
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
JANUARY 6, 2025
9:00 AM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

1. APPROVAL OF AGENDA
2. PRESENTATION
 - A. Digital Dispatch Update
3. CONSENT AGENDA
 - A. Approval of December 2, 2024 Special Meeting Minutes
 - B. Approval of Proclamation Honoring Fire Chief Ronnie Marley
 - C. Approval of Contract Amendments for Temporary Employment Services with Belflex Staffing Network, LLC, Manpowergroup US, Inc. and the Mega Force Staffing Group, Inc.
 - D. Approval to Pay Prior Year Invoices
 - E. Update on Status of Chemours Litigation (Cumberland County v. The Chemours Company, The Chemours Company, FC, LLC, E.I. Du Pont De Nemours and Company, Dupont De Nemours, Inc., and Corteva, Inc. – Cumberland County File No. 22 CVS 1569)
 - F. Lease of Parking Lot at 235 Person Street
 - G. Acceptance of Offer to Purchase Surplus Property Located at 400 Buhmann Drive, Fayetteville
 - H. Approval of Budget Ordinance Amendment for the January 6, 2025 Board of Commissioners' Agenda
4. ITEMS OF BUSINESS
 - A. Consideration of Change Order #1 for Crown Complex Parking Lot Improvements
 - B. Consideration of Change Order #1 for Emergency Services Center Chiller Replacement
 - C. Consideration of Change Order #1 for Corporation Drive Outfall Phase I
5. NOMINATIONS** There are No Nominations for This Meeting**
6. APPOINTMENTS
 - A. Alliance Health Board of Directors

7. CLOSED SESSION

A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)

ADJOURN

REGULAR BOARD MEETINGS:

January 21, 2025 (Tuesday) 6:45 PM

February 3, 2025 (Monday) 9:00 AM

WATCH THE MEETING LIVE

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

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



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 1/16/2024

SUBJECT: DIGITAL DISPATCH UPDATE

BACKGROUND

Cumberland County Emergency Services, in collaboration with the Cumberland County Fire Chief's Association, prioritizes innovation and the integration of advanced technologies. One key initiative identified is the implementation of voice dispatch technology, aimed at enhancing dispatch efficiency and expediting the response times of first responders. This project has been submitted as a budget request for FY-25. The voice dispatch system consists of multiple components, each requiring procurement from various vendors. Emergency Services staff have identified the necessary components and vendors, and have obtained quotes for the required equipment. Additionally, staff collaborated with 911 Board representatives to determine which elements could be funded through the Emergency Telephone System Fund and the amount needed from the general fund.

The total estimated cost for the project is \$164,714.76 and will be funded with funds from the Emergency Telephone Fund and the General Fund.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM:

DATE:

SUBJECT: APPROVAL OF DECEMBER 2, 2024 SPECIAL MEETING MINUTES



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 12/30/2024

SUBJECT: APPROVAL OF PROCLAMATION HONORING FIRE CHIEF RONNIE MARLEY

BACKGROUND

A request was received for a proclamation honoring Fire Chief Ronnie Marley for his 50 years of service.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of the proclamation.

ATTACHMENTS:

Description	Type
Fire Chief Ronnie Marley Proclamation	Backup Material

Proclamation

WHEREAS, Ronnie A. Marley joined Pearce's Mill Fire Department as a volunteer in January 1974 and became a paid firefighter in August 1975 while continuing his volunteer duties; and

WHEREAS, Ronnie Marley attended DOI Fire Classes prior to the community college systems offering certification courses; and

WHEREAS, Ronnie Marley became a certified North Carolina Emergency Medical Technician in 1975 and certified as a Firefighter Level III in the early 1980's; and

WHEREAS, Chief Marley has risen through the ranks, he was appointed Deputy Fire Chief in January 1980 and appointed Fire Chief in January 1989. He is the second Fire Chief for the department since it was organized in October 1955; and

WHEREAS, Chief Markey currently holds the following certifications: Firefighter II, North Carolina Emergency Medical Technician, Driver Operator, Hazardous Materials Level I, Fire Instructor II, Rescue Technician, Fire Officer II and Fire Chief 101; and

WHEREAS, Chief Marley is am member of the North Carolina State Firemen Association, North Carolina Association of Rescue and EMS, North Carolina State Fire Chief's Association, Vice President and member of the Cumberland County Fire Chief's Association, Chairman of the Cumberland County Fallen Firefighters Memorial Committee, Executive Committee Member, and is a deacon and member of the Lake Lynn Baptist Church where he serves on the Building and Grounds and Usher Committees; and

WHEREAS, Chief Marley is currently the full time Fire Chief with Pearce's Mill Fire Department; and

WHEREAS, Ronnie Marley will retire January 1, 2025 with 50 years of dedicated service to Pearce's Mill Fire Department and the citizens of Cumberland County.

NOW THEREFORE, We, the Cumberland County Commissioners do hereby, recognize Fire Chief Ronnie Marley as an example of a dedicated public servant and friend to Cumberland County, North Carolina. We further thank Ronnie Marley for his commitment to the citizens of Cumberland County, North Carolina and wish him well in his retirement.

Approved the 6th day of January 2025.

*Kirk J. deViere, Chairman
Cumberland County Board of Commissioners*



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 12/18/2024

SUBJECT: APPROVAL OF CONTRACT AMENDMENTS FOR TEMPORARY EMPLOYMENT SERVICES WITH BELFLEX STAFFING NETWORK, LLC, MANPOWERGROUP US, INC. AND THE MEGA FORCE STAFFING GROUP, INC.

BACKGROUND

Contracts with Belflex Staffing Network, LLC, Manpowergroup US, Inc., and the Mega Force Staffing Group, Inc. were executed in fiscal year 2020 as the result of a formal Request for Proposal (RFP) #19-9-CTY that was conducted for temporary employment services for various County departments and divisions on an as needed basis. The original contract term was through June 30, 2021 with the option to renew for two additional one year terms. This contract amendment is to extend the contract through January 31, 2025. Due to staff turnover, the RFP was delayed, but the RFP is currently posted with a proposal due date of January 9th. The RFP will incorporate changes made to positions as a result of the recent classification and compensation study.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners approve the contract amendments with Belflex Staffing Network, LLC, Manpowergroup US, Inc., and the Mega Force Staffing Group, Inc. to extend the contract terms through January 31, 2025.

