



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, AUGUST 2, 2016

REGULAR MEETING

CALL TO ORDER

4:30 P.M. – CLOSED SESSION – *pursuant to N.C.G.S. 143-318.11(a)(3)*

5:30 P.M. – INVOCATION – *Rev. Arnold Comer, Summer Hill Baptist Church*

PLEDGE OF ALLEGIANCE – *Debra Ensminger, Planning Director*

CHAIRMAN – *Does any Commissioner have a conflict of interest concerning agenda items the Board will address in this meeting?*

I. PUBLIC COMMENT PERIOD (*Procedures are attached*)

II. ADDITIONAL AGENDA

III. RECOGNITIONS

IV. PRESENTATIONS

V. APPROVAL OF CONSENT AGENDA

All items listed below are considered routine and will be enacted by one motion. No separate discussion will be held except on request of a member of the Board of Commissioners.

- A. Minutes: July 19, 2016 Regular Meeting and Closed Session
- B. Budget Amendments
- C. Contract Amendment between Moore County and Communities in Schools for FY 15-16 JCPC Grant
- D. New Courthouse Building Capital Project Ordinance
- E. NC Forest Service Contract for FY 17
- F. Amendment to Original Performance Automotive Group, Inc. Contract Dated 4/19/16
- G. Resolution to Declare County-Owned Property Surplus and Convey to Town of Southern Pines
- H. Contract for School Nurse Funding Initiative FY 17
- I. Health Department Bad Debt Write-Off
- J. Rejection of Bids for Well 24 Rehabilitation Project

VI. PUBLIC HEARINGS

- A. Call to Public Hearing/Planning – Conditional Use Permit Request: HCE Moore II – Stage Road (*Debra Ensminger*)

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Sheriff – Amendment to Contract with Southern Health Partners (*Andy Conway*)
- B. Sheriff – Amendment to Contract with Aramark Correctional Services (*Andy Conway*)
- C. Public Works – Service Contract for Recycling Services (*Chad Beane*)
- D. Public Works – Contract for Vass Phase 2 Wastewater Collection System Expansion (*Randy Gould*)

IX. APPOINTMENTS

- A. Nursing and Adult Care Home Community Advisory Committee
- B. Sandhills Community College Board of Trustees

X. ADDITIONAL AGENDA

XI. MANAGER'S REPORT

XII. COMMISSIONERS' COMMENTS

ADJOURNMENT

COMMISSIONERS' UPCOMING MEETINGS/EVENTS:

- **Partners Executive Bd.**, Friday, August 5, 8:00am (Saunders)
- **Partners Full Board**, Tuesday, August 9, 8:00am (Saunders & Graham)
- **Airport Authority**, Tuesday, August 9, 10:00am (Daeke)
- **Sandhills Center Board**, Tuesday, August 9, 7:00pm (Ritter)
- **Pre-agenda Mtg.**, Wednesday, August 10, 9:00am (Daeke & Picerno)
- **Drug Free Moore County**, Thursday, August 11, 8:30am (Ritter)
- **Local Emergency Planning**, Thursday, August 11, 11:00am (Ritter)
- **Fire Commission**, Thursday, August 11, 6:00pm (Ritter)
- **Regular Meeting**, Tuesday, August 16, closed session 4:30pm, open session 5:30pm
- **DSS Board**, Wednesday, August 17, 3:00pm (Graham)
- **Transportation Advisory Board**, Thursday, August 18, 3:00pm (Picerno)
- **Aging Advisory Council**, Tuesday, August 23, 8:30am (Saunders)
- **Animal Operations**, Thursday, August 25, 6:00pm (Picerno)
- **Pre-agenda Mtg.**, Wednesday, August 31, 9:00am (Ritter & Picerno)
- **Moore Co. Transportation Comm.**, Wednesday, August 31, 2:00pm (Daeke)

