Cumberland County. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

### SCOPE OF SERVICES

### 1. Economic Evaluation

S+G will evaluate the following options for LFG to energy:

OPTION A: Continuation and possible expansion of the existing project;

OPTION B: Installation of a LFG to electricity project, assuming a range of

electricity sale prices to the local electrical utility or cooperative;

**OPTION C:** Evaluation of a stand-alone LFG to high-Btu project, assuming the

County owns and operates the project, incurs all capital expenses, and

retains all project related net income; and

OPTION D: Evaluation of a high-Btu project utilizing blended LFG with anaerobic

digester gas, assuming the County owns and operates the project, incurs all capital expenses, and retains all project related net income.

Each economic evaluation will consider approximate project capital expenses, operation and maintenance costs, and revenues based on assumptions as outlined in this proposal. A range of economic values will be established for each option in an attempt to determine the potential project value. Project value ranges will be assessed from the perspective of the County for all options. Current prevailing market conditions will be included in the analysis,

Ms. Amanda Bader, P.E. April 19, 2024 Page 2 of 3

as well as projected future conditions. Available economic incentives, grants, and credits will be considered for inclusion in the analysis.

Third-party construction and engineering firms specializing in renewable energy projects will be engaged as needed to provide limited quality checks of the economic analyses discussed above.

### 2. Report

S+G will provide a letter report summarizing the findings of the evaluations of the various options. This report will generally include the following:

- LFG generation rates and collection efficiencies;
- LFG quality and contaminant concerns;
- Capital expenditures and O&M costs related to each option;
- Evaluation of potential revenue streams related to each option;
- Summary and comparison of economic analyses for all options;
- Discussion of existing and proposed terms and conditions as understood by S+G; and
- Recommendations.

Attachments may include the following:

- LFG generation curves and supporting documentation;
- LFG flow rate/flow total summary;
- LFG quality data/analytical reports;
- Vendor/manufacturer quotes;
- Available documentation of current market value for power and natural gas, as well
  as associated incentives and credits; and
- Economic evaluation summary spreadsheets.

### Assumptions/Limitations

S+G understands this evaluation is intended to be used by the County for comparison purposes during discussion during negotiations with Cargill, Inc. and/or for use in preparing a Request for Proposals a future beneficial use project. There are many factors related to project value assessments and projections which are subject to change; therefore, it is impossible to guarantee the accuracy of current evaluations into the future. Assumptions regarding costs and revenues will be identified in the body of the report, and may include:

- LFG flow and quality data gap assumptions;
- Collection efficiencies;
- Capital expenditure and operations/maintenance cost items;
- Current and projected revenues;
- Future availability of economic incentives;
- Escalation factors; and
- Other terms and conditions related to the LFG utilization options.

Ms. Amanda Bader, P.E. April 19, 2024 Page 3 of 3

### BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount of \$99,000. Please also refer to our current fee schedule which is attached. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

### **SCHEDULE**

S+G is prepared to implement this scope of work upon authorization by the County. After receipt of available records, a draft report will be provided for review and comment within approximately 60 days. A final report will be prepared and submitted within 10 days of receipt of comments on the draft report.

Smith Gardner, Inc. is pleased to have this opportunity to be of service to Cumberland County. If you should have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by:

Senior Scientist (ext. 121)

matt@smithgardnerinc.com

Staceys A Formith, P.E.

DocuSigned by:

President (ext. 123)

Stacey a. Smith

stacey@smithgardnerinc.com

Attachment

cc:

Ewa Thomas, Cumberland County

## SMITH+GARDNER

ENGINEERS -





### 2024 FEE SCHEDULE

Staff Professional		<b>Hourly Billing Rates</b>	3
President, Senior Engineer - Stacey A. Sr	nith, P.E.**	\$275/hour	
Vice President, Senior Project Manager	- John M. Gardner, P.E.**	\$260/hour	
Vice President, Senior Engineer - Pieter	K. Scheer, P.E.**	\$250/hour	
Vice President, Senior Project Manager	- W. Michael Brinchek, P.E.**	\$220/hour	
Vice President, Senior Geologist - C. Key	rin Anderson, P.G.**	\$210/hour	
Vice President, Senior Hydrogeologist -	Joan A. Smyth, P.G.**	\$205/hour	
Principal, Senior Project Engineer - Greg	ory G. Mills, P.E.**	\$162/hour	
Principal, Senior Civil Designer - Christop		\$160/hour	
Principal, Senior Project Engineer - John		\$160/hour	
Principal, Senior Project Engineer - Spen		\$160/hour	
Senior Engineer - John D. Barnard, P.E.		\$215/hour	
Senior Project Manager - Jon M. Dietz, Pl	n.D.	\$215/hour	
Senior Surveyor - Uljas J. Murphy, P.L.S. *		\$200/hour	
Senior Project Manager - Gregory T. Farre		\$195/hour	
Senior Geologist - Bobby J. Wolf, P.G.		\$195/hour	
Senior Engineer – E. Fred Mussler, III, P.E.		\$175/hour	
Senior Scientist - Matthew S. Lamb**		\$160/hour	
Project Engineer – Jesse C. Li, P.E.		\$150/hour	
GIS Analyst – Jason D. McMahon, GISP++	(IIAS)	\$143/hour	
Project Geologist - Clyde A. L."CAL" Easte		\$142/hour	
Project Engineer – Jonathan "Johnny" A.		\$142/hour	
Project Engineer – Matthew M.A.C. "Mac"		\$140/hour	
Project Geologist - Seth C. Rickerts, P.G.	551155,115.	\$130/hour	
Project Manager – Lou J. Krasuski@@		\$130/hour	
Construction Consultant – Albert B. "Bud	dy" Rowers Jr	\$125/hour	
Management Consultant – D. Scott Bost	dy 2011010, 01.	\$125/hour	
Construction Manager – Todd L. Scott		\$125/hour	
Civil Designer – Robert V. Maynard, SI ** (	(PAII)	\$125/hour	
Staff Surveyor – Chris W. Knox, SI	uno)	\$125/hour	
Systems Administrator - Sam T. Spencer	(2AII)++	\$125/hour	
Field Services Manager - Byron S. Hackno		\$122/hour	
Field Services Manager - Britt P. Ransom	NT-Samplings	\$120/hour***	
Construction Manager – Troy D. Mitchell		\$115/hour	
CAD Designer – Jeffrey R. Taylor	(UMO)	\$115/hour	
Staff Engineer – Aubrie C. Miller		\$110/hour	
		\$105/hour	
Environmental Technician – Joshua C. Ri	ne	\$105/hour	
CAD Designer – L. Hal Blevins, III		\$100/hour	
CAD Technician – Jacob Griffith	-44	\$95/hour	
Environmental Technician – Matthew Sta Environmental Technician – Daniel J. Par		\$90/hour	
	naleo		
Staff Technician		\$75/hour	
Clerical/Administrative Secretary		\$50/hour	
Expert Witness/Legal Services		Negotiated	
Reproduction Expenses	Black & White	\$0.10 per page	
Small Format (B size or smaller)	Color	\$0.40 per page	
Large Format (C size or larger)	Color	\$4 per sheet	
Equipment		see Rate Sheet	
Expenses & Fees			
Direct Project Expenses		Cost + 10%	
* Rates are subject to review annually.			
**Employee Owner	edinastics	ATT /have to rate	
***Accredited Asbestos Inspector (AAI) S	ervices (UAS) Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate +\$15/hour to rate	
	TOWARD STORE OF BUILDING THE THREE THE STORE PROBLEM THE	TATA/11000 (0.1816	

# Attachment A



### REQUEST FOR QUALIFICATIONS (RFQ)

### Solid Waste Gas Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for air compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities germane to Solid Waste Air Quality Compliance, however, the County intends to perform the Surface Methane Sweeps data collection in-house and provide that data to the firm for reporting.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, gas treatability and storage studies, negotiation of gas purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to construct a new treatment skid for the Ann Street Landfill. The existing system consists of a collection skid that was upgraded in 2021 and a treatment skid that is undersized. The average flow for the system is approximately 900 scfm. The services to be provided for this initial project will include the design of a new treatment skid. There is no assurance of additional services being required beyond this initial project.

### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Landfill gas treatment and storage
- Renewable Natural Gas (RNG) treatment, permitting, and design experience
- Carbon modeling and monitoring experience
- Greenhouse gas modeling experience
- Landill gas production and collection system modeling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

### MINIMUM QUALIFICATIONS

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

### SUBMITTAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 8, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street

### EVALUATION AND AWARD OF PROJECTS

Fayetteville, North Carolina 28301

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

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

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

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

### **QUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 1, 2024. Questions received after this date and time will not be considered for response.

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

### Attachments:

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

### ATTACHMENT A: EXECUTION OF PROPOSAL

### **EXECUTION**

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

	The County has the right with deviated/omitted inf			
	information is considere contact vendors to requirement a proposal packet. interest to do so, the Conand/or to award only a page	d a minor deviatest required info Additionally, if unty reserves the	tion or omission. The rmation/documentation the County determination right to award to one	e County will not on that is missing es it is in its best e or more vendors
(	This proposal was signed	l by an authorized	I representative of the	Contractor.
-	The potential Contractor and supplies associated v			
	All labor costs associated direct and indirect costs.	I with this project	have been determine	d, including all
<u> </u>	The potential Contractor exceptions.	agrees to the cor	nditions as set forth in	this RFP with no
	Selection of a contrac qualifications of the ver			
undersigned offers a	binding acceptance off Commissioners, or its de liance with the foregoing RF and agrees to furnish the servi	fer occurs until signee, executes P, and subject to ces for the prices	the Cumberland Ca formal contract and all terms and cond	County Board of for purchase order. itions thereof, the
undersigned offers a Vendor agrees to ho	binding acceptance off Commissioners, or its de liance with the foregoing RF and agrees to furnish the servi	fer occurs until signee, executes a P, and subject to ces for the prices execution.	the Cumberland Ca formal contract and/o all terms and conda quoted within the tire	County Board of for purchase order. itions thereof, the meframe required.
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### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

each statement of its certification and cand agrees that the provisions of 31 U.S	, certifies or affirms the truthfulness and accuracy of disclosure, if any. In addition, the Contractor understands S.C. Chap. 38, Administrative Remedies for False Claims
and Statements, apply to this certification	
Name and Title of Contractor's Authori	zed Official
Date	

### ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

		n, deposes and says that:
He/She is the submitted the attached proportion	osal.	the proposer that has
2. He/She is fully informed rall pertinent circumstances re		contents of the attached proposal and of
3. Such proposal is genuine	and is not a collusive or sham	proposal.
employees or parties in interest or agreed, directly or indirect sham proposal in connection or to refrain from proposing indirectly sought by agreed proposer, firm or person to firm or to fix any overhead, professor or to secure through advantage against the County 5. The price or prices quoted collusion, conspiracy, conni-	est, including this affiant, has is celly, with any other proposer with the contract for which to in connection with such connent or collusion of communication and contract for cost element of the propagh collusion, conspiracy, or y of Cumberland or any personant in the attached proposal are fivance or unlawful agreement	artners, owners, agents, representatives, in any way colluded, conspired, connived firm or person to submit a collusive or the attached proposal has been submitted ntract, or has in any manner, directly or unication or conference with any other ached proposal or of any other proposers, posal price of the proposal of any other connivance or unlawful agreement any in interested in the proposed contract; and fair and proper and are not tainted by any on the part of the proposer or any of its interest, including this affiant.
Signature		
Printed Name:		
Title:		
Date:		
Subscribed and Sworn to Be	fore Me,	
This day of		
Notary Public		
My Commission Expires:		

# ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

### 1. Drug Free Workplace Requirements

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

### 2. Contractor Compliance

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

### 3. Conflict of Interest

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

### 4. Mandatory Disclosures

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

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

### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

### 7. No Obligation by Federal Government

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

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

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

### 9. Changes

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

### 10. Termination

- (1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

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

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

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

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

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

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

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

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

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

### 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

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

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

### 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### 13. Equal Employment Opportunity

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

### 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

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

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

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

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- · Meeting contract performance requirements.
- At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

### 19. Safeguarding Personal Identifiable Information:

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

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

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

### 21. Byrd Anti-Lobbying Amendment

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

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

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

Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Notes *Additional Notes Below*											
Total		0	0	0							
Firm References	15 Points Max						ched				
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max						Additional Notes *If additional space is needed for notes, see attached				
Project Approach including Schedule	15 Points Max						Additional Notes				
Relevant Experience	25 points Max						*If additonal s				
Firm Qualifications Relevant Experience	20 Points Max										
Vendors							Vendors				

Evaluators Name:

# Attachment B

# SMITH+GARDNER



CUMBERLAND COUNTY, **NORTH CAROLINA** 

REQUEST FOR QUALIFICATIONS SOLID WASTE GAS SERVICES





CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

SMITH GARDNER

CORPORATE ADDRESS

14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE 919.828.0577 FAX

919,828,3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Gas Services

RANSMITTALLETTER

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Gas Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

**Proximity to and familiarity with NCDEQ and Cumberland County -** S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, we are already familiar with the County's facilities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals are slated to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

Stacy A. Smith, P.E.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com Joan Snyth
B9779EBA711F488...

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 ioan@smithgardnerinc.com

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CERTIFICATES OF INSURANCE

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# NTRODUCTION

#### RESOURCE MANAGEMENT

Solid, Hazardous, and Industrial Waste Pre-Project Due Diligence and Planning Site Characterization and Site Studies Facility Design and Permitting Landfills; New Cells, Expansion Cells Transfer Stations, Convenience Centers **Operations Support Education and Training** Peer Review/Expert Witness Project Procurement and Construction **Bid Procurement** Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

Renewable Energy

**Biomass** 

Solar

Landfill Gas

**Compost Materials** 

Facilities Design, Permitting, Construction and CQA

Feasibility Studies & Implementation:

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

Auditing

**Waste Reduction** 

Solid Waste Facility Mining

**Environmental Site Assessment** 

Phase I and Phase 2 ESAs

Water Quality

**Environmental Monitoring and Compliance** 

Monitoring System Design and Permitting

Groundwater and Surface Water

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization Air Quality Permitting and Compliance

Asbestos Management and Compliance



#### SMITH GARDNER, INC.

Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603

Telephone: (919) 828-0577 stacey@smithgardnerinc.com



#### INTRODUCTION

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

#### WHERE WE WORK

S+G consults for clients across North Carolina as well as Tennessee, South Carolina, Georgia, and Virginia. Our clients in North Carolina are shown below.



# PROJECT UNDERSTANDING

#### **OUR MISSION**

S+6's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



#### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for air quality compliance and landfill gas management at the Ann Street Landfill and other solid waste facilities in Cumberland County. We are aware of and engaged in multiple projects related to landfill gas management, air permit/regulatory compliance, federal greenhouse gas monitoring and reporting, and renewable energy/renewable gas project development.

#### Background

As a consultant, S+G has and will work closely with site personnel to maintain and assist operations at the landfill. We are prepared to assist as primary operator or as a resource in wellfield adjustments. S+G also reviews LFGCCS data to ensure continued compliance with the landfill air permit and underlying state and federal regulations.

#### **Surface Emission Monitoring**

Our personnel perform quarterly surface emission monitoring (SEM) events on the active landfill to confirm that the LFGCCS is properly operated to capture methane. During the past year, we successfully transitioned the closed "Balefill" landfill from quarterly to annual SEM events. We also negotiated permit procedures and protocols with the Division of Air Quality to isolate portions of the gas system during the Balefill mining project to maintain compliance with the air quality permit.

#### Gas Collection and Delivery

After installation of the current blower/flare skid in 2021, our team performed stack testing and reported to DEQ. S+G tracks continuous gas collection and delivery to the renewable energy project at the Cargill, Inc. facility across the Cape Fear River, and perform ongoing periodic maintenance to maximize gas sale.

#### **Grant Assistance**

We are providing assistance for SRF and grant applications to upgrade the gas treatment and delivery system, as well as to maximize gas capture, and minimize GHG emissions. We are prepared to continue our assistance in the development of new grant proposals while managing compliance and reporting with current awards. Most recently, S+G has assisted with FEMA BRIC Grants, NC DOT LAPP Grants, ARP Grants, and NC DEQ Greenhouse Grants. We also are working with Cumberland County to join in the Climate Pollution Reduction Grants (CPRG) program, which provides \$5 billion in grants to develop and implement ambitious and novel plans for reducing GHG emissions.

# PROJECT UNDERSTANDING

#### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

#### **Greenhouse Gas Monitoring and Reporting**

S+G has prepared GHG monitoring reports for submittal to EPA as required by 40 CFR Part 98. These reports are submitted annually in March through the EPA greenhouse gas reporting tool (e-GGRT) portal. S+G was able to gain access to e-GRRT shortly after beginning work with Cumberland County despite previous reporting contractors being unable to provide login credentials, and thereby meeting the federal reporting deadline. S+G continues to track changes and developments in the federal rule, including the changes proposed August 1, 2023.

#### Landfill Gas Collection System Design

S+G has prepared an updated Landfill Gas Management Plan for Ann Street Landfill incorporating the expansion of the system into Cells 9 & 10. This expansion will include vertical wells and remote wellhead systems to alleviate the need to raise wells and to avoid impact with waste compaction equipment. We are evaluating revisions to tools used to estimate gas generation and pollutant concentrations, including proposed changes to the AP-42 emission factors, and the Landfill Gas Emission Model (LandGEM).

#### Landfill Gas System Operations and Maintenance

Following the expansion and development of gas systems, S+G maintains staff and resources to assist in operations and maintenance of the installed infrastructure including piping repairs, valve repairs, blower replacements, troubleshooting and response to shutdowns or system malfunctions with a rapid response time.

# Renewable Natural Gas (RNG) Treatment, Permitting, and Design

S+G has been in both supporting and primary roles in the development of new RNG projects in the United States. Many of our past developed projects are now converting to RNG including the necessary treatment and compression for conversion to pipeline grade quality. Our experience has included a long partnership with I.C. Thomasson Associates (ICT) Landfill Gas System Operations and Maintenance for the mechanical-electrical-plumbing portion of the projects. In the past few years, S+G and ICT partnered on front end engineering review of over 1,000 miles of low pressure agricultural gas pipelines in a hub and spoke concept for injection into the natural gas pipeline network. The system designs were prepared in compliance with PHMSA Part 192 Regulations. More recently, we are assisting with virtual pipeline delivery and offloading stations for the conversion of landfill gas to pipeline quality. S+G has the resources and partners to assist in various RNG systems including the sufficient treatment, air permitting, storage, and delivery of gas to the pipeline network. We also frequently partner with Crowder Construction Company on many of the projects referenced above, as well as numerous renewable energy projects to provide upfront gas value studies, and permitting assistance (air, local ordinance, etc.).

#### **OUR PROMISE**

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



#### FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. These services include:

- · Site Characterization, Design, and Permitting
- · Landfill Engineering Design, Permitting, and Construction
- Construction Administration and Construction Quality Assurance
- Landfill Gas System Design, Permitting, Construction, and Operations
- Air Quality Permitting and Compliance
- Carbon Credit Services
- Certification of landfill and LFG system construction
- Landfill Closure and Post-Closure
- Due Diligence and Environmental Site Assessment
- Feasibility Studies
- Economic Planning and Forecasting
- Operations Support
- · Education and Training
- Peer Review/Expert Testimony

S+G was founded as an employee-owned company to provide specialty engineering and geological services focused on to the solid waste community. Because of our foundation in solid waste, S+G brings the following advantages:

S+G is one of the largest firms on the east coast that works exclusively in the solid waste field. Our professional staff has combined experience of over 250 years in the solid waste industry involving planning, siting, permitting, design, construction, operations, assessment, closure, and post closure care of various solid waste facilities.

S+G has significant experience providing innovative solutions including:

- S+G was one of the first firms to become a Chicago Climate Exchange (CCX) Verifier of landfill carbon credits.
- S+G is the Engineer of Record for the largest landfill in NC (Sampson Co., NC).
- S+G designed and implemented an innovative passive relief vent system that allows venting of potential gas pressures immediately below the cover system exceeding design limitations in the event of shutdown of LFG collection and control system.
- S+G designed the first piggy-back landfill design in NC (The City of Winston-Salem for HDR).

#### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



#### **DUALIFICATIONS CONT.**

#### Landfill Gas Management

S+G has been a leader in all aspects of landfill gas (LFG) management since 2001. From permitting to design/engineering and operations, S+G has performed all levels of LFG permitting, including Title V, Prevention of Significant Deterioration (PSD), Best Available Control Technology (BACT) analysis, and Greenhouse Gas (GHG) reporting and permitting. We understand the importance of working with regulators in the regional and central offices to obtain the best permit with the most flexibility for the facility's operations.

S+G has a proven track record of moving permits forward in spite of regulatory opposition as evidenced by our work under the Commercial Industrial Solid Waste Incinerators (CISWI) and non-hazardous secondary materials (NHSM) rules on LFG combustion projects. When North Carolina's interpretation of this rule halted development of LFG to energy (LFGTE) projects, S+G's efforts in working with federal EPA and state air regulators allowed us to permit two (2) separate LFG-fired generators that otherwise would not have been approved. S+G has performed LFG sampling on numerous landfills from Florida to Pennsylvania. We have performed Tier 2 sampling from leachate collection systems, passive vents, active collection systems, and push probes to exempt landfills from New Source Performance Standards (NSPS) requirements to collection and control LFG.

#### Landfill Gas Monitoring, Assessment, and Remediation

S+G has performed landfill gas monitoring at landfill facilities since the 1990's. This includes preparation of LFG monitoring plans, assessment of LFG migration through soil gas surveys and well installation. We assist facilities with LFG remediation ranging from passive vent trenches to limit off-site migration, to

#### Landfill Gas Projects

Johnston County MSW Landfill (NC)
Kersey Valley MSW Landfill (NC)
Landfill Group/Enerdyne
Lee County MSW Landfill (NC)
Lexington County Landfill (SC)
MAS Energy (VA, WI, PA)
Newton County MSW Landfill (GA)
Newton County MSW Landfill (GA)
North Wake Landfill (NC)

Oconee County Landfill (SC)
Orangeburg County Closed MSW
Landfill (SC)
RVRA - Smith Gap Landfill (VA)
Sampson County Landfill (NC)
South Wake MSW Landfill (NC)
Terreva Renewables, LLC (NC, OH)
York County Closed MSW Landfill
(SC)

Ann Street Landfill (NC)
Abbeville County Landfill (SC)
Bi-County Solid Waste
Management Landfill (TN)
Cleveland County MSW Landfill
(NC)
Davidson County MSW Landfill
(NC)
Georgetown County Landfill (SC)
Grady Road MSW Landfill (GA)

#### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



#### FIRM SERVICES CONT.

#### Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

#### **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

#### Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

#### **Public Notices and Meetings**

S+G has over 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

#### **Economic Planning and Forecasting**

S+G understands that the City has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

#### COMMITMENT

S+6 is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



#### FIRM SERVICES CONT.

#### Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

#### **Grant Funding Applications**

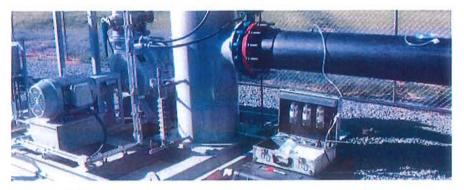
S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

#### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tate is led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

#### SATISFACTION

Satisfaction is the fulfillment of one's wishes, expectations, or needs. At S+6, we seek satisfaction for our clients by resolving their toughest environmental challenges.



#### FIRM SERVICES CONT.

S+G is extremely qualified to provide landfill gas system construction for the County. We have provided the table below listing Clients with similar project requirements as the County.

	Resource Management										Receyery							- (	Remediation											
S+G	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Water Quality Monitoring / Reporting	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Landfill Gas Monitoring	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment (Ph. 1 / 2)	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Client Centact Avery County, NC Eric Foster	x	×	х	x	х	х	х	x	х	х	×	x	х	x	x	х				x	00	х	x	х	х	х	x	×		х
City of Charlotte, NC Renalssance Park					100			G.A		Ī	×		x	x						1			×		x				1	
City of High Point, NC Robby Stone, P.E.	x	x	×	x	x	x	x		×	×	x	x	x		x			x		x	x	x		x			X	x	X	
City of Winston-Salem, NC Jan McHargue			x			2		191			x	x	x	x						x		X	x	I	×			x	×	×
Davidson County, NC Charlie Brushwood	x	x	x	x	x	x	x	x	x	x	x	x	x		х		x		x	x	x	x		x	×		x	x	x	
DTE Biomass (Various Sites) Chris Anglin										1	x	x	x	x	х							x								
ETC of Georgia, LLC Mike Birch	x	×	x	x		X	ж		x	x	x	x	x	X	x					x	x	x		x				Jin.		
Hallfax County, NC Christopher Williams	x	x	x	x	×	x	x	x	x	x			x		x					x		x	x	x	×	E	x	×		
Harnett County, NC Chad Beane	x	x	x	x	x	x	x	x	x	x										x		x		x	×		x	x		A
Johnston County, NC Brian Beasley	x	x	x	x		x	х	x	x		x	x		X	х	x				x	x	X		x	х	x		×	×	
Lexington County, SC Dave Eger			×	x		x	x	x	×		x	x	x	x	x				x	×	x	x	x	x	x	х	x	x		X
MAS Energy (Various Sites) Jason Byers		2			1						x	x	X	X														×		
Biogas Energy Solutions (Various Sites) Steve LaLiberty	B			1					THE		×	x	x								x	2							×	8
Oconee County, SC Swain Still	x	x	E			x	x	x	T.			x	x	x	x		x			x	x	x	x	×	х	JA				
Person County, NC Ray Foushee						x					100	x	x	x	x	x				х		x	х	1	×					
Roanoke Valley Resource Authority Jeremy Garrett	x	x	x	x		x				x	x	x	x	х						x	x	x	x			х		18		
Sampson County Disposal LF (NC) Joe Smith	x	x	x	x		x	×		x	x	x	x	x	x	x	x				x	x	×		×			x		x	
Surry County, NC Jessica Montgomery	100			9				х			x					x				x	x	1		x	x					
Washington County, NC Danny Reynolds	x	x	x		TEN.	x	x	1												x		х	1	x						
Wayne County, NC Randy Rogers		1							1			x	x	x		X					x			х						

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

#### CUMBERLAND COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

RESOURCE MANAGEMENT RECOVERY

#### **Client Reference:**

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

## FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Environmental and Compliance Services - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services have been regarding grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of partial grade separation transfer station, recovery and mining of a former unlined MSW landfill, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential re-use, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

Surveying Services - S+G has provided field and aerial surveying services for landfill grade monitoring, as-built recordation, construction staking, site investigation surveys, monitoring wells, and landfill airspace review and reporting including aerial photography for year over year progress.

#### DAVIDSON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Construction Administration and CQA
- »Air Quality Permitting
- »Water Quality Monitoring/Assessment
- »Landfill Gas to Energy
- »Landfill Closure
- »Financial Studies
- »Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT

## DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

**Client Reference:** 

Davidson County Integrated Solid Waste

Management

Mr. Charlie Brushwood

336.240.0303

charlie.brushwood@davidsoncountync.gov

#### JOHNSTON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUBES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- »Landfill Closure
- »Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- »Financial Evaluations
- »Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT RECOVERY

#### Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director Solid Waste Director 919.938.4750 brian.beasley@johnstonnc.com

# SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Landfill Gas to Energy (2009-Present) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project was developed to generate renewable electricity. S+G provided permitting and operational assistance to the developer, as well as testing to preserve the voluntary status of the LFGCCS. As the LFGTE project has changed hands over the years, S+G continues to provide assistance as needed. Most recently we provided engineering and CQA services for a wellfield expansion to increase LFG flow to support the current project.

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

#### CITY OF DURHAM LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Gas to Energ
- »Water Quality Monitoring
- »Landfill Gas Monitoring
- »Cover Inspections
- »Landfill Audit

# RESOURCE MANAGEMENT

# DURHAM, NORTH CAROLINA / 2010 - PRESENT

City of Durham Landfill Gas to Energy Project - S+G supports Terreva Renewables, LLC in the development, design, permitting, and optimization of their landfill gas to energy projects. At the City of Durham's landfill, S+G has reviewed existing operations and assisted in making upgrades to improve the performance of the existing system and reduce long term operational costs. S+G provides similar assistance on multiple landfill projects for Terreva at other existing LFG to electricity projects in North Carolina, and provided due diligence and feasibility analysis services as they transition from LFG to electricity to RNG projects. S+G provides high level communication between the regulatory agencies, the developer and the landfill owner to bring a cost effective and efficient plan together that meets or exceeds every clients' expectations.

Air Permitting Assistance - S+G evaluated the air permit for the landfill gas flare at the landfill and determined that emissions were below levels requiring a permit. As a result, we were able to assiste the City in retiring the permit.

Water Quality Monitoring - S+G has performed groundwater or surface water monitoring at the closed MSW landfill since 2016. Our work has included measuring water levels in monitoring wells and piezometers, purging of wells, and collecting groundwater and surface water samples for analysis. S+G has also prepared semi-annual reports for submittal to NCDEQ.

**Landfill Gas Monitoring** - S+G has performed quarterly landfill gas monitoring at the facility and has prepared monitoring data sheets for submittal to the City and DEQ as necessary.

Landfill Audit - S+G performed a comprehensive landfill audit to evaluate site conditions during our initial work with the city.

**Cover Inspections** - S+G performed semi-annual cover inspections and prepared reports summarizing any items that the city should address. S+G has also assisted the city with cover repair inspections and correspondence with NCDEQ.

**Client Reference:** 

Terreva Renewables, LLC

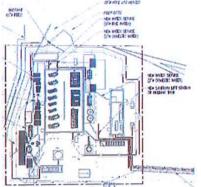
Mr. Richard Crowther, Vice President -Development

678,640,8038

rcrowther@terrevarenewables.com

#### TERREVA RENEWABLES RNG FACILITIES





#### PROJECT SPECIFIC EXPERIENCE INCLUBES:

- »Civil/Site Design
- »Civil Drawings
- »Civil Engineering Support

RESOURCE MANAGEMENT
RECOVERY

#### MULTIPLE SITES / 2020 - PRESENT

Client: I.C. Thomasson Associates, Inc./Crowder Industrial Construction, LLC

Project Sites: SPSA Landfill RNG Facility, Suffolk VA

Wayne Township Landfill RNG Facility, McElhattan, PA Countryside Landfill RNG Facility, Grayslake, IL

Outagamie County Landfill RNG Facility, Little Chute, WI

Project Description: As part of a multidisciplinary design team working with the lead engineer (I.C. Thomasson Associates, Inc.) and design-build contractor (Crowder Industrial Construction, LLC), Smith Gardner performed civil/site design and civil engineering support services for the development of four renewable natural gas (RNG) facilities, located in Virginia, Pennsylvania, Illinois, and Wisconsin for Terreva Renewables, LLC (formerly MAS Energy, LLC). Services performed by S+G included:

- Civil/Site design
- Preparation of Civil drawings and specifications
- Preparation of applicable permitting documents and information (Erosion Control Plans, Stormwater Pollution Prevention Plans (SWPPs), Drainage Calculations, etc.) to support obtaining the necessary State and local approvals for each project
- Coordination of geotechnical and surveying consultants (all sites) and wetlands consultants (one site) during the initial stages of work
- For three of the sites, S+G performed civil/site design for the sales gas pipeline and natural gas utility metering station (connection point for the natural gas pipeline)
- Engineering support services to the contractor during construction
- · Preparation of record drawings and documentation

Each facility has a capacity of 2,500 scfm or greater and can produce in excess of 1,100 MMBtus of RNG on a daily basis.

**Client Reference:** 

Terreva Renewables, LLC

Mr. Richard Crowther, Vice President -Development

678.6408038

rcrowther@terrevarenewables.com

#### SAMPSON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Closure
- »Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- »Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- »Greenhouse Gas Reporting

# RESOURCE MANAGEMENT

#### Client Reference:

OPAL Fuels
Suparna Chakladar
Senior Vice President
Fuel Supply & Environmental
Services
5087 Junction Road
Lockport, NY 14094
951.833.4153
schakladar@opalfuels.com

#### ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

**Description** – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021.

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells. During the landfill's transition from LFG to RNG production in 2023, S+G worked with the developer to obtain a Title V permit. We provided technical information and historical perspective to respond to pubic comment, and to justify use of emission factors that were in question by the permitting agency. Our relationship with DEQ and EPA assisted in streamlining the permitting process.

GHG Reporting – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

#### UNC-CHAPEL HILL - ORANGE COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Gas Air Permitting
- »Landfill Gas to Energy Feasibility Analysis
- » Landfill Gas Quality Testing
- »Carbon Credit Assessment and Monitoring
- »Landfill Gas Collection System Design, Bidding, and Construction Administration

RESOURCE MANAGEMENT RECOVERY

#### ORANGE COUNTY, NORTH CAROLINA / 2007 - 2012

S+G worked with UNC-Chapel Hill both directly and as a sub-consultant for another engineering firm.

LFG Utilization - S+G worked with Affiliated Engineering, Inc. (AEI), Orange County, and UNC to assist the university to develop a gas to energy project at the Orange County Landfill in Chapel Hill, NC. Contacted by AEI in 2007, S+G initially performed a feasibility study to identify candidate technologies. Once LFG to power generation was selected, we worked with AEI to prepare bid and construction documents, oversee construction of the collection system, provide design modifications as needed, and take part in system commissioning. S+G also helped the university evaluate power generation technologies and vendors, and perform sampling to provide data for the team to determine the appropriate level of LFG pretreatment.

**LFG Sampling** - S+G performed sampling and analysis of gas quality for many constituents, including siloxanes, H2S, hazardous air pollutants, and other compounds. S+G also performed monitoring flow and methane from existing vent flares to ensure that carbon credits from the project were preserved.

**Permitting** - S+G developed a LFG Management Plan, which was used by the County's solid waste engineers to modify their permit to include the project. We also prepared and submitted the application to permit air emissions from the project flare.

**Client Reference:** 

Affiliated Engineers, Inc.

Mr. George Howe, Sustainable Project Manager

919.419.9802 GHowe@aeieng.com

#### MP DURHAM LLC



PROJECT SPECIFIC EXPERIENCE INCLUDES: 
"Landfill Gas to Energy"

RESOURCE MANAGEMENT
RECOVERY

#### DURHAM, NORTH CAROLINA / 2010 - 2019

MP Durham, LLC Landfill Gas to Energy Project - S+G supported Biogas Energy Solutions, LLC (BES) in the design, expansion, compliance, reporting, and optimization of their landfill gas to energy (LFGTE) projects. At the MP Durham, LLC LFGTE project, located at the City of Durham landfill, BES owned and operated three (3) landfill gas fired gensets with a combined capacity of over 3 megawatts per hour (MWh). S+G has provided assistance in the LFG collection system expansion design and construction to improve performance of the existing project. We also assisted BES in Title V permit compliance and reporting at this and other projects in the Carolinas. S+G coordinated annual stack testing to demonstrate compliance with State and Federal emission standards, and facilitated communication between the projects and the regulatory agencies.

Client Reference:

Biogas Energy Solutions Mr. Steve LaLiberty 860.678.7537 x11

#### **EMPLOYEE OWNED**

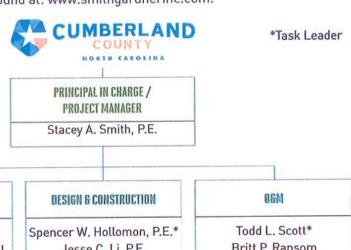
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



#### ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



#### AIR COMPLIANCE

Matt S. Lamb\* Matthew "MAC" Jones, E.I. Matthew B. Stagg Spencer W. Hollomon, P.E.\*

Jesse C. Li, P.E.

Uljas A. Murphy, P.L.S.

Byron S. Hackney

Todd L. Scott\* Britt P. Ransom Troy D. Mitchell Daniel J. Pantaleo

#### SUB-CONTRACTORS

SCADA - Connected Development

Environmental Testing - Enthalpy Analytical and Air Technology Laboratories, Inc.

# STACEY A. SMITH, P.E.

#### Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

#### **Academic Credentials:**

B.S. Civil Engineering (Construction), 1992 North Carolina State University, Raleigh, NC M.C.E. Civil Engineering (Geotechnical), 2004 North Carolina State University, Raleigh, NC

#### Duties:

2006 - Present – President 2000 - Present – Board of Directors

#### Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

#### **Employment Record:**

1996 - Present – Smith Gardner, Inc. (formerly 6.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc. (GNRA)

#### Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

#### **Professional Activities:**

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (FRFF)

NC State University Industry Advisory Board (Past Chair)

#### Selected Publications & Presentations:

Smith, Stacey A, "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.M., Smith,Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept [GGI] project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale [200 Acre] dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group, NC's On-site Wastewater Task Force Committee, and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

#### MATTHEW S. LAMB

#### Senior Scientist - Raleigh, NC

#### Academic Credentials:

B.A. Environmental Studies, 1995
University of North Carolina at Wilmington, NC
M.S. Environmental Management, 2013
University of Maryland, University College, MD

**Duties:** 

2006 - Health and Safety Officer **Professional Training:** OSHA 40-Hour Health and Safety Training

(29 CFR.1910.120)
Transportation of Dangerous Goods Training
(HM181-126F-215B & IATA)

**Employment Record:** 

2003 - Present - Smith Gardner Inc. 2001 - 2003 - URS Corporation

1995 - 2001 - Pollution Prevention Engineering, P.A.

Principal Areas of Expertise:

Air Permit Compliance and Modeling Landfill Gas to Energy (LFGTE) Feasibility Evaluation Landfill Gas Monitoring and Compliance

NPDES Storm water and Wastewater Compliance Oil Pollution Prevention Act Compliance, including Spill Prevention, Control, and Countermeasure

Plan Development

Professional Activities: Air and Waste Management Association (AWMA)

Carolinas Air Pollution Control Association U.S. EPA Landfill Methane Outreach Program

Selected Publications & Presentations:

Lamb, Matt. "A Case Study of Siloxane Analysis Techniques at a Multi-engine Landfill" SWANA's 37th Annual Landfill Gas Symposium, Monterey, CA, Presented March 27, 2014

Lamb, Matt. "Sustainable Conversion of Waste to En ergy - Existing and Emerging Technologies: Successes and Challenges" 3rd Annual Sustainability Symposium and Expo, Leland, NC. Presented March 22, 2013 (co-presenter Greeory Brinkley, Waste Industries USA, Inc.)

Lamb, Matt "Federal Combustion Rules put States on Shaky Ground - Breaking the LFGTE Permit Log Jam" 16th Annual LMDP Conference and Project Expo, Baltimore, MD. Presented January 31, 2013

Lamb, Matt. "Landfills and the Mandatory Green house Gas Reporting Rule." 2010 NC SWANA Conference, Asheville NC. Presented April 27, 2010.

Lamb, Matt. "Estimating the Value of Your Landfill Gas to Energy Project." 13th Annual LMOP Conference and Project Expo, Baltimore, MD. Presented January 12, 2010.

Lamb, Matt, "Breaking the LFGTE Permit Log Jam - NC Interpretation of Federal Combustion Rules may have Impacts Beyond State Lines".



Mr. Lamb has provided landfill gas and air consulting services throughout the United States. As a compliance specialist, he has provided practical solutions to complex regulatory issues. Mr. Lamb's main field of expertise in air compliance and permitting has included Title V and PSD permits, NESHAP, MACT, and BACT standards, and New Source Pollution Standards (NSPS) for landfills and LFG-fired engines.

Mr. Lamb's main field of expertise is air compliance and permitting. He is proficient with state air regulatory agencies and rules, as well as federal programs including Title V federally enforceable permits, National Emission Standards for Hazardous Air Pollutants (NESHAP) and Maximum Achievable and Best Available Control Technology (MACT, BACT) standards, and New Source Pollution Standards (NSPS) for MSW landfills. Projects in which Mr. Lamb has played a lead or management role include:

- · Landfill Gas to Energy (LFGTE) Project Development
- Transition from Subpart WWW to Subpart XXX NSPS
- Title V Permit Application Submittal and Compliance
- Carbon Credit Validation and Verification
- Air Emission Inventory Reporting
- · Gas Collection System Design and Installation
- Tier 1 and Tier 2 Landfill Gas Generation Rate Sampling and Reporting
- Startup, Shutdown, and Malfunction (SSM) Plan Development and Implementation
- Landfill Gas Generation Rate Modeling

Growing interest in LFGTE projects, as well as increased awareness of our changing climate has brought more focus on emissions from active and closed landfills. Mr. Lamb has evaluated and assisted in developing numerous projects ranging in size from 4,800 standard cubic feet per minute (scfm) to 200 scfm. In addition, Mr. Lamb continues to work with the Climate Action Reserve to bring landfill methane greenhouse gas credits to the market.

Matt has managed due diligence assessments to assist municipalities and private developers seeking to acquire LFGTE projects at sites across the country. These projects have included mid-sized medium Btu direct use to boiler, LFG to electricity, and high Btu pipeline injection. During this effort, Mr. Lamb performed or managed LFG generation and collection potential evaluations, waste stream assessment and 10-year projections, LFG sample collection and analysis, compliance evaluations and projections, and Phase 1 Environmental Site Assessments.

As the rules regulating landfills and related LFG emissions have gone through recent revision, Mr. Lamb has analyzed the impact on new and existing sources, as defined by 40 CFR Subparts XXX and Cf, respectively. He has authored guidance documents discussing new requirements and pending compliance deadlines.

#### SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC

#### Academic Credentials:

B.S. Civil Engineering, 2014 North Carolina State University, Raleigh, NC M.C.E Civil Engineering, 2016 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:
Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

#### Areas of Expertise: Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities: American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

#### ULJAS A. MURPHY, PLS

Senior Surveyor- Raleigh, NC

#### **Academic Credentials:**

A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications: Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

#### **Employment Record:**

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Braper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

#### Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities: North Carolina Society of Surveyors



Mr. Murphyhasworkedwithmunicipalandprivate landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

#### JESSE C. LI, P.E.

#### Academic Credentials:

B.S. Environmental & Ecological Engineering, 2018 Purdue University, West Lafayette, IN

M.S. Civil Engineering, 2019
Purdue University, West Lafayette, IN

#### **Professional Credentials:**

Professional Engineer - NC OSHA 30 Hour Construction Safety and Health Training

#### Employment Record:

2019 - Present - Smith Gardner, Inc.

#### Areas of Expertise:

Construction Quality Assurance (CQA) Stormwater Modeling and Design Leachate Management System Design Environmental Compliance Project Engineer - Raleigh, NC



Mr. Li has experience in stormwater management and design, which includes preparing erosion and sedimentation control plans and stormwater compliance monitoring. He also has experience designing and permitting landfills and mines. His field experiences include on-site construction quality assurance, stormwater discharge sampling, landfill gas monitoring, and BMP inspections.

Mr. Li is a graduate of Purdue University receiving his undergraduate degree in Environmental and Ecological Engineering and his master's degree in Civil Engineering prior to joining Smith Gardner in 2019.

His master's degree focused on hydraulics and hydrology which included coursework in coastal engineering, groundwater modeling using MODFLOW, hydrologic modeling using HEC-HMS and GIS, stream restoration design, and solid and hazardous waste management.

Mr. Li has experience in stormwater management and design, which includes compliance monitoring at landfill sites with NPDES stormwater discharge permits and preparing erosion and sedimentation control plans for land disturbance permit applications. He also provides engineering design support for stormwater infrastructure at landfill sites in North Carolina.

Additionally, he has provided design and permitting services for landfills and mines in North Carolina. He has experience preparing bid and construction issue documents as well as providing operational support and on-site construction quality assurance (CQA) monitoring of construction activities at landfills.

Mr. Li's field experiences include stormwater discharge sampling, BMP inspections, stack test monitoring, and landfill gas monitoring.

#### TODD L. SCOTT

Construction Manager - Raleigh, NC

#### **Academic Credentials:**

General Coursework, 1995 - 1997
Greenbrier County Community College
Lewisburg, WV
Geograf Coursework, 1997 - 1999

General Coursework, 1997-1999 College of West Virginia, Beckley, WV Diesel Mechanic School Graduate, 1991 United States Navy, Port Hueneme, CA

#### Professional Credentials:

North Carolina Licensed General Contractor (ID#15337)

North Carolina Licensed Well Driller (ID#3335)

North Carolina Licensed Pump Installer OSHA 40 Hour Certification OSHA 8 Hour Supervisor Certification OSHA HAZWOPER Training Certification Hazardous Materials 126 Certification Hazardous Materials 181 Certification HOPE Fusion Academy Certification

#### **Employment Record:**

2023 - Present - Smith Gardner, Inc.

1997 - 2023 - Piedmont Industrial Services, Inc.

1997 - 1998 - Terra Technologies Group, P.A.

1994 - 1996 - United Environmental Contractors

1992 - 1994 - ENSCI Environmental, Inc.

1991 - 1999 - United States Navy SeeBees

#### **Areas of Expertise:**

Environmental Construction
Soil & Groundwater Remediation
Heavy Equipment Operation
Environmental Orilling Equipment Operation
Construction and Installation of Landfill Gas
Extraction Systems
Underground Storage Tank Removal



Mr. Scott has over 30 years of experience in environmental remediation including soil and groundwater, construction, and installation of landfill gas extraction systems.

Mr. Scott experience in a variety of capacities within the Environmental and General Civil fields. He has held various positions in consulting and contracting firms including Environmental Technician, Site Supervisor and Vice President and principal consultant for the construction of landfill gas projects at Solid waste landfills across the eastern United States.

His experience includes onsite management for environmental construction projects associated with the remediation of soil and groundwater impacted with a variety of contaminants, closure of waste water lagoons, and the construction and installation of landfill gas extraction systems.

He has been responsible for the implementation and completion of various construction projects for the installation of landfill gas extraction systems, onsite management of construction personnel, and for the preparation of price quotations for large scale assessment and remediation construction projects.

Mr. Scott has extensive experience in the operation of a wide variety heavy equipment, including the operation of environmental drilling equipment. He has achieved expert proficiency in the operation of track excavators, track loaders, backhoes and articulating blade dozers.

Mr. Scott is experienced in confined space entry cleaning of underground and above ground storage tanks. He has been responsible for the removal and disposal of large quantities of petroleum impacted soil and water, and the installation of various remediation systems located at numerous sights impacted by a variety of contaminants. He has maintained system documentation for client and NC DEQ regulatory requirements. He has experience with pump & treat systems, vapor extraction systems, and sparging systems; repair of electric and pneumatic pumping systems; installation of compressor pads, flares and piping systems for numerous landfill gas production companies located throughout the eastern united states. He has installed landfill leachate collection pumps and dual contained discharge piping systems and provided periodic maintenance and adjustment of system components.

## MATTHEW M.A.C. (MAC) JONES, E.I.

#### Staff Engineer - Raleigh, NC

#### **Academic Credentials:**

- B.S. Environmental Technology & Management, 2016, North Carolina State University, Raleigh, NC
- M.S. Environmental Engineering, 2020
  University of Colorado at Boulder, Boulder, CO

#### Professional Credentials and Certifications:

Engineer Intern Certificate OSHA 40 Hour HAZWOPER Associate Professional Soil Scientist Soil Science of America

#### **Employment Record:**

2020 - Present - Smith Gardner, Inc. 2016 - 2017 - North Carolina State University

#### Areas of Expertise:

Air Quality Permitting and Compliance Erosion and Stormwater Management Groundwater Remediation Odor Control Environmental Toxicology

#### **Publications:**

Jones, Matthew, "Quantifications of Trace Metal Loading within a Mineralized Watershed and a Changing Climate, Warden Gulch, Summit County, Colorado" - Disertations & Thesis at the University of Colorado, Boulder, 2020



Mr. Jones has experience with environmental odor management, water quality testing, groundwater remediation, stormwater and erosion planning and permitting, and gas monitoring data analysis.

Mr. Jones is a graduate of University of Colorado at Boulder receiving his master's degree in Environmental Engineering and from North Carolina State University receiving his bachelor's degree in Environmental Technology and Management.

He chose to pursue an environmental technology and management degree after discovering interests in soil, water quality, hydrology, and environmental chemistry and the roles they play in our society today.

As an undergraduate, Mr. Jones conducted bench-scale biogeochemical experiments to evaluate the effectiveness of zinc removal by fungal produced manganese oxides isolated from a groundwater remediation system at a Superfund site. Following his undergraduate studies, he was a research technician at North Carolina State University where he conducted bench-scale, hydrogeochemical experiments to determine the fate and transport of arsenic within a variety of environmental systems. Mr. Jones also oversaw daily lab operations, including lab safety training and hazardous waste disposal.

After completing his environmental technology and management degree, Mr. Jones continued on to pursue a master's degree in Environmental Engineering focusing on hydrology and water quality of natural systems. His thesis work evaluated natural and anthropogenic controls on trace metal loading to high alpine streams of the Rocky Mountains. During his work as a water quality intern with the Boulder Waterkeepers, Mr. Jones analyzed water quality data for the Upper Boulder Creek Watershed and developed a comprehensive report of water quality issues and assessed their relations to legacy mining activities.

As a staff engineer at Smith Gardner, Mr. Jones has developed his skills supporting a variety of projects including air quality permitting, LFG monitoring and compliance, stormwater and erosion permitting, and environmental odor management.

#### RESPONSIVENESS

S+G understands that time is of the essence and that our client's needs come first. To that end we incorporate responsiveness into everything we do.



#### CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's project and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
Orjan Article Property Control		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
	10.0	South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
-		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Matthew S. Lamb	30%	EPA Greenhouse Gas Reporting Management - Multiple landfills (NC, SC, VA, TN)	\$50,000	Q2/2024
Matthew St Lamb	3070	Landfill Gas Resource Study - Multiple landfills for undisclosed RNG developer	\$50,000	Q1/2024
		RVRA Smith Gap Landfill - Air permit compliance, LFGCCS maintenance	\$25,000	Ongoing
		Confidential governmental client - Compliance review of undisclosed landfill	\$10,000	Q1/2024
Matthew "Mac" Jones	25%	Red Rock Disposal C&D Landfill - Erosion control plan, construction admin	\$10,000	Q1/2024
		Private Landfill - LFGCCS expansion admin, air permit compliance	\$25,000	Ongoing
		Waste Reclamation C&D Landfill - Permit to construct application	\$10,000	Q1/2024
		Private Landfill (TN) - LFGCCS design plan revision	\$10,000	Q2/2024
Matthew B. Stagg	30%	Cumberland Co. Ann Street Landfill - Air permit compliance, emissions monitoring	\$15,000	Ongoing
marinery brotagg		Private Landfill (TN) - Wellfield compliance, emission monitoring	\$15,000	Ongoing
		Cleveland County MSW Landfill - Tier 2 NMOC emission sampling/reporting	\$10,000	Q2/2024
		Undisclosed Client - Surface emission monitoring	\$10,000	Ongoing
Byron S. Hackney	T -	Undisclosed Client Rain Cover Installation	\$125,000	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

# ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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

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

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

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

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

		the second second second second second					
VENDOR: Smith Gardner, Inc.							
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX: ZIP: 27603  TELEPHONE TOLL FREE TEL. NO NUMBER: 919-828-0577  FUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO PERSON SIGNING ON BEHALF OF th, P.E.  D SIGNATURE: DATE: EMAIL:						
ITY & COUNTY & ZIP: leigh, Wake County, 27603 INCIPAL PLACE OF BUSINESS ADDRESS IF DIFFE ENDORS ITEM #10): INT NAME & TITLE OF PERSON SIGNING ON BEHALI ENDOR: Stacey A. Smith, P.E.		NUMBER: 919-828-0577					
VENDORS ITEM #10):		Deb	(SEE INSTRUCTIONS TO				
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:					
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgardnerinc.com						
1 2 1/4	02/07/2024	stacey@smitrigat	TUHETHIO.COM				

# ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor	Smith Gardner, Inc.	, certifies or affirms the truthfulness and accurate	uracy of
each statement of	f its certification and disc	losure, if any. In addition, the Contractor und	erstands
and agrees that th	ne provisions of 31 U.S.C	. Chap. 38, Administrative Remedies for False	Claims
and Statements, a	apply to this certification a	nd disclosure, if any.	
1		_	
Signature of Con	tractor's Authorized Offic	ial	

Stacey A. Smith, P.E., President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith, P.E.	_, being first duly sworn, depo	oses and says that:
l. He/She is the President submitted the attached proposal.	of Smith Gardner, Inc.	, the proposer that has
2. He/She is fully informed respec		nts of the attached proposal and of
3. Such proposal is genuine and is	s not a collusive or sham propo	osal.
employees or parties in interest, in or agreed, directly or indirectly, which is sham proposal in connection with or to refrain from proposing in co- indirectly sought by agreement proposer, firm or person to fix the or to fix any overhead, profit or proposer or to secure through of	cluding this affiant, has in any with any other proposer firm the contract for which the atta onnection with such contract, or collusion of communicati price or prices in the attached cost element of the proposal collusion, conspiracy, conniv	or person to submit a collusive or ached proposal has been submitted or has in any manner, directly or proposal or of any other proposal or of any other proposal or of any other proposers, price of the proposal of any other ance or unlawful agreement any ested in the proposed contract; and
	e or unlawful agreement on the mployees, or parties in interest	d proper and are not tainted by any e part of the proposer or any of its including this affiant.
Title: President		
Date: 02/07/2024		
Subscribed and Sworn to Before Months 7th day of February  Notary Public Brent C. Aikmar  My Commission Expires: 01/19/2	, <u>2024</u> n, Wake County, N.C.	BRENT C. AIKMAN  NOTARY PUBLIC  WAKE COUNTY, N.C.  My Commission Expires 1-19-2028.



# NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

# This is to Certify that:

<u>Smith Gardner, Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering and land surveying** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

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

License No.: F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



DATE (MM/DD/YYYY)

CERTIFICATE OF LIABILITY INSURANCE 05/31/2023 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Tracy Meadows PRODUCER (919) 781-1115 (919) 783-6427 PHONE FAX (A/C, No): **INSURE** (A/C, No, Ext): tmeadows@insure-nc.com PO Box 31508 ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC# Raleigh, NC 27622 Travelers Indemnity Company of Connecticut 25682 INSURER A: Travelers Property Casualty Company of America 25674 INSURER B: INSURED 25666 Travelers Indemnity Company of America INSURER C : Smith Gardner Inc. 14 N Boylan Avenue INSURER D Raleigh, NC 27603 INSURER E INSURER F REVISION NUMBER: COI - 2023-2024 **CERTIFICATE NUMBER: COVERAGES** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) ADDL SUBR POLICY NUMBER TYPE OF INSURANCE INSD WVD 1,000,000 COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE 1,000,000 PREMISES (Ea occurrence) CLAIMS-MADE | X OCCUR 5,000 MED EXP (Any one person 1,000,000 06/01/2024 06/01/2023 680-1,1560231 PERSONAL & ADV INJURY 2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 2,000,000 PRODUCTS - COMP/OP AGG \$ POLICY OTHER: COMBINED SINGLE LIMIT s 1,000,000 AUTOMOBILE LIABILITY (Ea accident) BODILY INJURY (Per person) ANY AUTO 06/01/2024 BODILY INJURY (Per accident) OWNED AUTOS ONLY HIRED 06/01/2023 SCHEDULED 680-1J560231 AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE \$ AUTOS ONLY (Per accident 5,000,000 S EACH OCCURRENCE UMBRELLA LIAB OCCUR 5,000,000 06/01/2024 06/01/2023 CUP-2A316636 AGGREGATE **EXCESS LIAB** CLAIMS-MADE RETENTION \$ DED OTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 500,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE 06/01/2024 06/01/2023 UB-5K522297 Ν N/A 500,000 CER/MEMBER EXCLUDED? E.L. DISEASE - EA EMPLOYEE (Mandatory in NH) 500,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR INFORMATION ONLY AUTHORIZED REPRESENTATIVE I way 17 Dawlow's



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 08/01/2022

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

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# APPENDIX B SAM/EPLS LIST

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www.seidgardraring.com



# SOLID WASTE MANAGEMENT

# MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL

RESOURCES

**DATE:** 9/3/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID

WASTE LANDFILL GAS ROUTINE COMPLIANCE ASSISTANCE

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

RESOURCES

## **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste gas services to assist the County with the design of gas collection and treatment systems improvements, monitoring, sampling, testing, reporting, permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Cumberland County currently operates a gas collection and treatment system at the Ann Street Landfill. The attached Service Agreement is for Routine Air Permit and Air Regulation Compliance Assistance. The scope of work is for Annual and Semiannual Compliance Reporting which includes Annual Compliance Certification, Semiannual Title V SSM Reporting, Air Emissions Inventory, and Greenhouse Gas Reporting.

The agreement amount shall not exceed \$60,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

# RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the September 16, 2024, Board of Commissioners agenda:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$60,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

# **ATTACHMENTS:**

Description Type
Board Approval of Bid Award Backup Material
Service Agreement Backup Material

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024

6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN

FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN

QUEEN - KENNEDY MARIE WHITAKER

FIRST RUNNER UP - BAILEE SWINTON

SECOND RUNNER UP - SONIA ROSS

THIRD RUNNER UP - CHLOE JONES

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

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

# PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

2. CONSENT AGENDA

Approved

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

# NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

# 3. PUBLIC HEARINGS

 Case # MH-6638-2023 - Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

# THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

# Rezoning Cases

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- 4. ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

# **NOMINEES:**

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

# **NOMINEES:**

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM

C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

# NOMINEE:

## JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

## NOMINEE:

RYAN AUL DR. TORIKA FULLER

**APPOINTMENTS** 

- - A. Home and Community Care Block Grant Committee (1 Vacancy)

# APPOINTED:

# SIGMA SMITH - AGING SERVICE PROVIDER

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

# APPOINTED:

# **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

# APPOINTED:

# **JOEY SHORT**

- 7. CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

# **ADJOURN**

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

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



# SOLID WASTE MANAGEMENT

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

TO: BO

**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

Evaluators Name:

Summary Sheet

Project Team Firm References   Notes   Total	15 Points Max 25 Points Max 15 Points Max	15	15			
Project Team Qualifications	25 Points Max	25	24			
Project Approach including Schedule	15 Points Max	14	13			
Firm Qualifications Relevant Experience	25 points Max	25	24			
Firm Qualifications	20 Points Max	20	19			111111111111111111111111111111111111111
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

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

Vendors

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# STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

# SERVICE AGREEMENT

This Agreement made this the **\_26th\_**day of \_July\_\_\_\_\_\_ 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

# WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Gas Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Gas Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Gas Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June, 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$60,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

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

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

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

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

VENDOR:

COUNTY:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 Amanda L. Bader, General Manager of Natural Resources 698 Ann Street Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

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

ATTEST	COUNTY OF CUMBERLAND
BY: ANDREA TEBBE, Clerk	BY: GLENN ADAMS, Chairman Board of County Commissioners
SMITH GARDNER, INC. ATTEST BY:	Stacey A. Smith, P.E. President
This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  County Finance Office	Approved for Legal Sufficiency upon formal execution by all parties  Start 8/3/14  County Attorney's Office  But approved award  3//8/14

SMITH+GARDNER

ADDRESS

14 N. Boylan Avenue, Raleigh NC 27603

TEL 919.828.0577 WEB www.smithgardnerinc.com

July 23, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal

Cumberland County - Ann Street Landfill Routine Air Permit and Air Regulation Compliance Assistance Fiscal Year 2024-2025

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for routine air permit and air regulation compliance assistance at the Cumberland County Ann Street Landfill facility. This work is proposed in accordance with the Request for Qualifications for Solid Waste Gas Services issued by Cumberland County. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

# SCOPE OF SERVICES

# Task 1: Annual/Semiannual Compliance Reporting

A. Annual Compliance Certification (Due January 30)

S+G will prepare an annual compliance certification for the Ann Street Landfill (Landfill) detailed in the Title V air quality operating permit No. 08846T10, which requires a statement certifying compliance with all permit conditions during the previous calendar year, and noting any deviations from permit conditions, to be signed by the designated responsible official. S+G proposes to review compliance documents and note the compliance status compliance of each permit condition. S+G will facilitate certification and submittal of this report by the deadline to the Division of Air Quality (DAQ) Fayetteville regional Office, as well as EPA Region 4.

B. <u>Semiannual Title V Summary Report/Startup, Shutdown, and Malfunction (SSM)</u> Report (Due July 30 and January 30)

S+G will prepare two (2) semiannual Title V summary reports for the Landfill detailed in the Title V air quality operating permit, which requires that LFG collection and control system operations, maintenance, and monitoring activities be reported semiannually. In addition, startup, shutdown, and malfunction (SSM) events related to the landfill gas collection and control system are to be reported. S+G proposes to review operations and maintenance records and prepare the semiannual/SSM reporting for the previous six-month period. S+G will facilitate certification and submittal of this report by the deadline to the DAQ Fayetteville Regional Office.

Ms. Amanda L. Bader, P.E. July 23, 2024 Page 2 of 3

# C. Air Emissions Inventory (Due June 30)

S+G will prepare an air emission inventory for the Landfill as required in the Title V air quality operating permit to report the annual air emissions from the landfill, other permitted sources, and any insignificant sources for the previous calendar year. This report must be signed by the responsible official. S +G proposes to calculate emissions based on available records, including:

- MSW and C&D acceptance records;
- Leachate handling records; and
- Emergency generator runtime hours.

S+G will provide a report for signature by the responsible official, and facilitate submittal of hard copies to the Fayetteville Regional Office. Electronic reporting will also be submitted directly by S+G using the DAQ Air Emission Reporting Online (AERO) web portal.

# D. Greenhouse Gas Reporting (Due March 31)

S+G will prepare one [1] greenhouse gas emission report for the Landfill in accordance with 40 CFR Part 98, Subpart HH – Mandatory Greenhouse Gas Reporting. MSW landfills that accepted waste on or after January 1, 1980, and generate methane (CH4) in amounts equivalent to 25,000 metric tons of carbon dioxide equivalent (tCO2e) or more per year must report CH4 generation and CH4 emissions on an annual basis. Reporting is performed through EPA's electronic greenhouse gas reporting tool (e-GGRT). S+G proposes to report GHG emissions generated in 2022. LFG flow and CH4 data recorded during 2022, and total MSW waste disposed in 2022 will be required to calculate reportable emissions. Additionally, emissions from other combustion sources owned by the facility may be required to be calculated and reported, as required in Subpart C (General Stationary Fuel Combustion Sources) of the rule. Reportable combustion sources may include:

- Boilers;
- Engines; and
- Process heaters.

Sources specifically exempt from reporting under this subpart include:

- Portable equipment;
- Emergency generators;
- Flares; and
- Pilot lights.

Ms. Amanda L. Bader, P.E. July 23, 2024 Page 3 of 3

# BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is attached. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
1. Annual Compliance Certification	\$15,000
2. Semiannual Title V SSM Reporting	\$15,000
3. Air Emissions Inventory	\$15,000
4. Greenhouse Gas Reporting	\$15,000
Total Budget:	\$60,000

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by:

Matthew, Sarkamb Senior Scientist (ext. 121)

matt@smithgardnerinc.com

-DocuSigned by:

Stacy l. Smith Stacky Ansmith, P.E.

President (ext. 123)

stacey@smithgardnerinc.com

Attachment

cc:

Ewa Thomas, Cumberland County

# SMITH+GARDNER

ENBINEERS-





# 2024 FEE SCHEDULE

Staff Professional		Hourly Billing Rates*
President, Senior Engineer - Stacey A. Smit	h.P.E.**	\$275/hour
Vice President, Senior Project Manager - J		\$260/hour
Vice President, Senior Engineer - Pieter K.		\$250/hour
Vice President, Senior Project Manager - V		\$220/hour
Vice President, Senior Geologist - C. Kevin		\$210/hour
Vice President, Senior Hydrogeologist - Jo		\$205/hour
Principal, Senior Project Engineer - Gregory	그 마을 이 경영하다 하다 있었다. 아이지의	\$162/hour
Principal, Senior Civil Designer - Christoph		\$160/hour
Principal, Senior Project Engineer - John R.		\$160/hour
Principal, Senior Project Engineer - Spence		\$160/hour
Senior Engineer – John D. Barnard, P.E.	14-14-13-14-14-14-14-14-14-14-14-14-14-14-14-14-	\$215/hour
Senior Project Manager – Jon M. Dietz, Ph.D		\$215/hour
Senior Surveyor – Uljas J. Murphy, P.L.S. ++ (		\$200/hour
Senior Project Manager – Gregory T. Farrell,		\$195/hour
Senior Geologist – Bobby J. Wolf, P.G.	* 1851	\$195/hour
Senior Engineer – E. Fred Mussler, III, P.E.		\$175/hour
Senior Scientist - Matthew S. Lamb**		\$160/hour
Project Engineer – Jesse C. Li, P.E.		\$150/hour
GIS Analyst – Jason D. McMahon, GISP++ (U.	(24	\$143/hour
Project Geologist – Clyde A. L. "CAL" Easter, 1		\$142/hour
Project Engineer – Jonathan "Johnny" A. Ha		\$142/hour
Project Engineer – Matthew M.A.C. "Mac" Jo		\$140/hour
Project Geologist - Seth C. Rickerts, P.G.	1163, 1 .L.	\$130/hour
Project Manager – Lou J. Krasuski@@		\$130/hour
Construction Consultant – Albert B. "Buddy'	Rowers Ir	\$125/hour
Management Consultant – D. Scott Bost	DOWEIS, SI.	\$125/hour
Construction Manager – Todd L. Scott		\$125/hour
Civil Designer – Robert V. Maynard, SI ** (UA	9)	\$125/hour
Staff Surveyor – Chris W. Knox, SI	3)	\$125/hour
Systems Administrator - Sam T. Spencer ++ (	11/2)	\$125/hour
Field Services Manager - Byron S. Hackney		\$122/hour
Field Services Manager - Britt P. Ransom**		\$120/hour***
Construction Manager – Troy D. Mitchell** (		\$115/hour
	UA3)	\$115/hour
CAD Designer – Jeffrey R. Taylor Stoff Engineer – Aubrio C. Miller		\$110/hour
Staff Engineer – Aubrie C. Miller		\$105/hour
Environmental Technician – Joshua C. Rue		
CAD Designer – L. Hal Blevins, III		\$105/hour \$100/hour
CAD Technician – Jacob Griffith		
Environmental Technician – Matthew Stage Environmental Technician – Daniel J. Panta	The said the	\$95/hour
	160	\$90/hour
Staff Technician		\$75/hour
Clerical/Administrative Secretary		\$50/hour
Expert Witness/Legal Services		Negotiated
Reproduction Expenses Small Format (B size or smaller)	Black & White Color	\$0.10 per page \$0.40 per page
Large Format (C size or larger)		\$4 per sheet
Equipment		see Rate Sheet
Expenses & Fees		WY K Seeds
Direct Project Expenses		Cost + 10%
* Rates are subject to review annually.		
**Employee Owner ***Accredited Asbestos Inspector (AAI) Serv	ires	+\$15/hour to rate
Accidented Appealus IIIspectul (AAI) sell		
**FAA Small Unmanned Aircraft Systems (U/	AS) Certificate & NC Commercial UAS Operator Permit Hold	er +\$15/hour to rate

# Attachment A



# REQUEST FOR QUALIFICATIONS (RFQ)

# Solid Waste Gas Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for air compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of gas collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities germane to Solid Waste Air Quality Compliance, however, the County intends to perform the Surface Methane Sweeps data collection in-house and provide that data to the firm for reporting.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, gas treatability and storage studies, negotiation of gas purchase agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to construct a new treatment skid for the Ann Street Landfill. The existing system consists of a collection skid that was upgraded in 2021 and a treatment skid that is undersized. The average flow for the system is approximately 900 scfm. The services to be provided for this initial project will include the design of a new treatment skid. There is no assurance of additional services being required beyond this initial project.

# Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Landfill gas treatment and storage
- · Renewable Natural Gas (RNG) treatment, permitting, and design experience
- Carbon modeling and monitoring experience
- Greenhouse gas modeling experience
- Landill gas production and collection system modeling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

# MINIMUM QUALIFICATIONS

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

# SUBMITTAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 8, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

# EVALUATION AND AWARD OF PROJECTS

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

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

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

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

# **QUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 1, 2024. Questions received after this date and time will not be considered for response.

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

# Attachments:

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

# ATTACHMENT A: EXECUTION OF PROPOSAL

# **EXECUTION**

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

Treasurer & Final Divest	ment List as per N.C.O.5 14	7-80.33-03.				
The potential Contractor	certifies and/or understands	s the following by	placing an "X" in all b	plank spaces:		
	The County has the right to with deviated/omitted information is considered contact vendors to reque from a proposal packet. interest to do so, the Couland/or to award only a particular to the couland of the couland	ormation, based on the state of a minor deviation of the state of the	n the County's discretion or omission. The omation/documentation he County determines right to award to one of	on if the omitted County will not that is missing it is in its best		
	This proposal was signed	by an authorized	representative of the C	Contractor.		
	The potential Contractor I and supplies associated w					
<u> </u>	All labor costs associated direct and indirect costs.	with this project	have been determined,	including all		
	The potential Contractor a exceptions.	agrees to the cond	ditions as set forth in the	his RFP with no		
undersigned offers and Vendor agrees to hold f	Selection of a contract qualifications of the ven binding acceptance offe Commissioners, or its des acce with the foregoing RFF agrees to furnish the servic firm offer through contract e	dor. Vendor un er occurs until ignee, executes a P, and subject to es for the prices xecution.	derstands and agrees the Cumberland Co- formal contract and/or all terms and condition quoted within the time	that no legally unty Board of purchase order. ons thereof, the oframe required.		
Failure to execute/sign REJECTED.	n proposal prior to submitt	tal shall render t	he proposal invalid a	nd it WILL BE		
VENDOR:				Ψ		
STREET ADDRESS:			P.O. BOX:	ZIP:		
CITY & COUNTY & ZI	CITY & COUNTY & ZIP:			TELEPHONE TOLL FREE TEL. NO: NUMBER:		
PRINCIPAL PLACE OVENDORS ITEM #10):	F BUSINESS ADDRESS	IF DIFFERENT	FROM ABOVE (S	EE INSTRUCTIONS TO		
PRINT NAME & TITLE VENDOR:	E OF PERSON SIGNING O	N BEHALF OF	FAX NUMBER:			
VENDOR'S AUTHOR	IZED SIGNATURE:	DATE:	EMAIL:			

# ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

each statement of its certifications and agrees that the provisions	, certifies or affirms the truthfulness and accuracy of ation and disclosure, if any. In addition, the Contractor understands of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims certification and disclosure, if any.
Signature of Contractor's Aut	horized Official
Name and Title of Contractor	's Authorized Official
Date	

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

1	, being first duly sworn	n, deposes and says that:
1. He/She is thesubmitted the attached propo	sal. of	, the proposer that has
2. He/She is fully informed reall pertinent circumstances re		l contents of the attached proposal and of
3. Such proposal is genuine a	and is not a collusive or sham	n proposal.
employees or parties in intere or agreed, directly or indirect sham proposal in connection or to refrain from proposing indirectly sought by agreem proposer, firm or person to fix or to fix any overhead, profit proposer or to secure through advantage against the County 5. The price or prices quoted collusion, conspiracy, connivagents, representatives, owner	est, including this affiant, has early, with any other proposer with the contract for which to in connection with such connect or collusion of communication to contract or cost element of the proposed collusion, conspiracy, or of Cumberland or any person in the attached proposal are to the attached proposal attached pro	artners, owners, agents, representatives, in any way colluded, conspired, connived of firm or person to submit a collusive or the attached proposal has been submitted intract, or has in any manner, directly or unication or conference with any other ached proposal or of any other proposers, posal price of the proposal of any other connivance or unlawful agreement any in interested in the proposed contract; and fair and proper and are not tainted by any con the part of the proposer or any of its interest, including this affiant.
Signature		_
Printed Name:		
Title:		
Date:		
Subscribed and Sworn to Bet	fore Me,	
This day of		
Notary Public		
My Commission Expires:		

# ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

# 1. Drug Free Workplace Requirements

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

# 2. Contractor Compliance

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

# 3. Conflict of Interest

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

# 4. Mandatory Disclosures

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

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

# Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# **Federal Water Pollution Control Act:**

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

# 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

# 7. No Obligation by Federal Government

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

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

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

# 9. Changes

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

# 10. Termination

- (1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

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

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

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

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

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

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

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

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

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

# 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

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

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

# 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

# 13. Equal Employment Opportunity

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

# 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

# 15. Copeland "Anti-Kickback" Act

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

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

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- · Meeting contract performance requirements.
- · At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

### 19. Safeguarding Personal Identifiable Information:

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

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

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

### 21. Byrd Anti-Lobbying Amendment

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

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

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

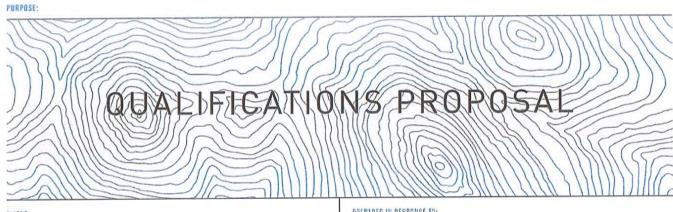
Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

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 25 Points Max 15 Points Max			
						0		
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Vendors		*If additonal s	Additional Notes *If additional space is needed for notes, see attached	otes or notes, see atta	rched			
								11
								1 1
								-

**Evaluators Name:** 

## Attachment B

# SMITH+GARDNER



CLIENT:

CUMBERLAND COUNTY, **NORTH CAROLINA** 

REQUEST FOR QUALIFICATIONS SOLID WASTE GAS SERVICES





DocuSign Envelope ID: 0985D3EC-45D4-4929-9582-C824441C1359

CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

TRANSMITTAL LETTER

SMITH+GARDNER

CORPORATE ADDRESS

14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE

919,828,0577

FAX

919,828,3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE:

Request for Qualifications Solid Waste Gas Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Gas Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

**Proven Solid Waste Experience -** S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

**Proximity to and familiarity with NCDEQ and Cumberland County -** S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, we are already familiar with the County's facilities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals are slated to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

—DocuSigned by:

Stacy a. Smith, P.E.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com —Docusigned by:

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

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S+G ENGINEERING LICENSE

CERTIFICATES OF INSURANCE

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## INTRODUCTION

### **RESOURCE MANAGEMENT**

Solid, Hazardous, and Industrial Waste
Pre-Project Due Diligence and Planning
Site Characterization and Site Studies
Facility Design and Permitting
Landfills; New Cells, Expansion Cells
Transfer Stations, Convenience Centers
Operations Support
Education and Training
Peer Review/ Expert Witness
Project Procurement and Construction
Bid Procurement
Construction Administration & CQA
Budgeting, Feasibility and Financial Modeling
Facility Closure and Post-Closure

### RECOVERY

Renewable Energy

**Biomass** 

Solar

Landfill Gas

**Compost Materials** 

Facilities Design, Permitting, Construction and CQA

Feasibility Studies & Implementation:

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

**Auditing** 

**Waste Reduction** 

Solid Waste Facility Mining

### REMEDIATION

**Environmental Site Assessment** 

Phase I and Phase 2 ESAs

Water Quality

**Environmental Monitoring and Compliance** 

Monitoring System Design and Permitting

Groundwater and Surface Water

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization

Air Quality Permitting and Compliance

Asbestos Management and Compliance



### SMITH GARDNER, INC.

Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603 Telephone: (919) 828-0577 stacey@smithgardnerinc.com



### INTRODUCTION

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

### WHERE WE WORK

S+G consults for clients across North Carolina as well as Tennessee, South Carolina, Georgia, and Virginia. Our clients in North Carolina are shown below.



## PROJECT UNDERSTANDING

### **OUR MISSION**

S+6's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for air quality compliance and landfill gas management at the Ann Street Landfill and other solid waste facilities in Cumberland County. We are aware of and engaged in multiple projects related to landfill gas management, air permit/regulatory compliance, federal greenhouse gas monitoring and reporting, and renewable energy/renewable gas project development.

### Background

As a consultant, S+G has and will work closely with site personnel to maintain and assist operations at the landfill. We are prepared to assist as primary operator or as a resource in wellfield adjustments. S+G also reviews LFGCCS data to ensure continued compliance with the landfill air permit and underlying state and federal regulations.

### Surface Emission Monitoring

Our personnel perform quarterly surface emission monitoring (SEM) events on the active landfill to confirm that the LFGCCS is properly operated to capture methane. During the past year, we successfully transitioned the closed "Balefill" landfill from quarterly to annual SEM events. We also negotiated permit procedures and protocols with the Division of Air Quality to isolate portions of the gas system during the Balefill mining project to maintain compliance with the air quality permit.

### Gas Collection and Delivery

After installation of the current blower/flare skid in 2021, our team performed stack testing and reported to DEQ. S+G tracks continuous gas collection and delivery to the renewable energy project at the Cargill, Inc. facility across the Cape Fear River, and perform ongoing periodic maintenance to maximize gas sale.

### **Grant Assistance**

We are providing assistance for SRF and grant applications to upgrade the gas treatment and delivery system, as well as to maximize gas capture, and minimize GHG emissions. We are prepared to continue our assistance in the development of new grant proposals while managing compliance and reporting with current awards. Most recently, S+G has assisted with FEMA BRIC Grants, NC DOT LAPP Grants, ARP Grants, and NC DEQ Greenhouse Grants. We also are working with Cumberland County to join in the Climate Pollution Reduction Grants (CPRG) program, which provides \$5 billion in grants to develop and implement ambitious and novel plans for reducing GHG emissions.

## PROJECT UNDERSTANDING

### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



## PROJECT UNDERSTANDING CONT.

### Greenhouse Gas Monitoring and Reporting

S+G has prepared GHG monitoring reports for submittal to EPA as required by 40 CFR Part 98. These reports are submitted annually in March through the EPA greenhouse gas reporting tool (e-GGRT) portal. S+G was able to gain access to e-GRRT shortly after beginning work with Cumberland County despite previous reporting contractors being unable to provide login credentials, and thereby meeting the federal reporting deadline. S+G continues to track changes and developments in the federal rule, including the changes proposed August 1, 2023.

### Landfill Gas Collection System Design

S+G has prepared an updated Landfill Gas Management Plan for Ann Street Landfill incorporating the expansion of the system into Cells 9 & 10. This expansion will include vertical wells and remote wellhead systems to alleviate the need to raise wells and to avoid impact with waste compaction equipment. We are evaluating revisions to tools used to estimate gas generation and pollutant concentrations, including proposed changes to the AP-42 emission factors, and the Landfill Gas Emission Model (LandGEM).

### Landfill Gas System Operations and Maintenance

Following the expansion and development of gas systems, S+G maintains staff and resources to assist in operations and maintenance of the installed infrastructure including piping repairs, valve repairs, blower replacements, troubleshooting and response to shutdowns or system malfunctions with a rapid response time.

## Renewable Natural Gas (RNG) Treatment, Permitting, and Design

S+G has been in both supporting and primary roles in the development of new RNG projects in the United States. Many of our past developed projects are now converting to RNG including the necessary treatment and compression for conversion to pipeline grade quality. Our experience has included a long partnership with I.C. Thomasson Associates (ICT) Landfill Gas System Operations and Maintenance for the mechanical-electrical-plumbing portion of the projects. In the past few years, S+G and ICT partnered on front end engineering review of over 1,000 miles of low pressure agricultural gas pipelines in a hub and spoke concept for injection into the natural gas pipeline network. The system designs were prepared in compliance with PHMSA Part 192 Regulations. More recently, we are assisting with virtual pipeline delivery and offloading stations for the conversion of landfill gas to pipeline quality. S+G has the resources and partners to assist in various RNG systems including the sufficient treatment, air permitting, storage, and delivery of gas to the pipeline network. We also frequently partner with Crowder Construction Company on many of the projects referenced above, as well as numerous renewable energy projects to provide upfront gas value studies, and permitting assistance (air, local ordinance, etc.).

### **OUR PROMISE**

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



### FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. These services include:

- Site Characterization, Design, and Permitting
- · Landfill Engineering Design, Permitting, and Construction
- Construction Administration and Construction Quality Assurance
- Landfill Gas System Design, Permitting, Construction, and Operations
- Air Quality Permitting and Compliance
- Carbon Credit Services
- Certification of landfill and LFG system construction
- Landfill Closure and Post-Closure
- Due Diligence and Environmental Site Assessment
- Feasibility Studies
- · Economic Planning and Forecasting
- Operations Support
- Education and Training
- Peer Review/Expert Testimony

S+G was founded as an employee-owned company to provide specialty engineering and geological services focused on to the solid waste community. Because of our foundation in solid waste, S+G brings the following advantages:

S+G is one of the largest firms on the east coast that works exclusively in the solid waste field. Our professional staff has combined experience of over 250 years in the solid waste industry involving planning, siting, permitting, design, construction, operations, assessment, closure, and post closure care of various solid waste facilities.

S+G has significant experience providing innovative solutions including:

- S+G was one of the first firms to become a Chicago Climate Exchange (CCX) Verifier of landfill carbon credits.
- S+G is the Engineer of Record for the largest landfill in NC (Sampson Co., NC).
- S+G designed and implemented an innovative passive relief vent system that allows venting of potential gas pressures immediately below the cover system exceeding design limitations in the event of shutdown of LFG collection and control system.
- S+G designed the first piggy-back landfill design in NC (The City of Winston-Salem for HDR).

### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- · Respect
- Accountability
- · Integrity
- Innovation
- Involvement

These values power everything we do.



## QUALIFICATIONS CONT.

### Landfill Gas Management

S+G has been a leader in all aspects of landfill gas (LFG) management since 2001. From permitting to design/engineering and operations, S+G has performed all levels of LFG permitting, including Title V, Prevention of Significant Deterioration (PSD), Best Available Control Technology (BACT) analysis, and Greenhouse Gas (GHG) reporting and permitting. We understand the importance of working with regulators in the regional and central offices to obtain the best permit with the most flexibility for the facility's operations.

S+G has a proven track record of moving permits forward in spite of regulatory opposition as evidenced by our work under the Commercial Industrial Solid Waste Incinerators (CISWI) and non-hazardous secondary materials (NHSM) rules on LFG combustion projects. When North Carolina's interpretation of this rule halted development of LFG to energy (LFGTE) projects, S+G's efforts in working with federal EPA and state air regulators allowed us to permit two (2) separate LFG-fired generators that otherwise would not have been approved. S+G has performed LFG sampling on numerous landfills from Florida to Pennsylvania. We have performed Tier 2 sampling from leachate collection systems, passive vents, active collection systems, and push probes to exempt landfills from New Source Performance Standards (NSPS) requirements to collection and control LFG.

### Landfill Gas Monitoring, Assessment, and Remediation

S+G has performed landfill gas monitoring at landfill facilities since the 1990's. This includes preparation of LFG monitoring plans, assessment of LFG migration through soil gas surveys and well installation. We assist facilities with LFG remediation ranging from passive vent trenches to limit off-site migration, to

### Landfill Gas Projects

Johnston County MSW Landfill (NC)
Kersey Valley MSW Landfill (NC)
Landfill Group/Enerdyne
Lee County MSW Landfill (NC)
Lexington County Landfill (SC)
MAS Energy (VA, WI, PA)
Newton County MSW Landfill (GA)
Newton County MSW Landfill (GA)
North Wake Landfill (NC)

Oconee County Landfill (SC)
Orangeburg County Closed MSW
Landfill (SC)
RVRA - Smith Gap Landfill (VA)
Sampson County Landfill (NC)
South Wake MSW Landfill (NC)
Terreva Renewables, LLC (NC, OH)
York County Closed MSW Landfill
(SC)

Ann Street Landfill (NC)
Abbeville County Landfill (SC)
Bi-County Solid Waste
Management Landfill (TN)
Cleveland County MSW Landfill (NC)
Davidson County MSW Landfill (NC)
Georgetown County Landfill (SC)
Grady Road MSW Landfill (GA)

### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



### FIRM SERVICES CONT.

### **Landfill Permitting and Design**

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

### **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

### Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

### **Public Notices and Meetings**

S+G has over 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

### **Economic Planning and Forecasting**

S+G understands that the City has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial pro forma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

### COMMITMENT

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



### FIRM SERVICES CONT.

### Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

### **Grant Funding Applications**

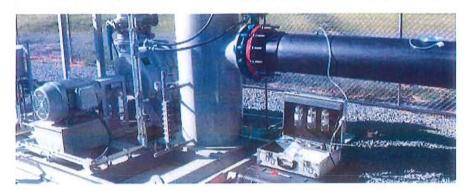
S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



### FIRM SERVICES CONT.

### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tate is led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

### SATISFACTION

Satisfaction is the fulfillment of one's wishes, expectations, or needs. At S+G, we seek satisfaction for our clients by resolving their toughest environmental challenges.



### FIRM SERVICES CONT.

S+G is extremely qualified to provide landfill gas system construction for the County. We have provided the table below listing Clients with similar project requirements as the County.

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S-G	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Water Quality Monitoring / Reporting	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Landfill Gas Monitoring	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment (Ph. 1 / 2)	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	x	x	х	×	х	х	x	x	х	x	x	x	x	x	х	x				х		х	x	X	х	х	X	х		х
City of Charlotte, NC Renaissance Park						1					х		x	х									x		x				1	
City of High Point, NC Robby Stone, P.E.	х	x	x	x	х	х	x		x	x	x	x	x		x			X		х	х	x		x	K		x	x	x	
City of Winston-Salem, NC Jan McHargue			×								x	x	x	x						x		x	×		×			×	x	x
Davidson County, NC Charlie Brushwood	х	x	x	x	x	x	х	x	x	x	x	x	x		х		x		x	x	x	x		x	x		x	х	x	
DTE Biomass (Various Sites) Chris Anglin											×	x	x	х	X					15	1	x	Į,							
ETC of Georgia, LLC Mike Birch	x	x	x	x		x	×		×	x	x	x	x	x	х					x	x	x		x						
Halifax County, NC Christopher Williams	x	х	x	x	x	х	х	х	x	х			x		х					x		x	x	x	x		x	x		
Harnett County, NC Chad Beane	x	x	x	x	х	x	x	x	x	x										x		x	17	X	x		X	x		
Johnston County, NC Brian Beasley	x	x	x	x		x	х	x	x		x	х		x	х	x				x	x	x		x	х	x		х	х	
Lexington County, SC Dave Eger			x	x		x	х	x	x		x	x	X	x	х				х	x	x	x	x	x	x	x	x	x		x
MAS Energy (Various Sites) Jason Byers											x	x	x	х													1	×		
Biogas Energy Solutions (Various Sites) Steve LaLiberty							=04				x	x	x								x								×	
Oconee County, SC Swain Still	x	x	A		pole	x	x	x		6		x	x	х	х		х			x	x	x	x	x	х				T	
Person County, NC Ray Foushee						х						x	x	x	х	x				х		x	х		x					
Roanoke Valley Resource Authority Jeremy Garrett	х	×	x	х		х		H		x	х	x	x	x						x	x	x	х			х				
Sampson County Disposal LF (NC) Joe Smith	x	x	x	x	1 2	x	х		x	x	x	x	x	x	х	x				x	x	x		x			x		x	
Surry County, NC Jessica Montgomery								х			x					x				х	х		Ę	x	х				1	
Washington County, NC Danny Reynolds	х	×	x			х	x													x		х		х	1					
Wayne County, NC Randy Rogers												X	X	x		x					X			X			f	200		

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

### CUMBERLAND COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

RESOURCE MANAGEMENT RECOVERY

### Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

### FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

**Environmental and Compliance Services** - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services have been regarding grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of partial grade separation transfer station, recovery and mining of a former unlined MSW landfill, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Due Diligence and Site Investigation Services - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential re-use, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Environmental Justice Public Meeting Assistance - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

**Surveying Services** - S+G has provided field and aerial surveying services for landfill grade monitoring, as-built recordation, construction staking, site investigation surveys, monitoring wells, and landfill airspace review and reporting including aerial photography for year over year progress.

### DAVIDSON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Construction Administration and CQA
- »Air Quality Permitting
- »Water Quality Monitoring/Assessment
- »Landfill Gas to Energy
- »Landfill Closure
- »Financial Studies
- » Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMEN

## DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

**Client Reference:** 

Davidson County Integrated Solid Waste

Management Mr. Charlie Brushwood

336.240.0303

charlie.brushwood@davidsoncountync.gov

### JOHNSTON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- »Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- »Landfill Gas to Energy
- »Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- »Financial Evaluations
- »Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT RECOVERY REMEDIATION

### Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director Solid Waste Director 919.938.4750 brian.beasley@johnstonnc.com

### SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

Landfill Gas to Energy (2009-Present) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project was developed to generate renewable electricity. S+G provided permitting and operational assistance to the developer, as well as testing to preserve the voluntary status of the LFGCCS. As the LFGTE project has changed hands over the years, S+G continues to provide assistance as needed. Most recently we provided engineering and CQA services for a wellfield expansion to increase LFG flow to support the current project.

Groundwater Assessment – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

General Financial Studies (1997 to Present) - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

### CITY OF DURHAM LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Gas to Energ
- »Water Quality Monitoring
- »Landfill Gas Monitoring
- »Cover Inspections
- »Landfill Audit

RESOURCE MANAGEMENT

### DURHAM, NORTH CAROLINA / 2010 - PRESENT

City of Durham Landfill Gas to Energy Project - S+G supports Terreva Renewables, LLC in the development, design, permitting, and optimization of their landfill gas to energy projects. At the City of Durham's landfill, S+G has reviewed existing operations and assisted in making upgrades to improve the performance of the existing system and reduce long term operational costs. S+G provides similar assistance on multiple landfill projects for Terreva at other existing LFG to electricity projects in North Carolina, and provided due diligence and feasibility analysis services as they transition from LFG to electricity to RNG projects. S+G provides high level communication between the regulatory agencies, the developer and the landfill owner to bring a cost effective and efficient plan together that meets or exceeds every clients' expectations.

Air Permitting Assistance - S+G evaluated the air permit for the landfill gas flare at the landfill and determined that emissions were below levels requiring a permit. As a result, we were able to assiste the City in retiring the permit.

Water Quality Monitoring - S+G has performed groundwater or surface water monitoring at the closed MSW landfill since 2016. Our work has included measuring water levels in monitoring wells and piezometers, purging of wells, and collecting groundwater and surface water samples for analysis. S+G has also prepared semi-annual reports for submittal to NCDEQ.

**Landfill Gas Monitoring** - S+G has performed quarterly landfill gas monitoring at the facility and has prepared monitoring data sheets for submittal to the City and DEQ as necessary.

Landfill Audit - S+G performed a comprehensive landfill audit to evaluate site conditions during our initial work with the city.

**Cover Inspections** - S+G performed semi-annual cover inspections and prepared reports summarizing any items that the city should address. S+G has also assisted the city with cover repair inspections and correspondence with NCDEQ.

**Client Reference:** 

Terreva Renewables, LLC

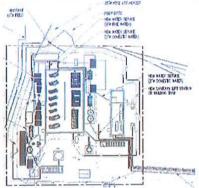
Mr. Richard Crowther, Vice President - Development

678.640.8038

rcrowther@terrevarenewables.com

### TERREVA RENEWABLES RNG FACILITIES





### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Civil/Site Design
- »Civil Drawings
- »Civil Engineering Support

## RESOURCE MANAGEMENT

### MULTIPLE SITES / 2020 - PRESENT

Client: I.C. Thomasson Associates, Inc./Crowder Industrial Construction, LLC

Project Sites: SPSA Landfill RNG Facility, Suffolk VA

Wayne Township Landfill RNG Facility, McElhattan, PA

Countryside Landfill RNG Facility, Grayslake, IL

Outagamie County Landfill RNG Facility, Little Chute, WI

Project Description: As part of a multidisciplinary design team working with the lead engineer (I.C. Thomasson Associates, Inc.) and design-build contractor (Crowder Industrial Construction, LLC), Smith Gardner performed civil/site design and civil engineering support services for the development of four renewable natural gas (RNG) facilities, located in Virginia, Pennsylvania, Illinois, and Wisconsin for Terreva Renewables, LLC (formerly MAS Energy, LLC). Services performed by S+G included:

- Civil/Site design
- · Preparation of Civil drawings and specifications
- Preparation of applicable permitting documents and information (Erosion Control Plans, Stormwater Pollution Prevention Plans (SWPPs), Drainage Calculations, etc.) to support obtaining the necessary State and local approvals for each project
- Coordination of geotechnical and surveying consultants (all sites) and wetlands consultants (one site) during the initial stages of work
- For three of the sites, S+G performed civil/site design for the sales gas pipeline and natural gas utility metering station (connection point for the natural gas pipeline)
- · Engineering support services to the contractor during construction
- Preparation of record drawings and documentation

Each facility has a capacity of 2,500 scfm or greater and can produce in excess of 1,100 MMBtus of RNG on a daily basis.

**Client Reference:** 

Terreva Renewables, LLC

Mr. Richard Crowther, Vice President -Development

678,6408038

rcrowther@terrevarenewables.com

### SAMPSON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Closure
- »Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- »Construction Administration/COA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- »Air Quality Permitting
- »Greenhouse Gas Reporting

RESOURCE MANAGEMENT

### Client Reference:

**OPAL Fuels** Suparna Chakladar Senior Vice President Fuel Supply & Environmental Services 5087 Junction Road Lockport, NY 14094 951.833.4153 schakladar@opalfuels.com

### ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

Description - The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Closure Design and Construction Services - S+G designed, permitted and provided engineering and construction administration/ CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System - S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/ bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021.

Air Quality Permitting - S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells. During the landfill's transition from LFG to RNG production in 2023, S+G worked with the developer to obtain a Title V permit. We provided technical information and historical perspective to respond to pubic comment, and to justify use of emission factors that were in question by the permitting agency. Our relationship with DEQ and EPA assisted in streamlining the permitting process.

GHG Reporting - We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

### UNC-CHAPEL HILL - ORANGE COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Gas Air Permitting
- »Landfill Gas to Energy Feasibility Analysis
- »Landfill Gas Quality Testing
- » Carbon Credit Assessment and Monitoring
- »Landfill Gas Collection System Design, Bidding, and Construction Administration

RESOURCE MANAGEMENT
RECOVERY

### ORANGE COUNTY, NORTH CAROLINA / 2007 - 2012

S+G worked with UNC-Chapel Hill both directly and as a sub-consultant for another engineering firm.

LFG Utilization - S+G worked with Affiliated Engineering, Inc. (AEI), Orange County, and UNC to assist the university to develop a gas to energy project at the Orange County Landfill in Chapel Hill, NC. Contacted by AEI in 2007, S+G initially performed a feasibility study to identify candidate technologies. Once LFG to power generation was selected, we worked with AEI to prepare bid and construction documents, oversee construction of the collection system, provide design modifications as needed, and take part in system commissioning. S+G also helped the university evaluate power generation technologies and vendors, and perform sampling to provide data for the team to determine the appropriate level of LFG pretreatment.

**LFG Sampling** - S+G performed sampling and analysis of gas quality for many constituents, including siloxanes, H2S, hazardous air pollutants, and other compounds. S+G also performed monitoring flow and methane from existing vent flares to ensure that carbon credits from the project were preserved.

**Permitting** - S+G developed a LFG Management Plan, which was used by the County's solid waste engineers to modify their permit to include the project. We also prepared and submitted the application to permit air emissions from the project flare.

Client Reference:

Affiliated Engineers, Inc.

Mr. George Howe, Sustainable Project Manager

919.419.9802 GHowe@aeieng.com

### MP DURHAM LLC



PROJECT SPECIFIC EXPERIENCE INCLUDES: 
"Landfill Gas to Energy"

RESOURCE MANAGEMENT RECOVERY

## DURHAM, NORTH CAROLINA / 2010 - 2019

MP Durham, LLC Landfill Gas to Energy Project - S+G supported Biogas Energy Solutions, LLC (BES) in the design, expansion, compliance, reporting, and optimization of their landfill gas to energy (LFGTE) projects. At the MP Durham, LLC LFGTE project, located at the City of Durham landfill, BES owned and operated three (3) landfill gas fired gensets with a combined capacity of over 3 megawatts per hour (MWh). S+G has provided assistance in the LFG collection system expansion design and construction to improve performance of the existing project. We also assisted BES in Title V permit compliance and reporting at this and other projects in the Carolinas. S+G coordinated annual stack testing to demonstrate compliance with State and Federal emission standards, and facilitated communication between the projects and the regulatory agencies.

**Client Reference:** 

Biogas Energy Solutions Mr. Steve LaLiberty 860.678.7537 x11

### **EMPLOYEE OWNED**

One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



### ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



### SUB-CONTRACTORS

SCADA - Connected Development

Environmental Testing - Enthalpy Analytical and Air Technology Laboratories, Inc.

### STACEY A. SMITH, P.E.

### Senior Engineer - Raleigh, NC



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

### **Academic Credentials:**

B.S. Civil Engineering (Construction), 1992
North Carolina State University, Raleigh, NC
M.C.E. Civil Engineering (Geotechnical), 2004
North Carolina State University, Raleigh, NC

### **Duties:**

2006 - Present – President 2000 - Present – Board of Directors

### **Professional Credentials:**

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MD, NC, OK, PA, SC, TN, TX, USVI. VA, WI, NCEES & USCEIP

### **Employment Record:**

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc. (GNRA)

### Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

### Professional Activities:

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

### Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group, NC's On-site Wastewater Task Force Committee, and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

**Academic Credentials:** B.A. Environmental Studies, 1995

**Duties:** 

### MATTHEW S. LAMB

### Senior Scientist - Raleigh, NC



Mr. Lamb has provided landfill gas and air consulting services throughout the United States. As a compliance specialist, he has provided practical solutions to complex regulatory issues. Mr. Lamb's main field of expertise in air compliance and permitting has included Title V and PSD permits, NESHAP, MACT, and BACT standards, and New Source Pollution Standards (NSPS) for landfills and LFG-fired engines.

2006 - Health and Safety Officer Professional Training: OSHA 40-Hour Health and Safety Training (29 CFR.1910.120) Transportation of Dangerous Goods Training (HM181-126F-215B & IATA) **Employment Record:** 2003 - Present - Smith Gardner Inc.

2001 - 2003 - URS Corporation 1995 - 2001 - Pollution Prevention Engineering, P.A. Principal Areas of Expertise: Air Permit Compliance and Modeling Landfill Gas to Energy (LFGTE) Feasibility Evaluation Landfill Gas Monitoring and Compliance NPDES Storm water and Wastewater Compliance Oil Pollution Prevention Act Compliance, including Spill Prevention, Control, and Countermeasure Plan Development

University of North Carolina at Wilmington, NC

University of Maryland, University College, MD

M.S. Environmental Management, 2013

Professional Activities:

Air and Waste Management Association (AWMA) Carolinas Air Pollution Control Association U.S. EPA Landfill Methane Outreach Program Selected Publications & Presentations:

Lamb, Matt. "A Case Study of Siloxane Analysis Techniques at a Multi-engine Landfill" SWANA's 37th Annual Landfill Gas Symposium, Monterey, CA. Presented March 27, 2014

Lamb, Matt. "Sustainable Conversion of Waste to En ergy - Existing and Emerging Technologies: Successes and Challenges" 3rd Annual Sustainability Symposium and Expo, Leland, NC. Presented March 22, 2013 (co-presenter Gregory Brinkley, Waste Industries USA, Inc.)

Lamb, Matt "Federal Combustion Rules put States on Shaky Ground - Breaking the LFGTE Permit Log Jam" 16th Annual LMOP Conference and Project Expo, Baltimore, MD. Presented January 31, 2013

Lamb, Matt. "Landfills and the Mandatory Green house Gas Reporting Rule." 2010 NC SWANA Conference, Asheville NC. Presented April 27,

Lamb, Matt. "Estimating the Value of Your Landfill Gas to Energy Project." 13th Annual LMOP Conference and Project Expo, Baltimore, MD. Presented January 12, 2010.

Lamb, Matt, "Breaking the LFGTE Permit Log Jam - NC Interpretation of Federal Combustion Rules may have Impacts Beyond State Lines".

Mr. Lamb's main field of expertise is air compliance and permitting. He is proficient with state air regulatory agencies and rules, as well as federal programs including Title V federally enforceable permits, National Emission Standards for Hazardous Air Pollutants (NESHAP) and Maximum Achievable and Best Available Control Technology (MACT, BACT) standards, and New Source Pollution Standards (NSPS) for MSW landfills. Projects in which Mr. Lamb has played a lead or management role include:

- Landfill Gas to Energy (LFGTE) Project Development
- Transition from Subpart WWW to Subpart XXX NSPS
- Title V Permit Application Submittal and Compliance
- · Carbon Credit Validation and Verification
- · Air Emission Inventory Reporting
- Gas Collection System Design and Installation
- Tier 1 and Tier 2 Landfill Gas Generation Rate Sampling and Reporting
- · Startup, Shutdown, and Malfunction (SSM) Plan Development and Implementation
- Landfill Gas Generation Rate Modeling

Growing interest in LFGTE projects, as well as increased awareness of our changing climate has brought more focus on emissions from active and closed landfills. Mr. Lamb has evaluated and assisted in developing numerous projects ranging in size from 4,800 standard cubic feet per minute (scfm) to 200 scfm. In addition, Mr. Lamb continues to work with the Climate Action Reserve to bring landfill methane greenhouse gas credits to the market.