ATTACHMENTS:

Description	Type
Belflex Staffing Network, LLC Contract Amendment	Backup Material
Manpowergroup US, Inc. Contract Amendment	Backup Material
The Mega Force Staffing Group, Inc. Contract Amendment	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT #7 TO
SERVICE CONTRACT 2020057

This amendment to the service contract dated July 1, 2019 by and between Belflex Staffing Network, LLC ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 31, 2024, the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through January 31, 2025.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

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

This the 16 day of Dec. 2024.

CONTRACTOR SIGNATURES

Belflex Staffing Network, LLC

J. V. Schultz
Authorized Signature

Branch Manager
Title

COUNTY OF CUMBERLAND SIGNATURES

BY:

Chairman to the Board of
Commissioners

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

BY: [Signature]
County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties

BY: [Signature] 12/17/24
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT #8 TO
SERVICE CONTRACT 2020088/2023470

This amendment to the service contract dated July 1, 2019 by and between ManpowerGroup US Inc ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 31, 2024, the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through January 31, 2025.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

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

This the 13 day of December 2024.

CONTRACTOR SIGNATURES

ManpowerGroup US Inc

Janet LaQuintano

ECB160B8BCAAA

Authorized Signature

VP - Growth Markets & Strategic Initiat

Title

COUNTY OF CUMBERLAND SIGNATURES

BY:

Chairman to the Board of
Commissioners

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

Approved for Legal Sufficiency upon formal execution by all parties

BY: *Patricia Kinsey*
County Finance Director

BY: *[Signature]* 12/17/24
County Attorney's Office

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

AMENDMENT #7 TO
SERVICE CONTRACT 2020056

This amendment to the service contract dated July 1, 2019 by and between The Mega Force Staffing Group, Inc. ("CONTRACTOR") and County of Cumberland ("COUNTY").

WHEREAS, the CONTRACTOR and the COUNTY agree as follows:

1. Effective December 31, 2024, the COUNTY and the CONTRACTOR mutually agree to extend the aforementioned contract through January 31, 2025.
2. Except as specifically amended herein, all other terms and provisions of the service contract shall remain in full force and effect.

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

This the 13 day of December 2024.

CONTRACTOR SIGNATURES

The Mega Force Staffing Group, Inc.

Karen G. Bble
Authorized Signature

Regional Operations Manager
Title

COUNTY OF CUMBERLAND SIGNATURES

BY:

Chairman to the Board of
Commissioners

Approved for Legal Sufficiency upon
formal execution by all parties

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

BY: Robin K. Deary
County Finance Director

BY: Wade Robinson
County Attorney's Office



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN DEAVER, FINANCE DIRECTOR AND CHIEF FINANCIAL OFFICER

DATE: 12/18/2024

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

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

Department	Vendor	Invoice Date/Services Rendered	Amount
Internal Services	Dana Safety Supply, Inc.	May 29, 2024	\$925.27
Internal Services Total			\$925.27
Library	Verbatim Language Services, Inc.	May 17, 2024	\$203.13
Library Total			\$203.13

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for Internal Services totaling \$925.27 and Library invoices totaling \$203.13.

ATTACHMENTS:

Description	Type
Prior Year Invoice - Internal Services	Backup Material
Prior Year Invoice - Library	Backup Material




Internal Services Department

Facilities Management Division · Fleet Management Division · Landscaping & Grounds Division

MEMORANDUM

TO: ROBIN DEAVER, FINANCE DIRECTOR

FROM: BRIAN HANEY, INTERNAL SERVICES DIRECTOR 

DATE: DECEMBER 11, 2024

SUBJECT: REQUEST TO PAY PRIOR YEAR INVOICES

On November 26, 2024, Dana Safety Supply Inc. contacted Internal Services about unpaid invoices. When Internal Services received these invoices, one of them was dated May 29, 2024. The original invoice had been sent to the former County Fleet Manager and it is not known why the invoice was never processed for payment. The products listed on the FY24 Invoice have been received and are in the possession of the Cumberland County Sheriff's Office Vehicle Upfitting shop.

The FY24 Dana Safety Supply Invoice is 911519 in the amount of \$925.27. These outstanding charges can be covered by our current budget for CCSO Vehicle Upfitting.

Thank you for your consideration of this request. If you have any questions, please do not hesitate to contact me.

Fleet Management
426 Mayview Street
Fayetteville, NC 28306
910 321-6963

Facilities Management
420 Mayview Street
Fayetteville, NC 28306
910-678-7699

Landscaping & Grounds
807 Grove Street
Fayetteville, NC 28302
910-678-7560

FAITH B. PHILLIPS
ASSISTANT COUNTY MANAGER
LIBRARY DIRECTOR



HEATHER HALL
LIBRARY DEPUTY DIRECTOR

Public Library

MEMORANDUM

To: Robin Deaver, Finance Director

From: Faith Phillips, Library Director

Date: December 6, 2024

Subject: Request to approve payment of a FY 24 invoices for Verbatim Language Services, Inc.

The library would like to request payment for the prior year invoices for Verbatim Language Services, Inc. for Invoice #13111 dated 5/17/2024 in the amount of \$203.13. The interpretation services were received on 5/11/2024 for a community program and the library verified payment was not remitted to the vendor via Munis. The library receives multiple invoices from various sources via email and this invoice was not printed. To ensure this does not happen again, the library will request programmers print invoices and send to library finance via interdepartmental mail also. The funds to pay this invoice will come from the FY25 Contracted Services Budget.

Thank you for considering this request.

Attachments: Verbatim Language Services Invoice



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/2/2025

SUBJECT: UPDATE ON STATUS OF CHEMOURS LITIGATION (CUMBERLAND COUNTY V. THE CHEMOURS COMPANY, THE CHEMOURS COMPANY, FC, LLC, E.I. DU PONT DE NEMOURS AND COMPANY, DUPONT DE NEMOURS, INC., AND CORTEVA, INC. – CUMBERLAND COUNTY FILE NO. 22 CVS 1569)

BACKGROUND

The litigation against Chemours is proceeding in Cumberland County Superior Court. The trial date had been set for March 2025 but was pushed back to no earlier than September 10, 2025. There are no pending motions and discovery is on-going. The parties have exchanged the identities of their expert witnesses, but none have been deposed in this case. The county tax administrator was deposed by Chemours in December 2024, and the chief of real estate and mapping in the tax department is to be deposed by Chemours in January 2025. There are no settlement discussions taking place at this time.