PUBLIC COMMENT PROCEDURES
MOORE COUNTY BOARD OF COMMISSIONERS

The Moore County Board of Commissioners is committed to allowing members of the public an opportunity to offer comments and suggestions for the efficient and effective administration of government. In addition to public hearings, a special time is set aside for the purpose of receiving such comments and suggestions. All comments and suggestions addressed to the Board during the Public Comment Period shall be subject to the following procedures:

- 1. The Public Comment period will be held at the beginning of the Board meeting. The comment period will be limited to a maximum of thirty minutes.*
- 2. Persons who wish to address the Board during the Public Comment Period will register on a sign-up sheet available on the table outside the entrance door to the Commissioners' Meeting Room indicating contact information and topic. Sign-up sheets will be available beginning 30 minutes before the start of the meeting. No one will be allowed to have his/her name placed on the list by telephone request to County Staff.*
- 3. Each person signed up to speak will have three (3) minutes to make his/her remarks. Each person signed up to speak will only be entitled to the time allotted to each speaker and one additional time period which may be yielded to him/her by another individual who has also signed up to speak on a particular topic.*
- 4. Speakers will be acknowledged by the Board Chairperson in the order in which their names appear on the sign-up sheet. Speakers will address the Board from the lectern at the front of the room and begin their remarks by stating their name and address.*
- 5. Public comment is not intended to require the Board to answer any impromptu questions. However, Board members may, in their discretion and after being recognized by the Board Chairperson, respond to speakers' comments. Any response by a commissioner to a speaker during the public comment period does not open discussion between the commissioner and speaker. Speakers will address all comments to the Board as a whole and not one individual commissioner. Discussions between speakers and members of the audience will not be allowed.*
- 6. Speakers will be courteous in their language and presentation. Matters or comments which are harmful, discriminatory or embarrassing to any citizens, official or employee of Moore County shall not be allowed. Speaker must be respectful and courteous in their remarks and must refrain from personal attacks and the use of profanity.*
- 7. Only one speaker will be acknowledged at a time. If the time period runs out before all persons who have signed up get to speak, those names will be carried over to the next Public Comment Period.*
- 8. Any applause will be held until the end of the Public Comment Period.*
- 9. Speakers who have prepared written remarks or supporting documents are encouraged to leave a copy of such remarks and documents with the Clerk to the Board.*
- 10. Speakers shall not discuss any of the following: matters which concern the candidacy of any person seeking public office, including the candidacy of the person addressing the Board; matters which are closed session matters, including but not limited to matters within the attorney-client privilege, anticipated or pending litigation, personnel, property acquisition, matters which are made confidential by law; matters which are the subject of public hearings.*
- 11. Information sheets outlining the process for the public's participation in Board meetings will also be available in the rear of the Commissioner's Meeting Room.*
- 12. Action on items brought up during the Public Comment Period will be at the discretion of the Board.*

Adopted on the 5th day of March 2007 by a 5 to 0 vote of the Moore County Board of Commissioners.

Revised on the 7th day of April 2015.



MOORE COUNTY BOARD OF COMMISSIONERS

TUESDAY, JULY 19, 2016

REGULAR MEETING

The Moore County Board of Commissioners met for a Regular Meeting at 4:30 p.m., Tuesday, July 19, 2016 in the Commissioners' Meeting Room on the second floor of the Historic Courthouse in Carthage, North Carolina.

Commissioners Present: Chairman Nick Picerno, Vice Chairman Randy Saunders, Jerry Daeke, Catherine Graham, Otis Ritter

Commissioners Absent: None

Chairman Picerno called the meeting to order at 4:30 p.m.

CLOSED SESSION

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3).

OPEN SESSION

At 5:30 p.m., the Board continued the meeting in open session.

Mr. Percy Flowers from Red Branch Baptist Church provided the invocation and Department of Aging Director Terri Prots led the Pledge of Allegiance.

The Chairman asked whether any commissioner had a conflict of interest concerning agenda items the Board would discuss during the meeting and no conflicts were stated.