Matt has managed due diligence assessments to assist municipalities and private developers seeking to acquire LFGTE projects at sites across the country. These projects have included mid-sized medium Btu direct use to boiler, LFG to electricity, and high Btu pipeline injection. During this effort, Mr. Lamb performed or managed LFG generation and collection potential evaluations, waste stream assessment and 10-year projections, LFG sample collection and analysis, compliance evaluations and projections, and Phase 1 Environmental Site Assessments.

As the rules regulating landfills and related LFG emissions have gone through recent revision, Mr. Lamb has analyzed the impact on new and existing sources, as defined by 40 CFR Subparts XXX and Cf, respectively. He has authored guidance documents discussing new requirements and pending compliance deadlines.

### SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC

### **Academic Credentials:**

B.S. Civil Engineering, 2014 North Carolina State University, Raleigh, NC M.C.E Civil Engineering, 2016 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:
Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

Employment Record: 2013 - Present - Smith Gardner, Inc.

### Areas of Expertise: Civil Site Analysis Construction Quality Assurance (CQA) Waste Characterization Leachate Management Stormwater Management Site Permitting

Professional Activities: American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

### ULJAS A. MURPHY, PLS

### Senior Surveyor- Raleigh, NC

### **Academic Credentials:**

A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH

B.S. Geography, 2013 Appalachian State University, Boone, NC

Professional Credentials and Certifications: Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

### **Employment Record:**

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering

2008 - 2010 - Thaddeus Thorne

### Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

Professional Activities: North Carolina Society of Surveyors



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

### JESSE C. LI, P.E.

### **Academic Credentials:**

B.S. Environmental & Ecological Engineering, 2018 Purdue University, West Lafayette, IN

M.S. Civil Engineering, 2019 Purdue University, West Lafayette, IN

### Professional Credentials:

Professional Engineer - NC OSHA 30 Hour Construction Safety and Health Training

### **Employment Record:**

2019 - Present - Smith Gardner, Inc.

### Areas of Expertise:

Construction Quality Assurance (CQA) Stormwater Modeling and Design Leachate Management System Design Environmental Compliance

### Project Engineer - Raleigh, NC



Mr. Li has experience in stormwater management and design, which includes preparing erosion and sedimentation control plans and stormwater compliance monitoring. He also has experience designing and permitting landfills and mines. His field experiences include on-site construction quality assurance, stormwater discharge sampling, landfill gas monitoring, and BMP inspections.

Mr. Li is a graduate of Purdue University receiving his undergraduate degree in Environmental and Ecological Engineering and his master's degree in Civil Engineering prior to joining Smith Gardner in 2019.

His master's degree focused on hydraulics and hydrology which included coursework in coastal engineering, groundwater modeling using MODFLOW, hydrologic modeling using HEC-HMS and GIS, stream restoration design, and solid and hazardous waste management.

Mr. Li has experience in stormwater management and design, which includes compliance monitoring at landfill sites with NPDES stormwater discharge permits and preparing erosion and sedimentation control plans for land disturbance permit applications. He also provides engineering design support for stormwater infrastructure at landfill sites in North Carolina.

Additionally, he has provided design and permitting services for landfills and mines in North Carolina. He has experience preparing bid and construction issue documents as well as providing operational support and on-site construction quality assurance (CQA) monitoring of construction activities at landfills.

Mr. Li's field experiences include stormwater discharge sampling, BMP inspections, stack test monitoring, and landfill gas monitoring.

### 1000

### **Academic Credentials:**

General Coursework, 1995 - 1997 Greenbrier County Community College Lewisburg, WV

General Coursework, 1997-1999 College of West Virginia, Beckley, WV Diesel Mechanic School Graduate, 1991 United States Navy, Port Hueneme, CA

### **Professional Credentials:**

North Carolina Licensed General Contractor (ID#15337)

North Carolina Licensed Well Driller (10#3335)

North Carolina Licensed Pump Installer OSHA 40 Hour Certification OSHA 8 Hour Supervisor Certification OSHA HAZWOPER Training Certification Hazardous Materials 126 Certification Hazardous Materials 181 Certification HDPE Fusion Academy Certification

### **Employment Record:**

2023 - Present - Smith Gardner, Inc. 1997 - 2023 - Piedmont Industrial Services, Inc.

1997 - 1998 - Terra Technologies Group, P.A.

1994 - 1996 - United Environmental Contractors 1992 - 1994 - ENSCI Environmental, Inc.

1991 - 1999 - United States Navy SeeBees

### Areas of Expertise:

Environmental Construction
Soil & Groundwater Remediation
Heavy Equipment Operation
Environmental Drilling Equipment Operation
Construction and Installation of Landfill Gas
Extraction Systems
Underground Storage Tank Removal

## TODD L. SCOTT

### Construction Manager - Raleigh, NC



Mr. Scott has over 30 years of experience in environmental remediation including soil and groundwater, construction, and installation of landfill gas extraction systems.

Mr. Scott experience in a variety of capacities within the Environmental and General Civil fields. He has held various positions in consulting and contracting firms including Environmental Technician, Site Supervisor and Vice President and principal consultant for the construction of landfill gas projects at Solid waste landfills across the eastern United States.

His experience includes onsite management for environmental construction projects associated with the remediation of soil and groundwater impacted with a variety of contaminants, closure of waste water lagoons, and the construction and installation of landfill gas extraction systems.

He has been responsible for the implementation and completion of various construction projects for the installation of landfill gas extraction systems, onsite management of construction personnel, and for the preparation of price quotations for large scale assessment and remediation construction projects.

Mr. Scott has extensive experience in the operation of a wide variety heavy equipment, including the operation of environmental drilling equipment. He has achieved expert proficiency in the operation of track excavators, track loaders, backhoes and articulating blade dozers.

Mr. Scott is experienced in confined space entry cleaning of underground and above ground storage tanks. He has been responsible for the removal and disposal of large quantities of petroleum impacted soil and water, and the installation of various remediation systems located at numerous sights impacted by a variety of contaminants. He has maintained system documentation for client and NC DEQ regulatory requirements. He has experience with pump & treat systems, vapor extraction systems, and sparging systems; repair of electric and pneumatic pumping systems; installation of compressor pads, flares and piping systems for numerous landfill gas production companies located throughout the eastern united states. He has installed landfill leachate collection pumps and dual contained discharge piping systems and provided periodic maintenance and adjustment of system components.

### MATTHEW M.A.C. (MAC) JONES, E.I.

### Staff Engineer - Raleigh, NC

### **Academic Credentials:**

- B.S. Environmental Technology & Management, 2016, North Carolina State University, Raleigh, NC
- M.S. Environmental Engineering, 2020
  University of Colorado at Boulder, Boulder, CO

### Professional Credentials and Certifications:

Engineer Intern Certificate OSHA 40 Hour HAZWOPER Associate Professional Soil Scientist Soil Science of America

### **Employment Record:**

2020 - Present - Smith Gardner, Inc. 2016 - 2017 - North Carolina State University

### Areas of Expertise:

Air Quality Permitting and Compliance Erosion and Stormwater Management Groundwater Remediation Odor Control Environmental Toxicology

### **Publications:**

Jones, Matthew, "Quantifications of Trace Metal Loading within a Mineralized Watershed and a Changing Climate, Warden Gulch, Summit County, Colorado" - Disertations & Thesis at the University of Colorado, Boulder, 2020



Mr. Jones has experience with environmental odor management, water quality testing, groundwater remediation, stormwater and erosion planning and permitting, and gas monitoring data analysis.

Mr. Jones is a graduate of University of Colorado at Boulder receiving his master's degree in Environmental Engineering and from North Carolina State University receiving his bachelor's degree in Environmental Technology and Management.

He chose to pursue an environmental technology and management degree after discovering interests in soil, water quality, hydrology, and environmental chemistry and the roles they play in our society today.

As an undergraduate, Mr. Jones conducted bench-scale biogeochemical experiments to evaluate the effectiveness of zinc removal by fungal produced manganese oxides isolated from a groundwater remediation system at a Superfund site. Following his undergraduate studies, he was a research technician at North Carolina State University where he conducted bench-scale, hydrogeochemical experiments to determine the fate and transport of arsenic within a variety of environmental systems. Mr. Jones also oversaw daily lab operations, including lab safety training and hazardous waste disposal.

After completing his environmental technology and management degree, Mr. Jones continued on to pursue a master's degree in Environmental Engineering focusing on hydrology and water quality of natural systems. His thesis work evaluated natural and anthropogenic controls on trace metal loading to high alpine streams of the Rocky Mountains. During his work as a water quality intern with the Boulder Waterkeepers, Mr. Jones analyzed water quality data for the Upper Boulder Creek Watershed and developed a comprehensive report of water quality issues and assessed their relations to legacy mining activities.

As a staff engineer at Smith Gardner, Mr. Jones has developed his skills supporting a variety of projects including air quality permitting, LFG monitoring and compliance, stormwater and erosion permitting, and environmental odor management.

### RESPONSIVENESS

S+G understands that time is of the essence and that our client's needs come first. To that end we incorporate responsiveness into everything we



### CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's project and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated	Estimated
Key Stall	Availability	A CONTROL OF THE CONT	Budget	Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
pened trinenania,		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
Orjus zar trian projet i		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
	1	Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
Jesse C. Li, F.C.	10.0	South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Matthew S. Lamb	30%	EPA Greenhouse Gas Reporting Management - Multiple landfills (NC, SC, VA, TN)	\$50,000	Q2/2024
		Landfill Gas Resource Study - Multiple landfills for undisclosed RNG developer	\$50,000	Q1/2024
		RVRA Smith Gap Landfill - Air permit compliance, LFGCCS maintenance	\$25,000	Ongoing
		Confidential governmental client - Compliance review of undisclosed landfill	\$10,000	Q1/2024
Matthew "Mac" Jones	25%	Red Rock Disposal C&D Landfill - Erosion control plan, construction admin	\$10,000	Q1/2024
materies may your		Private Landfill - LFGCCS expansion admin, air permit compliance	\$25,000	Ongoing
		Waste Reclamation C&D Landfill - Permit to construct application	\$10,000	Q1/2024
		Private Landfill (TN) - LFGCCS design plan revision	\$10,000	Q2/2024
Matthew B. Stagg	30%	Cumberland Co. Ann Street Landfill - Air permit compliance, emissions monitoring	\$15,000	Ongoing
		Private Landfill (TN) - Wellfield compliance, emission monitoring	\$15,000	Ongoing
		Cleveland County MSW Landfill - Tier 2 NMOC emission sampling/reporting	\$10,000	Q2/2024
		Undisclosed Client - Surface emission monitoring	\$10,000	Ongoing
Byron S. Hackney	1	Undisclosed Client Rain Cover Installation	\$125,000	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

### ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

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

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

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

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

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

VENDOR: Smith Gardner, Inc.				
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	ZIP: 27603		
CITY & COUNTY & ZIP:		NUMBER: 919-828-0577		
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	FROM ABOVE	(SEE INSTRUCTIONS TO		
PRINT NAME & TITLE OF PERSON SIGNING VENDOR: Stacey A. Smith, P.E.	FAX NUMBER:			
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgar	rdnerinc.com		

### ATTACHMENT A: EXECUTION OF PROPOSAL

### EXECUTION

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

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

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

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

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

VENDOR: Smith Gardner, Inc.			
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	ZIP: 27603	
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE NUMBER: 919-8	TOLL FREE TEL. NO: 28-0577	
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	FROM ABOVE (SE	E INSTRUCTIONS TO	
PRINT NAME & TITLE OF PERSON SIGNING OVENDOR: Stacey A. Smith, P.E.	FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgardno	erinc.com	

## ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E., President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

### ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith, P.E. , being first duly sworn, deposes and says that:
l. He/She is the President of Smith Gardner, Inc. , the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and  5. The price or prices duoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.  Signature  Printed Name: Stacey A Smith, P.E.
Title: President
Date: 02/07/2024
Subscribed and Sworn to Before Me,
This 7th day of February , 2024  BRENT C. AIKMAN  NOTARY PUBLIC NOTARY P
Notary Public Brent C. Aikman, Wake County, N.C.  Notary Public Notary P
My Commission Expires: 01/19/2028



# NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

### This is to Certify that:

<u>Smith Gardner. Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering and land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

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

License No.: F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

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

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	FOR INFORMATION ONLY										
					AUTHOR	IZED REPRESE	NTATIVE				
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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER TRACY MEADOWS FAX (A/C, No): PHONE (A/C, No, Ext): **INSURE** (919) 781-1115 (919) 783-6427 PO BOX 31508 TMEADOWS@INSURE-NC.COM ADDRESS: RALEIGH NC 27622 INSURER(S) AFFORDING COVERAGE NAIC # CONTINENTAL CASUALTY COMPANY 20443 INSURER A: INSURED INSURER B SMITH GARDNER INC INSURER C 14 N BOYLAN AVENUE INSURER D : RALEIGH NC 27603 INSURER E : INSURER E COI 2022-2023 COVERAGES **CERTIFICATE NUMBER: REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE S MED EXP (Any one person) PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$ POLICY PRODUCTS - COMP/OP AGG s \$ OTHER COMBINED SINGLE LIMIT **AUTOMOBILE LIABILITY** \$ (Ea accident) ANY AUTO BODILY INJURY (Per person) S OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS NON-OWNED PROPERTY DAMAGE \$ AUTOS ONLY AUTOS ONLY S UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION S \$ WORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT FICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE - EA EMPLOYEE If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PER CLAIM: \$5,000,000 PROFESSIONAL LIABILITY/ EEH 13 333 52 62 08/21/2022 08/21/2023 AGGREGATE: \$5,000,000 POLLUTION INCIDENT HABILITY DEDUCTIBLE: \$25,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR INFORMATION ONLY AUTHORIZED REPRESENTATIVE

# APPENDIX B SAM/EPLS LIST

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Special EntiSMILEPAYMENTS, LLC		WILMINGTON	ESO.		MGELV5GFReciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	SAMR8X4BG
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	MAMI	NS.	33125	GNYDKFBO Reciprocal HHS Z1	Prohibition, Excluded by ######## Indefinite	SAMR3M9KM
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	MIAMI	SS)	33125	GNYDKFBC/Reciprocal OPM Z2	Prohibition/Restriction 1/25/2004 Indefinite	SAMR3M9KM
Special EntiSMILETRAVELS			NOX		PAN9HMX1Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	(aiso SMILE SAMRBXARR
Special EntiSMILEWALLET			NOX		VX3CFV1K7Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	(also SMILESAMRBX4RP
Special Enti SMILEWALLET 8.V.	HERENGRACHT 420	AMSTERDAM	₽	101782	NKHXEXKR' Reciprocal TREAS-OFAC	Prohibition, PII data hat 5/23/2019 Indefinite	SAMRBX4B4
Special EntiSMILEWALLET S.A.S.	CR 15 # 146 29 CASA 1	BOGOTA D.C.	<u>e</u>		PEPALHBL4 Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	S4MR8X4B7
Special EntiSMILEWALLET, LLC		SAN ANTONIO	USA		PPPWTCRK Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	SAMR8X4BF
Firm SMITH RENOVATIONS	210 HILISIDE CT.	JANESVILLEWI	USA	53545	TH1FMH9RReciprocal EPA H	Prohibition, Convicted (7/15/2004 Indefinite	(also MICH, S4MR3MLWK
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+==	6F CHEIU CHEIU-DO	SEOUL	KO		CQN1YWMReciprocal ARMY	Ineligible (Proceedings 6/20/2019 6/20/2039	S4MRBHR29
Firm SNAP OFFICE SUPPLIES, ILC	2412 GRAN SUITE 2	ROCKVILLE VA	SA	23146	L4CYKW8Xi Reciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY SAMRSBQB7RVT1
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### SOLID WASTE MANAGEMENT

# MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL

RESOURCES

**DATE:** 9/3/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID

WASTE BORROW AREA DRILLING

Requested by: CLARENCE GRIER, COUNTY MANAGER

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

RESOURCES

### **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes a Borrow Area Drilling Investigation, Remaining Borrow Evaluation and Reporting, and incorporate Investigation Data into the Balefill Design Hydrogeologic Report.

The agreement amount shall not exceed \$30,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is in the current project budget for Landfill Expansion and Pilot Studies for the Solid Waste Department.

### RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the September 16, 2024, Board of Commissioners agenda:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$30,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

### **ATTACHMENTS:**

DescriptionTypeBoard Approval of Bid AwardBackup MaterialService AgreementBackup Material

CLOSE

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024 6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN
QUEEN - KENNEDY MARIE WHITAKER
FIRST RUNNER UP - BAILEE SWINTON
SECOND RUNNER UP - SONIA ROSS
THIRD RUNNER UP - CHLOE JONES

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

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

### PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

CONSENT AGENDA

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

### NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVALAT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
  - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

### THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

### **Rezoning Cases**

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

### NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

### NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

### NOMINEE:

### JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

### NOMINEE:

### RYAN AUL

### DR. TORIKA FULLER

- 6. APPOINTMENTS
  - A. Home and Community Care Block Grant Committee (1 Vacancy)

### APPOINTED:

### SIGMA SMITH - AGING SERVICE PROVIDER

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

### APPOINTED:

### **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

### APPOINTED:

### JOEY SHORT

- CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

### **ADJOURN**

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

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



### SOLID WASTE MANAGEMENT

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

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMANDA L. BADER, P.E., GENERAL MANAGER FOR

**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

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		100	76	0		
Firm References	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	15	13			
Firm Qualifications Relevant Experience	25 points Max	25	25			
Firm Qualifications	20 Points Max	20	20			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

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

Vendors

		6	

# STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

### SERVICE AGREEMENT

This Agreement made this the 23 day of 101 and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

### WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$30,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

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

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

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

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

**VENDOR:** 

COUNTY:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603

Amanda L. Bader, General Manager of Natural Resources 698 Ann Street Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

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

ATTEST	COUNTY OF CUMBERLAND
BY:ANDREA TEBBE, Clerk	BY: GLENN ADAMS, Chairman Board of County Commissioners
SMITH GARDNER, INC.  ATTEST  BY: Foca Q. Smyte  Joan A. Sonyte  Vice President	BY:  Name/Title STACE, A. SMITH  PRESIDENT
This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  County Finance Office	Approved for Legal Sufficiency upon formal execution by all parties    13/24  County Attorney's Office   Bal Approved and

SMITH+GARDNER

AUCRESS

14 N. Boylan Avenue, Raleigh NC 27603

TEL

919.828.0577

www.smithgardnerinc.com

July 12, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal

Cumberland County Borrow Area Drilling

Dear Ms. Bader:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance in the stormwater compliance at the Cumberland County Ann Street Landfill facility located in Fayetteville, North Carolina. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

### SCOPE OF SERVICES

### Task 1: Borrow Area Drilling Investigation

A. <u>Piezometer and Soil Boring Installation:</u> S+G will oversee installation of two piezometers and two soil borings to further investigate the remaining capacity of the existing borrow area. These will be drilled on the eastern side of the borrow area near the hiking trail. The proposed drilling locations are shown on **Figure 1**. Upon installation, S+G will survey the locations and elevations of each soil boring and piezometer.

### Task 2: Remaining Borrow Evaluation and Reporting

A. <u>Borrow evaluation: S+G will evaluate subsurface data from the new borings/piezometers as well as existing geologic data to evaluate the remaining borrow capacity in the existing borrow area. A report will be prepared summarizing our findings and will include recommendations for next steps.</u>

### Task 3: Incorporate Investigation Data into the Balefill Design Hydrogeologic Report

A. <u>Balefill Design Hydrogeologic Report</u>: S+G will revise the Permit to Construct Design Hydrogeologic Report to include the newly installed piezometers and soil borings. This data will be used to further evaluate subsurface conditions and the site-wide potentiometric surface map as well as site geologic cross-sections.

Ms. Amanda Bader, P.E. July 12, 2024 Page 2 of 2

### BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep Cumberland County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
1. Borrow Area Drilling	\$17,000
2. Borrow Evaluation and Reporting	\$8,000
3. Incorporate Data in Design Hydrogeologic Report	\$5,000
Total Budge	t: \$30,000

### SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

### Approval

Should you be in agreement with this proposed scope	e, budget and schedule, please assign a
Purchase Order Number or note by initial here	and transmit the number
to S+G.	

### **ASSUMPTIONS**

S+G has made the following assumptions for the preparation of this proposal:

1. Access to drilling locations will be provided by Cumberland County

If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,

SMITH GARDNER, INC.

Docusigned by: Joan d. Smyth

Joann SFRYTH 48.G.

Senior Hydrogeologist

joan@smithgardnerinc.com

DocuSigned by:

Stacey d. Smith

Stacey A. Smith, P.E. Senior Engineer (ext. 127)

stacey@smithgardnerinc.com

Attachment

H:\Projects\Cumberland County (NC)\00 CC Admin\02 Proposals\2024-07 (Borrow Area Investigation)\Cumberland\_Borrow Area Drilling Investigation Proposal.docx

Figures



G:\CAD\Cumberland County\Cumberland 22-14/sheets\CUMBERLAND-B0208.dwg - 7/12\2024 2:22 PM

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ENBINEERS-





**2024 FEE SCHEDULE** 

Staff Professional	Hourly Billing Rates
President, Senior Engineer - Stacey A. Smith, P.E.**	\$275/hour
Vice President, Senior Project Manager - John M. Gardner, P.E.**	\$260/hour
Vice President, Senior Engineer - Pieter K. Scheer, P.E.**	\$250/hour
Vice President, Senior Project Manager - W. Michael Brinchek, P.E.**	\$220/hour
Vice President, Senior Geologist - C. Kevin Anderson, P.G.**	\$210/hour
Vice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**	\$205/hour
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**	\$162/hour
Principal, Senior Civil Designer - Christopher T. Jones**	\$160/hour
Principal, Senior Project Engineer - John R. Fearrington, P.E.**	\$160/hour
Principal, Senior Project Engineer - Spencer W. Hollomon, P.E.**	\$160/hour
Senior Engineer – John D. Barnard, P.E.	\$215/hour
Senior Project Manager – Jon M. Dietz, Ph.D.	\$215/hour
Senior Surveyor – Uljas J. Murphy, P.L.S. ++ (UAS)	\$200/hour
Senior Project Manager — Gregory T. Farrell, P.E.	\$195/hour
Senior Geologist – Bobby J. Wolf, P.G.	\$195/hour
Senior Engineer – E. Fred Mussler, III, P.E.	\$175/hour
Senior Scientist - Matthew S. Lamb**	\$160/hour
Project Engineer – Jesse C. Li, P.E.	\$150/hour
GIS Analyst – Jason D. McMahon, GISP++ (UAS)	\$130/hour
Project Geologist — Clyde A. L."CAL" Easter, P.G.**	\$142/hour
Project Engineer – Jonathan "Johnny" A. Hayes, PE, LSIT +*(UAS)	\$142/hour
[12] [12] [13] [13] [13] [13] [13] [14] [15] [15] [15] [15] [15] [15] [15] [15	\$140/hour
Project Engineer – Matthew M.A.C. "Mac" Jones, P.E.	
Project Geologist - Seth C. Rickerts, P.G.	\$130/hour
Project Manager – Lou J. Krasuski@@	\$130/hour
Construction Consultant – Albert B. "Buddy" Bowers, Jr.	\$125/hour
Management Consultant – D. Scott Bost	\$125/hour
Construction Manager – Todd L. Scott	\$125/hour
Civil Designer – Robert V. Maynard, SI ++ (UAS)	\$125/hour
Staff Surveyor – Chris W. Knox, SI	\$125/hour
Systems Administrator - Sam T. Spencer ++ (UAS)	\$125/hour
Field Services Manager - Byron S. Hackney**	\$122/hour
Field Services Manager - Britt P. Ransom** (AAI)	\$120/hour***
Construction Manager – Troy D. Mitchell++ (UAS)	\$115/hour
CAD Designer – Jeffrey R. Taylor	\$115/hour
Staff Engineer – Aubrie C. Miller	\$110/hour
Environmental Technician – Joshua C. Rue	\$105/hour
CAD Designer – L Hal Blevins, III	\$105/hour
CAD Technician – Jacob Griffith	\$100/hour
Environmental Technician – Matthew Stagg	\$95/hour
Environmental Technician – Daniel J. Pantaleo	\$90/hour
Staff Technician	\$75/hour
Clerical/Administrative Secretary	\$50/hour
Expert Witness/Legal Services	Negotiated
Reproduction Expenses	V
Small Format (B size or smaller)  Black & White	\$0.10 per page
Color Large Format (Cisiza ex larges)	\$0.40 per page \$4 per sheet
Large Format (C size or larger) Equipment	see Rate Sheet
Expenses & Fees	our nate anout
Direct Project Expenses	Cost + 10%
* Rates are subject to review annually.	
**Employee Owner	
***Accredited Asbestos Inspector (AAI) Services	+\$15/hour to rate
**FAA Small Unmanned Aircraft Systems (UAS) Certificate & NC Commo	
@@Federal Reference Method 9 Visible Emissions Evaluator	+\$15/hour to rate

# Attachment A



### REQUEST FOR QUALIFICATIONS (RFQ)

### Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- · Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- · Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- · Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

### MINIMUM QUALIFICATIONS

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

### SUBMITTAL REQUIREMENTS

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

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

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

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

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

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

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

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

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

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

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

### EVALUATION AND AWARD OF PROJECTS

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

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

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

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

### **OUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 8, 2024. Questions received after this date and time will not be considered for response.

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

### Attachments:

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

### ATTACHMENT A: EXECUTION OF PROPOSAL

### **EXECUTION**

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

The potential Contractor	certifies and/or understands	the following by	placing an "X" in all b	lank spaces:	
<u></u>	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.				
	This proposal was signed by an authorized representative of the Contractor.				
	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.				
·	All labor costs associated with this project have been determined, including all direct and indirect costs.				
	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.				
Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order. Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.  Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.					
VENDOR:					
STREET ADDRESS:			P.O. BOX:	ZIP:	
CITY & COUNTY & ZIP:			TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
VENDORS ITEM #10):	F BUSINESS ADDRESS		FROM ABOVE (SE	EE INSTRUCTIONS TO	
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:			FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE: DATE:			EMAIL:		

#### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

each statement of its certification	, certifies or affirms the truthfulness and accuracy of and disclosure, if any. In addition, the Contractor understands 31 U.S.C. Chap. 38, Administrative Remedies for False Claims ification and disclosure, if any.
Signature of Contractor's Author	zed Official
Name and Title of Contractor's A	uthorized Official
Date	

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

		worn, deposes and says that:
He/She is the submitted the attached propose	al. of	, the proposer that has
2. He/She is fully informed res all pertinent circumstances res		and contents of the attached proposal and of
3. Such proposal is genuine ar	nd is not a collusive or s	sham proposal.
employees or parties in interes or agreed, directly or indirect sham proposal in connection vor to refrain from proposing indirectly sought by agreemed proposer, firm or person to fix or to fix any overhead, profit proposer or to secure through advantage against the County of the price or prices quoted it collusion, conspiracy, conniversity.	t, including this affiant, I ly, with any other propo- with the contract for whi in connection with such ent or collusion of con- the price or prices in the or cost element of the gh collusion, conspirac- of Cumberland or any per in the attached proposal a ance or unlawful agreen	s, partners, owners, agents, representatives, has in any way colluded, conspired, connived coser firm or person to submit a collusive or ich the attached proposal has been submitted a contract, or has in any manner, directly or mmunication or conference with any other e attached proposal or of any other proposers, a proposal price of the proposal of any other ey, connivance or unlawful agreement any erson interested in the proposed contract; and are fair and proper and are not tainted by any ment on the part of the proposer or any of its in interest, including this affiant.
Signature		
Printed Name:		
Title:		
Date:		
Subscribed and Sworn to Befo	ore Me,	
This day of		
Notary Public		
My Commission Expires:		

# ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

#### 1. Drug Free Workplace Requirements

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

#### 2. Contractor Compliance

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

#### 3. Conflict of Interest

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

#### 4. Mandatory Disclosures

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

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

#### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

#### 7. No Obligation by Federal Government

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

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

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

#### 9. Changes

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

#### 10. Termination

- (1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

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

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

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

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

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

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

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

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

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

#### 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

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

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

#### 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 13. Equal Employment Opportunity

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

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

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

#### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

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

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- · Meeting contract performance requirements.
- At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 19. Safeguarding Personal Identifiable Information:

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

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

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

#### 21. Byrd Anti-Lobbying Amendment

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

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

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

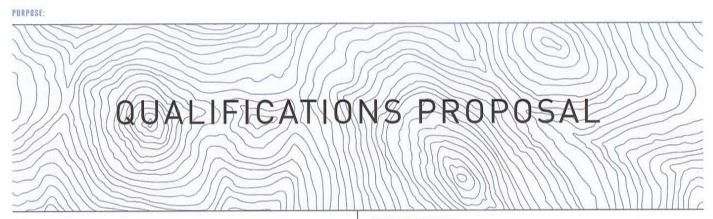
Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

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	15 Points Max 25 Points Max	15 Points Max		
						0	
						0	
						0	
Vendors		*If additonal s	Additional Notes *If additional space is needed for notes, see attached	otes or notes, see atta	ched		

Evaluators Name:

# Attachment B

# SMITH+GARDNER



CLIENT:

CUMBERLAND COUNTY, NORTH CAROLINA PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS SOLID WASTE WATER QUALITY SERVICES



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

02/08/2024

TRANSMITTAL LETTER

SMITH+GARDNER ENGINEERS

CORPORATE ADDRESS

14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE 919.828.0577

FAX 919.828.3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE:

Request for Qualifications

Solid Waste Water Quality Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

**Proven Solid Waste Experience -** S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

- DocuSigned by:

Stacy a. Smith, P.E.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com Joan Snyth
B9779EBA711F488...

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815–1494 joan@smithgardnerinc.com

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# INTRODUCTION

# **RESOURCE MANAGEMENT**

Solid, Hazardous, and Industrial Waste
Pre-Project Due Diligence and Planning
Site Characterization and Site Studies
Facility Design and Permitting
Landfills; New Cells, Expansion Cells
Transfer Stations, Convenience Centers
Operations Support
Education and Training
Peer Review/ Expert Witness
Project Procurement and Construction

Construction Administration & COA

Facility Closure and Post-Closure

Budgeting, Feasibility and Financial Modeling

#### RECOVERY

Renewable Energy

**Bid Procurement** 

Biomass

Solar

Landfill Gas

Compost Materials

Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation:

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

Auditing

Waste Reduction

Solid Waste Facility Mining

#### REMEDIATION

**Environmental Site Assessment** 

Phase I and Phase 2 ESAs

Water Quality

Environmental Monitoring and Compliance

Monitoring System Design and Permitting

Groundwater and Surface Water

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization

Air Quality Permitting and Compliance

Asbestos Management and Compliance



#### SMITH GARDNER, INC.

Stacey A. Smith, P.E.
President, Senior Engineer
14 N. Boylan Ave.
Raleigh, NC 27603
Telephone: (919) 828-0577
stacey@smithgardnerinc.com



#### INTRODUCTION

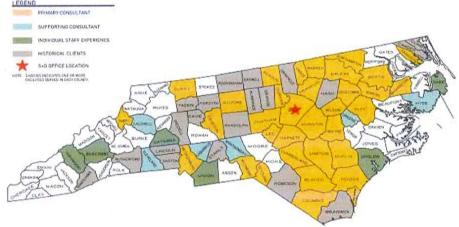
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

#### WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



#### **OUR MISSION**

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



#### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

#### Stormwater Improvements Project

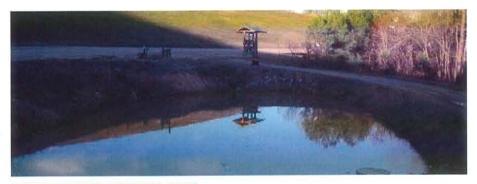
S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

#### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

# <u>Industrial Use Wastewater - Sampling, Monitoring, Permitting and</u> Compliance

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

#### Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

#### **OUR PROMISE**

SMITH+GARDNER

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



#### PROJECT UNDERSTANDING CONT.

#### Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

#### Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

#### Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

#### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- · Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

#### Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

#### Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

#### Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

#### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



#### FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

#### Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

## Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- · Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

#### Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

#### Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

#### **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

#### NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

#### Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

#### Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

#### COMMITMENT

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



#### FIRM SERVICES CONT.

## Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

#### Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

### Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

#### **Grant Funding Applications**

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

#### **EXPERIENCE**

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

#### FIRM SERVICES CONT.

#### **Grant Funding Applications Cont.**

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

#### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



### FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	ourc	e Manag	eme	nt			Recovery										Remediation									
RESOURCE RECOVERY  S-G  REMEDIATION  Client Contect	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	х	Х	Х	х	×	X	х	×	×	x	х	X	X	X					X		х	×	Х	×	×	X	×		×
Bladen County, NC Kip McClary	х	х	×	X	×	×	x							x			П		×				×						
City of High Point, NC Robby Stone, P.E.	х	X	X	х	×	х	x	x	X	x	x	x		x			X		x	х	X		X			x	×	x	
Cumberland County, NC Amanda Bader	x				×	х	х	x	X	x			х		X			X	×	x	×	x	х	×		X	X	х	
Davidson County, NC Charlie Brushwood	x	Х	х	Х	X	x	X	x	X	×	X	×		x		X		X	Х	x	X		Х	×		X	×	Х	
Halifax County, NC Chris Williams	x	X	X	х	х	х	х	×	X			x		х					X		X	x	х	х		x	X		
Harnett County, NC Chad Beane	×	X	×	x	х	x	x	x	×	0									х		x		х	x		х	×		
Johnston County, NC Brian Beasley	×	х	×	Х		x	x	х		×	x		х	×					×	×	x		×	×	х		×	х	
Martin County, NC Justin Harrison	×	х	X			X	×	×	×										х				Х			×			
Person County, NC Ray Foushee						x					X	X	×	×	Х				x		x	×		×					
Sampson County Disposal LF (NC) Bryan Wuester	×	х	X	х		x	×	×	X	Х	X	X	×	X					X	x	×	LU-S	x			×		X	
Scotland County, NC Bill Lash	×	x	X	х	×	x	×	x	×					×					×		×	×	X	×		×	×		X
Washington County, NC Danny Reynolds	×	Х	X			х	×												X		×		×						
Wayne County, NC Randy Rogers								ALC: Y			X	×	×							X			X						
GFL South Wake Landfill (NC)	X	Х	X			Х		×	X													(1)				Х			

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

#### CUMBERLAND COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- » LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

#### Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

### FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

**Environmental and Compliance Services** - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

**Due Diligence and Site Investigation Services** - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

**Convenience Center Sites** - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

**Environmental Justice Public Meeting Assistance** - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

#### SAMPSON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Landfill Closure
- »Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- » Landfill Gas to Energy System Design
- »Construction Administration/CQA
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- » Air Quality Permitting
- » Greenhouse Gas Reporting

# RESOURCE MANAGEMENT RECOVERY

#### Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

## ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

**Description** – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

**GHG Reporting** – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

#### DAVIDSON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- » Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- »Stormwater Compliance

# RESOURCE MANAGEMENT RECOVERY

#### Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303

charlie.brushwood@davidsoncountync.gov

### DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two (2) lined landfills, two (2) unlined landfills and one (1) C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

#### JOHNSTON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- » Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- »Landfill Gas to Energy
- » Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RECOVERY
REMEDIATION

#### Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

## SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

**Groundwater Assessment** – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

**General Financial Studies (1997 to Present)** - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

#### SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- » LFG Monitoring
- » Groundwater Monitoring and Management

# RESOURCE MANAGEMENT

#### DOBSON, NORTH CAROLINA / 2021 - PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

**Client Reference:** 

Surry County Landfill

Ms. Jessica Montgomery, P.E., County Engineer

336.401.8376

DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

montgomeryj@co.surry.nc.us

Description - S+G assisted Durham County and the Triangle J Council

of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the

proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade

gently used items for others and improve site signage to help customers

#### DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Budgeting
- »Scheduling
- » Grant Narrative Review

better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used

Client Reference:

**Durham County** Ms. Chrissie Koroivui Solid Waste Program Manager 919.560.0442 mkoroivui@dconc.gov

RESOURCE MANAGEMENT

potential content for the application.

during site construction activities in 2024/2025.

#### HARNETT COUNTY - DUNN-ERWIN LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- »Water Quality Monitoring
- »Landfill Gas Monitoring

## **RESOURCE MANAGEMENT**

#### DUNN, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

**C&D** Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

**Environmental Evaluation and Monitoring** - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

**Firing Range Design** - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004

cbeane@harnett.org

#### HARNETT COUNTY - ANDERSON CREEK LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Landfill Gas Monitoring
- » Water Quality Monitoring
- »Transfer Station Permit Renewal

#### **RESOURCE MANAGEMENT**

# SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

**C&D Landfill Expansion Permit** - S+G designed and permitted an expansion for the C&D landfill at this facility.

**Transfer Station Permit Renewal** - S+G prepared the renewal permit for the active transfer station at this facility.

**Environmental Evaluation and Monitoring** - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director

910.814.6004

cbeane@harnett.org

# **EMPLOYEE OWNED**

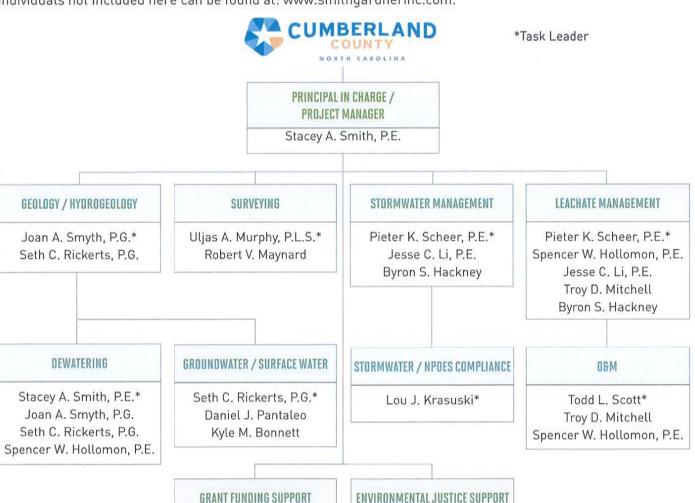
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



# ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



Stacey A. Smith, P.E.\*

Joan A. Smyth, P.G.

Tate Consulting

Stacey A. Smith, P.E.\*

Joan A. Smyth, P.G.

Wanu Organics

# STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC

# Academic Credentials:

B.S. Civil Engineering (Construction), 1992 North Carolina State University, Raleigh, NC M.C.E.Civil Engineering (Geotechnical), 2004 North Carolina State University, Raleigh, NC

### Duties:

2006 - Present – President 2000 - Present – Board of Directors

# Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA,
MD, MI, MD, NC, OK, PA, SC,
TN, TX, USVI, VA, WI, NCEES
& USCEIP

# **Employment Record:**

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc.

# Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

## Professional Activities:

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (FRFF)

NC State University Industry Advisory Board (Past Chair)

# Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

# JOAN A. SMYTH, P.G., RSM

# Senior Hydrogeologist - Raleigh, NC

# Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

# **Duties:**

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

# Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

# **Employment Record:**

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

# Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

# Professional Activities:

Solid Waste Association of North America - PFAS Group

NCDEQ Rule Review Committee - Environmental Monitoring Rules

Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences

Association of State Boards of Geology - Council of Examiners

# Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?"

Association of Environmental and Engineering
Geologists (AEG) Webinar, 2021

"Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018

"Landfills and Groundwater - A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

# Academic Credentials:

B.S. Civil Engineering, 1990 North Carolina State University, Raleigh, NC

M.S. Civil Engineering, 1992 North Carolina State University, Raleigh, NC

### Duties:

2012 - Present – Vice President 1996 - Present – Board Member

# **Professional Credentials:**

Professional Engineer — NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

# **Employment Record:**

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

# Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

# **Professional Activities:**

American Society of Civil Engineers American Society for Testing and Materials D35 Committee

Environmental Research and Education Foundation (EREF) Research Council

Solid Waste Association of North America

# Selected Publications & Presentations:

Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.

Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.

Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.

Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

# PIETER K. SCHEER, P.E.

# Senior Engineer - Raleigh, NC



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

# Academic Credentials:

B.S. Civil Engineering, 2014
 North Carolina State University, Raleigh, NC
 M.C.E Civil Engineering, 2016
 North Carolina State University, Raleigh, NC

# Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

# **Employment Record:**

2013 - Present - Smith Gardner, Inc.

# Areas of Expertise:

Civil Site Analysis
Construction Quality Assurance (CQA)
Waste Characterization
Leachate Management
Stormwater Management
Site Permitting

# **Professional Activities:**

American Society of Civil Engineers (ASCE)
Solid Waste Association of North America (SWANA)

# SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

# ULJAS A. MURPHY, PLS

# Senior Surveyor- Raleigh, NC

# Academic Credentials:

A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH

B.S. Geography, 2013
Appalachian State University, Boone, NC

# **Professional Credentials and Certifications:**

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

# **Employment Record:**

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

# Principle Areas of Expertise:

Boundary Surveying Valumetric Surveys Construction Surveys & Inspection Monitoring Surveys

### Professional Activities:

North Carolina Society of Surveyors



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

# SETH C. RICKERTS, P.G.

# Project Geologist - Raleigh, NC

# Academic Credentials:

B.S. Environmental Geology, 2015
Appalachian State University, Boone, NC
Professional ESRI GIS Certification
Appalachian State University, Boone, NC

### Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

# **Employment Record:**

2018 - Present — Smith Gardner, Inc. 2016 - 2018 — TRIMAT Materials Testing

# Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

# **Professional Activities:**

**USGS Volunteer** 



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

# **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



# CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development Into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
•		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
,		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

# ATTACHMENT A: EXECUTION OF PROPOSAL

# **EXECUTION**

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

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

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

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

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

VENDOR: Smith Gardner, Inc.			
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX: ZIP: 27603		
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE TOLL FREE TEL. NO: NUMBER: 919-828-0577		
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):		EE INSTRUCTIONS TO	
PRINT NAME & TITLE OF PERSON SIGNING OVENDOR: Stacey A. Smith, P.E.	FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgardr	nerinc.com	

# ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith	, being first duly sworn, deposes an	d says that:
I. He/She is the President	of Smith Gardner, Inc.	, the proposer that has
submitted the attached proposal		
2. He/She is fully informed resp all pertinent circumstances resp	ecting the preparation and contents of ecting such proposal.	the attached proposal and of
3. Such proposal is genuine and	is not a collusive or sham proposal.	1
employees or parties in interest, or agreed, directly or indirectly sham proposal in connection w or to refrain from proposing ir indirectly sought by agreement proposer, firm or person to fix to or to fix any overhead, profit proposer or to secure through advantage against the County of the price or prices quoted in collusion, conspiracy, connivariagents, representatives, awners Signature  Printed Name: Stacey A. Signature  President	for any of its officers, partners, own including this affiant, has in any way or with any other proposer firm or per ith the contract for which the attached a connection with such contract, or had not or collusion of communication or he price or prices in the attached proposer cost element of the proposal price in collusion, conspiracy, connivance of Cumberland or any person interested the attached proposal are fair and proposal are or unlawful agreement on the particular proposal in the particular proposal are fair and pr	rson to submit a collusive or proposal has been submitted as in any manner, directly or conference with any other sal or of any other proposers, of the proposal of any other or unlawful agreement any in the proposed contract; and per and are not tainted by any tof the proposer or any of its
Date: 02/07/2024	Ma	WAAN
Subscribed and Sworn to Before		BRENT C. AIKMAN NOTARY PUBLIC NOTARY PUBLIC NOTARY PUBLIC 19-2028.
This 7th day of Februar	, 2027	NOTARY PUBLIC NOTARY PUBLIC WAKE COUNTY, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
Notary Public Brent C. Aik	man, Wake County, N.C.	My Commission
My Commission Expires: 01	/19/2028	



# NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

# This is to Certify that:

<u>Smith Gardner, Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering and land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

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

License No.: F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



PRODUCER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:

Tracy Meadows

INCLIDE				PHONE (A/C, No, Ext): (919) 781-1115 (A/C, No): (919) 783-6427				
РО	Box 31508			E-MAIL ADDRESS: tmeadows@insure-nc.com				
Rale	eigh, NC 27622			INSURER(S) AFFORDING COVERAGE				
						mpany of Connecticut	25682	
INSU	JRED			INSURER B: Travelers Property Casualty Company of America 256				
	Smith Gardner Inc			INSURER C: Travelers Indemnity Company of America 2566				
	14 N Boylan Avenue			INSURER D :				
D-1/1/4 NO 07000			INSURER E :					
				INSURER F:				
CO	VERAGES CERT	IFICAT	E NUMBER: COI - 2023-20			REVISION NUMBER:		
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	DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT \$ 50	10,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)								
CE	RTIFICATE HOLDER			CANCELLATION				
	FOR INFORMATION ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				AUTHORIZED REPRESENTATIVE  Jeogga / Dedicate				



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	DUCER		<del></del>	CONTAC NAME:	TRACY M	EADOWS			
INS	URE			PHONE (919) 781-1115 FAX (919) 783-6427					33-6427
PO	BOX 31508			(A/C, No, Ext): (A/C, No): (A/C,					
	EIGH NC 27622							NAIC #	
INCIL	ELIGITINO ET OLE			INSURER(S) AFFORDING COVERAGE  INSURER A . CONTINENTAL CASUALTY COMPANY					NAIC # 20443
INSU	DED			INSURER A:					
INOU	SMITH GARDNER INC			INSURER B:					
				INSURER C:					
	14 N BOYLAN AVENUE RALEIGH NC 27603			INSURER D:					
	RALEIGH NC 27003			INSURER E :					
			NUMBER: COI 2022-202	INSUREF	RF:				
			HOMBER.		TO THE INCHE		REVISION NUMBER:	IOD	1
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	OTHER:						THOOGOTA - COMITION ACC	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
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	OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
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	FOR INFORMATION ONLY			THE	EXPIRATION D	ATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE
				AUTHORIZED REPRESENTATIVE					

# APPENDIX B SAM/EPLS LIST

SMITH GARDNER www.smithgardnerinc.com

Special End SMILE WALLET LTD			NOX.		LKQLIM7A'Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/23/2019 Indefinite	(also SMILE S4MR8X4RH
Special Enti SMILE PAYMENTS, LLC		WILMINGTON	USA		MGELV5GFReciprocal TREAS-OFAC	Prohibition, PII data ha: 5/23/2019 Indefinite	SAMR8X4BG
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	MIAMI FL	HS.	33125	GNYDKFBC Reciprocal HHS 21	Prohibition, Excluded by ######## Indefinite	SAMR3M9KM
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Vessel SMP ARKHANGELSK			<b>S</b>		UW9464KI Reciprocal TREAS-OFAC	Prohibition, PII data has 5/8/2022 Indefinite	SAMRN703D
Special EntiSMP BANK	71/11 SADOVNICHESKAYA STREET	MOSCOW	RIS	115035	H8UZKGGK Reciprocal TREAS-OFA 03-5D	18UZKGGK Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SMP ESAMRADYPP
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Vessel SMP NOVODVINSK			NOX		UWAVKB91Reciprocal TREAS-OFAC	Prohibition, PII data has 5/8/2022 Indefinite	SAMRN703F
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Special Enti SN TEOWOOL	6F CHEUL CHEUL-DO	SEOUL	ğ		CQN1YWW Reciprocal ARMY	Ineligible (Proceedings 6/20/2019 6/20/2039	S4MR8HR29
Firm SNAP OFFICE SUPPLIES, LLC	2412 GRANSUITE 2	ROCKVILLE VA	SS	23146	L4CYKW8XiReciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY S4MR5BQE7RVT1
Special Enti SNGB AO	19 KUKUYEVITSKOGO STREET	SURGUT	SDS	628400	D97VAQ4AReciprocal TREAS-OFAC	Prohibition, PII data has 1/26/2018 Indefinite	SAMRQPSZM
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Special Enti SNIPER OUTDOOR CC		XX	ASC.		FRVSWUC1Reciprocal TREAS-0FA 03-5D	FRVSWUCT Reciprocal TREAS-OFA 03-SDGT-0. Prohibition, PII data has been mask Indefinite	(also TRUE SAMR3NNXR
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www.smithgardnerinc.com



# SOLID WASTE MANAGEMENT

# MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL

RESOURCES

**DATE:** 9/3/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR

STORMWATER IMPROVEMENTS FOR AMMONIA

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

RESOURCES

# **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to 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 and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes site investigation, sampling, evaluation and storm water design. The agreement amount shall not exceed \$75,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is through the Grant Project Budget Ordinance #240326 for Ann Street Sediment Ponds No. 2 and No. 3 Improvements.

# RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the September 16, 2024, Board of Commissioners agenda:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$75,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

# **ATTACHMENTS:**

Description	Type
Board Approval of Bid Award	Backup Material
Service Agreement	Backup Material

CLOSE

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024 6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN
QUEEN - KENNEDY MARIE WHITAKER
FIRST RUNNER UP - BAILEE SWINTON
SECOND RUNNER UP - SONIA ROSS
THIRD RUNNER UP - CHLOE JONES

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

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

# PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

CONSENT AGENDA

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

# NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVALAT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
  - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

# THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

# **Rezoning Cases**

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

### NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

# NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

# NOMINEE:

# JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

# NOMINEE:

# RYAN AUL

# DR. TORIKA FULLER

- 6. APPOINTMENTS
  - A. Home and Community Care Block Grant Committee (1 Vacancy)

# APPOINTED:

# SIGMA SMITH - AGING SERVICE PROVIDER

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

# APPOINTED:

# **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

# APPOINTED:

# JOEY SHORT

- CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

# **ADJOURN**

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

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



# SOLID WASTE MANAGEMENT

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

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMANDA L. BADER, P.E., GENERAL MANAGER FOR

**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

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		100	76	0		
Firm References	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	15	13			
Firm Qualifications Relevant Experience	25 points Max	25	25			
Firm Qualifications	20 Points Max	20	20			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

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

Vendors

		6	

# STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

# SERVICE AGREEMENT

This Agreement made this the 24th day of JULY 2024, by and between the COUNTY OF CUMBELRAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

# WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$75,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

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

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

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

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

VENDOR:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 COUNTY:

Amanda L. Bader, General Manager of Natural Resources 698 Ann Street Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

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

ATTEST	COUNTY OF CUMBERLAND
BY: ANDREA TEBBE, Clerk	BY: GLENN ADAMS, Chairman Board of County Commissioners
SMITH GARDNER, INC.  ATTEST  BY: Foce Q. Smyte  Joan A. Smyte  Vice President	BY: Name/Title STACET A. SMITH PRESIDENT
This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  County Finance Office	Approved for Legal Sufficiency upon formal execution by all parties  Algorithm 8/3/24  County Attorney's Office  Boc approved garnel  3/18/24.