The following dates have been established for the progress of the litigation:

Early March 2025 – discovery closes

Middle of May 2025 – summary judgement briefs due

May 30, 2025 – court ordered mediation by this date

September or October 2025 – the court has provided several potential trial dates in these months and the parties are currently negotiating a precise start date

RECOMMENDATION / PROPOSED ACTION

For information only. No action to be taken.



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/2/2025

SUBJECT: LEASE OF PARKING LOT AT 235 PERSON STREET

BACKGROUND

Attached is a proposed lease of the parking lot directly across Person Street from the Courthouse. It adjoins the parking lots leased from the Presbyterian Church and in addition to providing at least 67 more spaces, it enhances the access and traffic flow to the other leased lots. It is to accommodate Courthouse parking for the parking lot lost to the Crown Event Center and the future loss of the portion of remaining Courthouse parking to be used for construction of a parking deck.

RECOMMENDATION / PROPOSED ACTION

Management recommends approval of this lease. The board may approve this lease by adopting the following resolution:

Cumberland County Board of Commissioners
Resolution Approving a Lease of the Parking Lot Located at 235 Person Street

Whereas, the county has undertaken two major construction projects which will eliminate substantial existing parking for the county Courthouse; and

Whereas, the owner of the parking lot at 235 Person Street is willing to lease it to the county to accommodate the construction projects; and

Whereas, this parking lot is directly across Person Street from the existing Courthouse and is already being used by the public for Courthouse parking.

The board of commissioners finds the parking lot at 235 Person Street is particularly suitable for Courthouse parking to accommodate the loss of parking during the construction projects; and leasing this parking lot enhances public safety by enabling the county to control access to this parking lot and the adjoining parking lots leased by the county, and to designate and mark parking spaces therein.

Be it resolved, the board of commissioners approves the lease of the parking lot at 235 Person Street attached hereto and authorizes the county manager to sign the lease on behalf of the county.

ATTACHMENTS:

Description	Type
235 Person St Parking Lot Lease	Backup Material

STATE OF NORTH CAROLINA

PARKING LOT LEASE

COUNTY OF CUMBERLAND

This Lease Agreement made and entered into this 6th day of January 2025, to be effective January 1, 2025, by and between Keefe Enterprises, Inc. (“Landlord”), and Cumberland County (“County”), a body politic and corporate of the State of North Carolina.

WITNESSETH:

WHEREAS, County needs additional parking space to accommodate persons conducting business in the Courthouse due to the elimination of existing Courthouse parking by new construction projects; and

WHEREAS, Landlord has a lot with parking space which is particularly suited to meet County’s immediate need for Courthouse parking and which it is willing to lease to County.

NOW THEREFORE, County and Landlord, in consideration of the mutual benefits to be derived hereunder, agree as follows:

1. Landlord leases to County, and County leases from Landlord, that parking lot located at 235 Person Street, Fayetteville, containing approximately 67 full parking spaces and a portion of 15 other parking spaces (the “Parking Lot”). County shall use the Parking Lot for parking by County’s employees and invitees using the Courthouse or other County facilities which are close by.
2. This lease term shall be for two (2) years from January 1, 2025, to December 31, 2026. County may renew this lease on the same terms and conditions for one additional year by giving Landlord written notice of such renewal by November 1, 2026.
3. Street access to the Parking Lot is only from the Person Street access.
4. For this lease term, County will pay Landlord rental in the monthly amount of Two Thousand Four Hundred Sixty Dollars (\$2,460) payable on the first of each month in advance with the first installment due upon execution of this lease by the parties. In addition to the rent, for the term of this lease or any renewal, County shall pay all property taxes and stormwater fees

assessed or charged against the Parking Lot by any jurisdiction. Landlord discloses that the annual amount of those taxes and fees for 2024 was \$3,107.31.

5. County will use signs to indicate the location and use of the Parking Lot and will be responsible for traffic control, mowing, landscaping, cleaning and repair of any potholes occurring in the Parking Lot. Landlord will maintain the existing outdoor lighting, if any, and pay the utilities expense for the existing lighting. Landlord is not obligated to install outdoor lighting if it is not existing.
6. During the lease term, County shall maintain the Parking Lot and fill all potholes. County is authorized to repair cracks, resurface, reseal and restripe the pavement as it determines to be necessary or prudent.
7. County will indemnify and hold harmless Landlord from and against all losses, claims, or damages of any kind whatsoever arising out of the lease and use of the Parking Lot by County, its employees and invitees.

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

This the ____ day of January 2025.

CUMBERLAND COUNTY

ATTEST

BY: _____
Andrea Tebbe, Clerk

BY: _____
Clarence Grier, County Manager

KEEFE ENTERPRISES, INC.

ATTEST

BY: _____

BY: _____



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 1/2/2025

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 400 BUHMANN DRIVE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 9487-26-8826, being Part of Lots 26-27 of Buhmann Subdivision, Plat Book 18, Page 42, located at 400 Buhmann Drive, Fayetteville, at a tax foreclosure sale in 2016 for a purchase price of \$8,582.96. The property is zoned SF6 with a tax value of \$26,000.00. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county on October 3, 2024, by a quitclaim deed recorded in Book 12076 at Page 555. Eric McAllister, on behalf of McAllister Real Estate Investments, LLC, has made an offer to purchase the property for \$8,585.00. If the Board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Eric McAllister, on behalf of McAllister Real Estate Investments, LLC. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269 in accordance with the following notice:

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269

Take notice that the board of commissioners finds the real property with PIN 9487-26-8826, being Part of Lots 26-27 of Buhmann Subdivision, Plat Book 18, Page 42, located at 400 Buhmann Drive, Fayetteville, is not

needed for governmental purposes and proposes to accept an offer to purchase the property for \$8,585.00. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

January ____, 2025 Andrea Tebbe, Clerk to the Board



BUDGET AND PERFORMANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 12/31/2024

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENT FOR THE
JANUARY 6, 2025 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund

1) Library Grants – Budget Ordinance Amendment B250523 to recognize funds from the Public Library Association (PLA) Digital Literacy Grant in the amount of \$10,000

The Board is requested to accept and approve Budget Ordinance Amendment B250523 to recognize funds from the Public Library Association (PLA) Digital Literacy Grant in the amount of \$10,000. These funds will be used to provide various digital workshops to the community and to provide an incentive to the participants that complete all the workshops.