ADDITIONAL AGENDA

Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to pull from the agenda an item regarding the funding formula for Sandhills Community College and to add to the agenda recognition of the Moore County Transportation Services drivers.

PUBLIC COMMENT PERIOD

There were no speakers.

RECOGNITIONS

Moore County Transportation Services

Planning Director Debra Ensminger recognized her Moore County Transportation Services staff, many of whom were present at the meeting, for receipt of a safety award. The commissioners offered their congratulations and Chairman Picerno said he was proud of how this division had been turned around. He recognized Ms. Ensminger, Administrative Services Officer Lydia Cleveland, and MCTS Manager Tawanna Williams for their leadership.

CONSENT AGENDA

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to approve the following consent agenda items:

Minutes: June 21, 2016 Regular Meeting and Closed Session
Budget Amendments
Digital Learning Invoices
Tax Releases and Refunds – June 2016
Revisions to Voluntary Agricultural District Ordinance
Revisions to Bylaws for Local Emergency Planning Committee
Homeland Security Grant Program MOU for Communications Trailer Upgrade
Vac Truck Contract

The budget amendments, tax releases/refunds resolutions, amended ordinance, and amended LEPC bylaws are hereby incorporated as a part of these minutes by attachment as Appendices A, B, C, and D, respectively.

PUBLIC HEARINGS

Call to Public Hearing/Legal – Economic Development Incentive Agreement with Reliance Packaging, LLC

County Attorney Misty Leland requested the Board call a public hearing regarding a potential economic development agreement. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to call for a public hearing on August 16, 2016 at 5:30 p.m. to consider entering into an economic development agreement with Reliance Packaging, LLC.

Public Hearing/Planning – Conditional Use Permit Request: Pinesage – Solar Collector Facility – continued from June 19, 2016

Chairman Picerno reviewed that this item was a public hearing continued from June 19, 2016 regarding a request by Pinesage Solar Farm, LLC for a conditional use permit to construct a commercial solar collector facility on ParID 00018479 located north of NC HWY 211, owned by McDonald Family Farms.

Ms. Lydia Boesch and Mr. Roy Harvel were sworn in by the Clerk, and those sworn on June 19, 2016 remained under oath. Chairman Picerno reopened the hearing. Ms. Boesch, a resident of Pinewild, spoke in support of the proposed solar project. Chairman Picerno asked her to clarify whether she was representing Pinewild or herself and she said the Pinewild Board had not taken an official position and so she was speaking personally.

Planning Director Debra Ensminger asked the Board enter into the record the Moore County 2013 Land Use Plan and at the request of Chairman Picerno she cited Goal 1 of the Plan, to “preserve and protect the ambiance and heritage of the County of Moore.” Vice Chairman Saunders inquired about the zoning of the property along Highway 211 and also about the landscaping and landscaping requirements and Ms. Ensminger addressed his questions. Commissioner Graham discussed with Ms. Ensminger the County’s authority if certain conditions were not met some years down the road. Commissioner Ritter commented on the natural screening available on this particular property. Applicant Brian Quinlan reviewed a map of the property and buffer areas. There were no further comments.

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Ritter, the Board voted 4-1 (*Saunders, Ritter, Daeke, Graham – for; Picerno – opposed*) to approve the conditional use permit to construct a commercial solar collector facility on approximately 33.48 acres of an overall approximately 53.06 acres parcel (ParID 00018479) located north of NC HWY 211, owned by McDonald Family Farms with the provided conditions, as proposed.

Chairman Picerno closed the public hearing. All documents submitted for the continuation of the hearing are hereby incorporated as a part of these minutes by attachment as Appendix E.