ADDRESS

14 N. Boylan Avenue, Raleigh NC 27603

919.828.0577

www.smithgardnerinc.com

July 24, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE:

**Engineering Services Proposal** 

Cumberland County - Ann Street Landfill Stormwater Improvements for Ammonia

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance in the investigation, evaluation, and design of stormwater improvements to mitigate ammonia identified in discharge at the Cumberland County Ann Street Landfill facility. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

# SCOPE OF SERVICES

S+G, and its subconsultants, will perform the following services:

Task 1 – Site Investigation

S+G and a subcontracted drilling firm will install a total of four groundwater monitoring wells around the Balefill/active C&D area to better evaluate ammonia concentrations in groundwater surrounding these unlined units. We anticipate these wells will be installed to a depth of approximately 25 feet below grade and will be installed with other piezometers planned for installation at the site. Proposed well locations include one location between the active C&D area and Sediment Pond #2, one well north of Sediment Pond #2, one well west of the Balefill area next to GP-2, and one well west of the C&D landfill southeast of GP-1. These wells will be developed after installation to remove sediments from well installation. Additional test pits will be conducted along the existing C&D landfill (over MSW) to identify depth to waste and cover conditions along the shared limits of the landfill and Sediment Pond #2. We assume that S+G will be present during the test pit operations and the County will provide equipment and labor for up to one (8) hour day.

# Task 2 – Ammonia Sample Collection and Analysis

Upon completion of well installation and development as summarized in Task 1, S+G will sample the four newly installed wells. Additionally, the following site monitoring wells will be sampled: MW-A, AMW-4, MW-H, MW-B, MW-1A, AMW1s, AMW-2 and MW-E. Storm water locations to be sampled will include: Sediment Pond #2 outfall, Sediment Pond #3 outfall, Sediment Pond #1 outfall. Surface water locations to be sampled will include: SW-8, and

Ms. Amanda Bader, P.E. July 24, 2024 Page 2 of 3

SW-3. If possible, this sampling will be performed at the same time to create a snapshot of ammonia concentrations across the site during a single event. Samples will be analyzed for Ammonia Nitrogen, Total Kjeldahl Nitrogen (TKN), Phosphorus, and Nitrate by a North Carolina certified laboratory.

Task 3 – Stormwater Model

Prepare a site wide stormwater model that evaluates existing conditions and proposed landfill expansion scenarios;

Task 4 - Stormwater Basin Design

Propose stormwater basin design with additional treatment elements for ammonia mitigation that may include forebays, wetlands, liners, aeration components for review. Once alternatives are assessed, the selected design will be prepared for permit amendment and construction. Permitting and construction level services will be provided under separate scope and budget once design has been completed.

# BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
Task 1 - Site Investigation	\$15,000
Task 2 – Sampling Collection and Analysis	\$10,000
Task 3 - Stormwater Modeling and Evaluation	\$25,000
Task 4 - Stormwater Basin Design	\$25,000
Total Budget:	\$75,000

# SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

# APPROVAL

Should you be in agreement with this proposed	scope, budget and schedule, please assign a
Purchase Order Number or note by initial here	and transmit the
number to S+G.	

Ms. Amanda Bader, P.E. July 24, 2024 Page 3 of 3

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely, SMITH GARDNER, INC.

Joan d. Smyth.

Joan A. Smyth, P.G.

Senior Hydrogeologist

joan@smithgardnerinc.com

sas/jas Att.

cc: Jesse C. Li, P.E., S+G File Stacy A. Smith

2784820F1A09438...
Stacey A. Smith, P.E.
Senior Engineer (ext. 127)

stacey@smithgardnerinc.com



ENGINEERS





# **2024 FEE SCHEDULE**

Staff Professional		Hourly Billing Rates*
President, Senior Engineer - Stacey A. Smith, P.E.**		\$275/hour
Vice President, Senior Project Manager - John M. Gardner, P.E.**		\$260/hour
Vice President, Senior Engineer - Pieter K. Scheer, P.E.**		\$250/hour
Vice President, Senior Project Manager - W. Michael Brinchek, P.E.**		\$220/hour
Vice President, Senior Geologist - C. Kevin Anderson, P.G.**		\$210/hour
Vice President, Senior Hydrogeologist - Joan A. Smyth, P.G.**		\$205/hour
Principal, Senior Project Engineer - Gregory G. Mills, P.E.**		\$162/hour
Principal, Senior Civil Designer - Christopher T. Jones**		\$160/hour
Principal, Senior Project Engineer - John R. Fearrington, P.E.**		\$160/hour
Principal, Senior Project Engineer - Spencer W. Hollomon, P.E.**		\$160/hour
Senior Engineer – John D. Barnard, P.E.		\$215/hour
Senior Project Manager – Jon M. Dietz, Ph.D.		\$215/hour
Senior Surveyor – Uljas J. Murphy, P.L.S. ++ (UAS)		\$200/hour
Senior Project Manager – Gregory T. Farrell, P.E.		\$195/hour
Senior Geologist – Bobby J. Wolf, P.G.		\$195/hour
Senior Engineer – E. Fred Mussler, III, P.E.		\$175/hour
Senior Scientist - Matthew S. Lamb**		\$160/hour
Project Engineer – Jesse C. Li, P.E.		\$150/hour
GIS Analyst – Jason D. McMahon, GISP** (UAS)		\$143/hour
Project Geologist – Clyde A. L."CAL" Easter, P.G."*		\$142/hour
Project Engineer – Jonathan "Johnny" A. Hayes, PE, LSIT ++(UAS)		\$142/hour
[		\$140/hour
Project Engineer – Matthew M.A.C. "Mac" Jones, P.E.		\$130/hour
Project Geologist - Seth C. Rickerts, P.G.		\$130/hour
Project Manager — Lou J. Krasuski@@ Construction Consultant — Albert B. "Buddy" Bowers, Jr.		\$125/hour
	Duwers, Jr.	\$125/hour
Management Consultant – D. Scott Bost		\$125/hour
Construction Manager – Todd L. Scott		
Civil Designer - Robert V. Maynard, SI ++ (UAS)		\$125/hour
Staff Surveyor – Chris W. Knox, SI		\$125/hour
Systems Administrator - Sam T. Spencer ++ (UAS)		\$125/hour
Field Services Manager - Byron S. Hackney**		\$122/hour
Field Services Manager - Britt P. Ransom** (AAI)		\$120/hour***
Construction Manager – Troy D. Mitchell++ (UAS)		\$115/hour
CAD Designer – Jeffrey R. Taylor		\$115/hour
Staff Engineer – Aubrie C. Miller		\$110/hour
Environmental Technician – Joshua C. Rue		\$105/hour
CAD Designer – L. Hal Blevins, III		\$105/hour
CAD Technician – Jacob Griffith		\$100/hour
Environmental Technician – Matthew Stagg		\$95/hour
Environmental Technician – Daniel J. Pantaleo		\$90/hour
Staff Technician		\$75/hour
Clerical/Administrative Secretary		\$50/hour
Expert Witness/Legal Services		Negotiated
Reproduction Expenses	DII-D WILL	0010
Small Format (B size or smaller)	Black & White Color	\$0.10 per page \$0.40 per page
Large Format (C size or larger)	NO SECTION SEC	\$4 per sheet
Equipment		see Rate Sheet
Expenses & Fees		
Direct Project Expenses		Cost + 10%
* Rates are subject to review annually.		
**Employee Owner		Asia di
***Accredited Asbestos Inspector (AAI) Services		+\$15/hour to rate
**FAA Small Unmanned Aircraft Systems (UAS) Certificate & NC Commercial UAS Operator Permit Holder ©©Federal Reference Method 9 Visible Emissions Evaluator		+\$15/hour to rate +\$15/hour to rate
** Leanigu vengnence Mistina a Airinis Eunipainnia CASIMSIAN		r \$13/ Hour to rate

# Attachment A



# REQUEST FOR QUALIFICATIONS (RFQ)

# Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

# Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

#### MINIMUM QUALIFICATIONS

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

#### SUBMITTAL REQUIREMENTS

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

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

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

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

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

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

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

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

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

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

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Oualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

#### EVALUATION AND AWARD OF PROJECTS

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

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

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

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

#### **QUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 8, 2024. Questions received after this date and time will not be considered for response.

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

#### Attachments:

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

#### ATTACHMENT A: EXECUTION OF PROPOSAL

#### EXECUTION

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

The potential Contractor certifies and/or un	derstands the following by	nlacing an "X" in al	l blank spaces:
The County has with deviated/or information is contact vendors from a proposal interest to do so	the right to reject any and a nitted information, based or considered a minor deviati to request required information, packet. Additionally, if the County reserves the roonly a part of the services services.	Il proposals or reject in the County's discretion or omission. The mation/documentation the County determination to one	specific proposals tion if the omitted e County will not on that is missing es it is in its best e or more vendors
This proposal w	as signed by an authorized	representative of the	Contractor.
	ontractor has determined the ociated with performing the		
All labor costs a direct and indire	ssociated with this project costs.	have been determine	d, including all
The potential Co	ontractor agrees to the con-	ditions as set forth in	this RFP with no
qualifications o	the services for the prices contract execution.	the Cumberland C formal contract and/ all terms and condi- quoted within the tir	es that no legally County Board of for purchase order. itions thereof, the meframe required.
REJECTED.	o submittai shan render e	пе ргорозаг птчана	
VENDOR:			100
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS A VENDORS ITEM #10):	DDRESS IF DIFFERENT	FROM ABOVE (	(SEE INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNED VENDOR:	GNING ON BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATU	RE: DATE:	EMAIL:	

# ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

each statement of its certificat and agrees that the provisions	, certifies or affirms the truthfulness and accuracy of tion and disclosure, if any. In addition, the Contractor understands of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims ertification and disclosure, if any.
Signature of Contractor's Auth	norized Official
Name and Title of Contractor'	s Authorized Official
Date	

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

	, being first duly sworr	denoses and says that
	of	the proposer that has
2. He/She is fully informed reall pertinent circumstances re	especting the preparation and specting such proposal.	contents of the attached proposal and of
3. Such proposal is genuine a	nd is not a collusive or sham	proposal.
employees or parties in intere or agreed, directly or indirect sham proposal in connection or to refrain from proposing indirectly sought by agreem proposer, firm or person to fix or to fix any overhead, profit proposer or to secure through advantage against the County  5. The price or prices quoted collusion, conspiracy, conniversal control of the	st, including this affiant, has a tilly, with any other proposer with the contract for which to in connection with such con- nent or collusion of commu- at the price or prices in the atta- tit or cost element of the pro- nigh collusion, conspiracy, of or of Cumberland or any perso- tion in the attached proposal are to vance or unlawful agreement	artners, owners, agents, representatives, in any way colluded, conspired, connived firm or person to submit a collusive or the attached proposal has been submitted intract, or has in any manner, directly or unication or conference with any other ached proposal or of any other proposers, posal price of the proposal of any other connivance or unlawful agreement any in interested in the proposed contract; and fair and proper and are not tainted by any on the part of the proposer or any of its interest, including this affiant.
Signature		
Printed Name:		
Title:		
Date:		
Subscribed and Sworn to Be	fore Me,	
This day of	,	
Notary Public		
My Commission Expires:		

# ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

#### 1. Drug Free Workplace Requirements

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

#### 2. Contractor Compliance

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

#### 3. Conflict of Interest

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

#### 4. Mandatory Disclosures

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

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

#### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

#### 7. No Obligation by Federal Government

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

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

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

#### 9. Changes

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

#### 10. Termination

- (1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

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

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

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

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

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

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

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

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

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

#### 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

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

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

#### 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 13. Equal Employment Opportunity

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

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

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

#### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

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

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- · Meeting contract performance requirements.
- At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 19. Safeguarding Personal Identifiable Information:

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

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

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

#### 21. Byrd Anti-Lobbying Amendment

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

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

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

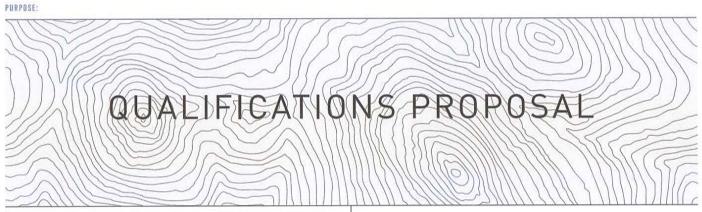
Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

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	3X	25 Points Max	25 Points Max 15 Points Max			
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Evaluators Name:

# Attachment B

# SMITH+GARDNER



CLIENT:

CUMBERLAND COUNTY, NORTH CAROLINA PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS SOLID WASTE WATER QUALITY SERVICES



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

TRANSMITTAL LETTER

SMITH+GARDNER

CORPORATE ADDRESS 14 N. Boylan Ave., Raleigh, NC 27603 TELEPHONE 919.828.0577

919.828.3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

Request for Qualifications

Solid Waste Water Quality Services

Dear Ms. Bader.

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

DocuSigned by: Stacey a. Smith, P.E.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com

DocuSigned by: -B9779EBA711F488..

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

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# INTRODUCTION

# RESOURCE MANAGEMENT

Solid, Hazardous, and Industrial Waste
Pre-Project Due Diligence and Planning
Site Characterization and Site Studies
Facility Design and Permitting
Landfills; New Cells, Expansion Cells
Transfer Stations, Convenience Centers
Operations Support
Education and Training
Peer Review/ Expert Witness
Project Procurement and Construction

Construction Administration & CQA Budgeting, Feasibility and Financial Modeling Facility Closure and Post-Closure

#### RECOVERY

Renewable Energy

**Bid Procurement** 

**Biomass** 

Solar

Landfill Gas

Compost Materials

Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation:

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

Auditing

Waste Reduction

Solid Waste Facility Mining

#### REMEDIATION

**Environmental Site Assessment** 

Phase I and Phase 2 ESAs

Water Quality

**Environmental Monitoring and Compliance** 

Monitoring System Design and Permitting

Groundwater and Surface Water

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization

Air Quality Permitting and Compliance

Asbestos Management and Compliance



#### SMITH GARDNER, INC.

Stacey A. Smith, P.E. President, Senior Engineer 14 N. Boylan Ave. Raleigh, NC 27603

Telephone: (919) 828-0577 stacey@smithgardnerinc.com



#### INTRODUCTION

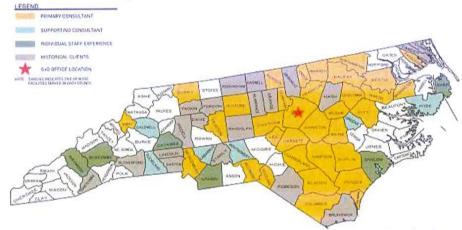
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

#### WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



#### **OUR MISSION**

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



#### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

#### Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

#### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

# <u>Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance</u>

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

#### Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently. S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

#### **OUR PROMISE**

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



## PROJECT UNDERSTANDING CONT.

#### Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

#### Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

## Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

#### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- · Respect
- Accountability
- · Integrity
- Innovation
- Involvement

These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

#### Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

#### Operation and Maintenance Assistance

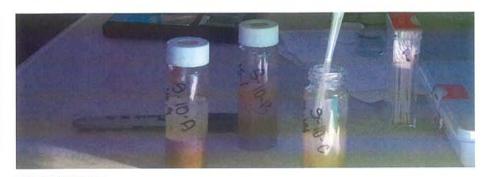
S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

#### Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

#### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



#### FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

#### Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

#### Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

#### Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

#### Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

#### **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

#### NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

#### Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

#### Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

#### COMMITMENT

S+6 is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



#### FIRM SERVICES CONT.

#### Public Notices and Meetings

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

#### Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

#### Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

#### **Grant Funding Applications**

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

#### **EXPERIENCE**

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

#### FIRM SERVICES CONT.

#### **Grant Funding Applications Cont.**

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE** firm, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

#### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

SMITH+GARDNER

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	ourc	e Manag	eme	nt	-7		Recovery										Remediation												
RESOURCE MANAGEMENT  S+G  REMEDIATION  Client Contact	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment [Ph. 1 / 2]	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance			
Avery County, NC Eric Foster	х	×	Х	х	X	Х	Х	Х	Х	х	Х	X	X	×					X		X	X	X	Х	Х	X	×		х			
Bladen County, NC Kip McClary	×	Х	X	х	×	х	X							х					×				X									
City of High Point, NC Robby Stone, P.E.	x	X	X	х	×	X	х	X	X	X	X	X		X			х	100	X	X	X		Х			X	X	Х				
Cumberland County, NC Amanda Bader	x				х	х	х	x	X	×			х		X			X	X	×	Х	×	Х	×		Х	×	Х				
Davidson County, NC Charlie Brushwood	x	Х	X	Х	×	x	х	Х	х	X	x	x		x		×		x	×	×	×		X	×		X	x	X				
Halifax County, NC Chris Williams	x	Х	X	х	x	×	x	X	×			X		X					х		х	X	X	X		X	х					
Harnett County, NC Chad Beane	×	X	X	х	×	×	x	X	х										x		×		X	×		х	x					
Johnston County, NC Brian Beasley	×	X	×	x		x	×	X		×	x		X	×					×	×	×		x	x	×		×	X				
Martin County, NC Justin Harrison	×	X	X			x	×	×	x										X				x			Х						
Person County, NC Ray Foushee						х					x	х	X	×	X				X		×	X		×								
Sampson County Disposal LF (NC) Bryan Wuester	×	х	×	×		X	×	х	×	X	X	X	X	×					X	×	×		X			×		X				
Scotland County, NC Bill Lash	×	х	X	х	×	x	X	×	X					×					х		X	X	X	×		X	×		x			
Washington County, NC Danny Reynolds	x	×	X			X	X												×		X		×									
Wayne County, NC Randy Rogers											×	x	×							×			×									
GFL South Wake Landfill (NC)	X	Х	Х			X		X	X																	X						

# PROJECT EXPERIENCE AND REFERENCES

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

#### CUMBERLAND COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- » LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- » Solid Waste Permitting

RESOURCE MANAGEMENT RECOVERY

REMEDIATION

#### Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

#### FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

**Environmental and Compliance Services** - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

**Due Diligence and Site Investigation Services** - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

**Convenience Center Sites** - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

**Environmental Justice Public Meeting Assistance** - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

### SAMPSON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Landfill Closure
- » Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- »Construction Administration/COA
- » Construction Administration/ CC
- »Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- » Air Quality Permitting
- » Greenhouse Gas Reporting

# RESOURCE MANAGEMENT

### Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

### ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

**Description** – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

**Landfill Design and Permitting with Gravity Groundwater Intercept System** – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

**GHG Reporting** – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

### DAVIDSON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- »Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- » Stormwater Compliance

# RESOURCE MANAGEMENT RECOVERY

### Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303

charlie.brushwood@davidsoncountync.gov

### DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment — S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two (2) lined landfills, two (2) unlined landfills and one (1) C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

### JOHNSTON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- » Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- » Landfill Gas to Energy
- » Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT
RECOVERY

### Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

### SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

**Groundwater Assessment** – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

**Water Quality Monitoring/Reporting** – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

**General Financial Studies (1997 to Present)** - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

### SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- » LFG Monitoring
- » Groundwater Monitoring and Management

### RESOURCE MANAGEMENT

### DOBSON, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

**Environmental and Compliance Services-** S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

**Air Quality Services** - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

**Engineering Services** - Annual survey and capacity evaluation and miscellaneous engineering services.

**Client Reference:** 

Surry County Landfill

Ms. Jessica Montgomery, P.E., County Engineer

336.401.8376

montgomeryj@co.surry.nc.us

### DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Budgeting
- »Scheduling
- » Grant Narrative Review

### **RESOURCE MANAGEMENT**

### DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

**Description** - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui

Solid Waste Program Manager

919.560.0442

mkoroivui@dconc.gov

### HARNETT COUNTY - DUNN-ERWIN LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- »Water Quality Monitoring
- » Landfill Gas Monitoring

### **RESOURCE MANAGEMENT**

### DUNN, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

**C&D** Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

**Environmental Evaluation and Monitoring** - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

**Firing Range Design** - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004

cbeane@harnett.org

### HARNETT COUNTY - ANDERSON CREEK LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Landfill Gas Monitoring
- »Water Quality Monitoring
- »Transfer Station Permit Renewal

### RESOURCE MANAGEMENT

### SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

**C&D Landfill Expansion Permit** - S+G designed and permitted an expansion for the C&D landfill at this facility.

**Transfer Station Permit Renewal** - S+G prepared the renewal permit for the active transfer station at this facility.

**Environmental Evaluation and Monitoring** - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director

910.814.6004

cbeane@harnett.org

### **EMPLOYEE OWNED**

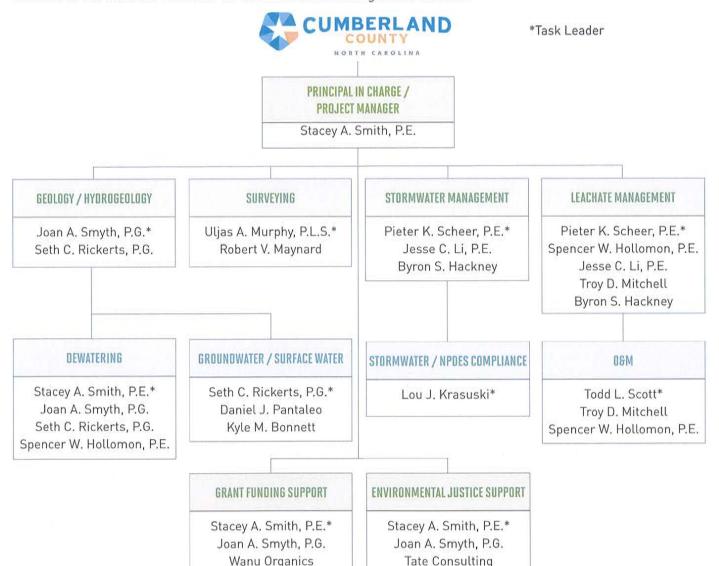
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



### ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



### STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC

### Academic Credentials:

B.S. Civil Engineering (Construction), 1992 North Carolina State University, Raleigh, NC M.C.E.Civil Engineering (Geotechnical), 2004 North Carolina State University, Raleigh, NC

### Duties:

2006 - Present – President 2000 - Present – Board of Directors

### **Professional Credentials:**

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA,
MD, MI, MO, NC, OK, PA, SC,
TN, TX, USVI, VA, WI, NCEES
& USCEIP

### **Employment Record:**

1996 - Present — Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc.

### Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

### Professional Activities:

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (FRFF)

NC State University Industry Advisory Board (Past Chair)

### Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

### JOAN A. SMYTH, P.G., RSM

### Senior Hydrogeologist - Raleigh, NC

### Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

### **Duties:**

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

### Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

### **Employment Record:**

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

### Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

### Professional Activities:

Solid Waste Association of North America - PFAS Group

NCDEQ Rule Review Committee - Environmental Monitoring Rules

Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences

Association of State Boards of Geology - Council of Examiners

### Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?" Association of Environmental and Engineering Geologists (AEG) Webinar, 2021

"Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018

"Landfills and Groundwater - A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

North Carolina State University, Raleigh, NC

North Carolina State University, Raleigh, NC

### KEY PERSONNEL

### PIETER K. SCHEER, P.E.

### Senior Engineer - Raleigh, NC



Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

### 1996 - Present — Board Member

2012 - Present - Vice President

Academic Credentials: B.S. Civil Engineering, 1990

M.S. Civil Engineering, 1992

Professional Credentials: Professional Engineer – NC, SC, VA

OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

### **Employment Record:**

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

### Professional Activities:

American Society of Civil Engineers American Society for Testing and Materials D35 Committee

Environmental Research and Education Foundation (EREF) Research Council

Solid Waste Association of North America

### Selected Publications & Presentations:

Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.

Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.

Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.

Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico. Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

### Academic Credentials:

B.S. Civil Engineering, 2014
 North Carolina State University, Raleigh, NC
 M.C.E Civil Engineering, 2016
 North Carolina State University, Raleigh, NC

Professional Credentials and Certifications:

Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

**Employment Record:** 

2013 - Present - Smith Gardner, Inc.

### Areas of Expertise:

Civil Site Analysis
Construction Quality Assurance (CQA)
Waste Characterization
Leachate Management
Stormwater Management
Site Permitting

### Professional Activities:

American Society of Civil Engineers (ASCE) Solid Waste Association of North America (SWANA)

### SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

### ULJAS A. MURPHY, PLS

### Senior Surveyor- Raleigh, NC

### Academic Credentials:

A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH

B.S. Geography, 2013 Appalachian State University, Boone, NC

### Professional Credentials and Certifications:

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

### **Employment Record:**

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

### Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

### Professional Activities:

North Carolina Society of Surveyors



Mr. Murphyhasworkedwithmunicipalandprivate landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

### SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC

### Academic Credentials:

B.S. Environmental Geology, 2015 Appalachian State University, Boone, NC Professional ESRI GIS Certification Appalachian State University, Boone, NC

### Professional Credentials:

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

### **Employment Record:**

2018 - Present — Smith Gardner, Inc. 2016 - 2018 — TRIMAT Materials Testing

### Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

### **Professional Activities:**

**USGS Volunteer** 



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



### CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects E		Estimated Completion
Stacey A. Smith, P.E. 30%		Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
AND AND ADDRESS OF THE PARTY OF		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

SMITH GARDNER www.smithgardnerinc.com

### ATTACHMENT A: EXECUTION OF PROPOSAL

### EXECUTION

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

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

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

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

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

VENDOR: Smith Gardner, Inc.			
STREET ADDRESS: 14 N. Boylan Avenue	P.O. BOX:	ZIP: 27603	
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE TOLL FREE TEL. NO: NUMBER: 919-828-0577		
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	FROM ABOVE (SI	EE INSTRUCTIONS TO	
PRINT NAME & TITLE OF PERSON SIGNING OVENDOR: Stacey A. Smith, P.E.	FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:	EMAIL: stacey@smithgardnerinc.com		

# ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith	_, being first duly sworn, depos	ses and says that:
1. He/She is the President	of Smith Gardner, Inc.	the proposer that has
submitted the attached proposal.		, , , , , ,
2. He/She is fully informed respe all pertinent circumstances respe	cting the preparation and contercting such proposal.	nts of the attached proposal and of
3. Such proposal is genuine and	is not a collusive or sham propo	sal.
4. Neither the said proposer not employees or parties in interest, it or agreed, directly or indirectly, sham proposal in connection with or to refrain from proposing in indirectly sought by agreement proposer, firm or person to fix the or to fix any overhead, profit of proposer or to secure through advantage against the County of 5. The price or prices quoted in collusion, conspiracy, connivant agents, representatives, cumpars, Signature  Printed Name: Stacey A. Smith Title:  Date: 02/07/2024  Subscribed and Sworn to Before	or any of its officers, partners, including this affiant, has in any with any other proposer firm of the contract for which the attaconnection with such contract, to or collusion of communicative price or prices in the attached or cost element of the proposal collusion, conspiracy, conniver the attached proposal are fair and the	way colluded, conspired, connived or person to submit a collusive or ached proposal has been submitted or has in any manner, directly or on or conference with any other proposal or of any other proposers, price of the proposal of any other ance or unlawful agreement any rested in the proposed contract; and ad proper and are not tainted by any te part of the proposer or any of its st, including this affiant.
This 7th day of February  Notary Public Brent C. Aikr	man Wake County, N.C.	BRENT C. AINTIC NOTARY PUBLIC NOTARY PUBLIC WAKE COUNTY, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
Notary Public Dient C. Aiki		My Conmin
My Commission Expires: 01/	19/2028	



### NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

### This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice engineering and land surveying under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

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

License No.: F-1370



THE NORTH CAROLINA BOARD OF **EXAMINERS FOR ENGINEERS** AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



PRODUCER

INICHIDE

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

(919) 783-6427

FAX

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME:

PHONE

Tracy Meadows

(919) 781-1115

TO DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA C				(A/C, No, Ext): (A/G, No):					
PO Box 31508				<u>[</u>	E-MAIL ADDRESS: tmeadows@insure-nc.com				
Rale	igh, NC 27622			<u> </u>	INS	SURER(S) AFFOR	DING COVERAGE	NAIC#	
					INSURER A: Travelers Indemnity Company of Connecticut 25682				
INSURED					INSURER B : Travelers Property Casualty Company of America 25674				
Smith Gardner Inc				INSURER C: Travelers	Indemnity Co	mpany of America	25666	,	
14 N Boylan Avenue			INSURER D :				$\neg \neg$		
	•			<u> </u>					$\dashv$
Raleigh, NC 27603				<u> </u>	INSURER E :				
					INSURER F:				
COVERAGES CERTIFICATE NUMBER: COI - 2023-20 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN							REVISION NUMBER:	00	
INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN				ONTRACT OR OTHER POLICIES DESCRIBEI REDUCED BY PAID CL	R DOCUMENT V D HEREIN IS SI .AIMS.	VITH RESPECT TO WHICH TH			
NSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 1,000,000	
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	i
							MED EXP (Any one person)	\$ 5,000	
Α				680-1J560231	06/01/2023	06/01/2024	PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							2 000 000	
	POLICY JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000	
	OTHER:						COMBINED SINGLE LIMIT	\$ 1,000,000	-
	AUTOMOBILE LIABILITY			1			(Ea accident)	\$	
	ANY AUTO	OWNED SCHEDULED 680-1J560231					, , , ,		
Α	AUTOS ONLY AUTOS			06/01/2023	06/01/2024	BODILY INJURY (Per accident)	·		
	HIRED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	✓ UMBRELLA LIAB     ✓ OCCUR				EACH OCCURRENCE	\$ 5,000,000			
В			06/01/2023	06/01/2024	AGGREGATE	\$ 5,000,000			
CLAIWS-WADE				ACOREO/III	\$				
	DED RETENTION \$ WORKERS COMPENSATION		-				➤ PER OTH-	Ψ	
	AND EMPLOYERS' LIABILITY Y/N					\$ 500,000			
С	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A UB-5K522297		UB-5K522297	06/01/2023	06/01/2024	E.L. EACH ACCIDENT	F00 000	
	(Mandatory in NH)  If yes, describe under						E.L. DISEASE - EA EMPLOYEE	F00.000	
	DESCRIPTION OF OPERATIONS below	ļ					E.L. DISEASE - POLICY LIMIT	\$ 500,000	
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLE	ES (AC	ORD 1	01, Additional Remarks Schedule, n	nay be attached if more s	pace is required)			
CEF	RTIFICATE HOLDER				CANCELLATION			<u> </u>	
FOR INFORMATION ONLY					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				ļ	AUTHORIZED REPRESE	NTATIVE			
						_	n 20		
						Jeaces /	A idea from Sec.		



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE TRACY MEADOWS PRODUCER (919) 783-6427 FAX (A/C, No): INSURE (919) 781-1115 (A/C, No, Ext): E-MAIL PO BOX 31508 TMEADOWS@INSURE-NC.COM ADDRESS: RALEIGH NC 27622 INSURER(S) AFFORDING COVERAGE NAIC# CONTINENTAL CASUALTY COMPANY 20443 INSURER A: INSURED INSURER B: CMITH CADDNED INC

SMITH GARDNER INC	_	INSURER C:				
14 N BOYLAN AVENUE		INSURER D:				
RALEIGH NC 27603	_	INSURER E:				
		INSURER F:				
COVERAGES CERT	RTIFICATE NUMBER: COI 2022-2023	3	REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF II INDICATED. NOTWITHSTANDING ANY REQUIF CERTIFICATE MAY BE ISSUED OR MAY PERTA EXCLUSIONS AND CONDITIONS OF SUCH PO	IREMENT, TERM OR CONDITION OF ANY C TAIN, THE INSURANCE AFFORDED BY THE DLICIES. LIMITS SHOWN MAY HAVE BEEN	CONTRACT OR OTHER DOCUMENT I POLICIES DESCRIBED HEREIN IS S REDUCED BY PAID CLAIMS.	WITH RESPECT TO WHICH THIS			
INSR LTR TYPE OF INSURANCE	ADDLISUBR INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY)	POLICY EFF POLICY EXP MM/DD/YYYY) (MM/DD/YYYY) LIMITS			
COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE OCCUR			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$			
CEANVIS-NADE COOK			MED EXP (Any one person) \$			
			PERSONAL & ADV INJURY \$			
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$			
POLICY PRO- JECT LOC			PRODUCTS - COMP/OP AGG \$			
OTHER:			\$			
AUTOMOBILE LIABILITY			COMBINED SINGLE LIMIT (Ea accident) \$			
ANY AUTO			BODILY INJURY (Per person) \$			
OWNED SCHEDULED AUTOS ONLY AUTOS			BODILY INJURY (Per accident) \$			
HIRED NON-OWNED AUTOS ONLY			PROPERTY DAMAGE (Per accident) \$			
, NO 100 0 NE			\$			
UMBRELLA LIAB OCCUR			EACH OCCURRENCE \$			
EXCESS LIAB CLAIMS-MADE	:		AGGREGATE \$			
DED RETENTION \$			\$			
WORKERS COMPENSATION			PER OTH- STATUTE ER			
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	I N/A		E.L. EACH ACCIDENT \$			
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1   1   1		E.L. DISEASE - EA EMPLOYEE \$			
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$			
			PER CLAIM:	\$5,000,000		
PROFESSIONAL LIABILITY/ A POLLUTION INCIDENT LIABILITY	EEH 13 333 52 62	08/21/2022 08/21/2023	AGGREGATE:	\$5,000,000		
T GEESTION WORDERT EMBLETT			DEDUCTIBLE:	\$25,000		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
CERTIFICATE HOLDER		CANCELLATION				
EAD INFORMATION ONLY		SHOULD ANY OF THE ABOVE DE THE EXPIRATION DATE THEREO ACCORDANCE WITH THE POLIC	F, NOTICE WILL BE DELIVERED			

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FOR INFORMATION ONLY

AUTHORIZED REPRESENTATIVE

# APPENDIX B SAM/EPLS LIST

SMITH GARDNER www.smithgardnerinc.com

Special EntiSMILE WALLET LTD			M		LKQLM7A'Reciprocal TREAS-0FAC	Prohibition, PII data ha: 5/23/2019 Indefinite	(also SMILE S4MR8X4RH
Special Enti SMILEPAYMENTS, LLC		WILMINGTON	USA		MGELV5GFReciprocal TREAS-0FAC	Prohibition, PII data ha: 5/23/2019 Indefinite	S4MR8X4BG
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	MIAMI FL	US	33125	GNYDKFBC Reciprocal HHS 21	Prohibition, Excluded by ######## Indefinite	SAMR3M9KM
Firm SMILES R US DENTAL GROUP, INC.	3383 NW 7TH ST., SUITE 101	MIAMI R	USA	33125	GNYDKFBC Reciprocal OPM 22	Prohibition/Restriction 1/26/2004 Indefinite	SAMR3M9KM
Special Enti SMILETRAVELS			NOX		PAN9HMX: Reciprocal TREAS-0FAC	Prohibition, PII data hax 5/23/2019 Indefinite	(also SMILE S4MR8X4RR
Special Enti SMILEWALLET			XUN		VX3CFV1K7.Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	(also SMILE S4MR8X4RP
Special Enti SMILEWALLET B.V.	HERENGRACHT 420	AMSTERDAM	N	101782	NKHXEXKR'Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	S4MR8X4B4
Special EntiSMILEWALLET S.A.S.	CR 15 # 146 29 CASA 1	BOGOTA D.C.	ਫ਼		PEP4LHBL4 Reciprocal TREAS-0FAC	Prohibition, PII data hax5/23/2019 Indefinite	S4MR8X4B7
Special EntiSMILEWALLET, LLC		SAN ANTONIO	NSA		PPPWTCRK Reciprocal TREAS-0FAC	Prohibition, PII data hac5/23/2019 Indefinite	SAMR8X4BF
Firm SMITH RENOVATIONS	210 HILLSIDE CT.	JANESVILLEWI	USA	53545	TH1FMH9RReciprocal EPA H	Prohibition, Convicted v 7/15/2004 Indefinite	(also MICH. SAMR3MLWK
Firm SMITH, GERARD FRANCIS	3600 GUARD RD.	LOMPOC CA	USA	93436	FHZKFIQ6H NonProcur HHS Z	Prohibition, Excluded by ######## Indefinite	SAMR3MGBF
Firm SMITHFIELD INVESTMENTS, INC.	S001 BRENTWOOD STAIR RD.	FT. WORTH TX	USA	76112	YTCM/IDXF: NonProcur HUDP R	Ineligible (Proceedings 5/11/1993 Indefinite	(also STINS SAMR3MGN1
Vessel SM00TH			XOX		Reciprocal TREAS-OFA 03-5D	Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also YARD SAMR3R9KS
Vessel SMP ARKHANGELSK			XUN		UW94G4KI Reciprocal TREAS-0FAC	Prohibition, PII data has 5/8/2022 Indefinite	SAMRN703D
Special Enti SMP BANK	71/11 SADOVNICHESKAYA STREET	MOSCOW	RUS	115035	H8UZKGGK Reciprocal TREAS-OFA 03-5D	HBUZKGGK Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask indefinite	(also SMP ESAMRADYPP
Special Enti SMP BANK OPEN JOINT-STOCK COMPANY			N)		CA8LUE7VI Reciprocal TREAS-OFA 03-SD	CABLUETVI Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SMP ES4MR4DYPR
Vessel SMP NOVODVINSK			M		UWAVKB91Reciprocal TREAS-0FAC	Prohibition, Pli data has 5/8/2022 Indefinite	SAMRN703F
Vessel SMP SEVERODVINSK			MOX		UWDSRNSI Reciprocal TREAS-OFAC	Prohibition, Pli data has 5/8/2022 Indefinite	S4MRN703G
Special Enti SN TEOWOOL	6FCHEUU CHEUU-DO	SEOUL	ğ		CONTYWN Reciprocal ARMY	Ineligible (Proceedings 6/20/2019 6/20/2039	S4MR8HR29
Firm SNAP OFFICE SUPPLIES, LLC	2412 GRANSUITE 2	ROCKVILLE VA	ASO	23146	L4CYKW8X Reciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY SAMRSBQE 7RVT1
Special Enti SNGB AO	19 KUKUYEVITSKOGO STREET	SURGUT	SES	628400	D97VAQ4AReciprocal TREAS-OFAC	Prohibition, PII data ha: 1/26/2018 Indefinite	SAMROPSZM
Special Enti SNIPER AFRICA	P.O. BOX 28215	KENSINGTON	ZAF	2101	US73TKLBL Reciprocal TREAS-OFA 03-50	US73TKIBL Reciprocal TREAS-OFA 03-SDGT-0: Prohibition, PII data has been mask Indefinite	(also SNIPE SAMR3QBML
Special Enti SNIPER OUTDOOR CC		X	USA		FRVSWUCTReciprocal TREAS-OFA 03-5D	FRVSWUCI Reciprocal TREAS-OFA 03-SDGT-0. Prohibition, PII data has been mask Indefinite	(also TRUE SAMR3NNXR
Special Enti SNIPER OUT DOORS CC		×	USA		Y9ZJEYJ3HI Reciprocal TREAS-OFA 03-5D	1921EVI3HI Reciprocal TREAS-OFA 03-SDGT-0. Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBMM
Vessel SO BAEK SAN			MOX		Reciprocal TREAS-OFAC	Prohibition, PII data has ######## Indefinite	SAMRGHNGS
Special Enti SO TVERNEFTEPRODUKT 000	6 NOVOTORZHSKAYA ULITSA	TVER	RUS		D8ZMP742 Reciprocal TREAS-OFAC	Prohibition, PII data has 1/26/2018 Indefinite	SAMROPSZI

SMITH GARDNER www.smithgardnerinc.com



### SOLID WASTE MANAGEMENT

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

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

RESOURCES

**DATE:** 9/3/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID

WASTE ANNUAL WATER OUALITY MONITORING & REPORTING

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

RESOURCES

### **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes Semi-Annual Water Quality Monitoring and Reporting, Monthly Leachate Reporting, and Quarterly GP Probe Monitoring.

The agreement amount shall not exceed \$96,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

### RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the September 16, 2024, Board of Commissioners agenda:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$96,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

### **ATTACHMENTS:**

Description

Board Approval of Bid Award

Service Agreement

Type

Backup Material

Backup Material

CLOSE

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024 6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN
QUEEN - KENNEDY MARIE WHITAKER
FIRST RUNNER UP - BAILEE SWINTON
SECOND RUNNER UP - SONIA ROSS
THIRD RUNNER UP - CHLOE JONES

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

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

### PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

CONSENT AGENDA

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

### NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVALAT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
  - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

### THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

### **Rezoning Cases**

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

### NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

### NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

### NOMINEE:

### JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

### NOMINEE:

### RYAN AUL

### DR. TORIKA FULLER

- 6. APPOINTMENTS
  - A. Home and Community Care Block Grant Committee (1 Vacancy)

### APPOINTED:

### SIGMA SMITH - AGING SERVICE PROVIDER

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

### APPOINTED:

### **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

### APPOINTED:

### JOEY SHORT

- CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

### **ADJOURN**

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

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



### SOLID WASTE MANAGEMENT

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

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMANDA L. BADER, P.E., GENERAL MANAGER FOR

**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

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		100	76	0		
Firm References	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	15	13			
Firm Qualifications Relevant Experience	25 points Max	25	25			
Firm Qualifications	20 Points Max	20	20			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

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

Vendors

		6	

## STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

### SERVICE AGREEMENT

This Agreement made this the 24th day of JULY 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

### WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$96,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager of Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager of Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager of Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

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

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

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

VENDOR:

COUNTY:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 Amanda L. Bader, General Manager of Natural Resources 698 Ann Street Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

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

ATTEST	COUNTY OF CUMBERLAND
ALLESI	
BY:	BY:
ANDREA TEBBE, Clerk	GLENN ADAMS, Chairman  Board of County Commissioners
SMITH GARDNER, INC.  ATTEST  BY: Acca a. Smyta  Joan A. Sonyta  Vice President	BY:  Name/Title STACET A. SMITH  PRESIDENT
This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  County Finance Office	Approved for Legal Sufficiency upon formal execution by all parties  S/30/24  County Attorney's Office  Bit approved over  3/18/24

SMITH+GARDNER

ENGINEERS-

ADDRESS

14 N. Boylan Avenue, Raleigh NC 27603

TEL

919.828.0577

WEB

www.smithgardnerinc.com

July 23, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE:

Cumberland County Solid Waste Management Environmental Monitoring Services Proposal FY 2024-25 Annual Engineering and Environmental Services

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for environmental monitoring services to be performed by S+G during FY 2024-25 for the County's solid waste management program. Tasks to be performed are as listed below.

### FY 2024-25 Annual Services

- 1. Semi-Annual Water Quality Monitoring and Reporting
- 2. Monthly Leachate Reporting
- 3. Quarterly GP Probe Monitoring
- 4. Annual Miscellaneous Services

The following presents the proposed scope (by task) and budget for the above-listed services.

### SCOPE OF SERVICES

### 1. Semi-annual Water Quality Monitoring and Reporting

S+G will perform semi-annual water quality monitoring at the facility to meet regulatory standards. Sampling will be performed in the fall 2024 and spring 2025. Water quality samples will be collected from up to 15 groundwater monitoring wells, five (5) surface water samples and the landfill leachate collection system in accordance with the NCDEQ approved Water Quality Monitoring Plan and NCDEQ water quality monitoring guidance. During these events (and for two additional events) S+G will also perform monitoring of the perimeter landfill gas probe network for methane, oxygen, and hydrogen sulfide.

Samples will be analyzed for NCDEQ required Detection Monitoring constituents including Appendix I constituents (metals and organics), Tetrahydrofuran, 1,4 dioxane, and general chemistry constituents. Additionally, PFAS constituents will be analyzed by Method 1633. Although the initial NCDEQ requirement for sampling PFAS is set to end before the fall event, all indications are that the requirement will be extended.

Ms. Amanda Bader, P.E. July 23, 2024 Page 2 of 3

Upon receipt of analytical data S+G will prepare a semi-annual monitoring report for submittal to the NCDEQ. Landfill gas perimeter probe monitoring reports will be submitted to the County (and the NCDEQ if exceedances are noted).

Schedule: Water Quality Reports will be submitted within 120 days of sample

collection.

#### 2. Monthly Industrial Use Wastewater Leachate Reporting

S+G will perform monthly leachate reporting in accordance with the PWC discharge permit requirements. We assume County personnel will perform the monthly sample collection using an automated sampler collecting over a 24-hour period and analysis for a variety of constituents, including PFAS by EPA Method 1633. Leachate laboratory analysis will be billed directly to the County and is not included in this budget.

Schedule: Monthly reporting.

#### 3. Quarterly GP Probe Monitoring

S+G will perform quarterly monitoring of GP perimeter probes at the facility (GP-1 through GP-12). After monitoring a report will be prepared for the landfill site records. Two of these monitoring events will be completed in conjunction with water quality monitoring as summarized above.

Schedule: Quarterly Reporting

#### 4. Non-Routine Services

S+G will perform additional non-routine services on an as-needed basis. These services may include:

- Well redevelopment to reduce turbidity;
- Seep response
- Groundwater Assessment (if required by the NCDEQ);
- Landfill gas perimeter probe exceedance response; or
- Other items.

Schedule: As-Needed.

#### BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Ms. Amanda Bader, P.E. July 23, 2024 Page 3 of 3

	Task	Proposed Budget
1.	Semi-Annual Water Quality Monitoring and Reporting	\$65,000
2.	Monthly Leachate Reporting	\$12,000
3.	Quarterly GP Probe Monitoring and Reporting	\$4,000
4.	Annual Non-Routine Services	\$15,000
	Total:	\$96,000

Smith Gardner, Inc. is pleased to be of continued service to Cumberland County. If you have any questions, or require additional information, please contact us at your earliest convenience.

Sincerely, SMITH GARDNER, INC.

-DocuSigned by:

Joan a. Smyth

Joan A. Smyth, P.G.

Vice President, Senior Hydrogeologist

joan@smithgardnerinc.com

DocuSigned by:

Stacey a. Smith

Stacey A. Smith, P.E. President, Senior Engineer

stacey@smithgardnerinc.com

Attachment: S+G Fee Schedule

cc: File



ENGINEERS-





#### 2024 FEE SCHEDULE

Staff Professional		Hourly Billing Rates*
President, Senior Engineer - Stacey A. Sn	nith, P.E.**	\$275/hour
Vice President, Senior Project Manager -	John M. Gardner, P.E.**	\$260/hour
Vice President, Senior Engineer - Pieter I	K. Scheer, P.E.**	\$250/hour
Vice President, Senior Project Manager -		\$220/hour
Vice President, Senior Geologist - C. Kev	in Anderson, P.G.**	\$210/hour
Vice President, Senior Hydrogeologist	Joan A. Smyth, P.G.**	\$205/hour
Principal, Senior Project Engineer - Grego		\$162/hour
Principal, Senior Civil Designer - Christop	her T. Janes**	\$160/hour
Principal, Senior Project Engineer - John	R. Fearrington, P.E.**	\$160/hour
Principal, Senior Project Engineer - Speni		\$160/hour
Senior Engineer – John D. Barnard, P.E.		\$215/hour
Senior Project Manager - Jon M. Dietz, Ph	.D.	\$215/hour
Senior Surveyor - Uljas J. Murphy, P.L.S. +		\$200/hour
Senior Project Manager - Gregory T. Farre		\$195/hour
Senior Geologist - Bobby J. Wolf, P.G.		\$195/hour
Senior Engineer – E. Fred Mussler, III, P.E.		\$175/hour
Senior Scientist - Matthew S. Lamb**		\$160/hour
Project Engineer – Jesse C. Li, P.E.		\$150/hour
GIS Analyst - Jason D. McMahon, GISP++ (	(UAS)	\$143/hour
Project Geologist - Clyde A. L. "CAL" Easter		\$142/hour
Project Engineer - Jonathan "Johnny" A. F		\$142/hour
Project Engineer - Matthew M.A.C. "Mac"		\$140/hour
Project Geologist - Seth C. Rickerts, P.G.		\$130/hour
Project Manager – Lou J. Krasuski@@		\$130/hour
Construction Consultant - Albert B. "Budd	ly" Bowers, Jr.	\$125/hour
Management Consultant - D. Scott Bost	Consider conversions or	\$125/hour
Construction Manager – Todd L. Scott		\$125/hour
Civil Designer – Robert V. Maynard, SI ** (I	JAS)	\$125/hour
Staff Surveyor – Chris W. Knox, SI	37/23/07	\$125/hour
Systems Administrator - Sam T. Spencer +	+(UAS)	\$125/hour
Field Services Manager - Byron S. Hackne		\$122/hour
Field Services Manager - Britt P. Ransom*		\$120/hour***
Construction Manager — Troy D. Mitchell+		\$115/hour
CAD Designer – Jeffrey R. Taylor	and a second	\$115/hour
Staff Engineer – Aubrie C. Miller		\$110/hour
Environmental Technician – Joshua C. Ru	e	\$105/hour
CAD Designer – L. Hal Blevins, III		\$105/hour
CAD Technician – Jacob Griffith		\$100/hour
Environmental Technician – Matthew Sta	gg	\$95/hour
Environmental Technician – Daniel J. Pan		\$90/hour
Staff Technician		\$75/hour
Clerical/Administrative Secretary		\$50/hour
Expert Witness/Legal Services		Negotiated
Reproduction Expenses		11111 1 W 64 000 000 000 000 000
Small Format (B size or smaller)	Black & White Color	\$0.10 per page \$0.40 per page
Large Format (C size or larger)		\$4 per sheet
Equipment		see Rate Sheet
Expenses & Fees		C+ . 100/
Direct Project Expenses * Rates are subject to review annually.		Cost + 10%
**Employee Owner		
***Accredited Asbestos Inspector (AAI) Se	rvices	+\$15/hour to rate
**FAA Small Unmanned Aircraft Systems (	UAS) Certificate & NC Commercial UAS Operator Permit Holder	+\$15/hour to rate
@@Federal Reference Method 9 Visible Er		+\$15/hour to rate

# Attachment A



#### REQUEST FOR QUALIFICATIONS (RFQ)

#### Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

#### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

#### MINIMUM QUALIFICATIONS

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

#### SUBMITTAL REQUIREMENTS

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

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

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

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

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

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

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

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

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

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

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

#### EVALUATION AND AWARD OF PROJECTS

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

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

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

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

#### **QUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 8, 2024. Questions received after this date and time will not be considered for response.