Please note this amendment requires no additional county funds.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendment



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 12/16/2024

SUBJECT: CONSIDERATION OF CHANGE ORDER #1 FOR CROWN COMPLEX PARKING LOT IMPROVEMENTS

BACKGROUND

On April 25, 2024, the Engineering & Infrastructure Department solicited formal bids to repair parking areas 1, 1A and 4 at the Crown Coliseum Complex. The scope of work included milling, paving, re-stripping, striping on new pavement and creating new ADA pathways in Areas 1 and 4. It also included Alternates 1 and 2 which consist of additional paving near the Crown Theater and sealcoating existing pavement. This project was initially funded as an FY22 Crown CIP project in the amount of \$462,000.

On June 17, 2024, the Board of Commissioners approved the selection of Highland Paving Company LLC as the lowest responsive, responsible bidder at \$1,034,491.10, and authorized the County Manager to execute the contract with the vendor. A Budget Revision was also approved to increase the total project budget to \$1,039,877.

On Nov. 4, 2024, the Board of Commissioners approved a budget revision to transfer \$126,660 from other completed Crown projects to increase the total project budget to \$1,166,537 after unforeseen site conditions required additional fine grading of the subgrade in Areas 1 and 4.

Following approval of the budget revision, staff seeks approval of a change order increasing the total contract amount with Highland Paving Co. by \$120,058.35 from \$1,034,491.10 to \$1,154,549.45.

The change order has been preaudited and reviewed for legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of Change Order #1 with Highland Paving Company LLC for the Crown Complex Parking Lot Improvements project in the amount of \$120,058.35, increasing the overall contract price from \$1,034,491.10 to \$1,154,549.45.

ATTACHMENTS:

Description	Type
Chnage Order #1, Crown Parking Lot Improvement Contract	Backup Material

CHANGE ORDER

PROJECT: CROWN COLISEUM PARKING LOT IMPROVEMENTS	CHANGE ORDER NUMBER: 01
	INITIATION DATE: October 8, 2024
	ENGINEER'S PROJECT NUMBER: N/A
TO: HIGHLAND PAVING CO., LLC	CONTRACT FOR: 2025009
	CONTRACT DATE: June 19, 2024

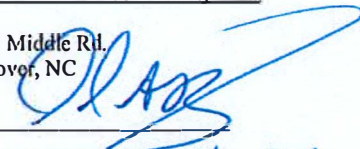
You are directed to make the following changes in this Contract:
 Provide additional labor, materials and equipment for the following changes to the scope of work:

- Fine Grading Existing Subgrade: Area 1, 4, and in between Area 1 & 4
 - Delete 8' ABC Stone Base in Alternate #1
 - Delete 8" ABC Stone Base in New Paved Access Area
- TOTAL ADD: \$ 120,058.35**

Through the acceptance of this Change Order, the Contractor acknowledges that he has reviewed the status of the work to date and that this Change Order represents the final and complete payment for the above stated additional work on the Crown Parking Lot and includes any and all cost for delays, claims or demands against the Owner. The Contractor by accepting the Change Order agrees to indemnify the Owner, Engineer and all other parties associated with this project forever from liens or claims from the Contractor or any other person directly or indirectly acting for, through, or under the Contractor.

Not valid until signed by the Engineer, Contractor and Owner.
 Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) was.....	\$ 1,034,491.10
Net change by previously authorized Change Orders.....	\$ 0.00
The (Contract Sum) prior to this Change Order was.....	\$ 1,034,491.10
The (Contract Sum) will be INCREASED. by this Change Order.....	\$ 120,058.35
The new (Contract Sum) including this Change Order will be.....	\$ 1,154,549.45 \$ 1,154,549.45 CDX PER EMAIL 11/8/2024
The Contract Time will be UNCHANGED by	(0) Days

HIGHLAND PAVING CO., LLC.
 2031 Middle Rd.
 Eastover, NC
 BY: 
 TITLE: Chief Estimator
 DATE: 11-6-24

CUMBERLAND COUNTY
 OWNER
 130 Gillespie St., RM 214
 Fayetteville NC 28301
 BY: _____
 Kirk deViere
 Chairman,
 Board of Commissioners
 DATE: _____

HIGHLAND PAVING CO.,LLC.

10/22/2024

Attn: Sean Underwood
Cumberland County
Engineering Department

RE: Add Grading of Subgrade in Area 4 and Area 1 - Combined Change Order

Pursuant to our earlier discussions and instructions, Highland Paving Co.,LLC offers to provide the materials necessary for the above referenced job.

Description of work and prices:

ITEM DESCRIPTION	QTY	UOM	UNIT \$	EXTENSION
AREA 1 - Fine Grading Existing Subgrade	24746	SY	\$ 1.85	\$ 45,780.10
Delete 8' ABC Stone Base in Alternate #1 - Pave on Existing Sand Clay	1	LS	(\$3,975.00)	(\$3,975.00)
Delete 8' ABC Stone Base in New Paved Access Area - Pave on Existing Sand Clay	-85	TONS	\$75.00	(\$6,375.00)
AREA 4 - Fine Grading Existing Subgrade	45127	SY	\$ 1.85	\$ 83,484.95
AREA between Area 1 and Area 4 - Fine Grading Existing Subgrade	618	SY	\$ 1.85	\$ 1,143.30
			Change Order TOTAL	\$ 120,058.35

Note: The language of this proposal shall be included as an exhibit to any forthcoming change order.

EXCLUSIONS / CLARIFICATIONS

1. Any soil testing. All soil testing shall be provided by the Owner if desired.
2. No surveying is included.

We are pleased to be able to provide you with a price on this project. We are committed to providing you with quality, reliability, and value.

Sincerely,

David A. Byrd
Chief Estimator / Senior Project Manager



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 12/16/2024

**SUBJECT: CONSIDERATION OF CHANGE ORDER #1 FOR EMERGENCY
SERVICES CENTER CHILLER REPLACEMENT**

BACKGROUND

Following the opening of the new Cumberland County Emergency Services Center at 500 Executive Place in December 2022, several critical electronic and pneumatic components of the pre-existing Air Stack chiller have had to be replaced, to the point where staff recommended replacement of the chiller. The criticality of the facility requires the chilled water system be operable 24 hours a day, seven days a week. It is also necessary to maintain the temperature and relative humidity of the communications servers located within the building.

On May 20, 2024, the Board of Commissioners approved the bid award for the Emergency Services Center Chiller Replacement to Dail Mechanical Inc. in the amount of \$419,000 and authorized the project to be paid for with unspent funds from the Emergency Operations Center Capital Project Fund.