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

#### Attachments:

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

#### ATTACHMENT A: EXECUTION OF PROPOSAL

#### **EXECUTION**

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

The potential Contractor	certifies and/or understand	ls the following by	placing an "X" in all	blank spaces:
	The County has the right with deviated/omitted intinformation is considered contact vendors to require from a proposal packet. interest to do so, the Co- and/or to award only a page	formation, based on the daminor deviation est required inform Additionally, if the country reserves the second	n the County's discre- on or omission. The mation/documentatio he County determine right to award to one	tion if the omitted County will not that is missing it is in its best
	This proposal was signed	d by an authorized	representative of the	Contractor.
	The potential Contractor and supplies associated v			
	All labor costs associated direct and indirect costs.	d with this project	have been determined	d, including all
	The potential Contractor exceptions.	agrees to the con-	ditions as set forth in	this RFP with no
undersigned offers and Vendor agrees to hold fi Failure to execute/sign	Selection of a contract qualifications of the verbinding acceptance of Commissioners, or its decrease with the foregoing RF agrees to furnish the serving rm offer through contract proposal prior to submit	ndor. Vendor un- fer occurs until signee, executes a P, and subject to ces for the prices execution.	derstands and agree the Cumberland C formal contract and/o all terms and condi- quoted within the tin	s that no legally ounty Board of or purchase order. tions thereof, the neframe required.
REJECTED.				
VENDOR:				
STREET ADDRESS:			P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
PRINCIPAL PLACE O' VENDORS ITEM #10):	F BUSINESS ADDRESS	S IF DIFFERENT	FROM ABOVE (	SEE INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:		
VENDOR'S AUTHORIZED SIGNATURE:		DATE:	EMAIL:	

### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

each statement of its certification and di	, certifies or affirms the truthfulness and accuracy of sclosure, if any. In addition, the Contractor understands .C. Chap. 38, Administrative Remedies for False Claims and disclosure, if any.
Signature of Contractor's Authorized Off	ficial
Name and Title of Contractor's Authoriz	ed Official
Date	

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

	, being first duly swo	rn, deposes and says that:
I. He/She is thesubmitted the attached proposa	of	, the proposer that has
2. He/She is fully informed res	pecting the preparation ar	nd contents of the attached proposal and of
3. Such proposal is genuine an	d is not a collusive or sha	m proposal.
employees or parties in interest or agreed, directly or indirectly sham proposal in connection we or to refrain from proposing in indirectly sought by agreeme proposer, firm or person to fix or to fix any overhead, profit proposer or to secure through advantage against the County of 5. The price or prices quoted in collusion, conspiracy, connivational agents, representatives, owners	c, including this affiant, has y, with any other propose with the contract for which in connection with such cent or collusion of commethe price or prices in the arror cost element of the proposal are the attached proposal are ince or unlawful agreements, employees, or parties in	partners, owners, agents, representatives, in any way colluded, conspired, connived er firm or person to submit a collusive or the attached proposal has been submitted ontract, or has in any manner, directly or nunication or conference with any other trached proposal or of any other proposers, roposal price of the proposal of any other connivance or unlawful agreement any son interested in the proposed contract; and a fair and proper and are not tainted by any not on the part of the proposer or any of its a interest, including this affiant.
Signature		
Printed Name:		
Title:		
Date:		
Subscribed and Sworn to Befo	re Me,	
This day of	<del>-</del>	
Notary Public		
My Commission Expires:		

# ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

#### 1. Drug Free Workplace Requirements

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

#### 2. Contractor Compliance

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

#### 3. Conflict of Interest

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

#### 4. Mandatory Disclosures

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

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

#### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### Federal Water Pollution Control Act:

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

#### 7. No Obligation by Federal Government

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

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

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

#### 9. Changes

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

#### 10. Termination

- (1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

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

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

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

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

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

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

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

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

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

#### 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

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

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

#### 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 13. Equal Employment Opportunity

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

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

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

#### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

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

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- · Meeting contract performance requirements.
- At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 19. Safeguarding Personal Identifiable Information:

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

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

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

#### 21. Byrd Anti-Lobbying Amendment

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

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

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

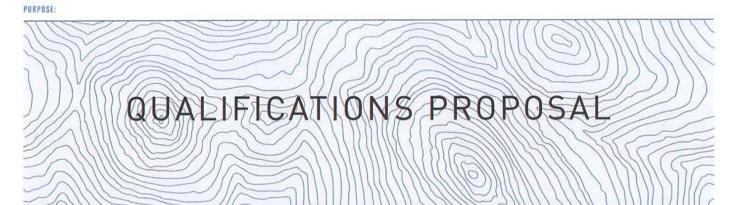
Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

Vendors  20 Points Max	Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
*If additional space is needed for notes, see attached				15 Points Max	25 Points Max	15 Points Max		
Additional Notes *If additional space is needed for notes, see attached							0	
*If additional Notes  *If additional space is needed for notes, see attached							0	
							0	
	dors	,	*If additonal s	Additional N pace is needed f	lotes lor notes, see att:	ached		

Evaluators Name:

# Attachment B

# SMITH+GARDNER



CLIENT:

CUMBERLAND COUNTY, NORTH CAROLINA PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS
SOLID WASTE WATER QUALITY SERVICES



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

LIENT. COMBERCAND COONT, NORTH CAROLINA

02/08/2024

TRANSMITTAL LETTER

SMITH+GARDNER

CORPORATE ADDRESS

14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE 919.828.0577 AX

919.828.3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications

Solid Waste Water Quality Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

**Proven Solid Waste Experience -** S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

**Proximity to and familiarity with NCDEQ and Cumberland County -** S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

Stacy a. Smith, P.E.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com Joan Smyth

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

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CERTIFICATES OF INSURANCE

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## INTRODUCTION

#### **RESOURCE MANAGEMENT**

Solid, Hazardous, and Industrial Waste
Pre-Project Due Diligence and Planning
Site Characterization and Site Studies
Facility Design and Permitting
Landfills; New Cells, Expansion Cells
Transfer Stations, Convenience Centers
Operations Support
Education and Training
Peer Review/ Expert Witness
Project Procurement and Construction
Bid Procurement
Construction Administration & CQA
Budgeting, Feasibility and Financial Modeling
Facility Closure and Post-Closure

#### RECOVERY

Renewable Energy

**Biomass** 

Solar

Landfill Gas

Compost Materials

Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation:

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

Auditing

Waste Reduction

Solid Waste Facility Mining

#### REMEDIATION

**Environmental Site Assessment** 

Phase I and Phase 2 ESAs

Water Quality

Environmental Monitoring and Compliance Monitoring System Design and Permitting

Groundwater and Surface Water

ordinawater and duriace wat

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization

Air Quality Permitting and Compliance

Asbestos Management and Compliance



#### SMITH GARDNER, INC.

Stacey A. Smith, P.E.
President, Senior Engineer
14 N. Boylan Ave.
Raleigh, NC 27603
Telephone: (919) 828-0577
stacey@smithgardnerinc.com



#### INTRODUCTION

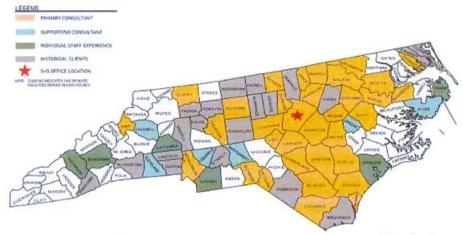
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

#### WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



#### **OUR MISSION**

S+6's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



#### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

#### Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

#### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

# <u>Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance</u>

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

#### Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PFOA which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

#### **OUR PROMISE**

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



#### PROJECT UNDERSTANDING CONT.

#### Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

#### Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

#### Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

#### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



#### PROJECT UNDERSTANDING CONT.

#### Dewatering Design for Solid Waste Facilities

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

#### Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

#### **Data Management**

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

# FIRM SERVICES

#### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



#### FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

#### Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

#### Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

#### Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

#### ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

#### Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

#### **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

#### NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

#### Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

#### Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

#### COMMITMENT

S+6 is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



#### FIRM SERVICES CONT.

#### **Public Notices and Meetings**

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

#### Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

#### Economic Planning and Forecasting

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

#### **Grant Funding Applications**

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

#### **EXPERIENCE**

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

#### FIRM SERVICES CONT.

#### **Grant Funding Applications Cont.**

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

#### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

			Res	sourc	e Manag	geme	nt							Recover	У					350		T.		Reme	diation				
RESOURCE MANAGEMENT RECOVERY  S+G  REMEDIATION  Client Contact	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment (Ph. 1 / 2)	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	×	х	х	х	х	х	х	x	X	х	x	х	x	x					х		х	X	х	×	х	х	Х		X
Bladen County, NC Kip McClary	х	x	x	x	×	x	×							x					x				x		W				
City of High Point, NC Robby Stone, P.E.	x	х	×	X	×	х	x	x	x	x	x	x		x			x		x	x	×		x			x	x	x	
Cumberland County, NC Amanda Bader	×				×	x	x	x	x	x			х		x			×	x	x	x	x	х	×		x	x	x	
Davidson County, NC Charlie Brushwood	×	х	x	X	×	х	×	x	х	x	x	х		x		x		x	X	x	×		х	X		х	х	х	
Halifax County, NC Chris Williams	×	х	x	X	×	х	х	x	x			×		x					x		×	X	x	×		x	x		
Harnett County, NC Chad Beane	x	x	х	x	X	х	x	×	×										X		x		х	х		х	x		
Johnston County, NC Brian Beasley	x	x	x	х		х	x	х		x	х		х	X					X	x	x		х	x	x		x	х	
Martin County, NC Justin Harrison	x	x	х			х	X	x	x										х				x			х			
Person County, NC Ray Foushee						х					X	X	х	х	x				X		х	x		X					
Sampson County Disposal LF (NC) Bryan Wuester	×	x	x	x		x	х	X	x	x	х	x	х	x					X	x	x		x			Х		х	
Scotland County, NC Bill Lash	х	х	х	x	×	x	х	x	x					x					X		x	x	х	X		х	х		х
Washington County, NC Danny Reynolds	×	х	х			х	x												x		X		х						
Wayne County, NC Randy Rogers											x	x	х			is,				x			х						
GFL South Wake Landfill (NC)	x	х	Х			X		X	Х																	X			

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

#### CUMBERLAND COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- »LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- »Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

#### Client Reference:

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

#### FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

**Environmental and Compliance Services** - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

**Due Diligence and Site Investigation Services** - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

**Environmental Justice Public Meeting Assistance** - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

#### SAMPSON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Closure
- » Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- »Construction Administration/CQA
- » Wetland Creation
- » Wetland Permitting
- »Stormwater Monitoring/Reporting
- » Air Quality Permitting
- » Greenhouse Gas Reporting

# RESOURCE MANAGEMENT RECOVERY

#### Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

#### ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

**Description** – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

**GHG Reporting** – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

#### DAVIDSON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- »Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- » Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- »Stormwater Compliance

# RESOURCE MANAGEMENT RECOVERY

#### Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303

charlie.brushwood@davidsoncountync.gov

#### DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two (2) lined landfills, two (2) unlined landfills and one (1) C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy – S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

#### JOHNSTON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- » Water Quality Monitoring, Assessment, and Remediation
- »Landfill Closure
- »Landfill Gas to Energy
- » Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- »Stormwater Compliance

RESOURCE MANAGEMENT RECOVERY REMEDIATION

#### Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

#### SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

**Groundwater Assessment** – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

**General Financial Studies (1997 to Present)** - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

#### SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- » Groundwater Monitoring and Management

#### RESOURCE MANAGEMENT

#### DOBSON, NORTH CAROLINA / 2021 - PRESENT

Description - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

Environmental and Compliance Services- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

Air Quality Services - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

Engineering Services - Annual survey and capacity evaluation and miscellaneous engineering services.

**Client Reference:** 

Surry County Landfill

Ms. Jessica Montgomery, P.E., County Engineer

336.401.8376

montgomeryj@co.surry.nc.us

#### DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Budgeting
- »Scheduling
- » Grant Narrative Review

#### Client Reference:

DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

Description - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

> **Durham County** Ms. Chrissie Koroivui

Solid Waste Program Manager

919.560.0442

mkoroivui@dconc.gov

#### HARNETT COUNTY - DUNN-ERWIN LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Water Quality Monitoring
- » Landfill Gas Monitoring

#### **RESOURCE MANAGEMENT**

#### DUNN, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

**C&D** Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

Environmental Evaluation and Monitoring - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

**Firing Range Design** - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

**Client Reference:** 

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004

cbeane@harnett.org

#### HARNETT COUNTY - ANDERSON CREEK LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Gas Monitoring
- »Water Quality Monitoring
- »Transfer Station Permit Renewal

#### **RESOURCE MANAGEMENT**

#### SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

**C&D Landfill Expansion Permit** - S+G designed and permitted an expansion for the C&D landfill at this facility.

**Transfer Station Permit Renewal** - S+G prepared the renewal permit for the active transfer station at this facility.

**Environmental Evaluation and Monitoring** - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

**Client Reference:** 

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director

910.814.6004

cbeane@harnett.org

#### **EMPLOYEE OWNED**

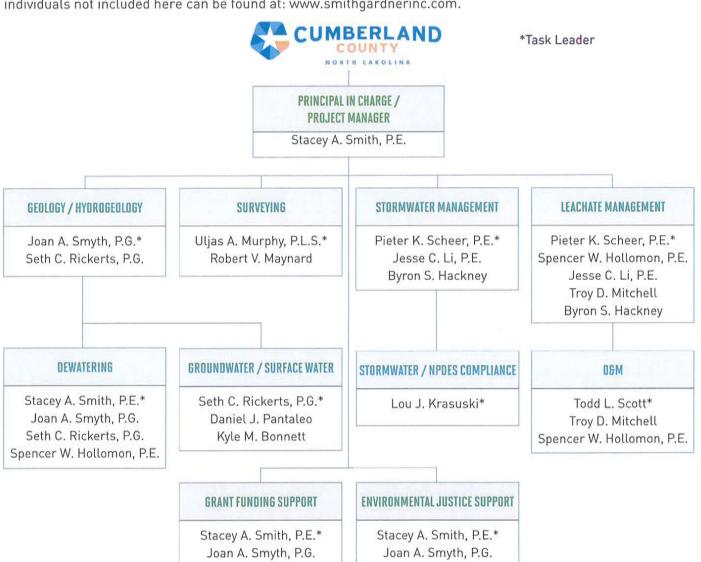
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



#### ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



Wanu Organics

Tate Consulting

#### STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC

#### **Academic Credentials:**

B.S. Civil Engineering (Construction), 1992
North Carolina State University, Raleigh, NC
M.C.E.Civil Engineering (Geotechnical), 2004
North Carolina State University, Raleigh, NC

#### **Duties:**

2006 - Present – President 2000 - Present – Board of Directors

#### **Professional Credentials:**

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD, MI, MO, NC, OK, PA, SC, TN, TX, USVI, VA, WI, NCEES & USCEIP

#### **Employment Record:**

1996 - Present – Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc.

#### Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

#### Professional Activities:

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

#### Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

#### JOAN A. SMYTH, P.G., RSM

#### Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

#### Duties:

2016 - Present - Vice President

2010 - Present - Board of Directors

1998 - Present - Secretary

#### Professional Credentials:

Professional Geologist - NC, SC Registered Site Manager - NCDEO's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

#### **Employment Record:**

1994 - Present - Smith Gardner, Inc.

1992 - 1994 - ATEC Associates, Incorporated

1989 - 1992 - International Technology Corporation

#### Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

#### **Professional Activities:**

Solid Waste Association of North America - PFAS Group

NCDEQ Rule Review Committee - Environmental Monitoring Rules

Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences

Association of State Boards of Geology - Council of Examiners

#### Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body"

NC Solid Waste Assoc, of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?"

Association of Environmental and Engineering
Geologists (AEG) Webinar, 2021

"Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018

"Landfills and Groundwater - A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016

#### Senior Hydrogeologist - Raleigh, NC



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

#### PIETER K. SCHEER, P.E.

#### Senior Engineer - Raleigh, NC



preparation of CQA reports.

Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

# Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

#### **Academic Credentials:**

B.S. Civil Engineering, 1990 North Carolina State University, Raleigh, NC

M.S. Civil Engineering, 1992 North Carolina State University, Raleigh, NC

#### Duties:

2012 - Present – Vice President 1996 - Present – Board Member

#### Professional Credentials:

Professional Engineer – NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

#### **Employment Record:**

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

#### Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

#### **Professional Activities:**

American Society of Civil Engineers
American Society for Testing and Materials D35
Committee
Environmental Research and Education Foundation

(EREF) Research Council

Solid Waste Association of North America

#### Selected Publications & Presentations:

Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.

Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.

Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.

Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico.

#### Academic Credentials:

B.S. Civil Engineering, 2014
North Carolina State University, Raleigh, NC
M.C.E Civil Engineering, 2016
North Carolina State University, Raleigh, NC

#### **Professional Credentials and Certifications:**

Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

#### **Employment Record:**

2013 - Present - Smith Gardner, Inc.

#### Areas of Expertise:

Civil Site Analysis
Construction Quality Assurance (CQA)
Waste Characterization
Leachate Management
Stormwater Management
Site Permitting

#### **Professional Activities:**

American Society of Civil Engineers (ASCE)
Solid Waste Association of North America (SWANA)

#### SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

#### Academic Credentials:

A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH

B.S. Geography, 2013
Appalachian State University, Boone, NC

#### **Professional Credentials and Certifications:**

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

#### **Employment Record:**

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

#### Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

#### Professional Activities:

North Carolina Society of Surveyors

#### ULJAS A. MURPHY, PLS

#### Senior Surveyor- Raleigh, NC



Mr. Murphyhasworkedwithmunicipalandprivate landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

#### SETH C. RICKERTS, P.G.

#### Project Geologist - Raleigh, NC

#### **Academic Credentials:**

B.S. Environmental Geology, 2015
Appalachian State University, Boone, NC
Professional ESRI GIS Certification
Appalachian State University, Boone, NC

#### **Professional Credentials:**

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

#### **Employment Record:**

2018 - Present — Smith Gardner, Inc. 2016 - 2018 — TRIMAT Materials Testing

#### Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

#### **Professional Activities:**

**USGS Volunteer** 



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

#### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



#### CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
And Approved and the Orange Hall And Approved Approved to the Hall Approved Approved to the Hall Approved Appro		Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	cer W. Hollomon, P.E. 30% Cumberland County LFG System	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
		South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$120,000 \$140,000 Various \$10,000 \$35,000 ill Various \$200,000	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
		Bladen LCID Permit Application	\$35,000	Q2/2024
		SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

#### ATTACHMENT A: EXECUTION OF PROPOSAL

#### **EXECUTION**

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

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

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

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

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

VENDOR: Smith Gardner, Inc.			
STREET ADDRESS: 14 N. Boylan Avenue		P.O. BOX:	ZIP: 27603
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603			TOLL FREE TEL. NO: 28-0577
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	S IF DIFFERENT	FROM ABOVE (SE	EE INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING OVENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgardn	erinc.com

### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

ne Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of characteristics of its certification and disclosure, if any. In addition, the Contractor understands
ch statement of its certification and disclosure, if any. In addition, and disclosure, if any. In addition, and disclosure, if any. describing the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described the provision of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims described the second
gnature of Contractor's Authorized Official
tacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024 Date

# ATTACHMENT C: NONCOLLUSION AFFIDAVIT

# NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

O. C. Grand and Co.		
Stacey A. Smith	_, being first duly sworn, deposes a	nd says that:
l. He/She is the President	of Smith Gardner, Inc.	, the proposer that has
submitted the attached proposal.		
2. He/She is fully informed respe all pertinent circumstances respe	ecting the preparation and contents of ecting such proposal.	f the attached proposal and of
3. Such proposal is genuine and	is not a collusive or sham proposal.	
employees or parties in interest, or agreed, directly or indirectly, sham proposal in connection with or to refrain from proposing in indirectly sought by agreement proposer, firm or person to fix the or to fix any overhead, profit of proposer or to secure through advantage against the County of S. The price or prices quoted in collusion, conspiracy, connivant agents, representatives, dwnfars, Signature  Printed Name: Stacey A. Smith Title: President  Date: 02/07/2024		erson to submit a collusive or d proposal has been submitted has in any manner, directly or or conference with any other rosal or of any other proposers, e of the proposal of any other or unlawful agreement any d in the proposed contract; and oper and are not tainted by any rt of the proposer or any of its cluding this affiant.
Subscribed and Sworn to Before This 7th day of February	re Me, /	BRENT C. AIKMAN NOTARY PUBLIC
Notary Public Brent C. Aikn	nan, Wake County, N.C.	My Commission Expires 7-19
My Commission Expires: 01/	19/2028	



#### NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

#### This is to Certify that:

<u>Smith Gardner, Inc.</u> is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering and land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

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

License No.: F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

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

REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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PO	Box 31508				E-MAIL ADDRE	ss: tmeadow:	s@insure-nc.co	om			
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	14 N Boylan Avenue										· ·
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PRODUCER TRACY MEADOWS PHONE (A/C, No, Ext): E-MAIL ADDRESS: (919) 781-1115 FAX (A/C, No): (919) 783-6427 **INSURE** TMEADOWS@INSURE-NC.COM PO BOX 31508 RALEIGH NC 27622 INSURER(S) AFFORDING COVERAGE NAIC# CONTINENTAL CASUALTY COMPANY 20443 INSURER A: INSURED INSURER B : SMITH GARDNER INC INSURER C: 14 N BOYLAN AVENUE INSURER D RALEIGH NC 27603 INSURER E INSURER F : COI 2022-2023 COVERAGES CERTIFICATE NUMBER: **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDLISUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE POLICY NUMBER INSD WVD COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED CLAIMS-MADE \$ PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRODUCTS - COMP/OP AGG \$ OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY \$ ANY AUTO BODILY INJURY (Per person) \$ OWNED SCHEDULED BODILY INJURY (Per accident) \$ AUTOS ONLY HIRED AUTOS ONLY AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE \$ (Per accident) \$ UMBRELLA LIAB OCCUR EACH OCCURRENCE \$ EXCESS LIAB AGGREGATE CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY YIN ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE f yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT PER CLAIM: \$5,000,000 PROFESSIONAL LIABILITY/ EEH 13 333 52 62 08/21/2022 08/21/2023 AGGREGATE: \$5,000,000 POLLUTION INCIDENT LIABILITY DEDUCTIBLE: \$25,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR INFORMATION ONLY AUTHORIZED REPRESENTATIVE

# APPENDIX B SAM/EPLS LIST

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		XUN		PAN9HMX1Reciprocal TREAS-OFAC	Prohibition, PII data has 5/23/2019 Indefinite	(also SMILES4MR8X4RR
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#### SOLID WASTE MANAGEMENT

#### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL

RESOURCES

**DATE:** 9/3/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR SOLID

WASTE STORMWATER COMPLIANCE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE BADER, PE, GENERAL MANAGER FOR NATURAL

RESOURCES

#### **BACKGROUND**

At the March 18, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide solid waste water quality services to assist the County with the design on leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting, and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the Service Agreement, which includes eDMR Reporting, Monitoring of Weather Stations located at the Ann Street Landfill and Wilkes Road Treatment and Processing Facility, and conduct onsite training for facility personnel for spill response, spill cleanup and preventative maintenance.

The agreement amount shall not exceed \$25,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Solid Waste Fiscal Year 2025 budget.

#### RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the September 16, 2024, Board of Commissioners agenda:

- 1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$25,000.
- 2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

#### **ATTACHMENTS:**

Description Type
Board Approval of Bid Award Backup Material
Service Agreement Backup Material

CLOSE

# ACTION AGENDA CUMBERLAND COUNTY BOARD OF COMMISSIONERS COURTHOUSE - ROOM 118 MARCH 18, 2024 6:45 PM

INVOCATION - Vice Chairwoman Toni Stewart

EBONY CHISOLM PROVIDED THE INVOCATION AND LED THE PLEDGE OF ALLEGIANCE

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Fayetteville-Cumberland Youth Council Members

FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL MEMBERS WERE NOT IN ATTENDANCE

RECOGNITIONS

Fayetteville State University Hometown Bronco Queens

FAYETTEVILLE STATE UNIVERSITY HOMETOWN BRONCO QUEENS WERE RECOGNIZED BY THE BOARD OF COMMISSIONERS.

LITTLE MISS HOMETOWN BRONCO QUEEN QUEEN - MADISON MCLAUGHLIN FIRST RUNNER UP - ALYVIA ADDERLY

PRETEEN MISS HOMETOWN BRONCO QUEEN
QUEEN - KENNEDY MARIE WHITAKER
FIRST RUNNER UP - BAILEE SWINTON
SECOND RUNNER UP - SONIA ROSS
THIRD RUNNER UP - CHLOE JONES

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

COMMISSIONER TONI STEWART WAS APPOINTED BY GOVERNOR ROY COOPER TO SERVE ON THE NORTH CAROLINA STATE HEALTH COORDINATING COUNCIL.

JUDGE TONI KING ADMINISTERED THE OATH TO COMMISSIONER STEWART.

#### PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH ADDITION OF CLOSED SESSIONS FOR ATTORNEY-CLINT PRIVIELEGE PURSUANT TO NCGS 143.318.11(a)(3) AND ECONOMIC DEVELOPMENT MATTER PURSUANT TO NCGS 143.318.11(a)(4)

CONSENT AGENDA

A. Approval of Proclamation Recognizing March 2024 as Women's History Month

Approved

Approved

- B. Approval of Proclamation Recognizing March 2024 as Social Workers Month
- C. Approval of Formal Bid Award for Solid Waste Service Truck

THE BOARD OF COMMISSIONERS APPROVED AWARDING INVITATION TO BID NUMBER 24-9 SW TO PIEDMONT TRUCK CENTER, INC BASED ON LOWEST RESPONSIBLE BIDDER STANDARD OF AWARD

D. Approval of Formal Bid Award and Contract for Cumberland County Community Transportation Program Services

THE BOARD OF COMMISSIONERS APPROVED AWARD FOR CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM SERVICES TO B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT, INC AND CHAPMANS MANAGEMENT COMPANY USING THE UNIFORM GUIDLEINES BEST OVERALL STANDARD OF AWARD AND DELGATED AITHORITY TO THE COUNTY MANAGER TO SIGN ANY CONTRACT AMENDMENTS WITH B&W TRANSPORTING INCORPORATED, FAMIKS TRANSPORT INC, AND CHAPMANS MANAGEMENT COMPANY AFTER APPROVAL OF PRE-AUDIT AND LEGAL SUFFICIENCY.

Approved

E. Approval of the Cumberland County Community Transportation Program (CTP) Public Transportation Agency Safety Plan (PTASP)

Approved

F. Approval of the Community Transportation Program (CTP) Americans with Disabilities Act (ADA) Policy

Approved

- G. Approval of FY24 Cumberland County Community Transportation Program (CTP) System Safety Plan (SSP) Updates
- H. Approval of 2023 Portable Radio Project Grant Award and Associated Budget Ordinance Amendment B#240221

THE BOARD OF COMMISSIONERS APPROVED BUDGET ORDINANCE AMENDMENT B#240221 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$60,489 AND ACCEPTANCE OF GRANT AWARD FOR 2023 PORTABLE RADIO PROJECT AND AUTHORIZATION FOR COUNTY MANAGER TO SIGN THE GRANT AWARD AGREEMENT

I. Proof of Publication of Notice of Public Hearing Held March 4, 2024

#### NO BOARD ACTION REQUIRED

Approved

J. Approval of Contract for Production Drive Extension and Site Preparation for Sandhills Road Industrial Site

Approved

- K. Approval of Budget Ordinance Amendments for the March 18, 2024 Board of Comissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
  - 1. Request for Qualifications (RFQ) for Solid Waste Gas Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE GAS SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVAL AT FUTURE BOARD OF COMMISSIONERS MEETING.

2. Request for Qualifications (RFQ) for Solid Waste Water Quality Services

ACCEPTED THE SELECTION OF SMITH GARDNER, INC AS THE PREFERRED CHOICE FOR THE SOLID WASTE WATER QUALITY SERVICES AND GRANTED PERMISSION TO ENTER NEGOTIATIONS FOR THE DETAILED SCOPE OF WORK, COST OF SERVICES AND PREPARE CONTRACT FOR APPROVALAT FUTURE BOARD OF COMMISSIONERS MEETING.

3. Resolution to Accept NCDEQ Grant Award for Ann Street Landfill Sediment Ponds

THE BOARD OF COMMISSIONERS APPROVED THE RESOLUTION FOR THE ACCEPTANCE OF THE GRANT AWARD AND DESIGNATED THE COUNTY MANAGER AS THE AUTHORIZED REPRESENTATIVE FOR THE PROJECT

Approved

4. Fiscal Year 2024 Health Insurance Benefit Plan Changes

- 3. PUBLIC HEARINGS
  - A. Case # MH-6638-2023 Order to Demolish or Remove a Dilapidated Structure Located at 3376 King Charles Road, Fayetteville, NC

#### THE BOARD OF COMMISSIONERS CONDUCTED A HEARING AND APPROVED THE DEMOLITION ORDER

#### **Rezoning Cases**

Approved

- B. Case ZON-23-0035
- C. Case ZON-23-0037

DENIED THE REZONING REQUEST FROM R10 RESIDENTAL DISTRICT TO R6A RESIDENTIAL DISTRICT AND APPROVED THE ALTERNATE REZONING TO R20A RESIDENTIAL DISTRICT

D. Case ZON-24-0001

APPROVED THE REZONING REQUEST FROM R40A RESIDENTIAL DISTRICT TO R30 RESIDENTIAL DISTRICT AND APPROVAL IS AN AMENDMENT TO THE ADOPTED, CURRENT SOUTH-CENTRAL LAND USE PLAN

E. Case ZON-24-0002

APPROVED THE REZONING REQUEST FROM M(P) PLANNED INDUSTRIAL DISTRICT, C(P)/CU PLANNED COMMERCIAL CONDITIONAL USE DISTRICT, AND M(P)/CU PLANNED INDUSTRIAL CONDITIONAL USE DISTRICT TO C(P) PLANNED COMMERCIAL DISTRICT SUBJECT TO USE RESTRICTION OF CURRENT COLISEUM DEVELOPMENT OVERLAY

- ITEMS OF BUSINESS
  - A. Consideration of Proposed Schedule for Fiscal Year 2025 Budget Work Sessions and Budget Public Hearing

ADOPTED THE SCHEDULE FOR FY25 BUDGET WORK SESSIONS AND PUBLIC HEARING AS RECOMMENDED

B. Consideration of a Resolution from Community Development Foundation Requesting Funds to Provide Services for Developing the Black Voice and History Museum

THE BOARD OF COMMISSIONERS ADOPTED A MOTION TO ACCEPT THE RESOLUTION AND DIRECTED THE CONTRACT APPROVED JANUARY 16, 2024, BE SIGNED BY THE COUNTY MANAGER TO BECOME EFFECTIVE

C. Consideration of Design-Build Team Selection for Government Services Center Parking Deck

APPROVED SELECTION OF SAMET/CREECH AS THE PREFERRED CHOICE TO PROVIDE PROFESSIONAL SERVICES IN THE FORM OF A DESIGN-BUILD TEAM FOR THE GOVERNMENT SERVICES CENTER PARKING DECK PROJECT AND GRANT STAFF PERMISSION TO NEGOTIATE A CONTRACT FOR THESE SERVICES WHICH WILL BE PRESENTED TO THE BOARD FOR APPROVAL AT A FUTURE MEETING

- 5. NOMINATIONS
  - A. Civic Center Commission (3 Vacancies)

#### NOMINEES:

DWIGHT THOMSPON JOSHUA CHOI KENNETH BURNS PETER PAPPAS JAMI MCLAUGHLIN

B. Fayetteville-Cumberland Human Relations Commission (4 Vacancies)

#### NOMINEES:

SARAH BURTON MICHAEL LONG LAURA MUSSLER DONNA PELHAM C. Joint Fort Liberty & Cumberland County Food Policy Council (1 Vacancy)

#### NOMINEE:

#### JOYCE ADAMS

D. Cape Fear Valley Board of Trustees (1 Vacancy)

#### NOMINEE:

#### RYAN AUL

#### DR. TORIKA FULLER

- 6. APPOINTMENTS
  - A. Home and Community Care Block Grant Committee (1 Vacancy)

#### APPOINTED:

#### SIGMA SMITH - AGING SERVICE PROVIDER

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

#### APPOINTED:

#### **CHARLES MCLAURIN**

C. Farm Advisory Board (1 Vacancy)

#### APPOINTED:

#### JOEY SHORT

- CLOSED SESSION: If Needed
  - A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
  - B. Economic Development Matter Pursuant to NCGS 143.318.11(a)(4)

#### **ADJOURN**

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

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



#### SOLID WASTE MANAGEMENT

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

TO:

**BOARD OF COUNTY COMMISSIONERS** 

FROM:

AMANDA L. BADER, P.E., GENERAL MANAGER FOR

**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

Evaluators Name:

Summary Sheet

Notes *Additional Notes Below*						
Total		100	76	0		
Firm References	15 Points Max	15	15			
Project Team Qualifications	15 Points Max 25 Points Max 15 Points Max	25	24			
Project Approach including Schedule	15 Points Max	15	13			
Firm Qualifications Relevant Experience	25 points Max	25	25			
Firm Qualifications	20 Points Max	20	20			
Vendors		Smith Gardner, Inc.	HDR of the Carolinas, Inc.			

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

Vendors

		6	

## STATE OF NORTH CAROLINA COUNTY OF CUMBERLAND

#### SERVICE AGREEMENT

This Agreement made this the \_\_\_\_\_day of August 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

#### WITNESSETH

WHEREAS, the COUNTY is in need of Solid Waste Water Quality Services at the Ann Street Landfill, and

WHEREAS, the COUNTY issued an RFQ, included as Attachment A and incorporated herein by reference, to Solid Waste Water Quality Services; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as Attachment B and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Solid Waste Water Quality Services to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

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

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

TERM: The term of this Agreement shall be from execution date of this contract through, 30<sup>th</sup> day of June, 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of \$25,000 over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

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

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

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager of Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager of Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager of Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

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

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

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

VENDOR:

COUNTY:

Smith Gardner, Inc. 14 N. Boylan Avenue Raleigh, NC 27603 Amanda L. Bader, General Manager for Natural Resources 698 Ann Street Fayetteville, NC 28301

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

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

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

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

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

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

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

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

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

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

	COUNTY OF CUMBERLAND
ATTEST	
BY:ANDREA TEBBE, Clerk	BY: GLENN ADAMS, Chairman Board of County Commissioners
SMITH GARDNER, INC.  ATTEST  BY: Acc Q. Smyte  Joan A. Smyte  Vice President	BY:  Name/Title STACE A. SMITH  PRESIDENT
This instrument has been Pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.  Local County Finance Office	Approved for Legal Sufficiency upon formal execution by all parties  8/39/24  County Attorney's Office  BOL Approved award  3/18/14



ADDRESS

14 N. Boylan Avenue, Raleigh NC 27603

TEL 919.828.0577

www.smithgardnerinc.com

August 5, 2024

Ms. Amanda L. Bader, P.E., Director Cumberland County Solid Waste Management Department 698 Ann Street Fayetteville, NC 28301

RE: Engineering Services Proposal

Cumberland County Stormwater Compliance

Dear Ms. Bader:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance with the stormwater compliance at the Cumberland County Ann Street Landfill facility and Wilkes Road Compost facility located in Fayetteville, North Carolina. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

#### SCOPE OF SERVICES

### Task 1: eDMR Reporting

A. <u>Prepare and submit Discharge Monitoring Reports.</u> S+G will prepare and submit eDMRs as required (monthly or quarterly). Prepared eDMRs will be based on laboratory results provided to S+G by Cumberland County. *Reporting requirements are determined by the General Permits, (NCG120000 & NCG240000) and outfall tier status.* 

### Task 2: Training

A. <u>Conduct onsite training.</u> S+G will prepare and provide the required annual training for facility personnel with responsibilities for; spill response and cleanup, preventative maintenance activities, and for any of the facility's operations that have the potential to contaminate stormwater runoff.

#### Task 3: Weather Stations

A. Monitor Weather Station. S+G will monitor a Davis Vantage Pro2 weather station at each facility (Ann St. & Wilkes Rd.) and renew subscription services annually. Access to the weather station will provide necessary rain data for reporting purposes.

Ms. Amanda Bader, P.E. August 5, 2024 Page 2 of 3

## Task 4: Miscellaneous Engineering and Operations Services (On-Call)

A. <u>Miscellaneous Engineering</u>. S+G will perform miscellaneous engineering and operations services (as it pertains to stormwater compliance) throughout the year including assistance with stormwater management inspections, weather station maintenance, updates to Stormwater Pollution Prevention Plans (SWPPPs), and other tasks that require assistance from S+G.

#### BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep Cumberland County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
1. eDMR Reporting	\$5,000
2. Training	\$3,000
3. Weather Stations	\$1,000
4. Misc. Engineering and Operations Services (On-Call)	\$16,000
Total Budget:	<i>\$25,000</i>

#### SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

#### Approval

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here \_\_\_\_\_\_ and transmit the number to S+G.

#### **ASSUMPTIONS**

S+G has made the following assumptions for the preparation of this proposal:

- 1. Stormwater samples will be collected and provided to laboratory by Cumberland County.
- 2. Laboratory service fees will be paid for by Cumberland County.
- 3. Onsite annual training of both facilities is assumed to be completed within one (1) eight (8) hour business day.

Ms. Amanda Bader, P.E. August 5, 2024 Page 3 of 3

If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely, SMITH GARDNER, INC.

-DocuSigned by:

Lou J. Erasuski Lou J. Krasuski

Project Manager (ext. 154)

lou@smithgardnerinc.com

Attachment

cc: File

- DocuSigned by:

Stacy L. Smith
Stacey A. Smith, P.E.
Senior Engineer (ext. 127)
stacey@smithgardnerinc.com

## Attachment A



#### REQUEST FOR QUALIFICATIONS (RFQ)

#### Solid Water Quality Services

Cumberland County invites qualified engineering firms to submit responses to this Request for Qualifications to provide engineering services for water quality compliance for solid waste facilities in Cumberland County. The scope of services includes, but is not limited to, the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, monitoring, sampling, testing, reporting, and permitting. Eligible firms must have the ability to conduct all activities associated with Water Quality Compliance at a Solid Waste Facility.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The initial project is to provide professional services to design, permit, and bid new stormwater treatment ponds for the Ann Street landfill. The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. The permit includes the construction and operation of sediment (or stormwater) ponds for the management of stormwater run-off from the various areas of the site. There are five ponds located on the site to reduce the peak stormwater discharges from the site. Sampling from Sediment Pond No. 2 and No. 3 indicates a need to reduce the concentrations of total suspended solids, ammonia and TKN in the discharge from the ponds and its potential impacts on Cross Creek and the Cape Fear River downstream. Because of the complexity of the Ann Street site with pre-regulatory and regulatory facilities, the firm should have expertise with Solid Waste Facilities.

The PER for the stormwater ponds is attached.

#### Additional Technical Expertise

- Funding experience with SRF, USDA-RD, FEMA, and other applicable funding agencies
- Industrial Use Wastewater, Sampling, Monitoring, Permitting and Compliance
- · Leachate Treatment Design
- Hydrogeological Services for Solid Waste Facilities
- Contaminant Transport Studies
- Groundwater and Soil Remediation Experience

- Stormwater Pollution Prevention Control
- Spill Prevention Control and Countermeasures
- Hydrogeological Mapping for Solid Waste Facilities
- Dewatering Design for Solid Waste Facilities
- Groundwater compliance monitoring for pre-regulatory sites and active sites
- NPDES Permit Compliance for Solid Waste Facilities, including Landfill and Compost
- Surface Water Sampling
- Operation and Maintenance Assistance
- Permitting, design, bidding and construction administration and construction inspection of landfill gas projects
- Supervisory Control and Data Acquisition

#### MINIMUM QUALIFICATIONS

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

#### SUBMITTAL REQUIREMENTS

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

- 1. Firm name, address, telephone numbers, year established and brief history of the firm.
- 2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
- 3. The firm's related experience in managing federally funded local projects.
- 4. Types of services customarily provided by the firm.

- 5. Name and resume of Project Manager to be assigned to this project.
- 6. Number of staff available for this assignment and their qualifications.
- 7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an 8% objective for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
- 8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
- 9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
- 10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
- 11. List of current projects underway and the estimated cost and completion date of each.
- 12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

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

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

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

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

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

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

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

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

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than 2:00 PM, Thursday, February 15, 2024. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

Cumberland County Solid Waste Attention: Amanda Lee Bader, PE, General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

#### EVALUATION AND AWARD OF PROJECTS

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

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

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

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

#### **OUESTIONS**

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Amy Hall, Public Utilities Specialist, by e-mail to <a href="mailto:abader@cumberlandcountync.gov">abader@cumberlandcountync.gov</a>, no later than 2:00 PM, Thursday, February 8, 2024. Questions received after this date and time will not be considered for response.

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

#### Attachments:

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

## ATTACHMENT A: EXECUTION OF PROPOSAL

#### **EXECUTION**

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

The potential Contractor	certifies and/or understands	the following by	placing an "X" in all b	lank spaces:
	The County has the right to with deviated/omitted info information is considered contact vendors to reques from a proposal packet. A interest to do so, the Counand/or to award only a par	rmation, based on a minor deviation at required inform Additionally, if the only reserves the r	the County's discretion or omission. The Conation/documentation are County determines to one o	on if the omitted County will not that is missing it is in its best
	This proposal was signed	by an authorized i	representative of the C	ontractor.
	The potential Contractor hand supplies associated wi	as determined the ith performing the	e cost and availability of services outlined here	of all materials ein.
	All labor costs associated direct and indirect costs.	with this project h	nave been determined,	including all
-	The potential Contractor a exceptions.	agrees to the cond	litions as set forth in th	nis RFP with no
undersigned offers and Vendor agrees to hold f	Selection of a contract qualifications of the ventorial binding acceptance offer Commissioners, or its desice with the foregoing RFP agrees to furnish the servicism offer through contract expreposal prior to submitted.	dor. Vendor un er occurs until ignee, executes a 2, and subject to es for the prices of xecution.	derstands and agrees the Cumberland Cor formal contract and/or all terms and condition quoted within the time	that no legally unty Board of purchase order. ons thereof, the frame required.
VENDOR:				Learn
STREET ADDRESS:		P.O. BOX:	ZIP:	
CITY & COUNTY & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:	
PRINCIPAL PLACE OVENDORS ITEM #10):	F BUSINESS ADDRESS	IF DIFFERENT	FROM ABOVE (S	EE INSTRUCTIONS TO
PRINT NAME & TITLE VENDOR:	OF PERSON SIGNING O	N BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE: DATE:		EMAIL:		
			·	

### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

each statement of its certification as	, certifies or affirms the truthfulness and accuracy of and disclosure, if any. In addition, the Contractor understands U.S.C. Chap. 38, Administrative Remedies for False Claims eation and disclosure, if any.
Signature of Contractor's Authorized	d Official
Name and Title of Contractor's Autl	norized Official
Date	

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

## NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

<del></del>	, being first duly sworn,	deposes and says that:
l. He/She is thesubmitted the attached pro	posal.	, the proposer that has
2. He/She is fully informed all pertinent circumstances	I respecting the preparation and respecting such proposal.	contents of the attached proposal and of
3. Such proposal is genuin	e and is not a collusive or sham	proposal.
employees or parties in into or agreed, directly or indi sham proposal in connecti or to refrain from proposi indirectly sought by agre proposer, firm or person to or to fix any overhead, proposer or to secure the advantage against the Councillation, conspiracy, con-	erest, including this affiant, has in rectly, with any other proposer on with the contract for which the region of communication of communication of communication of communication of cost element of the proprough collusion, conspiracy, contry of Cumberland or any personned in the attached proposal are faint	thers, owners, agents, representatives, any way colluded, conspired, connived firm or person to submit a collusive or a eattached proposal has been submitted tract, or has in any manner, directly or nication or conference with any other ched proposal or of any other proposers, to sal price of the proposal of any other pronivance or unlawful agreement any a interested in the proposed contract; and the part of the proposer or any of its others, including this affiant.
Signature		_
Printed Name:		
Title:		
Date:		
Subscribed and Sworn to	Before Me,	
This day of		ĮŽ
Notary Public		
My Commission Expires:		

## ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

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

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

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

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

#### 1. Drug Free Workplace Requirements

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

#### 2. Contractor Compliance

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

#### 3. Conflict of Interest

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

#### 4. Mandatory Disclosures

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

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

#### Clean Air Act:

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### 6. Access to Records and Reports

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

#### 7. No Obligation by Federal Government

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

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

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

#### 9. Changes

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

#### 10. Termination

- (1) *Termination Without Cause*. The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.
- (2) Termination for Default by Either Party. By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

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

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

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

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

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

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

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

- (4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.
- (5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.
- (6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- (7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- (8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

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

#### 11. Remedies

- (1) Liquidated Damages: The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.
- (2) Right to Cover: If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

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

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

- (3) Right to Withhold Payment. If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.
- (4) Specific Performance and Injunctive Relief. The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

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

- (5) Setoff. Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.
- (6) Other Remedies. Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

#### 12. Debarment and Suspension

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 13. Equal Employment Opportunity

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

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

#### 14. Davis-Bacon Requirements

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

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

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

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

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

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

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

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

#### Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

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

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

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

- (1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
- (2) Any subject data developed under that contract, whether or not a copyright has been obtained; and
- (3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.
- (4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

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

- (5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- (6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- (7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.
- (8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.
- (9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor 's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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

- (1) General If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.
- (2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.
- (3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

#### 18. Procurement of Recovered Materials

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.
- (2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

#### 19. Safeguarding Personal Identifiable Information:

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

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

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

#### 21. Byrd Anti-Lobbying Amendment

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

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

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

## ATTACHMENT E: EVALUATION SHEET

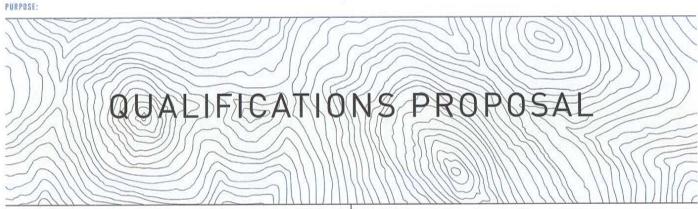
Evaluation Sheet - Engineering Services - Cumberland County Solid Waste Gas Services Total Max Points (Per Vendor) 100

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 25 Points Max 15 Points Max		
						0	
						0	
						0	
			,(				
Vendors		*If additonal s	*If additional space is needed for notes, see attached	otes or notes, see attr	ached		

Evaluators Name:

## Attachment B

# SMITH+GARDNER



CLIENT:

CUMBERLAND COUNTY, NORTH CAROLINA PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS
SOLID WASTE WATER QUALITY SERVICES



CLIENT: CUMBERLAND COUNTY, NORTH CAROLINA

TRANSMITTAL LETTER

SMITH+GARDNER ENGINEERS

CORPORATE ADDRESS 14 N. Boylan Ave., Raleigh, NC 27603 TELEPHONE 919,828,0577 FAX 919.828.3899

February 08, 2024

Cumberland County Solid Waste Attention: Amanda Lee Bader, P.E., General Manager for Natural Resources 698 Ann Street Fayetteville, North Carolina 28301

RE: Request for Qualifications Solid Waste Water Quality Services

Dear Ms. Bader,

Smith Gardner, Inc. (S+G) is pleased to submit the attached Statement of Qualifications (SOQ) for Solid Waste Water Quality Services for Cumberland County. With staff exclusively dedicated to the solid waste and environmental industries, we trust you will find that S+G's team is uniquely qualified to provide the County with the following benefits:

**Proven Solid Waste Experience -** S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and monitoring services that align with the County's current needs. From our significant monitoring, assessment and remediation experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of it's sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. The EPLS for SAM is attached at the end of this qualifications package.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

Sincerely,

SMITH GARDNER, INC.

Stacy d. Smith, P.E.

Stacey A. Smith, P.E. President, Senior Engineer (919) 828-0577 ext. 127 stacey@smithgardnerinc.com Docusigned by:

Joan Snyth

B9779EBA711F488...

Joan A. Smyth, P.G. Vice President, Senior Hydrogeologist (919) 815-1494 joan@smithgardnerinc.com

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#### INTRODUCTION

#### RESOURCE MANAGEMENT

Solid, Hazardous, and Industrial Waste
Pre-Project Due Diligence and Planning
Site Characterization and Site Studies
Facility Design and Permitting
Landfills; New Cells, Expansion Cells
Transfer Stations, Convenience Centers
Operations Support
Education and Training
Peer Review/ Expert Witness
Project Procurement and Construction
Bid Procurement
Construction Administration & CQA
Budgeting, Feasibility and Financial Modeling
Facility Closure and Post-Closure

#### RECOVERY

Renewable Energy

**Biomass** 

Solar

Landfill Gas

Compost Materials

Facilities Design, Permitting, Construction and CQA Feasibility Studies & Implementation:

easibility studies o mipter

Compost Facility

Material Recovery Facility

LFG Systems for Beneficial Use

Site Redevelopment

Waste Characterization

Auditing

Waste Reduction

Solid Waste Facility Mining

#### REMEDIATION

Environmental Site Assessment

Phase I and Phase 2 ESAs

Water Quality

**Environmental Monitoring and Compliance** 

Monitoring System Design and Permitting

Groundwater and Surface Water

Methane Gas

Risk Management

Remedial Design and Implementation

Permitting

Groundwater and Surface Water

Methane Gas

Remediation System Operations and Optimization

Air Quality Permitting and Compliance

Asbestos Management and Compliance



#### SMITH GARDNER, INC.

Stacey A. Smith, P.E.
President, Senior Engineer
14 N. Boylan Ave.
Raleigh, NC 27603
Telephone: (919) 828-0577
stacey@smithgardnerinc.com



#### INTRODUCTION

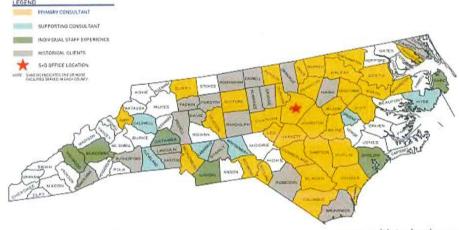
Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. With over 40 employees, most key staff have several decades of experience in the solid waste industry.

The services listed under Resource Management, Recovery, and Remediation (left) are services we provide every day to optimize solid waste management and plan for the future. S+G's work has resulted in many technical advances in design, closure, and remediation, combining classic civil/geotechnical engineering with technological innovation in geosynthetics to develop cost-effective solid waste disposal solutions.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (NWRA), the Solid Waste Association of North America (SWANA), and the Carolinas Recycling Association (CRA).

#### WHERE WE WORK

S+G consults for clients across North Carolina, South Carolina, Georgia, Tennessee, and Virginia. Our clients in North Carolina are shown below.



## PROJECT UNDERSTANDING

#### **OUR MISSION**

S+6's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



#### PROJECT UNDERSTANDING

S+G understands this RFQ is for professional services for water quality compliance at the Ann Street Landfill and other solid waste facilities in Cumberland County. We further understand these services include the design of leachate, surface water, groundwater, and stormwater collection and treatment system improvements, in addition to required monitoring, reporting, and permitting activities at a solid waste facility. Our detailed project approach is outlined below.

#### Stormwater Improvements Project

S+G has decades of experience designing, permitting, bidding and overseeing construction of water quality basins at solid waste facilities. Our designs have included temperature reduction for trout stream waters, increase of dissolved oxygen, as well as understanding the impacts of discharge from solid waste, landfill covers, and compost facilities. We understand and have followed the ARP funding approval through the Clean Water State Revolving Fund (SRF) for stormwater basin improvements with the goal to improve water quality and lower TSS, ammonia and TKN in the sedimentation basins.

The proposal includes (among other alternatives) enhancement to existing basins #2 and #3 by providing a three (3) chamber pond including a forebay, center wetlands treatment, and lastly a dry basin discharge. S+G has prepared several stormwater models for the existing site as a part of the overall and long-term site development. These models would provide the basis for the improvements and work in conjunction with planned expansions of the site over the balefill and north into Milan Yards. A critical component of the wetlands treatment area will be the selection of appropriate vegetation that have been proven to survive in the Fayetteville Region as well as being tolerant and effective in nitrogen removal. S+G will consider the guidance provided in the NC Stormwater Design Manual for Stormwater Wetlands as well as current literature and research to best ensure success of the project. In consideration of the significant site improvements, our experience with the overall site development will assist in assuring the final development of the site in a consistent manner.

Deliverables for this project would include: preliminary and final construction design packages, bid procurement package and final construction quality assurance documentation.

### PROJECT UNDERSTANDING

### **OUR VISION**

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



### PROJECT UNDERSTANDING CONT.

### <u>Industrial Use Wastewater - Sampling, Monitoring, Permitting and Compliance</u>

S+G has been performing leachate sampling in compliance with the Industrial User Permit (IUP) since 2021. Our firm understands the complexity of meeting permit needs in conjunction with laboratory limitations due to the background interference. We have improved this process with internal spreadsheets to easily confirm that the proper chemicals were analyzed and whether there were any exceedances of permit requirements. We also recently (2023) applied for the IUP renewal with PWC which was renewed in late 2023 with added PFAS monitoring requirements. The site has exhibited no compliance issues under this permit since we began monitoring and we will continually strive to improve our process. We plan to further evaluate the sampling process during leachate treatment evaluation and design in order to streamline sample collection.

### Leachate Treatment Design

Leachate is a critical part of the overall management of the modern landfill. More recently, the industry has been faced with emerging compounds that include PFAS/PF0A which have been identified at all landfills across NC and the United States. S+G has been assisting our clients in obtaining and managing compliance for local Industrial User Permits. Our support also includes coordination and estimates of leachate generation projections, the changing characteristics of leachate and gas during the methanogenesis within the landfill, as well as, direct discharge NPDES permitting. Most recently, S+G has assisted a municipal landfill in designing, installing and startup of a Reverse Osmosis pre-treatment system to reduce the impact of these flourinated compounds in a local POTW. Furthermore, S+G has lead permitting and negotiations with NC DEQ DWR on a new direct discharge permit in Class C swamp waters of NC which includes two-pass Reverse Osmosis, Electro-oxidation, Granular Activated Carbon, and UV Disinfection as a part of the treatment train. S+G's experience at numerous landfill sites across the southeast provides access to various vendors, stream assessment experts, and industrial design specialists to best combat the unique wastewater at the Ann Street landfill.

For this project S+G would continue to work with the County to evaluate viable treatment options, and assist in design, bid procurement and construction administration. Deliverables for this project would include: treatment option evaluation reports, preliminary design and budgets, final construction design package, bid procurement documents and final construction quality assurance documents.

### PROJECT UNDERSTANDING

### **OUR PROMISE**

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



### PROJECT UNDERSTANDING CONT.

### Hydrogeological Monitoring for Solid Waste Facilities

S+G has been performing water quality services for Cumberland County at the Ann Street landfill since 2021 and for the solid waste industry in North Carolina since 1993. We understand the Ann Street facility has monitoring networks associated with the C&D over unlined MSW landfill, the lined MSW landfill and for impacts historically detected near the southern property line of the facility. Furthermore, we have recently received the results from the first PFAS monitoring event at the facility and understand how those results may affect future projects at the facility.

For general compliance, S+G would continue semi-annual monitoring of groundwater, surface water and leachate. However, to refine PFAS monitoring we would suggest additional monitoring for Chemours related constituents. Currently, GEL is the only lab in the region that analyzes these constituents and GEL is used by the NCDEQ for its studies of Chemours. We believe this additional monitoring may assist in pinpointing the source of impacts detected during the first monitoring event and may assist the County in recouping funds for leachate treatment and environmental response.

### Monitoring Reports

S+G has extensive experience preparing semi-annual water quality monitoring reports and has prepared these for the Ann Street facility since 2021. Our reports meet NCDEQ submittal requirements which include preparation of potentiometric surface map, evaluation of constituents relative to water quality standards, and discussion of field methods and results. If selected we would continue to prepare these reports in accordance with NCDEQ requirements.

### Stormwater, NPDES and SPCC Compliance

S+G has significant experience with stormwater basin design, construction and management as well as NPDES and SPCC permitting, sampling and compliance. For the Cumberland County facilities, we will continue to work with the County to identify concerns and address them in a timely manner in accordance with the requirements. Deliverables will depend on the project however we will continue to assist the County with NPDES submittals and compliance.

### PROJECT UNDERSTANDING

### **OUR VALUES**

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- · Integrity
- Innovation
- Involvement

These values power everything we do.



### PROJECT UNDERSTANDING CONT.

### **Dewatering Design for Solid Waste Facilities**

S+G has the most extensive dewatering design experience with solid waste facilities in North Carolina. Our work to create a gravity drainage system at the Sampson County Landfill consisted of groundwater flow modeling, installation of a drainage system to prove model outcomes and final design of landfill base grades based on documented water levels. S+G permitted this system through NCDEQ beginning in 2004 and permitted each cell thereafter incrementally. We believe the Ann Street Facility has many qualities for a successful dewatering project. Deliverables for this project would include: Detailed potentiometric surface evaluation, an aquifer pump test and groundwater modeling report, drainage system design documents, and other documents as may be required by the NCDEQ.

### Operation and Maintenance Assistance

S+G has provided operation and maintenance assistance for the County since 2021 including construction support, construction oversight, and operations planning and support. Our team includes two former landfill managers (Mr. Scott Bost and Mr. Troy Mitchell) who can assist with any aspect of facility operations. Additionally, our sister-firm, Dogwood Industrial Services Co. (DISCO) can provide maintenance and repair support as needed. S+G's approach will be to continue to support and provide expertise for County operations and maintenance on an as-needed basis. Deliverables for this would be project dependent.

### Data Management

S+G utilizes a specialized database for management of water quality data that is compliant with NCDEQ requirements. Our database is also available to our clients as needed. Coordinating our databases with our GIS capabilities, we can create accurate figures of a variety of data types for our clients. We historically provided NCDEQ PFAS information to the County in this manner by providing data from the NCDEQ database on a map generated by GIS to make the data easy to understand.

### **OUR FOCUS**

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



### FIRM SERVICES

S+G specializes in providing comprehensive engineering and environmental services to the Solid Waste Industry. As a specialist in the field, we believe we are the most qualified firm to assist the County with your solid waste management and environmental needs. Some of our services include the following.

### Comprehensive Solid Waste Management Engineering

- Stormwater Management and Sedimentation Basin Design
- Sediment Basin Permitting
- Engineering Certification of Reports, Documents, and Submissions
- Bid Procurement and Construction Administration
- Engineering Reviews and Evaluations
- Local, State, and Federal Regulatory Compliance
- Budgetary, Financial and Enterprise Fund Planning, Management and Administration

### Comprehensive Environmental Consulting

- Water Quality Monitoring and Reporting
- Water Quality Assessment
- Groundwater Plume Evaluation
- Water Quality Remediation
- NPDES Stormwater Management
- Soil Impact Assessment
- Soil Impact Remediation
- Phase 1 and Phase 2 Environmental Site Assessments
- Remedial/Treatment Design and System Operations

### Water Quality Monitoring, Assessment and Remediation

S+G also has a wide variety of experience with monitoring assessment of groundwater quality at both active and closed facilities. Our team performs routine monitoring and reporting for landfills across the region. When necessary, we also perform water quality assessments to evaluate the horizontal and vertical extents of impact as well as potentially sensitive receptors. We also provide operational support for remedial strategies as necessary. In all instances, our efforts are geared toward providing the appropriate solution that accounts for the risks presented by the impact. Ms. Smyth is currently involved in the NCDEQ stakeholder group to review upcoming rules for PFAS and their impact on the solid waste industry.

Furthermore, we have a wide variety of water quality remediation experience and our team has designed and implemented several types of remediation systems including stormwater management systems, monitored natural attenuation, phytoremediation, bio-enhanced remediation and active collection and treatment systems.

### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



### FIRM SERVICES CONT.

### Landfill Permitting and Design

S+G's focus on solid waste management has allowed us to design hundreds of landfill expansions including piggyback landfills, as well as landfills proposed as greenfield sites. As a landfill specialist, our firm provides turnkey design/construction service for all elements and features associated with solid waste management facilities including single, double, and composite liner systems; leachate collection/management systems; final covers; soil erosion control and stormwater management features; leachate storage facilities; and landfill gas collection & control systems.

### **Erosion and Sedimentation Control Permitting**

S+G has been providing engineering and plan preparation for erosion and sedimentation control for decades. Our knowledge of both local and state level ordinances is extensive and we understand the requirements of the Land Quality Section regarding submittals for this permitting process.

### NPDES Stormwater Permitting and Monitoring for Landfills

S+G professionals provide NPDES assistance to a variety of landfills including NPDES compliance and permitting. S+G has also performed numerous "Representative Outfall" requests to decrease the number of monitoring locations on a facility and realize savings.

### Leachate Management and Pre-Treatment

Leachate is an ongoing issue at many landfills that requires adaptability to changing chemistry to maintain compliance with discharge requirements. S+G has worked with NC State professor Mort Barlaz and others to better understand leachate reactions and dynamics to assist our clients with pretreatment to most effectively meet discharge requirements. With anticipated PFAS constituent requirements, we are working with several clients to evaluate leachate treatment technologies such as Reverse Osmosis and Foam Fractionation to prepare for upcoming discharge regulations that may require on-site treatment of leachate.

### Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in landfill construction contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet subgrade and liner specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for material testing as needed.

### COMMITMENT

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long term relationships.



### FIRM SERVICES CONT.

### **Public Notices and Meetings**

S+G has 30 years of experience managing public meetings from less formal informational sessions to formal Board of Commissioners presentations. Our senior staff has performed in this capacity and understands the necessity for clarity and brevity, as well as building productive rapport with both the public and elected officials. We also have experience preparing public notices and ensuring we meet all notice requirements.

### Regulatory Liaison

S+G has worked in the solid waste industry in North Carolina for over 30 years. During that time, we have developed a great rapport with the regulatory community. This rapport has allowed us to develop innovations in standard industry practice that have benefited our clients as well as the regulated community at large.

### **Economic Planning and Forecasting**

S+G understands that the County has a successful history in developing long-range planning documents that serve to guide the public operations and plan for future expenditures and projected revenues. S+G has worked with many of our clients to assist in their short and long-term planning and development activities. S+G has provided organizational evaluations and developed financial proforma models to project revenues and expenditures for solid waste operations for our public sector clients. Additionally, we assist our clients with financial assurance needs throughout the life and post-closure period of their landfill.

### **Grant Funding Applications**

S+G has assisted Cumberland County in the pursuit of grant funding for projects, most recently including the NCDEQ Climate Pollution Reduction Grant which was submitted in January. We understand that Cumberland County is working to create an environmental complex at the Ann Street Landfill which will address pressing environmental issues of the day such as increasing capture of reuse of greenhouse gases, increased composting capacity, creation of the pollinator garden at the facility and planned activities for adaptive structure reuse and educational programming.

### **EXPERIENCE**

Definition of experience: Familiarity with a skill or field of knowledge acquired during years of actual practice, resulting in a basis of knowledge. S+G has over 30 years of experience in the solid waste industry.

### FIRM SERVICES CONT.

### **Grant Funding Applications Cont.**

To further assist the County with their quest to fund environmental projects through grants, we have teamed with **Wanu Organics**, an **MBE firm**, led by Mr. Jorge Montezuma, P.E. who has extensive grant funding experience. Prior to starting his consulting firm, Mr. Montezuma worked for the North Carolina Department of Environmental Quality (NCDEQ) Division of Environmental Assistance and Customer Service (DEACS). During that time, he assisted in reviewing grant applications for the NCDEQ and managed more than \$350,000 in grant funding contracts with composting operators and food waste haulers. His duties included contract review with awardees, ensuring contracts were signed, providing technical assistance for implementation, ensuring grants were completed, and writing reports summarizing the impact.

Additionally, during his work with Atlas Organics, he wrote a NCDEQ DEACS grant to obtain \$60,000 to purchase a stacker to improve the process efficiency and increase the amount of material processed. NCDEQ awarded the full amount to Atlas in 2022 to implement the project.

### **Environmental Justice Support**

S+G understands that the Ann Street Landfill is located in a diverse community that has been historically economically disenfranchised. To better engage the local community and ensure that all environmental justice requirements are met or exceeded, S+G is teaming with **Tate Consulting (Tate) an MBE business**. Tateis led by Antwain and Andrea Tate who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Tate's work has included a project for Winston-Salem University and the Center for the Study of Economic Mobility (CSEM) in support of the United Way and The Partnership for Prosperity. This project including providing strategic direction for community development in the Castle Heights community, determining the communities mission, vision, community transportation needs and values. Additionally, Tate created a Team Based Strategic Planning and Community PowerPoint Model which assisted the community teams to partner with various for-profit and non-profit stakeholders for the betterment of the community.

In 2021 Tate provided strategic community engagement with virtual and inperson stakeholder meetings for the NCDEQ and SCDOT on behalf of the Carolina Bays Parkway Extension Project Environmental Justice Outreach Team.

In 2023, Tate worked with the NCDOT to prepare data survey analytics for the Statewide Transportation Improvement Plan. This work included community engagement and resulted in innovative qualitative and quantitative visualization of environmental justice metrics and methodologies.

### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



### FIRM SERVICES CONT.

S+G is extremely qualified to provide water quality services for the County. We have provided the table below listing North Carolina Clients with similar project requirements as the County.

	4.	16 V	Res	ourc	e Manag	eme	nt							Recover	У									Reme	diation				
RESOURCE RECOVERY MANAGEMENT  S + G  REMEDIATION  Citient Contact	Landfill Design	Landfill Permitting	Procurement / Construction Admin./ CQA	Landfill Closure / Post-Closure	Transfer Station / Convenience Center Design / Permitting	Budgeting/Feasibility/Financial Modeling	Site Hydrogeologic Characterization	Evaluation of Site Development Options	Operations Support / Training	Landfill Gas to Energy Evaluation	Landfill Gas System Design / Permitting	Landfill Gas System Construction	Landfill Gas System Operations	Feasibility Studies: Recycling / Compost / Renewable Energy	Waste Characterization Auditing	Material Recovery Facility Design	Compost Facility Design / Permitting	Site Redevelopment	Regulatory Compliance Management	Air Quality Permitting / Compliance	Landfill Gas Monitoring	Landfill Gas Remediation	Water Quality Monitoring / Reporting	Remedial Design / Permitting / Install	Remediation System Operations / Optimization	NPDES Monitoring / Compliance	Environmental Site Assessment (Ph. 1 / 2)	Asbestos Management and Compliance	Waste Relocation Oversight / Assistance
Avery County, NC Eric Foster	х	Х	х	Х	X	X	x	х	х	×	X	X	x	×					x		х	X	X	X	X	Х	×		х
Bladen County, NC Kip McClary	x	x	x	x	x	×	x							×					х				Х						
City of High Point, NC Robby Stone, P.E.	x	х	Х	X	×	х	×	х	X	х	Х	X		X			х		x	X	X		x			X	×	х	
Cumberland County, NC Amanda Bader	×				×	×	x	х	х	х			x		x			X	×	х	X	х	×	х		X	×	X	
Davidson County, NC Charlie Brushwood	×	Х	X	Х	х	Х	X	X	х	х	X	x		х		х		х	х	X	Х		x	X		Х	X	×	
Halifax County, NC Chris Williams	×	х	х	x	X	X	x	×	x			x		x			17		x	18	X	x	х	х		X	X		
Harnett County, NC Chad Beane	х	x	х	x	×	x	×	x	x										х		Х		X	х		X	X		
Johnston County, NC Brian Beasley	×	х	×	X		X	×	×		х	Х		X	х					x	×	×		х	×	х		×	X	
Martin County, NC Justin Harrison	×	Х	×			х	×	х	×										х				х			X			
Person County, NC Ray Foushee						х					X	X	X	X	х				х		Х	X		X					
Sampson County Disposal LF (NC) Bryan Wuester	×	×	Х	x		х	Х	Х	X	х	X	x	×	×					×	x	х		х			×		Х	
Scotland County, NC Bill Lash	×	X	X	x	х	×	×	×	×					×					×		×	×	X	×		×	×		X
Washington County, NC Danny Reynolds	×	X	Х			x	х												х		×		×						
Wayne County, NC Randy Rogers											X	×	×							×			×						
GFL South Wake Landfill (NC)	×	Х	X			X		X	X																	Х			

The following pages provide specific project experience for S+G. Our experience covers all solid waste activities from conceptual planning through post-closure.

### **CUMBERLAND COUNTY LANDFILL**



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- » LFG Monitoring
- »Groundwater Monitoring and Management
- »Transfer Station Option Evaluation
- » Transfer Station Design and Permitting
- »Water Quality Remediation
- »Solid Waste Permitting

### RESOURCE MANAGEMENT

RECOVERY

REMEDIATION

### **Client Reference:**

Cumberland County Landfill Ms. Amanda Bader, P.E. Solid Waste Director 910.321.6920 abader@cumberlandcountync.gov

### FAYETTEVILLE, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

**Environmental and Compliance Services** - S+G provides water quality monitoring and reporting, monthly leachate sampling and reporting, landfill gas monitoring and reporting, assistance with NPDES and miscellaneous environmental and compliance services.

Air Quality & Landfill Gas Services - S+G provides landfill gas collection system monitoring, assistance with enhancing gas production for sale to an end user, Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting. The gas production project includes an approximate 1,000 CFM direct delivery project to a local industry for off set boiler fuels including a transmission line below the Cape Fear River and landfill gas conditioning. Additional services include grant support in obtaining study funding or low interest loans.

Landfill Engineering Services - S+G is assisting the County with future plans for site expansion and optimization of the existing site including site development and permitting of a transfer station, recovery and mining of a former unlined MSW landfill to allow for future expansion capacity, and due diligence regarding a horizontal expansion by incorporating additional recovery of a pre-regulatory landfill site. Additional optimization measures have included steepening of side slopes, reconsidering access roads, and airspace utilization monitoring. Overall site expansions may yield 50 years of additional landfill disposal capacity for the County as a whole at competitive rates to that of a new site or transfer to other sites while maintaining County operational jobs.

Services at the Wilkes Road LCID Landfill and Compost Facility have included improvements to site stormwater infrastructure, wetlands and stream assessments, windrow composting, pilot study for aerated static pile composting, and re-opening a closed LCID landfill for an additional peak yardwaste and woody waste storage and/or disposal during peak season flow.

**Due Diligence and Site Investigation Services** - S+G has provided site investigation services including document review, historical imagery, site reconnaissance, site investigation, exploratory drilling and excavations to identify and characterize former pre-regulatory landfill sites for potential reuse, recovery, and re-development. S+G works closely with the client and the regulatory agencies to characterize impacts and benefits for redevelopment including regulatory pathways for such development.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

**Environmental Justice Public Meeting Assistance** - S+G has assisted the County in their efforts toward environmental justice as a part of the future expansion plan of the site including alternative site study, outward messaging, GIS and demographic study, public presentation, and technical support of expansion options.

### SAMPSON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Closure
- » Gravity Groundwater Intercept Design
- »Landfill Gas Collection System Design
- »Landfill Gas to Energy System Design
- » Construction Administration/COA
- » Wetland Creation
- »Wetland Permitting
- »Stormwater Monitoring/Reporting
- » Air Quality Permitting
- » Greenhouse Gas Reporting

## RESOURCE MANAGEMENT RECOVERY

### Client Reference:

GFL Environmental, Inc. Mr. Bryan Wuester 910.525.4132 bryan.wuester@gflenv.com

### ROSEBORO, NORTH CAROLINA / 2000 - PRESENT

**Description** – The Sampson County landfill is a privately owned/operated landfill which consists of an open Subtitle-D landfill, a closed Subtitle-D landfill, an operating C&D landfill, a sludge solidification operation, and a leachate evaporation system. S+G has provided numerous services for this client including the following:

Landfill Design and Permitting with Gravity Groundwater Intercept System – A review of the overall site design prepared by a previous consultant indicated the site would be subject to significant soil deficits and that significant soil was needed from off-site sources. S+G evaluated the site and designed a system whereby groundwater is gravity drained to a nearby stream. This Gravity Groundwater Intercept System lowered the groundwater surface approximately 15 feet in some areas, allowing for a significant increase in site capacity, improved stability of the waste mass, and the creation of a soil surplus. At this time, 4 cells have been constructed with this system. The successful implementation of this system resulted in a savings of millions of dollars for the client.

Landfill Closure Design and Construction Services – S+G designed, permitted and provided engineering and construction administration/CQA services during closure construction for the original Subtitle-D MSW landfill unit (40-acres) of this facility. This closure included a geomembrane cap, vegetative layer, and stormwater and subsurface drainage systems. Additionally, S+G provided design engineering and construction administration/CQA for closure of a portion of the first phase of the currently active Subtitle-D landfill (12-acres).

Landfill Gas-To-Energy (LFGTE) System – S+G conducted an informal RFP process to solicit LFG to energy projects, including pipeline sales to industry (brick kilns, rendering plants), production of bio-diesel/bio-methanol, pipeline injection, leachate evaporation; and electricity generation. Sampson County Disposal, LLC chose to self-develop a power production project. The renewable energy project began operations in the spring of 2011.

During closure activities, S+G also provided construction administration of an active landfill gas collection and recovery system. This system, as well as landfill gas collection from the active MSW landfill were part of the largest LFGTE system in NC until the project completed operations in 2021

Air Quality Permitting – S+G has applied for and obtained Title V permits at both site landfills, which are subject to NSPS and MACT rules, and helped to prepare the PSD permit and BACT determination for the gas to energy project. We prepared both LFG Management Design plans for approval by the state, and have received operational and design variances for well head temperature, oxygen levels, and manifolding of wells.

**GHG Reporting** – We have worked closely with site personnel to collect and document information necessary for greenhouse gas reporting. S+G personnel are registered as Designated Representatives at both site landfills and have prepared monitoring plans required by the rules.

### DAVIDSON COUNTY LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Construction Administration and CQA
- » Air Quality Permitting
- » Water Quality Monitoring/Assessment
- » Landfill Gas to Energy
- »Landfill Closure
- » Financial Studies
- » Greenhouse Gas Reporting
- » Stormwater Compliance

### RESOURCE MANAGEMENT RECOVERY

### Client Reference:

Davidson County Integrated Solid Waste Management Mr. Charlie Brushwood 336.240.0303 charlie.brushwood@davidsoncountync.gov

### DAVIDSON COUNTY, NORTH CAROLINA / 1994 - PRESENT

**Description** – The Davidson County Landfill site consists of one open Subtitle-D MSW Landfill, one closed Subtitle-D MSW landfill, and three closed unlined landfills. S+G has provided a number of services during our 28 year relationship working with the County including the following:

Water Quality Monitoring/Assessment – S+G performs routine water quality monitoring and reporting for all the Davidson County Landfills which include two (2) lined landfills, two (2) unlined landfills and one (1) C&D landfill. For the unlined landfill units, S+G prepared an Assessment Work Plan, calling for a limited geophysical study to evaluate bedrock fractures, installation of groundwater monitoring wells into upper and lower aquifers, performance of a risk-analysis and preparation of an Assessment Report.

Landfill Gas to Energy — S+G, working with Davidson County and DTE Biomass Energy, has assisted in the installation of a 1.6 Megawatt Landfill-Gas-To-Energy Project. This project became operational in late 2010. S+G has also assisted DTE with expansions to the collection system including the design of a pipeline to the active MSW landfill unit.

Landfill Gas to Energy Evaluation (2006) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to energy options including pipeline injection, electrical generation, and direct use. A developer owned and operated LFG to electricity project became operational in 2010 and has been producing electricity since that time.

Landfill Permitting, Design and Construction – S+G performed all permitting, engineering, and geological services for the Davidson County Phase 2 MSW and C&D landfills. Permitting activities included Site Suitability on over 800 acres of property and Permit to Construct applications for Phase 2 Areas 1 and 2. These investigations required additional geologic study and geophysical evaluation due to the presence of fractures and diabase dikes at the site. S+G has performed bid procurement, construction administration and CQA services for several expansions of the County's MSW landfill and leachate storage tank facility. S+G has also assisted the County in the incremental construction of the County's C&D landfill using their own forces.

Closure Design and CQA – S+G provided design and oversight of closure activities for the western half of the Phase 1 MSW landfill. This project included the closure of approximately 17 acres of landfill, construction administration, CQA activities (observation and material testing), and preparation of a CQA report.

10-Year Financial Studies (2001 & 2011) – S+G performed evaluations of the County's overall solid waste management budget (including collections, recycling, and disposal elements) and projected annual income and expenditures for the ensuing 10-year period in both 2001 and 2011. Projected expenditures included an evaluation of the timing and expense of capital improvement projects (i.e. landfill expansion, closure, and other site upgrades). Recommendations made by S+G in the most recent study and implemented by the County included changes to landfill tipping fees and fees for convenience center and industrial customers.

### JOHNSTON COUNTY LANDFILL



#### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- » Construction Administration and CQA
- » Water Quality Monitoring, Assessment, and Remediation
- » Landfill Closure
- » Landfill Gas to Energy
- » Air Quality Permitting
- »Landfill Gas Quality and Tier 2 Testing
- » Financial Evaluations
- » Greenhouse Gas Reporting
- » Stormwater Compliance

RESOURCE MANAGEMENT
RECOVERY

### Client Reference:

Johnston County Department of Solid Waste Services Mr. Brian Beasley, Director 919.938.4750 brian.beasley@johnstonnc.com

### SMITHFIELD, NORTH CAROLINA / 1997 - PRESENT

**Description** - The Johnston County Landfill facility consists of an active lined and inactive MSW landfill units, three unlined MSW units, and an active lined C&D landfill. S+G has significantly increased the expected airspace at this site through the use of creatively applying presumptive remedy strategies for unlined landfill units. S+G has provided services to the County including the following:

**Groundwater Assessment** – S+G performed a groundwater assessment for the unlined landfill units located at the facility. This work included installation of monitoring wells, collection of filtered and unfiltered groundwater samples, evaluation of surface water quality and groundwater flow patterns. During this investigation, a geophysical study was performed to evaluated the location of diabase dikes at the site as well as a pump test to determine preferential flow paths created by the diabase dike. S+G prepared work plans for this assessment and prepared a remedial strategy for the site.

Piggy-Back MSW Landfill Design for Presumptive Remedy – Due to the location of two of the unlined landfill units within 300 feet of each other, S+G proposed a presumptive remedy design that created over 15 years of lined MSW airspace between/over the unlined landfill units as the remedial strategy for the site. This "new" airspace will ultimately generate approximately \$50M additional gross revenue for the County. S+G provided all design, permitting, bid procurement, construction administration, and CQA services (3 separate events) for this strategy including a portion of the piggy-back unit which is double-lined.

**Piggy-Back C&D Landfill Design for Presumptive Remedy** – S+G proposed and implemented a piggy-back design for the C&D landfill at the site which gained further C&D airspace for the facility and provided additional presumptive remedy cover for one of the unlined landfill units. S+G also performed bidding, construction administration, and CQA services for this project.

Water Quality Monitoring/Reporting – S+G provides on-going water quality monitoring evaluation and reporting services to continue to monitor the effects of presumptive remedy actions.

**General Financial Studies (1997 to Present)** - S+G has performed multiple financial evaluations for Johnston County since 1997. These evaluations have been performed to evaluate potential changes in service area, tipping fees, and/or solid waste management activities (including collections, recycling, and disposal elements).

Landfill Gas to Energy (2009-2010) – As part of an evaluation of potential landfill gas (LFG) to energy (LFGTE) options for use of the LFG generated from the County's landfill, S+G performed detailed financial models of LFG to electricity options including County owned and operated, developer owned and operated, and County owned/developer operated. A LFGTE project is currently being implemented by a LFG developer at the site.

### SURRY COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Title V Compliance
- »LFG Monitoring
- » Groundwater Monitoring and Management

### RESOURCE MANAGEMENT

### DOBSON, NORTH CAROLINA / 2021 - PRESENT

**Description** - The Surry County Landfill facility has two units: a closed C&D over unlined MSW unit and an active, lined, MSW unit. Additionally, there is a closed unlined landfill at another location. S+G provides Engineering and Environmental services for Surry County solid waste facilities including active and closed landfills, recycling and convenience centers, and all other engineering/environmental assistance, as needed, for solid waste operations managed by the County.

**Environmental and Compliance Services**- S+G provides water quality monitoring and reporting at all their active and closed facilities, landfill gas monitoring and reporting, SWPPP preparation assistance with NPDES reporting, and miscellaneous environmental and compliance services.

**Air Quality Services** - S+G provides Title V permit review, Title V compliance reporting, and greenhouse gas (GHG) reporting.

**Engineering Services** - Annual survey and capacity evaluation and miscellaneous engineering services.

**Client Reference:** 

Surry County Landfill

Ms. Jessica Montgomery, P.E., County Engineer

336,401,8376

montgomeryj@co.surry.nc.us

### DURHAM COUNTY REDWOOD CONVENIENCE CENTER



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Budgeting
- »Scheduling
- » Grant Narrative Review

### RESOURCE MANAGEMENT

### DURHAM COUNTY, NORTH CAROLINA / 2023 - PRESENT

**Description** - S+G assisted Durham County and the Triangle J Council of Governments with developing an application for the Solid Waste Infrastructure for Recycling Grant Program for the Durham County Redwood Convenience Center Site. S+G provided assistance with the proposed project budget and schedule and review of the grant proposal and attended meetings strategy and review meetings to help brainstorm potential content for the application.

The renovation of the Redwood Convenience Site was identified as an opportunity to address the site's increase in use, improve sustainability measures, and expand its services to include space to host e-waste and HHW collection events, a new swap shop, where residents could trade gently used items for others and improve site signage to help customers better locate service offerings. As a result of the grant application, Durham County received a SWIFR grant for \$3.3 Million Dollars, which will be used during site construction activities in 2024/2025.

Client Reference:

Durham County Ms. Chrissie Koroivui

Solid Waste Program Manager

919.560.0442

mkoroivui@dconc.gov

### HARNETT COUNTY - DUNN-ERWIN LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Water Quality Monitoring
- » Landfill Gas Monitoring

### **RESOURCE MANAGEMENT**

### DUNN, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Dunn-Erwin Landfill Facility includes closed unlined MSW landfills, and an open C&D landfill and a transfer station.

**C&D** Landfill Vertical Expansion Permit - S+G prepared a vertical expansion design and permit to construct application for the C&D landfill at this facility. The vertical expansion is currently in operation.

**Environmental Evaluation and Monitoring** - S+G evaluated the previous water quality monitoring plan, and significantly reduced the monitoring requirements for the site. S+G also performs semi-annual water quality monitoring and reporting and quarterly landfill gas monitoring at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

**Firing Range Design** - S+G designed and permitted the construction of a Sheriff's Department firing range on top of a closed MSW landfill. This facility is currently under construction.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

### HARNETT COUNTY - ANDERSON CREEK LANDFILL



### PROJECT SPECIFIC EXPERIENCE INCLUDES:

- »Landfill Design and Permitting
- »Landfill Gas Monitoring
- »Water Quality Monitoring
- »Transfer Station Permit Renewal

### RESOURCE MANAGEMENT

### SPRING LAKE, NORTH CAROLINA / 2013 - PRESENT

**Site Description** - The Anderson Creek Landfill Facility includes closed unlined MSW and C&D landfills, an open C&D landfill, and a transfer station.

**C&D Landfill Expansion Permit** - S+G designed and permitted an expansion for the C&D landfill at this facility.

**Transfer Station Permit Renewal** - S+G prepared the renewal permit for the active transfer station at this facility.

**Environmental Evaluation and Monitoring** - S+G performs semiannual water quality monitoring and reporting and quarterly landfill gas monitoring and reporting at the site.

**NPDES Monitoring and Reporting** - S+G personnel perform NPDES monitoring for stormwater outfalls at the site. S+G also prepared a representative outfall request which reduced the monitoring requirements for this site.

Client Reference:

Harnett County Solid Waste Department Mr. Chad Beane, Solid Waste Director 910.814.6004 cbeane@harnett.org

### **EMPLOYEE OWNED**

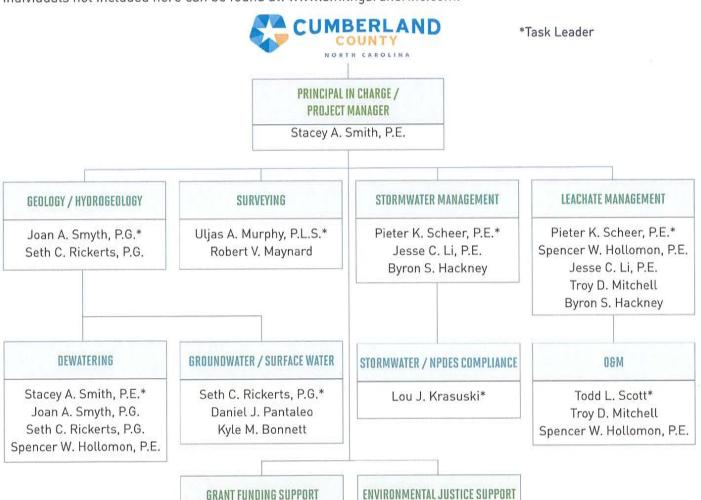
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



### ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart for this project outlining key personnel for each area of expertise. Stacey Smith, P.E. will serve as Principal in Charge and Project Manager for the County. Included in this section are the selected resumes of key individuals for this project. Additional information on our staff and resumes of individuals not included here can be found at: www.smithgardnerinc.com.



Stacey A. Smith, P.E.\* Joan A. Smyth, P.G. Wanu Organics

Stacey A. Smith, P.E.\* Joan A. Smyth, P.G. Tate Consulting

### STACEY A. SMITH, P.E. Senior Engineer - Raleigh, NC

### Academic Credentials:

E.S. Civil Engineering (Construction), 1992
 North Carolina State University, Raleigh, NC
 M.C.E. Civil Engineering (Geotechnical), 2004
 North Carolina State University, Raleigh, NC

#### **Duties:**

2006 - Present — President 2000 - Present — Board of Directors

### **Professional Credentials:**

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA,
MD, MI, MO, NC, OK, PA, SC,
TN, TX, USVI, VA, WI, NCEES
& USCEIP

### **Employment Record:**

1996 - Present — Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)

1995 - 1996 - S.T. Wooten Corporation (STW)

1992 - 1995 - Hazen & Sawyer, P.C.

1991 - 1992 - G.N. Richardson & Associates, Inc.

### Principal Areas of Expertise:

Solid Waste Landfill Siting and Design Renewable Energy Development Landfill Gas Collection System Design & Management Environmental Remediation Construction Management and Administration

### **Professional Activities:**

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)

Environmental Research and Education Foundation (EREF)

NC State University Industry Advisory Board (Past Chair)

#### Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North Carolina Bulletin, October 2016, North Carolina Board of Examiners for Engineers and Surveyors.

Richardson, G.N., Smith, Stacey A. and Scheer, Pieter K., "Active LFG Gas Control: An Unreliable Aid to Stability", Proceedings from the First Pan American Geosynthetics Conference 2-5 March 2008, Cancun, Mexico; SC SWANA Conference 18-20 May 2016

Smith, Stacey A. and Smyth, Joan A., "Passive Acquifer Mining for Landfill Expansion". North Carolina Section Annual Meeting, 26 Sept. 2006, American Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

### JOAN A. SMYTH, P.G., RSM

### Senior Hydrogeologist - Raleigh, NC

### Academic Credentials:

B.S. Hydrogeology, 1988 Northern Arizona University, Flagstaff, AZ

#### Duties:

2016 - Present - Vice President 2010 - Present - Board of Directors 1998 - Present - Secretary

### **Professional Credentials:**

Professional Geologist - NC, SC Registered Site Manager - NCDEQ's IHSB Registered Environmental Consultant Program 40 Hour Health and Safety Training (29CFR1910)

### **Employment Record:**

1994 - Present - Smith Gardner, Inc. 1992 - 1994 - ATEC Associates, Incorporated 1989 - 1992 - International Technology Corporation

### Principal Areas of Expertise:

Aquifer investigation and characterization Ground water assessment and remediation

### **Professional Activities:**

Solid Waste Association of North America - PFAS Group

NCDEQ Rule Review Committee - Environmental Monitoring Rules

Appalachian State University - Adjunct Research and Teaching Professor, Department of Geological and Environmental Sciences

Association of State Boards of Geology - Council of Examiners

### Selected Publications & Presentations:

"Who Will Take My Leachate" NC Solid Waste Assoc. of America (SWANA) Conference, 2023

"PFAS and the Body" NC Solid Waste Assoc. of America (SWANA) Conference, 2022

"Non-PFAS Emerging Contaminants" NC SWANA Conference, 2022

"1,4 Dioxane, What Do We Know?" Association of Environmental and Engineering Geologists (AEG) Webinar, 2021

"Post-Closure Monitoring Can We Be Done Yet?" SC SWANA Conference, 2018

"Landfills and Groundwater - A Case Study of Impact in North Carolina", (Smyth, J.A. and German, M. M.), AEG, 2016



Ms. Smyth oversees hydrogeological investigations for a variety of clients in the region which include subsurface investigations for solid waste facility siting and permitting. Her water quality assessment experience extends from underground storage tank removal to contaminant delineation at pre-regulatory landfill facilities. Her remediation experience includes monitored natural attenuation, in-situ remediation, source removal, and groundwater extraction and ex-situ remediation. Her current focus is on emerging contaminants.

Ms. Smyth has extensive experience in geological and hydrogeological site evaluations for facility permitting and design. This experience includes design of subsurface investigations to understand complex hydrogeology and design and installation of groundwater monitoring networks. These investigations have included various drilling and sample collection techniques, both surface and "downhole" geophysical studies, evaluation of geologic data, collection and evaluation of groundwater flow data, and groundwater quality evaluation.

Ms. Smyth's assessment experience includes collection and evaluation of background and downgradient water quality data, design, performance and evaluation of aquifer pumping tests, design of sentinel monitoring systems, the use of statistics and public data sources to establish naturally occurring conditions within aquifers, and assessment of corrective measures. Due to her experience with waste facilities and superfund, she is a Registered Site Manager (RSM) under the North Carolina Dept. of Environmental Quality's (NCDEQ) Registered Environmental Consultant (REC) program.

Her soil and groundwater remediation expertise include preparation of feasibility studies, design of groundwater recovery and remediation systems and design passive landfill gas recovery systems. She has also designed air sparging remediation systems coupled with vapor recovery for the remediation of volatile organic compounds from groundwater and soil.

Ms. Smyth's recent projects include identification, determination of waste limits, and evaluation of impact from pre-regulatory landfills, emergency response to landfill gas off-site migration, and evaluation of emerging contaminants including 1,4 Dioxane and PFAS at a variety of sites.

Ms. Smyth is a founding member of the Solid Waste Association Landfill Liquids PFAS group which focuses on PFAS and other emerging contaminants, and the impact of these constituents. She is currently focused on assisting clients in evaluating remedial strategies to lessen the impacts these recalcitrant constituents create.

### PIETER K. SCHEER, P.E.

### Academic Credentials: Senior Engineer - Raleigh, NC

Mr. Scheer has over 30 years' experience with the siting, design, permitting, and construction of lined landfill containment cells and closures, including the design of multiple piggyback (waste-over-waste) landfills, and has extensive knowledge in the preparation of bid and construction issue documents and in managing construction administration and quality assurance activities.

### Duties:

2012 - Present – Vice President 1996 - Present – Board Member

B.S. Civil Engineering, 1990

M.S. Civil Engineering, 1992

North Carolina State University, Raleigh, NC

North Carolina State University, Raleigh, NC

### Professional Credentials:

Professional Engineer — NC, SC, VA OSHA 40-Hour Health and Safety Training (29 CFR.1910.120)

### **Employment Record:**

1994-Present – Smith Gardner Inc. 1993-1994 – Harding Lawson Associates 1992-1993 – Hazen & Sawyer, P.C.

### Principal Areas of Expertise:

Landfill Containment and Closure Design Geotechnical Engineering Construction Administration Construction Quality Assurance (CQA)

### Professional Activities:

American Society of Civil Engineers American Society for Testing and Materials D35 Committee

Environmental Research and Education Foundation (EREF) Research Council

Solid Waste Association of North America

### Selected Publications & Presentations:

Richardson, G.N., and Scheer, P.K. (2003), "Design of Geomembrane Protective Rainsheets", GFR, Sept., 2003, pp. 16-19.

Richardson, G.N., Mills, G.G., and Scheer, P.K. (2004), "Geocomposite Drains in Paper-Pulp Landfill Covers", GFR, June, 2004, pp. 32-35.

Richardson, G.N., and Scheer, P.K. (2006), "The Enhancement of Interface Shear Strength Between Two Nonwoven Geotextiles", Geosynthetics, April-May, 2006, pp. 10-16.

Richardson, G.N., Smith, S.A., and Scheer, P.K., (2008), "Active Gas Control: An Unreliable Aid to Veneer Stability", Proceedings from the First Pan American Geosynthetics Conference, 2-5 March 2008, Cancun, Mexico. Mr. Scheer has served as the lead design engineer and project manager for numerous lined Subtitle D municipal solid waste (MSW), construction and demolition debris (C&D), and industrial landfills. Typical project design and permitting experience on each facility includes the design of facility components (design of liner, final cover, and leachate management systems, LFG system design, stormwater analyses, geotechnical evaluations, and site layout and phasing), preparation of permit documents and coordination/interface with regulatory agencies, and the coordination/supervision of staff engineers, civil designers/draftsmen, and subconsultants. Typical project construction experience includes the preparation of bid and construction issue documents (specifications, CQA manuals, drawings, bid forms, etc.), managing bid procurement, performing construction administration, managing CQA activities, and preparation of CQA reports.

Mr. Scheer routinely performs construction and operations cost estimates and economic forecasting/financial analysis for both public and private clients.

He has significant experience with waste geotechnics (slope stability, settlement, etc.) and the design and construction of piggyback (over waste) liner systems. Mr. Scheer has also performed eighteen alternative liner evaluations throughout the Southeast/Mid-Atlantic.

Mr. Scheer also has significant experience with landfill gas (LFG) collection and control systems and pipelines. This experience includes design, permitting, bid procurement, and construction services (administration and CQA) for numerous wellfields and blower/flare stations. His pipeline experience includes design and obtaining all approvals for a cased pipeline installed within a railroad right of way.

Mr. Scheer serves as S+G's quality control/quality assurance (QC/QA) manager. He was the principal author of S+G's QC/QA Manual (first edition completed in 2015) and is in charge of performing regular company training related to internal QC/QA processes and overall work flow. Mr. Scheer also routinely reviews and updates company standard documents and templates.

### Academic Credentials:

B.S. Civil Engineering, 2014 North Carolina State University, Raleigh, NC M.C.E Civil Engineering, 2016 North Carolina State University, Raleigh, NC

### **Professional Credentials and Certifications:**

Professional Engineer - NC, SC, GA
OSHA 40 Hour Hazardous Waste Operations
Landfill Gas (LFG) Systems
Leachate Management Systems
Stormwater Management
Permitting
Civil/Site Analysis

### **Employment Record:**

2013 - Present - Smith Gardner, Inc.

### Areas of Expertise:

Civil Site Analysis
Construction Quality Assurance (CQA)
Waste Characterization
Leachate Management
Stormwater Management
Site Permitting

### Professional Activities:

American Society of Civil Engineers (ASCE)
Solid Waste Association of North America (SWANA)

### SPENCER W. HOLLOMON, P.E.

Staff Engineer - Raleigh, NC



Mr. Hollomon has experience in landfill permitting and design, construction bidding and administration, on-site construction quality assurance and preparation of CQA reports. Mr. Hollomon also has experience with civil site analysis, leachate collection system design, closed landfill inspection and waste characterization studies. His environmental experience includes landfill gas extraction system well field management, landfill gas and water quality monitoring.

Mr. Hollomon has worked in solid waste industry since his attendance at North Carolina State University, where he received a Bachelors and Master's degree in Civil Engineering. His career began as an intern with Smith Gardner, Inc., eventually becoming a full-time employee.

He has provided services for both public and private clients across the southeast for design, permitting, construction administration, and construction quality assurance. His first project experience began as a construction quality assurance representative at a landfill in Georgia, where he gained valuable construction experience which he incorporates into his designs.

Mr. Hollomon's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation; however, he has also provided support for compost facilities, convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina, South Carolina, and Georgia.

Mr. Hollomon uses his knowledge from different aspects of the solid waste industry to provide clients with solutions for material management and reducing overall disposal. Mr. Hollomon has helped to design and permit several material processing facilities, including composting of organics, at Land Clearing and Inert Debris (LCID) landfills to reduce the volume of disposal and provide an alternate revenue stream for clients.

He played an integral role in development of the Nelson Gardens Compost Facility in San Antonio, TX. Mr. Hollomon performed construction oversight and administration for the project. He implemented design plans for stormwater mitigation and compost pad construction. Mr. Hollomon was also responsible for permitting for the compost facility project.

Mr. Hollomon prides himself in supporting clients from the initial stages of design through construction and to operations.

### ULJAS A. MURPHY, PLS

### Senior Surveyor- Raleigh, NC

### **Academic Credentials:**

A.S. Surveying Technology, 2010
White Mountains Community College,
Berlin, NH

B.S. Geography, 2013
Appalachian State University, Boone, NC

### Professional Credentials and Certifications:

Professional Land Surveyor - NC, ME, TN Certified Floodplain Surveyor FAA Remote Pilot Certificate with Small Unmanned Aerial Systems (sUAS) Rating

### **Employment Record:**

2022 - Present - Smith Gardner, Inc. 2021 - 2022 - Draper Aden Associates 2010 - 2021 - Municipal Engineering 2008 - 2010 - Thaddeus Thorne

### Principle Areas of Expertise:

Boundary Surveying Volumetric Surveys Construction Surveys & Inspection Monitoring Surveys

### Professional Activities:

North Carolina Society of Surveyors



Mr. Murphyhasworked with municipal and private landfill owners to find solutions to drainage, access, and many other issues necessary to maintain orderly and compliant operations. In addition to surveying tasks including, boundary, volumetric, and topographical surveys, he has provided detailed inspection services during fused-liner and leachate installation. He has also performed environmental services including groundwater and gas sampling.

Mr. Murphy coordinates and manages land surveying projects and is responsible for the scheduling of survey field and office personnel. His 15 years of experience includes boundary and construction surveying with a strong focus on engineering support. Mr. Murphy has worked throughout the Appalachians completing large and small boundary surveys, subdivisions, and ALTAs. His construction experience includes solid waste volumetric surveys, movement monitoring, multi-level building construction, dams monitoring, and general stakeout. His commitment to keeping up to date with constantly evolving measurement technologies continues to provide a high level of quality and responsiveness to his clients. A commercially licensed and practicing UAS operator, Mr. Murphy has translated thousands of acres of drone-based photogrammetric data into quality maps and volumetric surveys.

Mr. Murphy began his land surveying career learning the fundamentals of surveying and intricacies of boundary law. Work throughout Western North Carolina provided an opportunity to manage survey projects from initial client contact through completion. His boundary projects include the location of 16 miles of waterline in Richmond County, NC as well as mountain tracts of several hundred acres in size. Mr. Murphy has successfully navigated clients through the often difficult regulatory hurdles of land development. He has acted as liaison between developers and land owners, has helped clients procure easements, settle boundary disputes, and reach amicable agreements allowing projects to be completed on schedule.

Mr. Murphy has performed monitoring surveys on numerous buildings and structures, some of which have spanned multiple years. His expertise in statistical analysis and field surveying protocols helped him detect subsidence of less than one-sixteenth of an inch across a three-hundred thousand square foot, \$3-billion pharmaceutical manufacturing building in Clayton, NC. Working within surface mines, Mr. Murphy has performed monitoring surveys of critical structural walls directly impacting the safety and well-being of quarry personnel. His safety record is unblemished as he takes care to protect his staff and limit liability for his clients.