In order to complete the chiller replacement without having to shut down Emergency Services or relocate staff, a temporary chiller must be brought in to provide power to the facility while the chiller is replaced. A contract change order in the amount of \$13,250 is required to cover the cost of the temporary chiller. This will increase the contract price from \$419,000 to \$432,250.

The change order has been preaudited and reviewed for legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of Change Order #1 with CMC Dail Mechanical Inc. for the Cumberland County Emergency Services Building Chiller Replacement project in the amount of \$13,250, increasing the contract price to from \$419,000 to \$432,250.00.

ATTACHMENTS:

Description

Change Order #1, Emergency Services Center Chiller Replacement

Type

Backup Material

CHANGE ORDER NO. 01

OWNER: Cumberland County
 PROJECT: EMS Bldg – Chiller Replacement
 CONTRACTOR: Dail Mechanical Inc.

Under the terms of the Contract and without invalidating the original provisions thereof, the following change(s) in work is(are) authorized for the change in contract amount herein set forth: (Description of change order with detailed breakdown attached)

1. Contractor to provide Temporary chiller to prevent any down time for the chilled water system during the changeover.
2. Furnish labor and materials to remove steel beams and grates above chiller at the Cumberland County EMS Center.

The time of completion including previous orders is 155 calendar days and shall be ~~(increased)~~ ~~(decreased)~~ unchanged by 0 calendar days by this change order for a revised contract date of completion of December 3, 2024. (Detailed analysis supporting the requirements for a change in duration is attached)

CONTRACT COST SUMMARY

				TOTALS	
1. Original Contract Amount			(Includes \$15,000 allowance)	\$419,000.00	
2. Amt. of Previous Orders	ADD	\$0	Deduct	\$15,000	
3. Amt. of This Order:	ADD	\$28,250.00	Deduct	\$0	
4. Total additions lines 2 & 3		\$28,250.00	Minus Total Deducts:	\$15,000	\$13,250
(Line 4 shall show the net amount to be added or (deducted) from the contract amount.)					
5. Revised Contract Total Amount					\$432,250.00
6. The Owner certifies that the <u>allowance balance</u> after this change is					\$0

Handwritten note: OK Per attached email dated 11/16/24

I certify that my Bonding Company will be notified forthwith that my contract has been ~~(increased)~~ ~~(decreased)~~ ^{COX PER 11/15/24 EMAIL} by the amount of this change order, and that a copy of the approved change order will be mailed upon receipt by me to my surety.

Dail Mechanical Inc. (Contractor) By: Anthony C. Johnson, V.P. 10-22-24 (Date)
Anthony C. Johnson, V.P.
 _____ (Designer) By: _____ (Date)
 _____ (Owner) By: _____ (Date)

DISTRIBUTION: 1 original to Designer
 1 original to Owner
 1 original to Surety
 1 original to Contractor

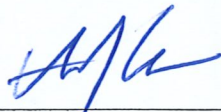
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.



County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

COUNTY ATTORNEY'S OFFICE

 11/14/24

Renewable Nonrenewable

Expiration Date: _____

CONTRACT # 2024 491

REQUEST FOR AUTHORIZATION TO CHANGE

DATE: 9/27/2024 PROJECT NAME: EMS Bldg – Chiller Replacement
REQUEST NO.: 01 CONTRACTOR: Dail Mechanical Inc.
OWNER: Cumberland County
DESIGNER: The Wooten County

DESCRIPTION OF CHANGE:

1. Contractor to provide Temporary chiller to prevent any down time for the chilled water system during the changeover.
2. Furnish labor and materials to remove steel beams and grates above chiller at the Cumberland County EMS Center.

REASON FOR CHANGE:

1. Owner Request

SUMMARY REVIEW OF CONTRACTOR'S ESTIMATE FOR TIME AND COST: (Attach Contractor's detailed cost breakdown of labor and materials).

See attached

DESIGNER SUMMARY:

1. Schedule items affected by this change: NO
2. Can Contractor mitigate the change without requiring a contract time extension? NO
3. Will the change require a contract time extension for other contractors? NO Which? N/A
4. Are additional costs indicated by reason of the time extension? NO

PROPOSAL

DAIL MECHANICAL, INC

NORTH CAROLINA STATE LICENSE NUMBER: 7422
3200-110 Glen Royal Road
Raleigh, North Carolina 27617
Phone: 919-307-3100
Fax: 919-307-8007

PROPOSAL SUBMITTED TO:	DATE:
Cumberland County	September 25, 2024
STREET	JOB NAME
130 Gillespie St	Cumberland County EMS Temp Chiller
CITY, STATE AND ZIP CODE	JOB LOCATION
Fayetteville , North Carolina 28301	Fayetteville NC
ARCHITECT	DATE OF PLANS

Dail Mechanical proposes to furnish labor and materials to furnish one 30 ton temporary chiller at the Cumberland County EMS Center . Our proposal is as follows :

- 1.Set in place one 30 ton temporary chiller near existing chiller enclosure with crane .
2. Disconnect existing electrical from existing chiller to disconnect . Install temporary electrical cables from temporary chiller to disconnect . Check all electrical from temporary chiller .
3. Disconnect existing piping from existing chiller to butterfly valves . Install temporary chilled water hoses from temp chiller to existing butterfly valves .
4. Fill chilled water lines and check for leaks .
5. Start up and check out chiller .
6. Clean up all trash from temp chiller install .

Please note the following :

1. Work is quoted to be performed on normal business hours .
2. Rental chiller will have pump to provide flow to system .
3. Rental Chiller will be 460/3 .
4. All taxes are included in quote . Work is considered to be a capital improvement .
5. Chiller rental date will start once chiller is delivered .
6. Rental is on a 28 day cycle.
7. Chiller is in stock at the moment but they are a first come rental .
8. A crane will off load chiller at site and reload chiller once complete.

Quote for Install and removal of temporary chiller, all connections and one 28 day cycle - \$ 18,750.00

Quote for monthly chiller after 1st month - \$7,500.00 (Rental is on a 28 day cycle)

We Propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

PAYMENT TO BE MADE AS FOLLOWS:

Invoice for work done will be submitted at job completion. Payment is due 30 days from invoice date.