### Academic Credentials:

B.S. Environmental Geology, 2015
Appalachian State University, Boone, NC
Professional ESRI GIS Certification
Appalachian State University, Boone, NC

### **Professional Credentials:**

Professional Geologist - NC Geographic Information Systems OSHA 40 Hour HAZWOPER

### **Employment Record:**

2018 - Present — Smith Gardner, Inc. 2016 - 2018 — TRIMAT Materials Testing

### Areas of Expertise:

Groundwater Assessment and Remediation Geologic and Hydrogeologic Mapping Field Investigations, Sampling, and Coordination. ESRI GIS

#### **Professional Activities:**

**USGS Volunteer** 

### SETH C. RICKERTS, P.G.

Project Geologist - Raleigh, NC



Mr. Rickerts coordinates and manages field activities between environmental field technicians, site directors, and laboratories. Mr. Rickerts specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Focusing on hydrogeology in school, Mr. Rickerts began his career in the construction industry inspecting and reporting on soils, asphalt, and other materials under AASHTO and ASTM standards. Mr. Rickerts now coordinates and manages field activities between environmental field technicians, site directors, and laboratories at the S+G Raleigh, NC office. He specializes in groundwater assessment and remediation, monitoring network design, groundwater and landfill gas compliance, monitoring well installation oversight, soil logging, and other geological services.

Graduating from Appalachian State University with a degree in environmental geology, Mr. Rickerts continues to pursue his passion for the environment. He has prepared Water Quality Monitoring Plans, Landfill Gas Monitoring Plans and installed monitoring networks at several landfill facilities. He has also performed water quality monitoring for detection, assessment and corrective action sites and has performed landfill gas probe monitoring at a variety of facilities.

Mr. Rickerts' experience includes collection and evaluation of landfill gas (LFG) and groundwater geochemical, hydrological, and spatial data. He has experience in groundwater and LFG assessment as well as remediation design and implementation including monitored natural attenuation, phytoremediation, and passive and active LFG collection systems. Mr. Rickerts also has experience with multiple field sampling techniques ranging from groundwater collection via bailers, pumps, and HydaSleeves to aquifer characteristic data via slug testing, and soil vapor surveys and gas measurements at a variety of lined and pre-regulatory solid waste sites. He works side by side with senior geologists, engineers, and closely with NCDEQ SWS representatives.

### **ENVIRONMENTAL RESPONSIBILITY**

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



### CURRENT WORKLOAD AND AVAILABILITY

S+G staff is dedicated to providing quality service to our clients and being available to meet our client's needs. Based upon our understanding of the County's projects and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. The chart below shows S+G key staff's active projects of significance including completion dates. As shown, key staff have ample availability to support the County with this project.

Key Staff	Availability	Active Projects	Estimated Budget	Estimated Completion
Stacey A. Smith, P.E.	30%	Cumberland County Ann Street Landfill - Program Management of Various Solid Waste Projects	Various	Ongoing
		Private MSW Landfill, North Carolina - Reverse Osmosis Treatment System Permitting	\$150,000	Q1/2025
		Private C&D Landfill, South Carolina - Brownfield Development into New C&D Landfill - Permitting and Design	\$125,000	Q2/2024
Joan A. Smyth, P.G.	30%	Cumberland County Ann Street Landfill - Water Quality Evaluations/Report Prepation	\$20,000	Q2/2024
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Undisclosed Client PFAS Response	\$80,000	Ongoing
		Harnett County SWPPP Revision/Water Quality Evaluation	\$5,000	Q1/2024
		Chatham County Risk Based Closure Evaluation	\$25,000	Q1/2025
Pieter K. Scheer, P.E.	20%	Davidson County Landfill Expansion	\$100,000	Q1/2025
		Johnston County Landfill Closure	\$75,000	Q2/2024
		Terreva Renewables RNG Project	\$30,000	Q4/2024
		City of High Point Landfill Expansion	\$25,000	Q2/2024
		Harnett County Misc. Tasks	Various	Ongoing
Spencer W. Hollomon, P.E.	30%	Cumberland County LFG System Expansions and New Convenience Center	\$150,000	Q4/2024
		Cumberland County New Convenience Center	\$60,000	Q4/2025
		Private C&D Landfill Cell Construction and Permit Renewal	\$120,000	Q3/2025
		Private Landfill LFG System Expansion	\$140,000	Q2/2024
Uljas A. Murphy, P.L.S.	30%	Cumberland County Surveying - Various Projects	Various	Ongoing
		Private Landfill, NC - Surveying Work	\$10,000	Q1/2024
		Private Landfill, NC - Construction Surveying	\$35,000	Q1/2025
Jesse C. Li, P.E.	40%	Cumberland Co. Ann Street Landfill - Balefill permitting, Assembly Court Permitting, Balefill	Various	Ongoing
	-	South Wake Landfill Stormwater, leachate treatment, cell construction	\$200,000	Q3/2024
		ARBD Mine Permit Application	\$7,000	Q2/2024
		High Point C&D Landfill Permitting	\$3,500	Q3/2024
Seth C. Rickerts, P.G.	40%	Cumberland County Balefill Permitting	\$10,000	Q2/2024
		Cumberland County Water Quality Evaluations	\$25,000	Q2/2024
		Edgecombe County Water Quality Evaluation	\$17,000	Q2/2024
		Surry County LFG Assessment	\$15,000	Q2/2024
Lou Krasuski	35%	Warren County LCID Permitting	\$35,000	Q2/2024
		Durham LCID Permit Application	\$35,000	Q2/2024
	1	Bladen LCID Permit Application	\$35,000	Q2/2024
	1	SR&R Erosion Control/Driveway Permit Response to Comments	\$3,500	Q2/2024

GW = Groundwater, LFG = Landfill gas, PM = Project Manager, RNG = Renewable Natural Gas

# APPENDIX A FORMS AND REQUIRED DOCUMENTATION

www.smithgardnerinc.com

### ATTACHMENT A: EXECUTION OF PROPOSAL

### **EXECUTION**

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

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

X	The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will no contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its bes interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
X	This proposal was signed by an authorized representative of the Contractor.
X	The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
<u>X</u>	All labor costs associated with this project have been determined, including all direct and indirect costs.
<u>X</u>	The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
<u> </u>	Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order

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

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

VENDOR: Smith Gardner, Inc.			
STREET ADDRESS: 14 N. Boylan Avenue		P.O. BOX:	ZIP: 27603
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603		* 10 * 1 * 2 * 1	TOLL FREE TEL. NO: 28-0577
PRINCIPAL PLACE OF BUSINESS ADDRESS VENDORS ITEM #10):	IF DIFFERENT	FROM ABOVE (SE	EE INSTRUCTIONS TO
PRINT NAME & TITLE OF PERSON SIGNING OF VENDOR: Stacey A. Smith, P.E.	ON BEHALF OF	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE:	DATE: 02/07/2024	EMAIL: stacey@smithgardn	erinc.com

### ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Stacey A. Smith, P.E. President

Name and Title of Contractor's Authorized Official

02/07/2024

Date

## ATTACHMENT C: NONCOLLUSION AFFIDAVIT

## NON-COLLUSION AFFIDAVIT of Cumberland

State of North Carolina County

Stacey A. Smith	, being first duly sworn, deposes	and says that:
I. He/She is the President		the proposer that has
submitted the attached proposal.		
2. He/She is fully informed resp all pertinent circumstances resp	ecting the preparation and contents ecting such proposal.	of the attached proposal and of
3. Such proposal is genuine and	l is not a collusive or sham proposal	0-24-070
employees or parties in interest, or agreed, directly or indirectly sham proposal in connection wo or to refrain from proposing in indirectly sought by agreement proposer, firm or person to fix to or to fix any overhead, profit or to fix any overhead, profit proposer or to secure through advantage against the County of 5. The price or prices quoted in collusion, conspiracy, connival agents, representatives, awners Signature  Printed Name: Stacey A. Signature	nor any of its officers, partners, of including this affiant, has in any way, with any other proposer firm or ith the contract for which the attached connection with such contract, or not or collusion of communication the price or prices in the attached proposal element of the proposal price of Cumberland or any person interest the attached proposal are fair and proposal are fair and proposal entry of conspiration on the proposes, or parties in interest, in the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached proposal are fair and proposal entry of the attached p	person to submit a collusive or sed proposal has been submitted has in any manner, directly or or conference with any other oposal or of any other proposers, ce of the proposal of any other ce or unlawful agreement any ted in the proposed contract; and proper and are not tainted by any part of the proposer or any of its
Title: President		
Date: 02/07/2024		
Subscribed and Sworn to Before	Control and Contro	BRENT C. AIKMAN BRENT C. AIKMAN V.C.
This 7th day of Februar	ry , 2024	BRENT C. AIKWIII NOTARY PUBLIC WAKE COUNTY, N.C. WAKE COUNTY, N.C. My Commission Expires 1-19-2028.
Notary Public Brent C. Aik	man, Wake County, N.C.	My Commission Exp.
My Commission Expires: 01	/19/2028	



### NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

Smith Gardner, Inc. 14 N Boylan Avenue Raleigh, NC 27603

### This is to Certify that:

Smith Gardner, Inc. is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice *engineering and land surveying* under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

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

License No.: F-1370



THE NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

**Executive Director** 

POST IN PLACE OF BUSINESS

Issued 06/07/2023



PO Box 31508

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: Tracy Meadows PRODUCER (919) 783-6427 PHONE (A/C, No, Ext): E-MAIL ADDRESS: (919) 781-1115 FAX (A/C, No): INSURE

tmeadows@insure-nc.com

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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/01/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: TRACY MEADOWS PRODUCER PHONE (A/C, No, Ext): E-MAIL (919) 781-1115 FAX (A/C, No): (919) 783-6427 INSURF PO BOX 31508 TMEADOWS@INSURE-NC.COM ADDRESS: RALEIGH NC 27622 INSURER(S) AFFORDING COVERAGE NAIC # CONTINENTAL CASUALTY COMPANY 20443 INSURER A: INSURED INSURER B: SMITH GARDNER INC INSURER C: 14 N BOYLAN AVENUE INSURER D: RALEIGH NC 27603 INSURER E : INSURER F COI 2022-2023 **CERTIFICATE NUMBER:** REVISION NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP
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If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT \$5,000,000 PER CLAIM: PROFESSIONAL LIABILITY/ \$5,000,000 08/21/2022 08/21/2023 AGGREGATE: EEH 13 333 52 62 POLLUTION INCIDENT LIABILITY DEDUCTIBLE: \$25,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. FOR INFORMATION ONLY AUTHORIZED REPRESENTATIVE

# APPENDIX B SAM/EPLS LIST

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Special EntiSMILEWALLET, LLC		SAN ANTONIO	USA		PPPWTCRK Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/23/2019 Indefinite	SAMR8X4BF
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Firm SMITHFIELD INVESTMENTS, INC.	SOO1 BRENTWOOD STAIR RD,	FT. WORTHTX	USA	76112	YTCMJDXE!NonProcur.HUDP R	Ineligible (Proceedings 5/11/1993 Indefinite	(also STINS: SAMR3MGN1
Vessel SMOOTH			NOX		Reciprocal TREAS-OFA 03-5DA	Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also YARD SAMR3R9KS
Vessel SMP ARKHANGELSK			NOX		UW94G4KJ Reciprocal TREAS-OFAC	Prohibition, PII data ha: 5/8/2022 Indefinite	S4MRN703D
Special EntiSMP BANK	71/11 SADOVNICHESKAYA STREET	MOSCOW	SSS.	115035	H8UZKGGK Reciprocal TREAS-OFA 03-5DA	H8UZKGGK Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SMP ESAMRADYPP
Special EntiSMP BANK OPEN JOINT-STOCK COMPANY			NDX		CA8LUE7VIReciprocal TREAS-OFA 03-5DN	CABLUETVI Reciprocal TREAS-OFA 03-SDN-01 Prohibition, PII data has been mask Indefinite	(also SMP ES4MR4DYPR
Vessel SMP NOVODVINSK			NOX		UWAVKB91Reciprocal TREAS-0FAC	Prohibition, PII data ha: 5/8/2022 Indefinite	S4MRN703F
Vessel SMP SEVERODVINSK			NOX		UWDSRNSI Reciprocal TREAS-OFAC	Prohibition, PII data has 5/8/2022 Indefinite	S4MRN703G
Special EntiSN TEOWOOL	OFCHEUU CHEUU-DO	SEOUL	Š		CQN1YWN Reciprocal ARMY	Ineligible (Proceedings 6/20/2019 6/20/2039	S4MR8HR29
Firm SNAP OFFICE SUPPLIES, LLC	2412 GRANSUITE 2	ROCKVILLE VA	USA	23146	L4CYKW8XiReciprocal EPA	Ineligible (Proceedings 9/7/2023 Indefinite	(also ANDY S4MR5BQE 7RVT1
Special EntiSNGB AO	19 KUKUYEVITSKOGO STREET	SURGUT	SE SE	628400	D97VAQ4A Reciprocal TREAS-OFAC	Prohibition, PII data has 1/26/2018 Indefinite	SAMRQPSZM
Special EntiSNIPER AFRICA	P.O. BOX 28215	KENSINGTON	JAF	2101	US73TKLBL Reciprocal TREAS-OFA03-SDG	JS73TKIBL Reciprocal TREAS-OFA 03-50GT-0: Prohibition, PII data has been mask Indefinite	(also SNIPE S4MR3QBML
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SMITH GARDNER



### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 9/12/2024

SUBJECT: DESIGN-BUILD CONTRACT FOR GOVERNMENT SERVICES

PARKING DECK

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

INFRASTRUCTURE

### **BACKGROUND**

On November 20, 2023, Engineering & Infrastructure advertised a Request for Qualifications (RFQ) for Professional Services in the form of a Design-Build Team for the Government Services Parking Deck Project. The new parking deck will provide sufficient parking capacity for a number of major County construction projects in the vicinity, make up for any parking displaced by these projects and allow for future growth. The anticipated projected cost for the 1,100-stall, six-floor structure is \$33M, which has been incorporated into the County's General Government debt model. Project completion is anticipated prior to the completion of the new Crown Event Center and before construction begins on the new Government Services Building.

The County received eight proposals in response to the RFQ and selected four firms for in-person interviews, after which Samet received the highest score and was recommended. On March 18, 2024, the Board of Commissioners approved the selection of Samet as the preferred choice to provide Design-Build services for the Government Services Parking Deck Project and directed staff to negotiate a contract for these services.

Included for the Board's approval is the base contract with Samet for Phase I preconstruction services to

include design, pricing, and other services based on Owner's Project Criteria. The cost for Phase I services is \$1,998,627.00. At the completion of Phase I, a Contract Amendment will be brought forward to move into the next phase of the project.

The Board approved a Capital Project Budget Ordinance for the Government Services Parking Deck Project on August 19, 2024. This contract has been reviewed for preaudit and legal sufficiency.

### RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board move the following to the September 16, 2024, Regular Meeting for approval on the Consent Agenda:

 Approval of the base contract with Samet for Phase 1 preconstruction services for the Government Services Parking Deck Project.

### **ATTACHMENTS:**

DescriptionTypeDesign-Build Base ContractBackup Material

### **DBIA Contract Document**

#544

# Progressive Design-Build Agreement

CONTRACT # 202522Lo

Document No. 544

Second Edition, 2022

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





### **Progressive Design-Build Agreement**

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

This **AGREEMENT** is made as of this  $19^{th}$  day of <u>August</u> in the year of <u>2024</u>, by and between the following parties, for services in connection with the Project identified below:

#### OWNER:

(Name and address)

Cumberland County, North Carolina Judge E. Maurice Braswell Courthouse 117 Dick Street Fayetteville, NC 28301

### **DESIGN-BUILDER:**

(Name and address)

Samet Corporation 309 Gallimore Dairy Road #102 Greensboro, NC 27409

### PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Government Services Parking Deck Fayetteville, NC Samet Job #23-115

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

- iii If applicable, any prices established under Section 6.1.3 hereof;
- **1.3.1.2** The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to the Proposal;
- **1.3.1.3** A list of the assumptions and clarifications made by Design-Builder in the preparation of the Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents:
- **1.3.1.4** The Scheduled Substantial Completion Date upon which the Proposal is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based and a Project Schedule for the Work;
- **1.3.1.5** If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;
- 1.3.1.6 If applicable, a schedule of alternate prices;
- 1.3.1.7 If applicable, a schedule of unit prices;
- **1.3.1.8** If applicable, a statement of Additional Services which may be performed but which are not included in the Proposal, and which, if performed, shall be the basis for an Increase in the Contract Price and/or Contract Time(s);
- 1.3.1.9 If applicable, a Savings provision;
- 1.3.1.10 If applicable, Performance Incentives;
- 1.3.1.11 The time limit for acceptance of the Proposal; and
- **1.3.1.12** An Owner's permit list, a list detailing the permits and governmental approvals that Owner will bear responsibility to obtain.

### 1.3.2 Review and Adjustment to Proposal.

- **1.3.2.1** After submission of the Proposal, Design-Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the Proposal.
- 1.3.2.2 Acceptance of Proposal. If Owner accepts the Proposal, as may be amended by Design-Builder, the Contract Price and its basis shall be set forth in an amendment to this Agreement, when mutually agreed between the parties (Contract Price Amendment). Once the parties have agreed upon the Contract Price and Owner has issued a Notice to Proceed with Phase 2, Design-Builder shall perform the Phase 2 Services, all as further described in the Contract Price Amendment, as it may be revised.
- **1.3.2.3** Failure to Accept the Proposal. If Owner rejects the Proposal or fails to notify Design-Builder in writing on or before the date specified in the Proposal that it accepts the Proposal, the Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

#### Article 1

#### Design-Builder's Services and Responsibilities

#### 1.1 General Services.

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

#### 1.2 Phased Services.

- 1.2.1 Phase 1 Services. Design-Builder shall perform the services of design, pricing, and other services for the Project based on Owner's Project Criteria, as may be revised in accordance with Section 1.1 hereof, as set forth in Exhibit B, Scope of Services. Design-Builder shall perform such services to the level of completion required for Design-Builder and Owner to establish the Contract Price for Phase 2, as set forth in Section 1.3 below. The Contract Price for Phase 2 shall be developed during Phase 1 on an "open-book" basis. Design-Builder's Compensation for Phase 1 Services is set forth in Section 6.1.1 herein. The level of completion required for Phase 1 Services is defined in Exhibit B, Scope of Services (either as a percentage of design completion or by defined deliverables).
- 1.2.2 Phase 2 Services. Design-Builder's Phase 2 services shall consist of the completion of design services for the Project, the procurement of all materials and equipment for the Project, the performance of construction services for the Project, the start-up, testing, and commissioning of the Project, and the provision of warranty services, all as further described in the Contract Price Amendment. Upon receipt of Design-Builder's proposed Contract Price for Phase 2, Owner may proceed as set forth in Section 1.3.
- 1.3 Proposal. Upon completion of the Phase 1 Services and any other Basis of Design Documents upon which the parties may agree, Design-Builder shall submit a proposal to Owner (the "Proposal") for the completion of the design and construction for the Project for the Contract Price, which may be based on Lump Sum or Design-Builder's Fee and Cost of the Work with an option for a Guaranteed Maximum Price (GMP).
  - 1.3.1 The Proposal shall include the following unless the parties mutually agree otherwise:
    - **1.3.1.1** The Contract Price based on the Design-Builder's Fee and Cost of the Work, with a GMP, which shall be the sum of:
      - i Design-Builder's Fee as defined in Section 6.4.1 hereof;
      - ii The estimated Cost of the Work as defined in Section 6.5 hereof, inclusive of any Design-Builder's Contingency, Owner Contingencies and other Project Contingencies as defined in Section 6.6.2 hereof; and

- i Owner may suggest modifications to the Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 1.3.2.2 above;
- ii Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1.2 hereof without a Contract Price, in which case all references in this Agreement to the Contract Price shall not be applicable; or
- iii Owner may terminate this Agreement for convenience in accordance with Article 8 hereof and Design-Builder shall be paid for its services rendered through the date of termination in accordance with Section 7.1 hereof.

If Owner fails to exercise any of the above options, Design-Builder shall have the right to (a) continue with the Work as if Owner had elected to proceed in accordance with Section 1.3.1.23(ii). above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work; (b) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof; or (c) may give written notice to Owner that it considers this Agreement completed. If Owner fails to exercise any of the options under Section 1.3.1.23 within ten (10) days of receipt of Design-Builder's notice, then this Agreement shall be deemed completed. If Owner terminates the relationship with Design-Builder under Section 1.3.1.23(iii), or if this Agreement is deemed completed under this paragraph, then Design-Builder shall have no further liability or obligations to Owner under this Agreement.

1.4 North Carolina Public Design-Build Contracts. The Owner consents to the Design-Builder retaining Architects, Consultants, and Subcontractors (as defined in the General Conditions of Contract) at the Design-Builder's cost in accordance with N.C.G.S. § 143-128.1A(c)(8)(a) and as set forth in the Design-Builder's response to Owner's RFQ. In addition to the foregoing, other Consultants and Subcontractors may be selected by the Design-Builder during the preconstruction phase in accordance with N.C.G.S. § 143-128.1A(c)(8)(a).

#### Article 2

#### **Contract Documents**

- 2.1 The Contract Documents are comprised of the following:
  - 2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, Standard Form of General Conditions of Contract Agreement Between Owner and Design-Builder (2022 Edition) ("General Conditions of Contract");
  - 2.1.2 The Contract Price Amendment referenced in Section 1.3.2.3 herein or the Proposal accepted by Owner in accordance with Section 1.3 herein.
  - 2.1.3 This Agreement, including all exhibits where applicable for Phase 1 work but excluding, if applicable, the Contract Price Amendment;
  - 2.1.4 The General Conditions of Contract;
  - 2.1.5 Construction Documents prepared and approved in accordance with Section 1.4 of the General Conditions of Contract;

- 2.1.6 Exhibit B, Scope of Services; and
- 2.1.7 The following other documents, if any: Owner specific exhibits or amendments, or others as indicated below: TBD at completion of Phase 1 and preparation of Design-Builder's Proposal, which will be prepared for review and approval by the Owner subsequent to the completion of the Phase 1 Services.

#### **Article 3**

#### Interpretation and Intent

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

#### Article 4

#### **Ownership of Work Product**

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

involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 herein.

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

#### **Article 5**

#### **Contract Time**

- 5.1 Date of Commencement. The Phase 1 Services shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed unless the parties mutually agree otherwise in writing. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed for Phase 2 Services ("Date of Commencement") if the Proposal is accepted and the Contract Price Amendment is amended to this Agreement unless the parties mutually agree otherwise in writing.
- 5.2 Substantial Completion and Final Completion.
  - 5.2.1 Substantial Completion of the entire Work shall be established by the number of calendar days after the Date of Commencement and will be included in the Design Builder's Proposal and Contract Price Amendment ("Scheduled Substantial Completion Date").
  - The parties agree that the definition for Substantial Completion set forth in Section 1.2.19 of the General Conditions of Contract is hereby modified to read as follows:
  - "Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a

Temporary Certificate of Occupancy issued by the local building official, if a Temporary Certificate of Occupancy is applicable to the Project."

- **5.2.2** Interim milestones and/or Substantial Completion of identified portions of the Work shall be included with the Design Builder's Proposal
- **5.2.3** Final Completion of the Work or identified portions of the Work shall be achieved as expeditiously as reasonably practicable. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.8 of the General Conditions of Contract.
- **5.2.4** All of the dates set forth in this Article 5 ("Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.
- 5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 5.4 Liquidated Damages. Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by thirty (30) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT Dollars (\$TBD) as liquidated damages for each day that Substantial Completion extends beyond the LD Date, beginning on the 31st day after the Scheduled Substantial Completion Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting liquidated damages after GMP negotiations.)
- 5.5 Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties, and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving Substantial Completion, Interim Milestone Dates (if any), or Final Completion.
- Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement shall be one-half of Design-Builder's Fee.
- 5.6 Early Completion Bonus. If Substantial Completion is attained on or before TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT (TBD) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.4 hereof an early completion bonus of TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT Dollars (\$TBD) for each day that Substantial Completion is attained earlier than the Bonus Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)
- **5.7 Owner's Review Time.** The parties have established the following maximum and minimum amount of time for Owner to review Design Submissions and the Project Schedule or any updates thereto unless the parties agree in writing otherwise.
  - 5.7.1 Owner shall have a minimum of fourteen (14) days of receipt by Owner to review all Design Submissions, the Project Schedule, and any updates thereto.
  - 5.7.2 Owner shall review and (if applicable) provide a response to Design-Builder on all Design Submissions, the Project Schedule, and any updates thereto within twenty-one (21) days of receipt by Owner.

#### Article 6

#### **Contract Price**

- 6.1 Contract Price.
  - **6.1.1** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of **One Million Nine Hundred Ninety-Eight Thousand Six Hundred Twenty-Seven Dollars (\$1,998,627)** for the Phase 1 Services, subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Phase 1 Services compensation is deemed to include all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.
  - **6.1.2** For Phase 2 Services, Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the Design-Builder's Fee (as defined in Section 6.4 hereof) plus the Cost of the Work (as defined in Section 6.5 hereof), subject to any GMP established in Section 6.6 hereof or as set forth in the Contract Price Amendment and any adjustments made in accordance with the General Conditions of Contract.
  - **6.1.3** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: (This is an optional section intended to provide the parties with flexibility to identify and price limited services.)
- 6.2 Not Used.
- 6.3 Not Used.
- 6.4 Design-Builder's Fee.
  - 6.4.1 Design-Builder's Fee shall be:
  - Four percent (4%) of the Cost of the Work, as adjusted in accordance with Section 6.4.2 below.
  - **6.4.2** Design-Builder's Fee will be adjusted as follows for any changes in the Work:
    - **6.4.2.1** For additive Change Orders which increase the Contract Price, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of four percent (4%) of the additional Costs of the Work incurred for that Change Order, plus any other markups such as Bonds, Insurances, etc. set forth at Exhibit D hereto and the subsequent Contract Price Amendment.
    - **6.4.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:
  - **6.4.3** Limitation of a Subcontractor's overhead and profit for the additional costs incurred due to changes in the Work shall be limited to Five percent (5%) fee and Ten percent (10%) Overhead. There shall be no reduction to account for the Subcontractor's overhead and profit on any deductive Change Orders.

#### 6.5 Cost of the Work.

- **6.5.1** The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:
  - **6.5.1.1** Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, provided, however, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of those rates set forth in Exhibit C Personnel Rate Summary, to this Agreement.
  - **6.5.1.2** Wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work, as set forth in Exhibit C Personnel Rate Summary.
  - **6.5.1.3** Wages or salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in Exhibit C Personnel Rate Summary and performing the function set forth in said Exhibit.
  - **6.5.1.4** Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.5.1.1 through 6.5.1.3 hereof.
  - **6.5.1.5** The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.
  - **6.5.1.6** Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.
  - 6.5.1.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, and not the negligence of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.
  - **6.5.1.8** Costs, including transportation, inspection, testing, storage, and handling of materials, equipment, and supplies incorporated or reasonably used in completing the Work.
  - 6.5.1.9 Not Used
  - 6.5.1.10 Costs of removal of debris and waste from the Site.
  - **6.5.1.11** The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying, and reasonable petty cash expenses.
  - **6.5.1.12** Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at

the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

- 6.5.1.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work. Comprehensive insurance program inclusive of Commercial General Liability, Excess Liability, Employer's Liability, Professional Liability, Pollution Liability, and Automobile Liability Insurance shall be charged to the project at the rate of \$9.50/\$1,000 (0.95%) of the Guaranteed Maximum Price. Owner consent, by execution of this Agreement, that all subcontracts and purchase orders will be enrolled in the Design-Builder's corporate subcontractor default insurance and bonding program, at the rate of \$1.40/\$100 (1.40%) of the value of each subcontract or purchase order. If required, the Design-Builder shall provide a one hundred percent (100%) Performance and Payment Bond to the Owner at the rate of seventy-five hundredths of one percent (0.75%) of the Guaranteed Maximum Price. Builder's Risk Insurance will be provided by the Design-Builder upon Owner's request. The cost of the builder's risk policy will be determined upon developing specific soft cost coverages with Owner's input.
- 6.5.1.14 All fuel and utility costs incurred in the performance of the Work.
- **6.5.1.15** Sales, use, or similar taxes, tariffs, or duties incurred in the performance of the Work, unless otherwise specifically excluded from the Cost of Work in the Design Builder's Proposal and as part of the Contract Price Amendment.
- **6.5.1.16** Legal costs, court costs, and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.
- **6.5.1.17** Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.
- **6.5.1.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.
- 6.5.1.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence.
- **6.5.1.20** Costs incurred in preventing damage, injury, or loss in case of an emergency affecting the safety of persons and property.
- 6.5.1.21 Accounting and data processing costs related to the Work.
- **6.5.1.22** Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.
- **6.5.1.23** Costs for communication services, electronic equipment, and software, directly related to the Work and located at the site or Contractor's Home Office, including without limitation, licensing, 3<sup>rd</sup> Party costs, file storage and usage costs and other costs incurred to comply with Section 7.6, and including project close out and post construction services made necessary to administer the Design-Builder's close out program to the Owner, which shall be charged to the Project at the rate of \$4.50/\$1,000 (0.45%) of the Guaranteed Maximum Price.

- 6.5.2 Non-Reimbursable Costs. The following shall be excluded from the Cost of the Work:
  - **6.5.2.1** Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.5.1.1, 6.5.1.2, and 6.5.1.3 hereof.
  - **6.5.2.2** Overhead and general expenses, except as provided for in Section 6.5.1 hereof, or which may be recoverable for changes to the Work.
  - **6.5.2.3** The cost of Design-Builder's capital used in the performance of the Work.
  - **6.5.2.4** If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

[The parties shall comply with the following Section 6.6 based upon whether the GMP is agreed upon before the execution of this Agreement or will be developed and agreed upon after execution of this Agreement. If the parties do not use a GMP, this Section 6.5 shall be deemed inapplicable and compensation to Design-Builder shall be based on those fees and costs identified in the balance of this Article 6.]

- 6.6 The Guaranteed Maximum Price.
  - INCORPORATED AT CONTRACT PRICE AMENDMENT

    Dollars (\$TBD). Documents used as a basis for the GMP shall be identified in the Contract Price Amendment to this Agreement. Design-Builder does not guarantee any specific line item provided as part of the GMP and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. (While the Contract Price Amendment will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 1.3 above, to ensure that the basis for the GMP is well understood).
    - **6.6.1.1** The Owner and Design-Builder agree that the Guaranteed Maximum Price does not include any increases or escalation in pricing due to tariffs or anti-dumping and countervailing duties (collectively herein "Tariff") not legally enacted as of the date of Contract Price Amendment ("GMP Date"). In the event of the enactment of an applicable Tariff after the GMP Date, the Guaranteed Maximum Price shall be increased by the amount by which said Tariff exceeds those in effect as of GMP Date. The Design-Builder shall not be entitled to additional Fee or General Conditions on any Change Order to the extent based on a Tariff enacted or increased after GMP Date.
    - 6.6.1.2 Notwithstanding any other provisions of the Construction Documents, the Owner and Design-Builder agree that neither the Contract Time nor the Contract Sum assume any adverse impacts from force majeure events including, but not limited to, the COVID-19 pandemic or any similar or other epidemics or pandemics. Potential impacts from these events include, but are not limited to, government-ordered work stoppages, supply chain disruptions, and the unavailability of labor or materials to the Design-Builder or its subcontractors or suppliers. Subject to either Party's rights pursuant to Article 11 of the General Conditions of Contract, and notwithstanding any other provisions of any Construction Document, to the extent the consequences of said events delay or disrupt the Work in one or more ways set forth above, or result in material price escalations, and such increases are not recovered from any government entity or government funding, the Design-Builder shall receive an equitable adjustment to the Contract Time and Contract Sum to address such impacts, delays or disruptions.

- 6.6.1.3 Notwithstanding any other provisions of the Construction Documents, the Contract Sum is based on the current market prices and availability of the building materials and components required for the Work (for example only, and without limitation, roofing, concrete, plywood, lumber, structural steel, drywall, plumbing and electrical products containing copper, appliances, etc.) (collectively, "Building Materials"). The Owner and Design-Builder recognize that the market for these Building Materials can be volatile, and sudden increases in the price of the Building Materials and Building Materials shortages can occur based on national and international events that affect the market for such Building Materials. Accordingly, if following the date of the Contract Price Amendment an increase in the cost of Building Materials occurs, through no fault of the Design-Builder, the Contract Sum shall be equitably adjusted by change order in accordance with the procedures of the Construction Documents as well as those set forth herein. If the price escalation in Building Materials cannot be overcome through value engineering, substitutions, or early purchasing/warehousing, the Owner and Design-Builder shall enter into a Change Order calculated in the following manner: (i) the first five percent (5%) of the increased cost associated with Building Materials price escalation above the costs included in the GMP shall be borne by the Design-Builder and shall not be included in the Change Order; and (ii) the remaining amount of the increased costs associated with Building Materials price escalation above the five percent (5%) in the foregoing section (i) shall be included in the Change Order increasing the Contract Sum. The Design-Builder shall not be entitled to any Design-Builder's Fee based on any increased costs associated with Building Materials escalation.
- The GMP will include a Construction Contingency in the amount of TO BE DETERMINED AND INCORPORATED AT CONTRACT PRICE AMENDMENT Dollars (\$TBD) which is available for Design-Builder's sole and exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials not paid for by the Owner; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price, (g) additional staffing costs to ensure schedule is maintained, or (h) as further defined in the Design-Builder's Proposal. The Contingency is not available to Owner for any reason, including changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide a record of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

The Construction Contingency amount will be established as part of the Design-Build Contract Price Amendment subject to approval of the Owner / BOC.

#### 6.6.3 Savings.

- **6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.3 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:
- Fifty percent (50%) to Design-Builder and Fifty percent (50%) to Owner.

**6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.4 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.

#### 6.7 Allowance Items and Allowance Values.

- **6.7.1** Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Contract Price Amendment or the Proposal.
- **6.7.2** Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.
- **6.7.3** No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) and Contract Price.
- **6.7.4** The Allowance Value includes the direct cost of labor, materials, equipment, transportation, taxes, and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and Fee, are deemed to be included in the original Contract Price as based on the original Allowance Value, and are subject to adjustment as defined in Section 6.7.5 herein.
- **6.7.5** Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the overage or savings will offset savings or overages from other Project Allowances. Should savings not be achieved from a single or cumulative sum of utilized Allowances, Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value plus applicable Design-Builder Fee.
- 6.8 Not Used.

#### Article 7

#### **Procedure for Payment**

7.1 Payment for Preliminary Services. Design-Builder and Owner agree upon the following method for partial and final payment to Design-Builder for the services hereunder: The Phase 1 Preconstruction/Design Services as defined within Section 6.1.1 herein and within the attached Exhibit B, Preconstruction/Design Scope of Services dated 5/5/24 will be performed and the associated costs thereof may be included within the cost defined within the Contract Price Amendment if requested by the Owner. This will allow for the accounting of the Project to be completed under one accounting budget. Until the Contract Price Amendment is executed, payment for these services will be submitted in monthly intervals based on the percent of work completed under the Conceptual/Schematic Design Phase, Design Development Phase, and Construction Documents Phase respectively. Subsequent to the execution of the Contract Price Amendment, the Preconstruction/Design Services cost will be invoiced within the first Pay Application following execution of the Contract Price Amendment, with a credit applied for any prior

payment(s) made by the Owner for such Services. Should the Owner and Design-Builder not execute the Contract Price Amendment, Design-Builder will invoice and Owner will pay Design-Builder its Preconstruction Services Cost plus ten (10%) percent under the payment terms defined in Article 7.2 herein.

#### 7.2 Contract Price Progress Payments.

- **7.2.1** Design-Builder shall submit to Owner on the Twenty-Fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.
- **7.2.2** Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.
- **7.2.3** If Design-Builder's Fee under Section 6.4 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

#### 7.3 Retainage on Progress Payments.

#### 7.3.1

- Owner will retain <u>five</u> percent (5%) of the cost of Work, exclusive of: (1) General Conditions costs, (2) general requirements, (3) materials directly purchased by the Design-Builder, (4) permit and inspection fees, and (5) any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Work completed early in the Project. Additionally, insurance and bond premiums and licenses procured for the Project shall be billed at 100% in the month such costs are incurred and are not subject to retainage.
- **7.3.2** Within fifteen (15) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.
- 7.3.3 In accordance with N.C.G.S. §143-134.1, when the Project is fifty percent (50%) complete, the Owner, with written consent of the surety, shall not retain any further retainage from periodic payments due the Design-Builder if the Design-Builder continues to perform satisfactorily and any nonconforming Work identified in writing prior to that time by the Owner has been corrected by the Design-Builder and accepted by the Owner. If the Owner determines the Design-Builder's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application as authorized by N.C.G.S. §143-134.1 up to the maximum of five percent (5%). Further, the Owner shall be authorized to withhold additional retainage from a subsequent periodic payment, not to exceed five percent (5%) in order to allow the Owner to retain two and one-half percent (2.5%) total retainage through the completion of the Project.
- **7.3.4** Pursuant to N.C.G.S. § 143-134.1(b2), full payment, less authorized deductions, shall also be made for those trade subcontractors that have reached one hundred percent (100%) completion of their contract by or before the Project is fifty percent (50%) complete if the trade subcontractor

has performed satisfactorily, provided payment to the early finishing trades is contingent upon the Owner's receipt of an approval or certification from the architect or engineer that the work performed by the subcontractor is acceptable and in accordance with the Design-Build Documents. At such time, the Owner shall reduce the retainage for such trades to five-tenths percent (0.5%) of the contract.

- **7.3.5** Retainage to subcontractors shall be in accordance with this Agreement and N.C.G.S. §143-134.1.
- 7.4 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ten (10) days after Owner's receipt of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.
- 7.5 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing forty-five (45) days after payment is due at the rate of one percent (1%) per month pursuant to N.C.G.S. § 143-134.1.
- Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time to time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda, and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, but the composition of such multiplier or markup is not subject to audit. Any lump sum agreed to by Owner and Design-Builder as part of this Agreement is not subject to audit.

The following unit rates which are part of the Cost of the Work are NOT to be subject to audit as defined within this Section:

- 1. Bonds & Insurances as defined in Section 6.5.1.13
- 2. Technology, File Storage, Closeout Services, etc. as defined in Section 6.5.1.23
- 3. Personnel Rates as defined in Sections 6.5.1.1 to 6.5.1.4 and on Exhibit C

#### Article 8

#### **Termination for Convenience**

- 8.1 If Design-Builder is terminated for convenience pursuant to Section 11.6 of the General Conditions, and the parties have agreed to a payment to Design-Builder in the case of such termination of convenience, Owner shall pay Design-Builder for the following in addition to the amount set forth in Section 11.6.1 of the General Conditions:
  - The fair and reasonable sums for overhead and profit on the sum of items as set forth in Section 11.6.1 of the General Conditions.

- In addition to the amounts set forth in Section 8.1 above and Section 11.6.1 of the General Conditions. Design-Builder shall be entitled to receive one of the following if the parties agree to an additional payment:
  - If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid one hundred percent (100%) of the remaining balance of the Phase 1 Contract Price plus any Costs incurred toward Phase 2, following issuance of a Notice to Proceed from the Owner, including but not limited to procurement of submittals, long-lead material and equipment, or any other costs incurred by the Design Builder directly related to Construction of the project.
  - If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid for all actual costs incurred for Work in place, for procured materials and equipment, and/or all other costs associated with stopping Work and safely demobilizing from the site and closing-out subcontracts and the Owner Agreement.

#### Article 9

#### Representatives of the Parties

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

Jermaine Walker, Director, Engineering and Infrastructure 130 Gillespie Street, Suite 214 Fayetteville, NC 28310 Office: 910-321-6602

Mobile: 910-322-0043

iwalker@cumberlandcountync.gov

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

> Jermaine Walker, Director, Engineering and Infrastructure 130 Gillespie Street, Suite 214 Fayetteville, NC 28310 Office: 910-321-6602

Mobile: 910-322-0043

jwalker@cumberlandcountync.gov

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

David Bollenbacher, Regional Vice President Samet Corporation 8115 Market Street, Suite 304 Wilmington, NC 28443 Mobile: 910-376-5442 dbollenbacher@sametcorp.com

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

Philip Blalock, Project Manager Samet Corporation 8115 Market Street, Suite 304 Wilmington, NC 28443 Mobile: 704-718-0306 pblalock@sametcorp.com

#### Article 10

#### **Bonds and Insurance**

- **10.1 Insurance.** Design-Builder shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and in accordance with Article 5 of the General Conditions of Contract.
- 10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond. (Check one box only.	If no box is checked, then no bond is required.)
□ Required	☐ Not Required
Payment Bond. [Check one be	ox only. If no box is checked, then no bond is required.]
□ Required	☐ Not Required
If the "Required" bo	curity. If no box is checked, then no other performance security is required. It is checked, identify below the specific performance security that is and all salient commercial terms associated with that security.]
☐ Required	Not Required     ■

#### Article 11

#### Other Provisions

- 11.1 Other provisions, if any, are as follows: (Insert any additional provisions.)
  - 11.1.1 Written Notice. The Owner and Design-Builder agree where this Agreement or the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing, and given in electronic format, to the designated representative of the party to whom the notice is addressed, and shall be deemed to have been duly served by electronic transmission to the party's representative at the email address below. If the sending party receives notice of any type of electronic delivery failure, the sending party shall thereafter immediately serve the notice in person, by mail, or by an overnight or same-day courier service to the party's designated representative. A party shall notify the other party in writing in advance of, or not later than five (5) days after, any change to the email address of the party's representative.

Owner's Representative for Notices

Jermaine Walker

Email

jwalker@cumberlandcountync.gov

Design-Builder's Representative for Notices

David Bollenbacher

Email

dbollenbacher@sametcorp.com

- 11.1.2 Electronic Transactions. The Contractor may use DocuSign for the transmission and electronic execution of certain Contract Documents, including this Agreement and subsequent Change Orders, or may transmit and exchange Contract Documents by email as set forth in Article 9.8.1 herein. By execution of this Agreement, the parties agree that any electronic record or electronic signature, including a scanned and emailed copy of an original signature, shall be attributable to the person whose signature appears on the electronic record/electronic signature, shall have full legal effect and enforceability to bind the party causing the electronic signature to be made, and shall satisfy any provision of this Agreement or of any law that requires a record be in writing.
- 11.1.3 Counterparts. This Agreement may be executed in multiple counterparts. Each such counterpart is an original, but when more than on such counterpart is taken together, they are a single instrument. A copy of original signatures, whether transmitted by email, facsimile or otherwise, are binding as originals.
- 11.2 Listing of Exhibits and documents incorporated herein:

Exhibit A - Owner's Project Criteria

Exhibit B - Scope of Services

Exhibit C - Design Builder Personnel Rate Sheet

Exhibit D - Project Insurances

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

Contract Price Amendment - to be incorporated upon completion of Phase 1 Services.

#### Article 12

#### Limitation of Liability

#### 12.1 Not Used

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

OWNER:	DESIGN-BUILDER:
CUMBERLAND COUNTY, NC (Name of Owner)	SAMET CORPORATION (Name of Design-Builder) DocuSigned by:
(Signature)	(Signatura):es79F48A
(Printed Name)	Richard K. Davenport (Printed Name)
(Title)	COO/President of Construction (Title)
Date:	Date: 8/23/2024
	N.C. General Contractor's License #3538
	DB LIG

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

FINANCE DIRECTOR

APPROVED FOR LEGAL SUFFICIENCY UPON FORMAL EXECUTION BY ALL PARTIES

BY: S/25/24
County Attorney's Office

BOC Appred Award
3/18/24



CONTRACT #: 2025726

<u>IRAN DIVESTMENT ACT CERTIFICATION</u>. 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.

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

Company Name: Samet Corporation	
Signed by:	0.400.4000.4
kenneth J. Grube	Date <u>8/23/2024</u>
Authorized Signer	



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:  CONSTRUCTION:  NC Licensing Board for General Contractors: (https://nclbgc.org)  NC State Board of Examiners of Electrical Contractors: (https://www.ncbeec.org)  NC State Board of Examiners of Plumbing, Heating and Fire Sprinkler Contractors: (https://www.nclicensing.org)  NC Landscape Contractors' Licensing Board: (https://nclclb.com)  DESIGN: NC Board of Architecture and Registered Interior Designers: (http://www.ncbarch.org)  NC Board of Examiners for Engineers and Surveyors: (http://www.ncbels.org)  NC Board of Landscape Architects: (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.



- 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

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

OVERMEET MOSECT BODGET	
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:

- 1. 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 pre-qualifying 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 self-perform 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.
- b. 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



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. RFQ Response Review

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. RFQ 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
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.

#### 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.

<sup>\*</sup> Interviewees will be evaluated independently of the RFQ scoring on a separate 20-point scale.



#### OFFICE OF THE COUNTY ATTORNEY

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

**DATE:** 9/6/2024

SUBJECT: LEASING POLICY

Requested by: BOARD OF COMMISSIONERS

**Presenter(s): COUNTY ATTORNEY** 

#### **BACKGROUND**

The county attorney drafted the attached policy for the board's consideration at the August Agenda Session. The proposed policy addresses leasing to governmental units, to private tenants for specialty uses, and to private tenants for business office uses. The attached List of Current Leases demonstrates why the policy is written this way. The policy creates guidelines to establish consistency in the lease terms offered to tenants in similar circumstances. In summary, the policy provides: (1) the terms for leases to other governmental units should be specific to the use for the property by the other governmental unit; (2) the terms for leases to private tenants for specialty uses should also be specific to the use for the property for the private tenant; and (3) the terms for leases to private tenants for ordinary business office uses should be consistent with similar leases with respect to the rent and property services provided for the leased premises by the county.

The board asked the details of property leased by the county as a tenant also be provided. The lease information for all properties leased by the county as landlord or tenant and the draft policy are attached.

#### RECOMMENDATION / PROPOSED ACTION

This matter is presented for discussion.

#### **ATTACHMENTS:**

Description
LEASES AS LESSEE
LEASES AS LESSOR
PROPOSED LEASE POLICY

Type

Backup Material Backup Material Backup Material

#### **FACILITY AND LEASE AGREEMENTS**

#### **COUNTY AS LESSEE**

Updated by Legal August 2024

LESSOR	LOCATION	DESCRIPTION	AMENITIES PROVIDED	RENT	BOC APPR DATE	EFFECTIVE DATE	EXPIRATIO N DATE	NOTES
Cooper, Shirley Beard - Heirs (Robert E. Cooper)	2210 Rich Walk Rd (Cooper Container Site)	Land lease - 1 acre - 5 year term		\$6,000 total term	5/20/2024	1/1/2024	1/1/2029	
First Presbyterian Church of Fayetteville	Person Street parking lot	Additional courthouse parking - 5 year term	111 parking spaces (weekdays 7 a.m. until 7 p.m.) and outdoor lighting	\$21,000/year & property taxes	5/16/2022	7/1/2022	6/30/2027	
Fisher, William Lalaster	7931 Turnbull Rd (Fisher Container Site)	Land lease - 0.46 acres - 5 year term		\$800/year	8/17/2020	3/25/2020	3/25/2025	
Hart, Cletter C.	4465 Macedonia Church Rd (Carter Container Site)	Land lease - 0.32 acres - 5 year term		\$1,200/year	4/15/2024	5/1/2024	5/1/2029	
Hubbard, Arthur G., et al (Life Estate)	1066 Wade-Stedman Rd (Hubbard Container Site)	Land lease - 0.38 acres - 5 year term		\$3,000 total term		5/23/2019	4/23/2029	Extended 5 additional years
Millview Investments LLC	2622 Hope Mills Rd, Suites 100 & 102 (WIC Office/Clinic)	Office lease (SF not specified)	15 parking spaces, trash/dumpster, grounds maint.	\$37,548/year		9/1/2021	8/31/2024	
Northwest Valley Office Plaza LLC	2504 Raeford Rd, Suite C (DSS Family Visitation Center)	Office lease - 1,753 SF - 1 year term	everything provided by landlord except telephone and security system with tenant responsible to clean its offices andfor all plumbing	\$1,900/month \$22,800/year \$13.01 /sf		1/1/2024	12/31/2027	Extended 2 additional years
State of NC Department of Environment and Natural Resources (NCDENR)	1600 Little River Rd (Manchester Container Site)	Land lease - 2.05 acres - 20 year term		\$1.00 total term		4/1/2012	3/31/2032	
State of NC - Wildlife Resources Commission	Lake Rim Fish Hatchery (Lake Rim Park)	Land lease - 29.86 acres - 40 year term		\$1.00/year		7/1/1995	6/30/2035	
Stout Timber LLC (CES previous Owner)	9221 Giles Road (Jernigan Container Site)	Land lease - 0.53 acres - 5 year term		\$800/year	4/17/2023	8/12/2023	8/12/2028	
Williams, Charlie Wayne - Revocable Living Trust	5746 Kennel Rd (Williams Container Site)	Land lease - 0.31 acres - 5 year term		\$5,000 total term	9/19/2022	5/1/2022	5/1/2027	

#### FACILITY AND LEASE AGREEMENTS

#### PRIOR - COUNTY AS LESSEE

LESSOR	LOCATION	DESCRIPTION	BOC APPR DATE	EFFECTIVE DATE	EXPIRATION DATE	NOTES
American Uniform Sales, Inc.	4 <del>674 Research Dr.</del>	McCauley Container Site	9/15/2014	9/1/2014	9/1/2019	Renewed?; See file 3 SW 14 001; Conveyed- to Research Drive, LLC 02/07/22
FTCC	FTCC Business and Industries Building	FTCC - Lease Rooms 108 & 108A	<del>12/21/2015</del>	<del>1/29/2016</del>	<del>2/28/2019</del>	Renewed?
Fisher, Lula Mae Melvin	7931 Turnbull Rd	Fisher Container Site		<del>3/1/2009</del>	<del>3/1/2014</del>	Renewed?
Malzone Marketing, Inc.	727 McGilvery Street	DSS Foster Care Family Visitation Center		<del>3/7/2016</del>	<del>3/7/2017</del>	Renewed?
Weeks Rental Properties LLC	2504 Raeford Rd	DSS Family Visitation Center		<del>1/1/2021</del>	<del>12/31/2023</del>	Renewed under Northwest Valley Office- Plaza, LLC
Research Drive LLC (previously leased to- American Uniform Sales)	4674 Research Dr. (McCauley Container Site)	Land lease			8/31/2019	See file 3-SW-14-001; Conveyed to Research Drive, LLC 02/07/22; NO CURRENT LEASE PER A.BADER 8/19/24.
Tart, C.L.	5746 Kennel Rd	Land lease		10/1/2016	9/30/2021	No copy or file in Legal; There is a lease with Williams for the same site. Is there a separate lease with Tart for the Williams Container Site?

#### **COUNTY AS LESSOR**

Legal Updated May 30, 2023

LESSEE	LOCATION	DESCRIPTION	AMENITIES PROVIDED	RENT	EFFECTIVE DATE	EXPIRATION DATE	NOTES	
GOVERNMENTAL UNITS:								
Alliance Health & Private Provider	1632 Sally Hill Circle	DSS Group Home - 5-year term	county provides all repair & maintenance; tenant responsible for utilities	\$1.00/yr	11/1/2021	11/2/2026		
Alliance Health & RI International	1724 Roxie Ave	Building lease - Crisis inpatient mental health facility	interior and exterior maintenance & repairs; all structural components and systems; landscaping; parking lot	none	7/1/2019	6/30/2025		
State of NC - Dept. of Agriculture & Consumer Services	301 E. Mountain Dr - Charlie Rose Ag-Expo Center	Witchweed program - 368 sf office for material storage	everything provided by county except telephone service	\$5,520 /yr \$15/sf	1/1/2024	12/31/2026		
State of NC - Dept. of Agriculture/Forestry	109 Bradford Ave	Antenna on radio tower & location for emergency communications equipment	minimal electricity	\$10 total	8/1/2021	7/31/2024	Expired-check status	
State of NC - DHHS	1225 Ramsey St	4,326 SF office and training space at DSS	everything provided by county except telephone service	\$64,890/yr \$15/sf	9/30/2021	9/30/2026	Can be extended by State for two 5- yr terms with the same lease terms	
US DOT - Federal Aviation Administration (FAA)	2721 Elizabethtown Rd - Arnette Park	619 sf for low-level wind shear alert sensor	none	none	5/1/2019	9/30/2039		
SPECIALTY USES:								
Crown Castle South LLC	853 Technology Drive	Land lease for cellular monopole 10-year term	none	\$5,000 one-time payment and \$12,068/yr	9/23/2022	9/23/2042	Amended lease that added 4 additional 5-yr extensions with rent increase of 15% each renewal	
Vision Resource Center	2736 Cedar Creek Rd - Alphin House (2,752 sf)	to provide services to visually impaired persons	interior and exterior maintenance & repairs; structural components and systems; landscaping; paved areas	\$2,400/yr \$0.87/sf	7/1/2022	6/30/2025		
BUSINESS OFFICE USES:								
Coastal Horizons Center Inc	412 Russell Street	Office space - 1,212 sf (to provide community-based family services and TASC)	everything provided by county except telephone service	\$18,180/yr \$15/sf	5/1/2022	4/30/2025		
Cumberland County Communicare Inc	109 Bradford Ave	Office space - 14,494	everything provided by county except telephone service	\$42,808/yr \$2.95/sf	7/1/2021	6/30/2024	board extended to September 30, 2024	
FACVB - Fayetteville Area Convention and Visitors Bureau, Inc.	245 Person Street	Building lease - 7,049 SF	county provides all repair & maintenance of exterior roof, walls, parking lot, landscaping & janitorial	\$74,014.50/yr \$10.50/sf	12/1/2022	11/30/2027		
Service Source Employment Services Inc.	12.96 acres and buildings at Ames Street	Building and land lease	none	\$1.00/yr	7/1/2022	6/30/2032	may be terminated by either party on 24 months notice	

#### **FACILITY AND LEASE AGREEMENTS**

#### **COUNTY AS LESSEE**

Legal Updated May 30, 2023

LESSOR	LOCATION	DESCRIPTION	BOC APPR DATE	EFFECTIVE DATE	EXPIRATION DATE	NOTES
American Uniform Sales, Inc.	4674 Research Dr.	McCauley Container Site	9/15/2014	9/1/2014	9/1/2019	Renewed?; See file 3-SW-14-001; Conveyed to Research Drive, LLC 02/07/22
Cooper, Shirley Beard - Heirs (Robert E. Cooper)	2210 Rich Walk Rd	Cooper Container Site	5/20/2024	1/1/2024	1/1/2029	
FTCC	FTCC Business and Industries Building	FTCC - Lease Rooms 108 & 108A	12/21/2015	1/29/2016	2/28/2019	Renewed?
First Presbyterian Church of Fayetteville	Person Street parking lot	Additional courthouse parking	5/16/2022	7/1/2022	6/30/2027	See M3-2023-127
Fisher, Lula Mae Melvin	7931 Turnbull Rd	Fisher Container Site		3/1/2009	3/1/2014	Renewed?
Fisher, William Lalaster	7931 Turnbull Rd	Fisher Container Site	8/17/2020	3/25/2020	3/25/2025	File 3.3-2021-1767
Hart, Cletter C.	4465 Macedonia Church Rd	J.E. Carter Container Site	4/15/2024	5/1/2024	5/1/2029	See file 3-SW-14-002
Hubbard, Arthur G., et al	1066 Wade-Stedman Rd	Hubbard Container Site		5/23/2019	4/23/2029	See file 3-SW-08-001
Malzone Marketing, Inc.	727 McGilvery Street	DSS Foster Care Family Visitation Center		3/7/2016	3/7/2017	Renewed?
Millview Investments LLC	2622 Hope Mills Rd	DPH WIC Office/Clinic - Suites 100 & 102		9/1/2021	8/31/2024	See file M3-2022-079
Northwest Valley Office Plaza LLC	2504 Raeford Rd	DSS Family Visitation Center	12/18/2023	1/1/2024	12/31/2025	See file M3-2024-332
Research Drive LLC (previously leased to American Uniform Sales)	4674 Research Dr.	McCauley Container Site		?	?	No copy or file in Legal; See file 3-SW-14-001; Conveyed to Research Drive, LLC 02/07/22; Is there a lease with Research Drive LLC?
State of NC Department of Environment and Natural Resources (NCDENR)	1600 Little River Rd	Manchester Container Site		4/1/2012	3/31/2032	

#### **FACILITY AND LEASE AGREEMENTS**

#### **COUNTY AS LESSEE**

Legal Updated May 30, 2023

LESSOR	LOCATION	DESCRIPTION	BOC APPR DATE	EFFECTIVE DATE	EXPIRATION DATE	NOTES
State of NC - Wildlife Resources Commission	Lake Rim Fish Hatchery	Recreational park		7/1/1995	6/30/2035	
Stout Timber LLC (CES previous Owner)	9221 Giles Road	Jernigan Container Site	4/17/2023	8/12/2023	8/12/2028	
Tart, C.L.		Williams Container Site ?		10/1/2016	9/30/2021	No copy or file in Legal; Is there a separate lease with Tart for the Williams Container Site?
Weeks Rental Properties LLC	2504 Raeford Rd	DSS Family Visitation Center		<del>1/1/2021</del>	<del>12/31/2023</del>	Renewed under Northwest Valley Office Plaza, LLC
Williams, Charlie Wayne - Revocable Living Trust	5746 Kennel Rd	Williams Container Site	9/19/2022	5/1/2022	5/1/2027	See M3-2023-181

#### **EXPIRED - FACILITY AND LAND LEASE AGREEMENTS**

### EXPIRED - COUNTY AS LESSOR Legal Updated May 30, 2023

DATE OF									
LESSEE	LOCATION	DESCRIPTION	AMENITIES PROVIDED	BOC APPR DATE	ORIGINAL LEASE	EFFECTIVE DATE	EXPIRATION DATE	NOTES	
Alliance Behavioral Healthcare	711 Executive Place	Office space		<del>2/17/2016</del>		<del>1/1/2016</del>	<del>12/31/2019</del>		
Alliance Behavioral Healthcare	711 Executive Place	Office space		8/18/2014		7/1/2014	<del>6/30/2015</del>		
ellowship Health Resources Inc.	412 West Russell Street	Office-space				<del>11/1/2015</del>	6/30/2017		
umberland County Communicare	226 Bradford Ave	Office space						11/1/2011	######
umberland County Communicare	711B Executive Place	Office space				1/2/2007		10/1/2007	######
aster Seals UCP of NC and Virginia	223 Hull Road - Dorothy Spainhour Facility					6/15/2015		7/1/2015	######
ort Bragg Regional Alliance Inc	2736 Cedar Creek Rd - Alphin House	Building lease				5/7/2012		7/1/2012	is ac m
IS DOT - Federal Aviation- Administration (FAA)	2721 Elizabethtown Rd - Arnette- Park	Land lease				<del>8/4/2009</del>		<del>5/1/2009</del>	*****
tate of NC DHHS	1225 Ramsey St	4,326sf office and training space at DSS						<del>10/1/2016</del>	******
tate of NC Dept. of Agriculture & onsumer Services	301 E. Mountain Dr Charlie Rose- Ag Expo Center	Witchweed program						1/1/2015	******

#### 8-5-2024 – DRAFT FOR DISCUSSION

### **Cumberland County Board of Commissioners Policy for Leasing County-owned Property**

#### 1.0. PURPOSE

The county leases county-owned land and buildings, or portions thereof, which are not needed for the county's purposes, to private and governmental unit tenants. For the purposes of this policy, a "governmental unit" has the same meaning as in G.S. § 160A-274, and a private tenant means any tenant that is not a governmental unit. It is the intent of the board of commissioners that the county not act as a landlord in the regular course of the county's business, but only as may be necessary for a tenant to provide services which the county is authorized to provide or when it is beneficial to the public or the county's ownership, maintenance, or planned future use of the property for it to be occupied and used for the purpose for which it is leased. The purpose of this policy is to establish the criteria to be considered for leasing county-owned property to private or governmental unit tenants with the goal that the lease terms of county-owned properties are consistent for similar tenants.

#### 2.0. SCOPE

This policy shall apply to any lease of county-owned property to a private or governmental unit tenant for any purpose.

#### 3.0. STATEMENT OF THE POLICY

- **3.1.** The following conditions shall apply to all leases of county-owned property:
  - **a.** The board of commissioners must find that the property is not needed for the county's governmental purposes during the term of the proposed lease.
  - **b.** The proposed lease must comply with the statutory process for leasing transactions set forth in Article 12 of Chapter § 160A of the General Statutes.
- **3.2.** For leases to a governmental unit, the lease terms shall be in accordance with the provisions of G.S. § 160A-274.
- **3.3.** For leases to private tenants, the lease terms shall be subject to the following criteria:
  - **a.** For leases of buildings or portions of buildings for business office uses, to the greatest extent possible the lease terms for all tenants shall be similar with respect to the rent and the property services provided by the county on behalf of the tenant. Property services include, without limitation, utilities, telephone or internet service, interior and exterior maintenance of buildings, janitorial services, security services, grounds and landscaping maintenance, and garbage pickup. The rent should approximate the fair market rent for the location and condition of the premises and account for the property services to be provided by the county as lessor. When the fair market rent cannot be readily determined, the rent paid by the State of North Carolina for leases of similar property located in the City of Fayetteville may be regarded as a fair market rent.

#### 8-5-2024 – DRAFT FOR DISCUSSION

**b.** For leases of property for specialty uses, the lease terms shall be specific to the use. Examples of specialty uses include leases of land, buildings, or space within buildings for the location of communications equipment or towers, residential group homes, the provision of medical services, or the provision of training services.

#### 4.0 IMPLEMENTATION

Implementation of this policy shall be the responsibility of the County Manager.



#### OFFICE OF THE COUNTY ATTORNEY

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

**DATE:** 9/6/2024

SUBJECT: AMENDMENTS TO THE RESOLUTION REGARDING CONTINUED

PARTICIPATION IN COUNTY HEALTH INSURANCE BY RETIREES

Requested by: COMMISSIONERS BOOSE AND KEEFE

Presenter(s): COUNTY ATTORNEY

#### **BACKGROUND**

The county attorney was requested to draft changes to Section 8 of the board's Resolution Regarding Continued Participation in County Health Insurance Plan by Retirees. The requested changes are shown in a red line version on the attached Proposed Changes to Participation in County Health Plan by Retirees.

A complete version of the existing resolution is also attached because there were two changes made to the health plan that were done as a separate resolution adopted in November 2020 and as an amendment to that separate resolution adopted in May 2023. Those separate resolutions are also attached. The resolution adopted in November 2020 references action taken by the board to eliminate retiree health insurance for employees hired after June 30, 2016, at a meeting held March 3, 2016. That was a special meeting and budget work session and no amendment to the resolution was requested for this change. The motion that was passed March 3, 2016, did not clearly make that change.

The county attorney advises that the Resolution Regarding Continued Participation in County Health Insurance Plan by Retirees should be amended to incorporate the resolutions adopted in 2020 and 2023, and to eliminate the retiree health insurance as a benefit for employees hired after June 30, 2016, if that was the intent of the board. The county attorney further advises Section 7 should now be removed because there are no

former commissioners on the county's health plan except Register of Deeds Lee Warren and the retiree benefits available to him as a county employee are better than what is provided by Section 7.

#### RECOMMENDATION / PROPOSED ACTION

The county attorney requests the board to direct that the board's Resolution Regarding Continued Participation in County Health Insurance Plan by Retirees be redrafted to (1) incorporate any changes to Section 8 the board approves; (2) clarify the board's intent to eliminate retiree health insurance as an employee benefit for those employees hired after June 30, 2016; (3) incorporate the separate resolutions adopted in 2020 and 2023; (4) remove Section 7; and to be placed on the first agenda it is available.

#### **ATTACHMENTS:**

Description	Type
Current Amended Resolution	Backup Material
PROPOSED 2024 AMENDMENT DRAFT	Backup Material
Separate Resolutions Nov 2020 & May 2023	Backup Material

#### RESOLUTION OF THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY, NORTH CAROLINA, REGARDING CONTINUED PARTICIPATION IN COUNTY HEALTH INSURANCE PLAN BY RETIREES

- **Sec. 1**. To be eligible for continued participation in the county's health insurance plan, a retired employee must be:
  - (a) Retired from County government with (1) at least twenty-five (25) consecutive years of County employment immediately preceding retirement in which the employee contributed to the N.C. Local Government Employees Retirement System or the N.C. Law Enforcement Officers Benefit and Retirement Fund, provided that in meeting this requirement, years of part-time employment may be counted on a two for one basis when the retired employee has at least five years of consecutive full-time employment or service, and (2) at least three full years participation in the County's health insurance plan immediately prior to regular, early, or disability retirement;

[amendment June 16, 2008]

- (b) Receiving retirement benefits from the N.C. Local Government Retirement System or the N.C. Law Enforcement Officers Benefit and Retirement Fund; and
- (c) Paying one hundred percent of the employee portion of the premium costs of such health insurance.
- (d) Employees
- **Sec. 2.** To be eligible for continued participation in the County's health insurance plan, at retirement an elected official must be:
  - (a) Retired from County government with (1) at least ten consecutive years of County employment or service preceding retirement, provided that in meeting this requirement, years of part-time employment or service may be counted on a two for one basis when the retired employee has at least five years of consecutive full-time employment or service and (2) at least three full years participation in the County's health insurance plan prior to regular, early or disability retirement;
  - (b) Receiving retirement benefits from the N.C. Local Government Employees Retirement System or the N.C. Law Enforcement Officers Benefit and Retirement Fund; and
  - (c) Paying one hundred percent of the employee portion of the premium costs of such health insurance.
- **Sec. 3.** Continued participation under the County's health insurance plan shall terminate at the time a retired employee or elected official becomes eligible for Medicare health benefits, at which time Medicare supplemental insurance will be provided by the County.

- **Sec. 4.** If a retired employee or elected official continues to be covered after retirement under the County's health insurance plan, such retired employee's or elected official's spouse may continue to be covered under the County health insurance plan until the spouse becomes eligible for Medicare health benefits, or the retired employee or elected official dies, at which time eligibility in the County health insurance plan shall terminate. For a spouse to continue to have health insurance coverage, the spouse's coverage must have been in effect at retirement. The retired employee or elected official must pay one hundred percent of the employee portion of the premium costs of employee/spouse health insurance coverage.
- **Sec. 5.** No children, grandchildren, or any dependents other than the retired employee's or elected official's spouse shall be eligible for continued participation in the County health insurance plan after an employee's or elected official's retirement.
- **Sec. 6.** Once a retired employee or elected official declines health insurance upon retirement or ceases participation in the County health insurance plan, the retired employee or elected official will not be eligible for future participation.
- **Sec. 7.** Any former commissioner who left office before October 1, 2009, and was participating in the County's group health insurance plan on August 28, 2009, may continue enrollment in the County's health insurance plan, provided such former commissioner pays the entire monthly premium (i.e. total of employee portion plus county match) for such coverage. Once such former commissioner ceases participation, he or she will not be eligible for future participation. Any former commissioner enrolled in the County's group health insurance program under this Section 7 shall not be eligible to utilize the services provided by the County's Wellness Center Plan and shall not be eligible to convert the retirement health insurance coverage to Medicare supplemental coverage. [amendment November 17, 2014]

#### **Sec. 8.** [added by amendment November 17, 2014]

- (a) During his or her term of office, a county commissioner may elect to enroll in the County's group health insurance program and utilize the services provided by the Wellness Center Plan on the same terms as any regular full-time County employee. Commissioners who elect to participate in the County's group health insurance plan are encouraged to fully utilize the services provided by the Wellness Center Plan.
- (b) Commissioners who (1) leave office after November 17, 2014, (2) are not eligible for the Local Government Employees Retirement System or the N.C. Law Enforcement Officers Benefit and Retirement Fund, (3) have been enrolled in the County's group health insurance program for at least thirty-six consecutive months at the time of leaving office, (4) are utilizing or intend to utilize the services provided by the County's Wellness Center Plan at the time of leaving office, and (5) have at least ten years of service as a Cumberland County Commissioner, may elect to continue enrollment in the County's group health insurance program and to utilize the services offered by the Wellness Center Plan by giving written notice of the election to the County before leaving office.
- (c) A commissioner who elects to enroll in the County's group health insurance program and

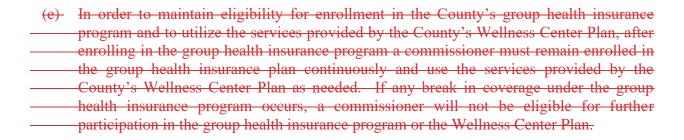
to utilize services provided by the Wellness Center Plan under this Section 8 during his or her term of office or as a retirement benefit, must convert the group health insurance coverage to Medicare supplemental insurance upon reaching the age of 65 or becoming enrolled in the Medicare program, whichever should first occur.

- (d) Any eligible commissioner electing to participate in the County's group health insurance program and Wellness Center Plan under this Section 8 after leaving office, must pay the entire monthly premium for such insurance coverage to include the total of the employee portion and the county portion and must pay any co-pays established to utilize the services provided by the Wellness Center Plan.
- (e) In order to maintain eligibility for enrollment in the County's group health insurance program and to utilize the services provided by the County's Wellness Center Plan, after enrolling in the group health insurance program a commissioner must remain enrolled in the group health insurance plan continuously and use the services provided by the County's Wellness Center Plan as needed. If any break in coverage under the group health insurance program occurs, a commissioner will not be eligible for further participation in the group health insurance program or the Wellness Center Plan.

## **Sec. 8.** [added by amendment November 17, 2014] The following provisions are applicable to commissioners leaving office after [date this resolution is adopted].

- (a) During his or her term of office, a county commissioner may elect to enroll in the County's group health insurance program and utilize the services provided by the Wellness Center Plan on the same terms as any regular full-time County employee. Commissioners who elect to participate in the County's group health insurance plan are encouraged to fully utilize the services provided by the Wellness Center Plan.
- (b) Commissioners who (1) leave the office of Cumberland County Commissioner after November 17, 2014 [the date this resolution is adopted], (2) are not eligible for the Local Government Employees Retirement System or the N.C. Law Enforcement Officers Benefit and Retirement Fund, (3) have been enrolled in the County's group health insurance program for at least thirty-six consecutive months at the time of leaving office, (4) are utilizing or intend to utilize the services provided by the County's Wellness Center Plan at the time of leaving office, and (5) have at least ten years of service as a Cumberland County Commissioner with the county prior to separation from the county, may elect to continue enrollment in the County's group health insurance program and to utilize the services offered by the Wellness Center Plan by giving written notice of the election to the County before leaving office. For the purposes of this resolution, service with the county shall mean at least eight years of service on the Cumberland County Board of Commissioners, and any service on the Cumberland County Board of Education or the Cumberland County Board of Elections.
- (e) A commissioner who elects to enroll in the County's group health insurance program and to utilize services provided by the Wellness Center Plan under this Section 8 during his or her term of office or as a retirement benefit, must convert the group health insurance coverage to Medicare supplemental insurance upon reaching the age of 65 or becoming enrolled in the Medicare program, whichever should first occur.
- (dc) Any eligible commissioner electing to participate in the County's group health insurance program and Wellness Center Plan under this Section 8 after leaving office, may continue the same coverage he or she had in place while in office and must pay the full amount of the employee portion of the premium costs of health insurance coveragepay the entire monthly premium for such insurance coverage to include the total of the employee portion and the county portion established each year and must pay any co-pays established to utilize the services provided by the Wellness Center Plan.
- (d) A commissioner enrolled in the County's group health insurance program and Wellness

  Center Plan under this Section 8 after leaving office may elect to transfer the health insurance policy coverage to his or her spouse subject to the same conditions for payment of premium costs. Such transfer may be made at any time. Any health insurance policy transferred to a spouse shall terminate on the death of the commissioner.



# RESOLUTION OF THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY ESTABLISHING THE ELIGIBILITY FOR CONTINUED PARTICIPATION IN THE COUNTY'S GROUP HEALTH INSURANCE PLAN FOR CERTAIN RETIRED EMPLOYEES

Whereas, the Board of Commissioners acted March 3, 2016, to eliminate retired employees' participation in the County's Group Health Insurance Plan as an employment benefit for all employees hired after June 30, 2016; and

Whereas, the Board of Commissioners is informed by county management, and the Board finds, that reinstating this retiree health insurance as an employment benefit for executive level positions will be beneficial for the recruitment and retention of employees in those key positions; and

Whereas, the Board of Commissioners is informed by county management, and the Board finds, that reinstating this employment benefit for this limited class of employees will not create a financial hardship for the administration of the County's Group Health Insurance Plan.

Now therefore, be it resolved, the County's Group Health Insurance Plan is amended by inserting the language as follows:

Employees holding the positions of County Manager, Deputy or Assistant County Manager, County Attorney, Attorney in the Legal Department, Clerk to the Board, Deputy Clerk to the Board, or Department Head shall be eligible to continue participation in the County's Group Health Insurance Plan upon retirement subject to the following conditions:

- (a) Must retire from Cumberland County government with at least ten consecutive years of full-time County employment in any combination of the eligible positions;
- (b) Must have participated in the County's group health insurance plan for at least three full years prior to regular, early, or disability retirement;
- (c) Must be receiving retirement benefits from the N.C. Local Government Employees Retirement System;
- (d) Must pay One Hundred percent (100%) of the employee portion of the premium costs of such health insurance; and
- (e) Shall be subject to any other applicable limitations in the plan.

This Amendment shall be effective to all current employees in the eligible positions who are not otherwise eligible and to all new hires in the eligible positions after the date this resolution is adopted.

Adopted November 16, 2020.	Board of Commissioners By:	
	W. Marshall Faircloth, Chair	
Attest:		
Candice H. White, Clerk to the Board		

# RESOLUTION OF THE BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY AMENDING THE RESOLUTION ESTABLISING THE ELIGIBILITY FOR CONTINUED PARTICIPATION IN THE COUNTY'S GROUP HEALTH INSURANCE PLAN FOR CERTAIN RETIRED EMPLOYEES

Whereas, the Board of Commissioners acted November 16, 2020, to adopt a Resolution Establishing the Eligibility for Continued Participation in the County's Group Health Insurance Plan for Certain Retired Employees; and

Whereas, the Board of Commissioners finds that extending this benefit to those retired employees who are receiving the retiree health insurance benefit and return to work full-time is an incentive for those employees to return to work and is beneficial for those departments that are under-staffed due to vacancies.

Now therefore, be it resolved, the County's Group Health Insurance Plan is amended by inserting the following new section in the Resolution Establishing the Eligibility for Continued Participation in the County's Group Health Insurance Plan for Certain Retired Employees adopted November 16, 2020:

Any Cumberland County retiree who is, or was, actively enrolled in the County's Group Health Insurance Plan for retirees and comes out of retirement, or came out of retirement, to return to work for Cumberland County full-time shall remain eligible for retiree health insurance benefits upon their subsequent retirement.

Adopted May \_\_\_\_, 2023.

Board of Commissioners
By:

Toni Stewart, Chair

Attest:

Andrea Tebbe, Clerk to the Board

This Amendment shall be effective upon its adoption.



#### FINANCE DEPARTMENT

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN K. DEAVER, FINANCE DIRECTOR/CFO

**DATE:** 9/5/2024

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

#### **BACKGROUND**

The attached financial report shows results of the General Fund for fiscal year 2024, June year-to-date. Additional detail has been provided on a separate page explaining percentages.

#### RECOMMENDATION / PROPOSED ACTION

No action needed. Report provided for information and discussion only.

#### **ATTACHMENTS:**

Description

Monthly Financial Report Backup Material

## **County of Cumberland General Fund Revenues**

				YTD ACTUAL	
	FY22-23	FY23-24	FY23-24	(unaudited) AS OF	PERCENT OF
REVENUES	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2024	BUDGET TO DATE
Ad Valorem Taxes					
Current Year	\$ 173,008,171	\$ 174,316,451	\$ 174,316,451	\$ 177,235,795	101.7% (1)
Prior Years	1,227,090	1,274,781	1,274,781	954,128	74.8%
Motor Vehicles	25,322,735	27,054,585	27,054,585	26,384,445	97.5% (2)
Penalties and Interest	903,988	732,162	732,162	815,707	111.4%
Other	 1,040,783	1,150,355	1,150,355	1,222,547	106.3%
Total Ad Valorem Taxes	 201,502,767	204,528,334	204,528,334	206,612,623	101.0%
Other Taxes					
Sales	62,946,775	66,330,475	66,330,475	59,041,390	89.0% (3)
Real Estate Transfer	2,620,117	2,200,000	2,200,000	1,932,460	87.8%
Other	 842,915	832,262	832,262	837,674	100.7%
Total Other Taxes	 66,409,807	69,362,737	69,362,737	61,811,524	89.1%
Unrestricted & Restricted Intergovernmental Revenues	69,259,446	72,884,504	82,817,712	72,415,140	87.4% (4)
Charges for Services	14,807,065	13,391,478	14,238,966	16,008,827	112.4% (5)
Other Sources (includes Transfers In)	27,571,906	10,738,371	6,961,921	21,158,141	303.9%
Lease Land CFVMC	 4,532,728	4,532,728	4,532,728	4,765,496	105.1%
Total Other	 32,104,634	15,271,099	11,494,649	25,923,637	225.5%
Total Revenue	\$ 384,083,719	\$ 375,438,152	\$ 382,442,398	\$ 382,771,750	100.1%
Fund Balance Appropriation		6,454,775	40,927,494	-	0.0%
Total Funding Sources	\$ 384,083,719	\$ 381,892,927	\$ 423,369,892	\$ 382,771,750	90.4%

# **County of Cumberland General Fund Expenditures**

Governing Body \$ Administration Public Information Human Resources Court Facilities Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	742,015 2,407,803 1,313,573 1,105,075 135,296 1,237,443 829,912	2,981,741 1,789,756 1,350,074 144,720	FY23-24 REVISED BUDGET  \$ 748,620 2,980,241 1,829,490 1,350,074	YTD ACTUAL (unaudited) AS OF June 30, 2024 \$ 736,843 2,222,699 1,564,007	PERCENT OF BUDGET TO DATE ** 98.4% 74.6% (1)
Governing Body \$ Administration Public Information Human Resources Court Facilities Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	742,015 2,407,803 1,313,573 1,105,075 135,296 1,237,443	\$ 737,485 2,981,741 1,789,756 1,350,074 144,720	\$ 748,620 2,980,241 1,829,490	June 30, 2024 \$ 736,843 2,222,699	98.4%
Administration Public Information Human Resources Court Facilities Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	2,407,803 1,313,573 1,105,075 135,296 1,237,443	2,981,741 1,789,756 1,350,074 144,720	2,980,241 1,829,490	2,222,699	
Public Information Human Resources Court Facilities Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	1,313,573 1,105,075 135,296 1,237,443	1,789,756 1,350,074 144,720	1,829,490		74.6% (1)
Human Resources Court Facilities Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	1,105,075 135,296 1,237,443	1,350,074 144,720		1,564,007	
Court Facilities Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	135,296 1,237,443	144,720	1,350,074	· · ·	85.5%
Facilities Maintenance Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial	1,237,443	•		1,280,843	94.9%
Landscaping & Grounds Carpentry Facilities Management Public Buildings Janitorial			239,596	211,788	88.4%
Carpentry Facilities Management Public Buildings Janitorial	829,912	1,261,435	1,385,663	1,291,965	93.2%
Facilities Management Public Buildings Janitorial		789,040	789,040	718,447	91.1%
Public Buildings Janitorial	218,434	234,055	234,055	247,593	105.8%
-	1,487,165	1,595,264	1,595,264	1,564,472	98.1%
Control Maintenance	1,034,473	1,276,630	1,276,630	1,194,800	93.6%
Central Maintenance	3,720,304	4,423,015	5,579,743	4,299,848	77.1%
Innovation & Technology Services	7,302,362	9,229,693	9,430,063	8,708,918	92.4%
Board of Elections	1,221,913	1,885,321	1,885,321	1,608,816	85.3%
Financial Services	1,487,150	1,568,394	1,568,394	1,352,490	86.2%
Legal	1,107,578	1,321,291	1,321,291	1,274,183	96.4%
Register of Deeds	2,613,490	2,799,411	3,240,177	2,491,109	76.9%
Tax	7,139,112	7,325,216	7,365,716	7,264,184	98.6%
Debt Service	336,850	-	-	-	0.0%
General Government Other	5,069,712	6,489,381	14,410,956	6,898,453	47.9% (2)
Sheriff	55,631,240	59,905,448	62,983,971	55,477,249	88.1%
Emergency Services	4,644,689	5,076,820	5,284,601	4,557,527	86.2%
Adult Drug Treatment Court	-	-	962,689	-	0.0% (3)
DWI Court	-	-	149,845	86,316	57.6% (4)
Justice Services	642,262	742,383	758,149	712,944	94.0%
Youth Diversion	38,013	37,691	37,691	37,484	99.5%
Veterans Treatment Court	-	-	948,996	-	0.0% (5)
Animal Services	3,921,983	4,493,335	4,577,915	4,101,432	89.6%
Public Safety Other (Medical Examiners, NC Detention Subsidy)	1,437,673	2,034,642	3,314,812	2,502,554	75.5% (6)
Health	26,919,350	33,250,408	36,821,551	32,096,043	87.2%
Mental Health			- 5,0==,001	32,030,043	01.270
Social Services	5,536,157	5,717,199	5,717,199	5,461,559	95.5%

### County of Cumberland General Fund Expenditures

				YTD ACTUAL	
	FY22-23	FY23-24	FY23-24	(unaudited) AS OF	PERCENT OF
DEPARTMENTS	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2024	BUDGET TO DATE **
Veteran Services	604,817	603,701	604,721	650,296	107.5%
Child Support	5,525,083	6,227,054	6,227,054	6,168,330	99.1%
Spring Lake Resource Administration	30,265	61,649	81,649	63,583	77.9%
Library	11,263,871	11,605,594	12,412,827	11,422,186	92.0%
Culture Recreation Other (Some of the Community Funding)	260,569	459,923	459,923	109,923	23.9% (7)
Planning	3,181,344	3,606,363	3,646,789	3,499,812	96.0%
Engineering	568,037	2,422,932	2,431,021	605,625	24.9% (8)
Cooperative Extension	758,745	865,386	865,386	769,637	88.9%
Location Services	241,407	237,473	237,473	240,691	101.4%
Soil Conservation	1,155,340	590,634	1,781,415	949,311	53.3% (9)
Public Utilities	103,625	104,723	104,723	114,195	109.0%
Economic Physical Development Other	113,990	20,000	1,219,600	1,168,545	95.8%
Economic Incentive	276,652	468,126	468,126	305,276	65.2% (10)
Water and Sewer	1,569	100,000	200,843	172,689	86.0%
Education	100,442,517	104,595,132	104,845,132	103,245,132	98.5%
Other Uses:					
Transfers Out	 43,532,750	21,377,263	37,328,570	34,995,058	93.7%
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 423,369,892	\$ 373,593,853	88.2%

			YTD ACTUAL				
	FY22-23	FY23-24	FY23-24	(unaudited) AS OF	PERCENT OF		
Expenditures by Category	AUDITED	ADOPTED BUDGET	REVISED BUDGET	June 30, 2024	BUDGET TO DATE		
Personnel Expenditures	\$ 152,866,615	\$ 174,893,528	3 \$ 176,892,013	\$ 163,940,617	92.7%		
Operating Expenditures	161,927,032	181,714,774	196,325,845	167,612,926	85.4%		
Capital Outlay	5,111,432	3,907,362	12,823,464	7,045,252	54.9% (11)		
Transfers To Other Funds	 43,532,750	21,377,263	37,328,570	34,995,058	93.7%		
TOTAL	\$ 363,437,829	\$ 381,892,927	\$ 423,369,892	\$ 373,593,853	88.2%		

#### **COUNTY OF CUMBERLAND**

Fiscal Year 2024 - June Year-to-Date Actuals (Report Run Date: August 26, 2024)

**Additional Detail** 

#### **General Fund Revenues**

\*

- (1) **Current Year Ad Valorem 101.7%** The bulk of revenues are typically recorded between November January.
- (2) Motor Vehicles 97.5% YTD Actual reflects 12 months of collections.
- (3) Sales Tax 89.0% YTD Actual reflects 11 months of collections. Collections for the fiscal year are first recorded in October.
- (4) Unrestricted/Restricted Intergovernmental 87.4% There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 112.4%** The largest component of charges for services is revenue from the Board of Ed for security at 20% of budget. 90% of that revenue has been billed/collected to date.

#### **General Fund Expenditures**

\*\*

- (1) Administration 74.6% Personnel costs are low as a result of vacancies in the department.
- (2) General Government Other 47.9% ARP Freed-Up Capacity funds are budgeted and not yet expended.
- (3) Adult Drug Treatment Court 0.0% Expenditures for this DOJ grant began 10/1/23.
- (4) **DWI Court 57.6%** Expenditures for this DOJ grant began 10/1/23.
- (5) Veterans Treatment Court 0.0% Expenditures for this DOJ grant began 10/1/23.
- (6) **Public Safety Other 75.5%** Approximately \$567K budgeted for reimbursements for an interlocal agreement with the City of Fayetteville is unexpended.
- (7) Culture Recreation Other 23.9% Approximately \$350K is encumbered for an interlocal agreement with the City of Fayetteville and is unexpended.
- (8) Engineering 24.9% Approximately \$1.7M budgeted for generators is unexpended.
- (9) Soil Conservation 53.3% Approximately \$821K in USDA Grant funds were budgeted and are unexpended.
- (10) Economic Incentive 65.2% Economic incentives are paid when the company complies.
- (11) Capital Outlay 54.9% These capital outlay items are typically purchased in the second and third guarters of the fiscal year.



#### RISK MANAGEMENT

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

**DATE:** 8/22/2024

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

#### **BACKGROUND**

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY25 are up 20.64% for the month of July as compared to the same month in FY24. To provide some perspective, below is the one-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 22, 23, 24 and 25. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through July \$2,356,036 Less year to date stop loss credits \$0.0) Net year to date claims and premium payment through July \$2,356,036

Average monthly claims and fully insured premium (before stop loss) per fiscal year through July:

FY21 \$1,685,626 FY22 \$2,746,420 FY23 \$1,855,596 FY24 \$1,869,673 FY25 \$2,356,036

#### RECOMMENDATION / PROPOSED ACTION

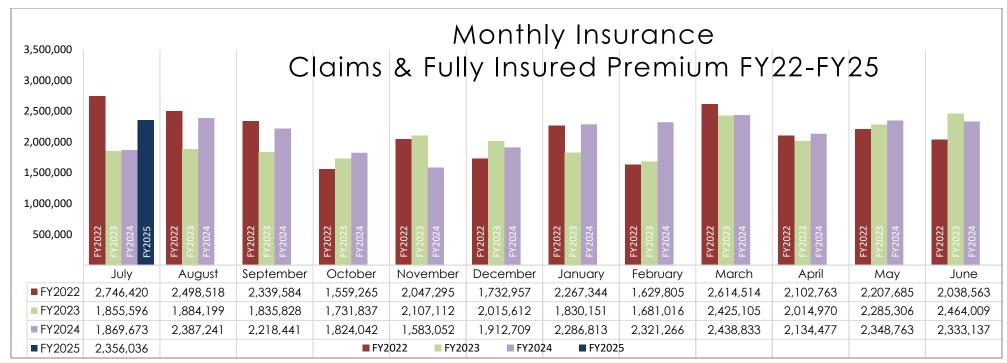
Information only – no action needed

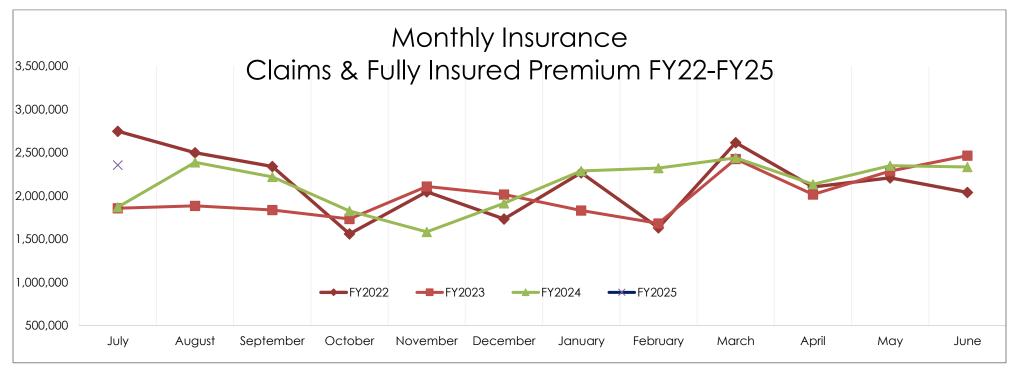
#### **ATTACHMENTS:**

Description
Health Insurance Graphs

Type

Backup Material







#### OFFICE OF THE COUNTY MANAGER

### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA JAYNE, GRANTS MANAGER

**DATE:** 9/6/2024

SUBJECT: COUNTY COMPETITIVE GRANTS UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): LISA JAYNE, GRANTS MANAGER

#### **BACKGROUND**

This report shows FY 2024 grant activity and provides an update on all grant activity throughout Cumberland County from August 1-30, 2024.

#### RECOMMENDATION / PROPOSED ACTION

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

#### **ATTACHMENTS:**

Description

August 2024 Grants Management Dashboard Backup Material

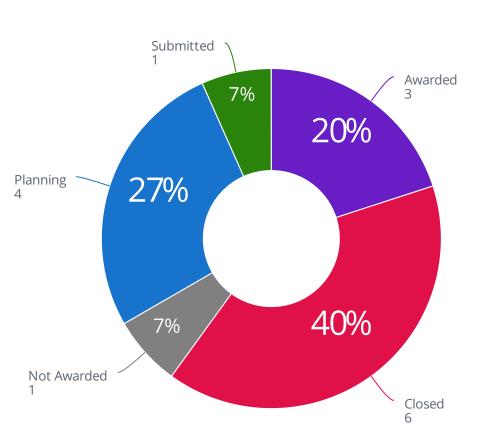
Filters STATUS DATE 8/1/24 to 8/30/24

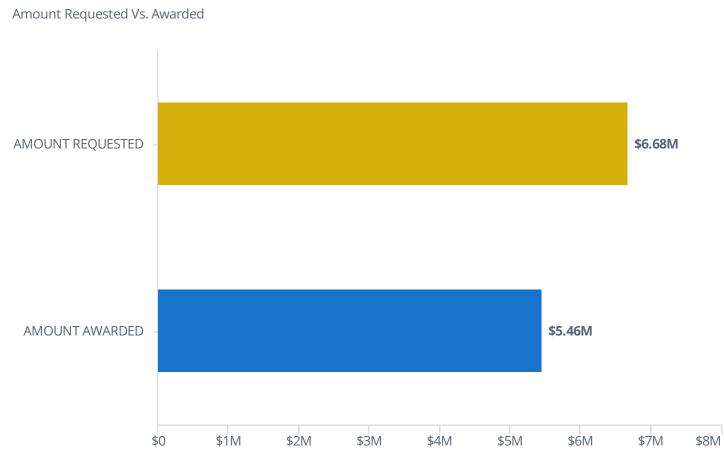
### Grants Management Dashboard

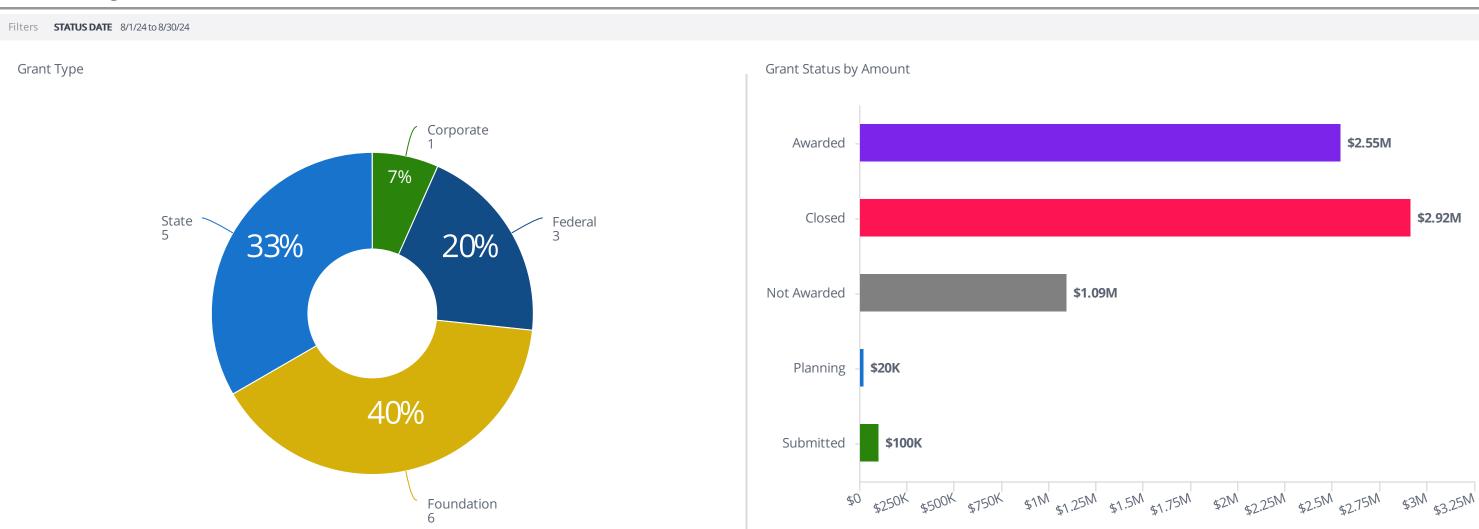


NORTH CAROLINA









DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Community Development	2/15/24	Youth Homelessness Systems Improvement	HUD	To improve or establish a response system for youth homelessness. A community partner interest group meeting was held on 12/8/23; there were 21 people interested in this grant. The next meeting is 1/4/24. Objectives: 1. Expand the capacity of youth in the community / Develop peer support models. 2.Build partnerships, create Youth Action Boards, and provide community training and outreach. 3. Improve the centralized or coordinated assessment system, also known as the Coordinated Entry System (CES). 4. Improve data collection and use between systems that work with youth at risk of experiencing homelessness. 5. Assess, address, and improve equity in youth homeless response systems.	Not Awarded	8/20/24	\$1,094,330.00	\$0.00
County Management	5/6/24	Cumberland County	State Directed Grant- Regional Economic Development Reserve	Capital improvements to parking lot & bathroom facilities.	Awarded	8/28/24	\$500,000.00	\$500,000.00

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Cumberland County Sheriff's Office	4/1/22	Congressionally Directed Spending Request	Congress	Seeking funding to replace radios and handheld devices to satisfy the FCC-required TDMA upgrade. Otherwise, the equipment will be inoperative on the NC VIPER radio - NC Voice Interoperability Project for Emergency Responders.	Closed	8/29/24	\$2,473,794.00	\$2,474,000.00
Emergency Services	12/19/23	FY23 HMEP	NCDPS	Test the capabilites of the new County EOC through a functional exercise	Awarded	8/15/24	\$12,000.00	\$12,000.00
Library Services	8/16/22	Kids, Teens & Adults	Friends of the Cumberland County Public Library	with transition to Friends being a granting agency- funding for kids, teens, adult programming and staff day, and other items	Closed	8/29/24	\$10,594.00	\$10,594.00
	1/12/23	Kids, Teens & Adults	Friends of the Cumberland County Public Library	with the transition to Friends being a granting agency - funding for kids, teens, adult programming and staff day, and other items	Closed	8/29/24	\$39,050.00	\$39,050.00
	6/19/23	Library Services and Technology Act	State Library of NC - LSTA	Continuation of Year 1. Enhancing children's and teen spaces at library locations, increase learn through play with interactives, additional STEAM education programming and equipment and enhancements of initiatives funded in Year 1.	Closed	8/29/24	\$86,600.00	\$86,600.00

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
	10/18/24	PLA Digital Literacy Incentive Grant	American Library Association	Provide workshops for Internet Basics, Video Conferencing Basics, Cybersecurity Basics, Email Basics, Computer Basics, and Mobile Devices Basics for both Android and iOS for adult learners, parents, caregivers, older adults and newly connected families.	Planning	8/30/24	\$10,000.00	
Library Services	11/1/24	The America 250 NC Local Grants: County Committees	North Carolina Department of Natural and Cultural Resources	America 250 NC's goal is to energize broad, robust, and comprehensive programs across ALL of North Carolina's 100 counties. Community organizations should seek to develop projects that will be accessible for wide audiences, serve local residents, and seek to grow the stories of North Carolina's contributions to the Revolutionary War and to the development of our United States following our commemorative themes.	Planning	8/30/24	\$10,000.00	

### Table

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Public Health	11/1/21	Health Department	Partnership for Children/SMART Start	Child Care Health Consultants (CCHCs) are trained health professionals with education and experience in child and community health and early care and education. CCHCs work with programs to assess, plan, implement, and evaluate strategies to achieve high-quality, safe, and healthy childcare environments.	Closed	8/29/24	\$220,928.00	\$220,928.00
	4/15/24	First Responders- Comprehensive Addiction & Recovery Act	SAMSHA	The purpose of this program is to provide resources to support first responders and members of other key community sectors on training, administering, and distributing naloxone and other Food and Drug Administration (FDA)-approved overdose reversal medications or devices.	Awarded	8/29/24	\$2,033,672.00	\$2,033,672.00

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Public Health	ublic Health 9/1/24	Joy W. Pope Memorial Grant Funds	John William Pope Foundation	The project will support 5 food trucks with \$20,000 each to implement healthy food and beverage options into their menu. Food trucks can use funds to purchase equipment, food items, promote the food options. Food trucks will work with the Connected Care Nutritionist to plan healthy food options. If awarded, a bid process will be conducted to select the food trucks	Submitted	8/29/24	\$100,000.00	
		WIC Community Innovation and Outreach (CIAO) Round 2	Food Research and Action Center	Project will continue the work of WIC CIAO Round 1. Funding will support Military WIC Office Council and Promoting WIC on Ft. Liberty	Planning	8/15/24		
Social Services	7/23/24	Human Trafficking Commission	State of NC - Administrative Office of the Courts	Partial Emergency Shelter salary, and fringes	Closed	8/14/24	\$86,540.00	\$86,540.00
Soil & Water	N\A	Foundation Grant	NC Foundation for Soil & Water Conservation	Education Equipment such as a rainfall simulator to use in educational demonstrations for both adults and schools	Planning	8/29/24		



#### ENGINEERING AND INFRASTRUCTURE DEPARTMENT

#### MEMORANDUM FOR THE AGENDA OF THE SEPTEMBER 12, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

**DATE:** 9/12/2024

**SUBJECT:** PROJECT UPDATES

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND

**INFRASTRUCTURE** 

#### **BACKGROUND**

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

#### RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

#### **ATTACHMENTS:**

Description

Project Updates Backup Material

MONTHLY PROGRESS REPORT									
Project Description	Contract Amount	Project Status	Contract Start Date	Contract Duration	Estimated Completion Date				
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	Original project complete. Preparing for pre-construction meeting for installation of new chiller, which is funded with remaining project funds. Will close out project once chiller installation is completed. Chiller installation pre-construction meeting scheduled for September 24, 2024.	3/8/2021	360 days	TBD				
Law Enforcement Center Switchgear Replacement	\$350K	Switchgear delivered on August 28, 2024. Will install on evening of November 8, 2024.	6/6/2022	180 days	November 12, 2024				
Historic Courthouse Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. New estimated ship date is February 3, 2025.	6/6/2022	180 days	February 10, 2025				
Recovery Shelter Generators	\$3M	Generators solicited. Contracts undergoing review. Legal drafting required interlocal agreements for maintenance of generators.	8/10/2023	365 days	August 2025				
Judge E. Maurice Braswell Courthouse Fire Panel Replacement	\$500K	No bids received after three previous solicitations. Last re-solicitation was August 12, 2024. Refining scope focused on modernization and not complete replacement.	1/3/2023	180 days	TBD				
Crown Hospitality – Lobby Renovation	\$1.5M	Bid award approved on June 17, 2024. Contract under review.	10/25/2022	N/A	August 2025				
Crown Elevator Modernization	\$750K	Elevator 1 started on June 10, 2024. Currently 50% complete. Elevator 2 starts on September 26, 2024. Each elevator will take 93 days to refit. Processing change order for additional work.	1/3/2024	270 days	December 13, 2024				
Animal Services Isolation Building	\$1.1M	Anticipate soliciting on September 16, 2024. Pre-bid conference on September 30, 2024.	TBD	TBD	TBD				
Sheriff's Indoor Training Range Upgrade	\$850K	Solicited August 28, 2024. Pre-bid conference on September 9, 2024.	TBD	TBD	TBD				
Public Health UPS Replacement	\$300K	Preparing solicitation. Pending submittal from equipment dealer.	TBD	TBD	TBD				
LEC Bathroom and Locker Room Upgrade	\$450K	Finalized specifications. Preparing solicitation.	TBD	TBD	TBD				

Updated: 9/5/2024