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

AUTHORIZED SIGNATURE:


Anthony (AJ) Johnson

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE: _____

PROPOSAL

DAIL MECHANICAL, INC

NORTH CAROLINA STATE LICENSE NUMBER: 7422

3200-110 Glen Royal Road

Raleigh, North Carolina 27617

Phone: 919-307-3100

Fax: 919-307-8007

PROPOSAL SUBMITTED TO:	DATE:
Cumberland County	October 8, 2024
STREET	JOB NAME
130 Gillespie St	Cumberland County EMS Steel Work
CITY, STATE AND ZIP CODE	JOB LOCATION
Fayetteville , North Carolina 28301	Fayetteville NC
ARCHITECT	DATE OF PLANS

Dail Mechanical proposes to furnish labor and materials to remove steel beams and grating above chiller at the Cumberland County EMS Center . Our proposal is as follows :

1. Set up crane . Unbolt existing steel and steel grating . Move to temporary location .
2. Once new equipment set into location set existing steel into original location . Bolt steel down to same torque .

3. Clean up any trash from removal and install of existing steel .

Please note the following :

1. Work is quoted to be performed on normal business hours .
2. Quote has two mobilizations . One to remove existing steel and one to install existing steel .
3. Dail Mechanical will have someone on site while work is in progress.
4. All taxes are included in quote .
5. A crane will be onsite to remove and install existing steel .

We Propose to furnish material and labor - complete in accordance with above specifications, for the sum of:

Nine Thousand Five Hundred Dollars

\$9,500.00

PAYMENT TO BE MADE AS FOLLOWS:

Invoice for work done will be submitted at job completion. Payment is due 30 days from invoice date.

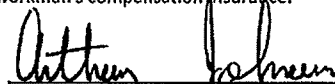
All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.

Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will

become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by workman's compensation insurance.

AUTHORIZED SIGNATURE:



Anthony (AJ) Johnson

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE: _____

DATE: _____



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND INFRASTRUCTURE

DATE: 1/6/2025

SUBJECT: CONSIDERATION OF CHANGE ORDER #1 FOR CORPORATION DRIVE OUTFALL PHASE I

BACKGROUND

On March 15, 2023, the Engineering & Infrastructure Department solicited bids for Phase I – Construction for the Corporation Drive Sanitary Sewer Outfall project. The project included the construction of gravity sewer line along I-95 parallel to Corporation Drive that could potentially serve approximately 180 acres of predominantly industrially-zoned land adjacent to the Cumberland Industrial Center. Phase I was funded with a grant from the NC Department of Commerce.

On June 19, 2023, the Board of Commissioners awarded the project to Jymco Construction Company as the lowest responsive, responsible bidder with a bid of \$1,616,318.

The project has been significantly impacted by rain and required an increase of stone bedding from 2 inches to 3 inches and 3.5 inches in addition to significant dewatering and earthwork. The cost and weather impacts require a change order in the amount of \$106,839.80 increasing the overall contract price from \$1,616,318.00 to \$1,723,157.80 and extending the project timeline by an additional 365 days to Jan. 20, 2025.

There is sufficient funding for this change order in the project budget and the change order has been preaudited and reviewed for legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

Staff recommends approval of Change Order #1 with Jymco Construction Company for Corporation Drive Outfall Phase I in the amount of \$106,839.80, increasing the overall contract price from \$1,616,318 to \$1,723,157.80 and extending the project timeline by an additional 365 days.

ATTACHMENTS:

Description

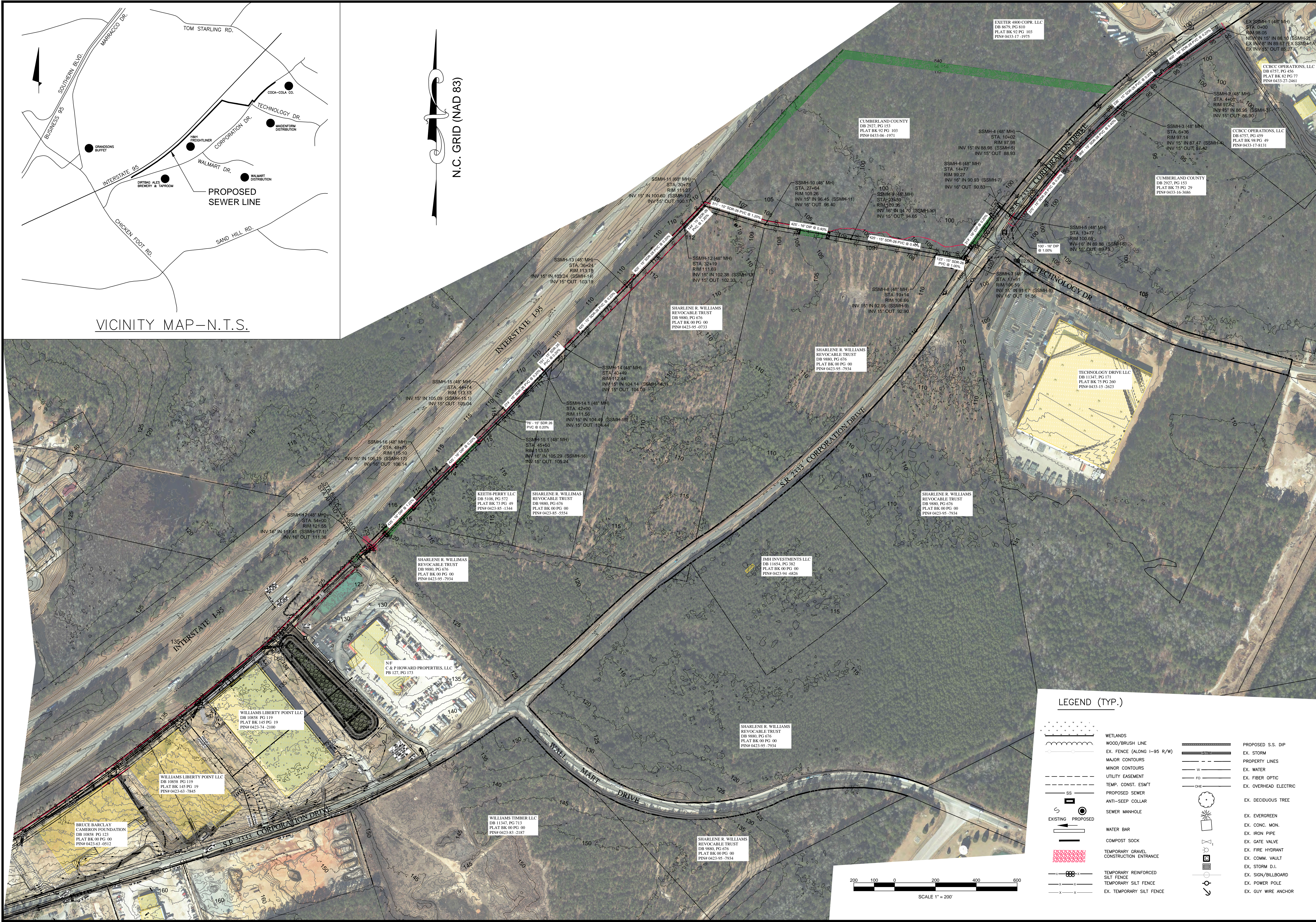
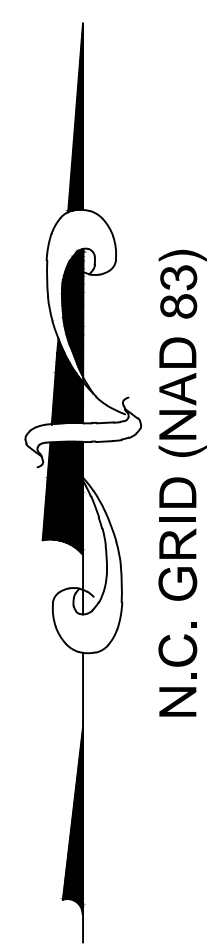
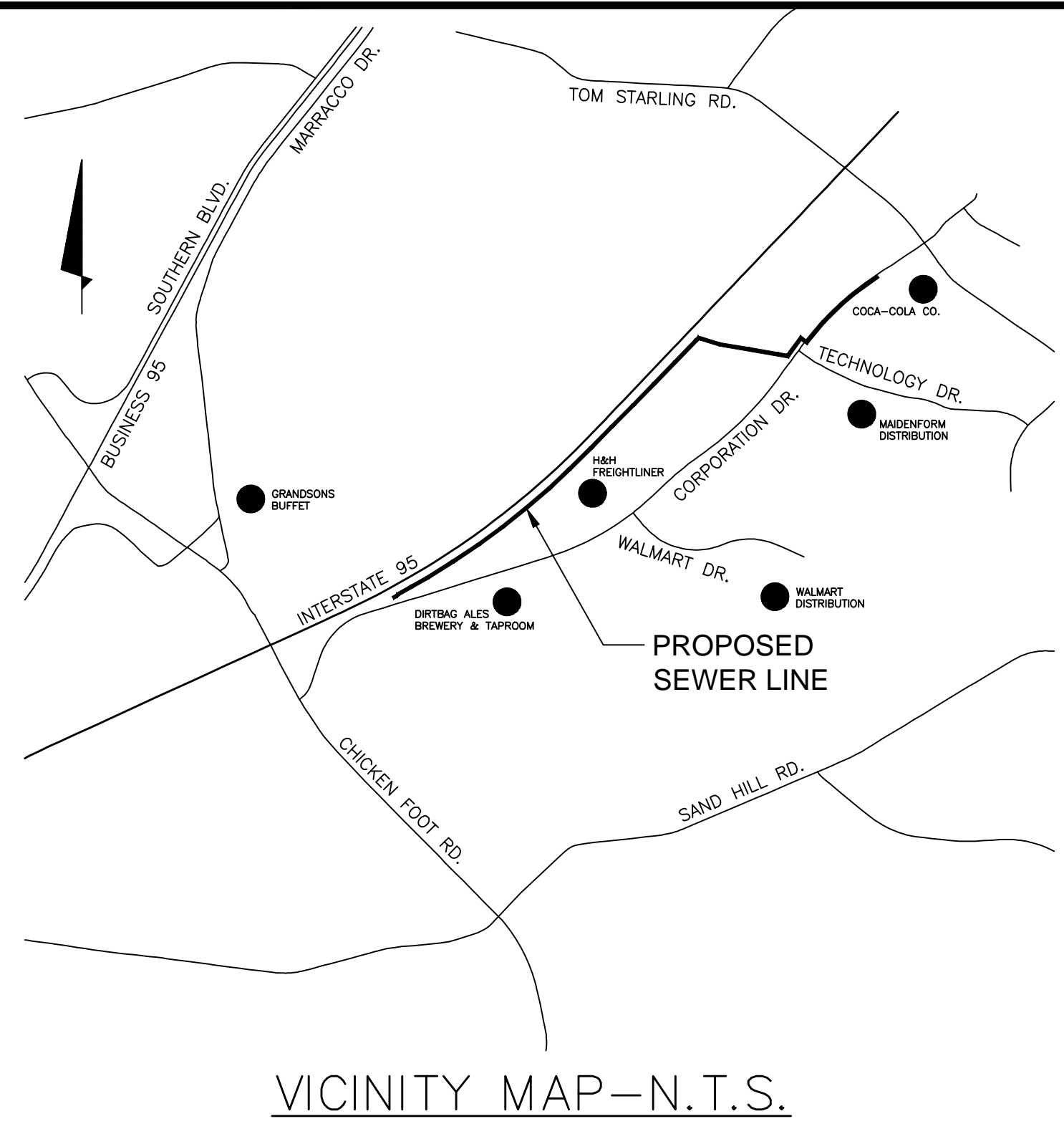
Phase I Map

Change Order #1, Corporation Drive Outfall Phase I

Type

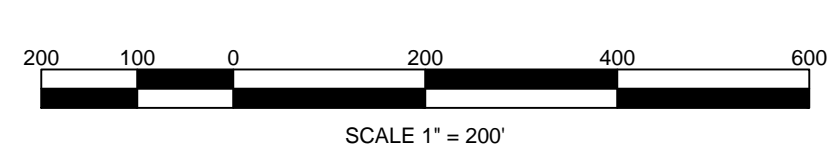
Backup Material

Backup Material



LEGEND (TYP.)

	WETLANDS		PROPOSED S.S. DIP
	WOOD/BRUSH LINE		EX. STORM
	EX. FENCE (ALONG 1-95 R/W)		PROPERTY LINES
	MAJOR CONTOURS		EX. WATER
	MINOR CONTOURS		EX. FIBER OPTIC
	UTILITY EASEMENT		EX. OVERHEAD ELECTRIC
	TEMP. CONST. ESM/T		EX. DECIDUOUS TREE
	PROPOSED SEWER		EX. EVERGREEN
	ANTI-SEEP COLLAR		EX. CONC. MON.
	SEWER MANHOLE		EX. IRON PIPE
	WATER BAR		EX. GATE VALVE
	COMPOST SOCK		EX. FIRE HYDRANT
	TEMPORARY GRAVEL CONSTRUCTION ENTRANCE		EX. COMM. VAULT
	TEMPORARY REINFORCED SILT FENCE		EX. STORM D.I.
	TEMPORARY SILT FENCE		EX. SIGN/BILLBOARD
	EX. TEMPORARY SILT FENCE		EX. POWER POLE
			EX. GUY WIRE ANCHOR



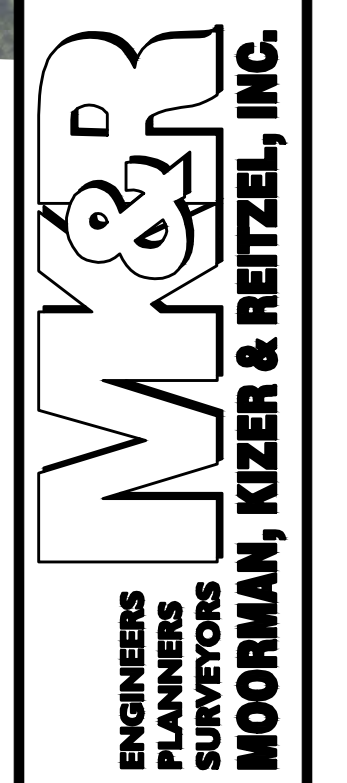
drawn by CMS
checked MKR
reviewed MKR
date MAR 2021
job no. 20-1032-01

EXHIBIT MAP PHASE
CORPORATION DR. - 15" SAN. SEW OUTFALL
PROPERTY OF
FAYETTEVILLE AREA ECONOMIC DEVELOPMENT
CUMBERLAND CO. HOPE MILLS, NC

no.	revision	by	date



115 Broadfoot Ave.
P.O. Box 53774
Fayetteville, N.C., 28305
Phone 910-484-5191
License #: F-0106



scale 1:200
Field Book No. 6665
SHEET
EXHIBIT

CHANGE ORDER

PROJECT: CORPORATION DRIVE OUTFALL PHASE I	CHANGE ORDER NUMBER: 01
	INITIATION DATE: January 31, 2024
	ENGINEER'S PROJECT NUMBER: N/A
TO: JYMCO CONSTRUCTION COMPANY, INC	CONTRACT FOR: 2023550
	CONTRACT DATE: April 25, 2023

You are directed to make the following changes in this Contract:

Provide additional labor, materials and equipment for the following changes to the scope of work:

- Increase of Stone Bedding from 2' to 3' and 3.5'.
- Dewatering pipe trench as needed
- Undercut below pie and backfill

TOTAL ADD: \$ 106,839.80

Through the acceptance of this Change Order, the Contractor acknowledges that he has reviewed the status of the work to date and that this Change Order represents the final and complete payment for the above stated additional work on the CORPORATION DRIVE OUTFALL and includes any and all cost for delays, claims or demands against the Owner. The Contractor by accepting the Change Order agrees to indemnify the Owner, Engineer and all other parties associated with this project forever from liens or claims from the Contractor or any other person directly or indirectly acting for, through, or under the Contractor.

Not valid until signed by the Engineer, Contractor and Owner.
Signature of the Contractor indicates agreement herewith, including any adjustment in the Contract Sum or the Contract Time.

The original (Contract Sum) was.....	\$ 1,616,318.00
Net change by previously authorized Change Orders.....	\$ 0.00
The (Contract Sum) prior to this Change Order was.....	\$ 1,616,318.00
The (Contract Sum) will be INCREASED. by this Change Order.....	\$ 106,839.80
The new (Contract Sum) including this Change Order will be.....	\$ 1,723,157.80
The Contract Time will be INCREASED by	365 DAYS

JYMCO CONSTRUCTION
COMPANY, INC.

1586 Yelverton Grove Road

Smithfield, NC 27577

BY: 

TITLE: Corp. Secretary

DATE: 9/24/2024

CUMBERLAND COUNTY
OWNER

130 Gillespie St., RM 214
Fayetteville NC 28301

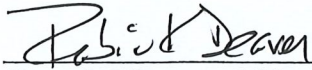
BY: _____
Kirk deViere

Chairman,

Board of Commissioners

DATE: _____

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

COUNTY ATTORNEY'S OFFICE


_____ 11/15/27

Renewable Nonrenewable

Expiration Date: _____

CHANGE ORDER

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

APPLICATION NO: 9
 APPLICATION DATE: 6/27/2024
 PERIOD TO: Change Order
 ARCHITECT'S PROJECT NO: PO 23001150

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D		E WORK COMPLETED THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G + C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD						
CO1	Undercut (Total of 317 CY)	\$ 11,139.80			\$11,139.80		\$11,139.80	100.00%	\$0.00	
CO1	Bedding Stone (Total of 1595 TN)	\$ 95,700.00			\$95,700.00		\$95,700.00	100.00%	\$0.00	
CHANGE ORDER SHEET TOTAL		\$106,839.80			\$106,839.80		\$106,839.80	100.00%	\$0.00	

The original contract anticipated that wet conditions would be encountered during the sewer outfall construction, and planned for 2' of stone bedding along with dewatering and undercut material for approximately 65% of the project length. The actual conditions encountered at the time the construction started were much more worse than expected. In order to provide a stable trench bottom for the installation of the sewer outfall, it was necessary to undercut further below the pipe and backfill that with additional bedding stone, with depths averaging between 3' to 3.5' instead of the anticipated 2'. Additional dewatering was also required to keep up with the amount of groundwater that was seeping into the pipe trench. Without these additional materials, it would not have been possible to install the sewer outfall line."



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JANUARY 6, 2025

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 12/31/2024

SUBJECT: ALLIANCE HEALTH BOARD OF DIRECTORS

BACKGROUND

Chairman deViere would like to nominate and appoint Vice Chairwoman Jones to the Alliance Health Board of Directors at the January 6, 2025 Board of Commissioners Regular Meeting.

Appointment at the January 6, 2025 meeting allows Vice Chairwoman Jones to attend the January meeting for the Alliance Health Board officially.

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of nomination and appointment.