NEW BUSINESS

Planning:

Acceptance of \$100,000 Urgent Repair Program Grant

Planning Director Debra Ensminger asked the Board to accept funds from the Urgent Repair Program offered by the North Carolina Housing Finance Agency, and she reviewed information about the program. Commissioner Graham made a motion, seconded by Commissioner Daeke, to accept the \$100,000 Urgent Repair Program offered to Moore County through the North Carolina Housing Finance Agency, to approve the budget amendment, and to allow the Chairman to execute the procurement policy, assistance policy, budget amendment, and any other subsequent documents related to the implementation of the Urgent Repair Program grant. Chairman Picerno inquired with Ms. Ensminger regarding the selection process for homes chosen for repair. Ms. Ensminger explained that her staff reviewed and ranked the applications. Chairman Picerno asked if the funding source was federal or state and Ms. Ensminger said federal. The motion carried 4-1 (Graham, Daeke, Ritter, Saunders – for; Picerno – opposed). The budget amendment is hereby incorporated as a part of these minutes by attachment as Appendix F.

Approval of Building Inspection Services Interlocal Agreements

Ms. Ensminger requested the Board’s approval interlocal agreements for building inspections with the Town of Aberdeen, Town of Southern Pines, and Village of Pinehurst and she reviewed the background for this request. Commissioner Ritter made a motion, seconded by Commissioner Daeke, to approve the interlocal agreement for building inspection services, a mutual aid agreement, with the Town of Aberdeen, Town of Southern Pines, and the Village of Pinehurst, and authorize the Chairman to sign. Vice Chairman Saunders thanked Ms. Ensminger for her work on this agreement. The motion carried 5-0.

Approval of FY 16-17 Community Transportation Program Grant

Ms. Ensminger requested the Board's approval of the grant agreement for the FY 2016-2017 Community Transportation Program. Upon motion made by Commissioner Daeke, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the grant agreement for the FY16-17 Community Transportation Program.

Approval of Memorandum of Understanding between Moore County Transportation Services and Department of Aging

Ms. Ensminger asked the Board to approve a memorandum of understanding between Moore County Transportation Services and the Department of Aging for transportation services provided to clients of the Department. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the memorandum of understanding between Moore County Transportation Services and the Department of Aging.

Social Services:

Approval of Memorandum of Understanding with Moore County Transportation Services

Social Services Director John Benton asked the Board to approve a memorandum of understanding between his department and Moore County Transportation Services for non-emergency Medicaid transportation. Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to approve the renewal of the MOU with Moore County Transportation Services in the amount of \$375,000.

Approval of Contract with Sandhills Transportation

Mr. Benton requested the Board's approval of an amendment to the contract with Sandhills Transportation for non-emergency Medicaid transportation. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the renewal of the contract with Sandhills Transportation in the amount of \$30,000.

Approval of Contract with Right Transportation, Inc.

Mr. Benton requested the Board's approval of the contract with Right Transportation, Inc. for non-emergency Medicaid transportation. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to approve the renewal of the contract with Right Transportation, Inc. in the amount of \$120,000.

Sheriff:

Approval of Contract Amendment for Inmate Food Services

Lt. Bill Flint asked the Board to approve an amendment to the contract with Aramark for inmate food services. Vice Chairman Saunders made a motion, seconded by Commissioner Daeke, to amend the food services contract with Aramark Correctional Services, LLC increasing the not to exceed amount to \$269,000 and to authorize the Chairman to sign the amended contract. Chairman Picerno inquired about the average daily population of the jail and Lt. Flint said it was currently 160. Chairman Picerno recalled past comments criticizing the size of the detention center and discussed how it would have been inadequate given the current

inmate population. Commissioner Ritter asked about an indicated price difference for juvenile meals and Lt. Flint explained that state standards mandated four servings of milk per day for juveniles, thus the cost was affected to meet that requirement. The motion to approve the contract amendment carried 5-0.

Tax:

Approval of Settlement Reports for FY 2015-2016

Tax Administrator Gary Briggs presented the tax settlement reports for FY 2015-2016. Mr. Briggs reported that the Tax Department had collected 99.71% of its tax levy for this year, the highest collection rate they could find on record. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to accept the preliminary reports as required by North Carolina General Statute 105-373 and to enter the insolvents list into the official minutes of the Board of Commissioners, to accept the settlement report of current and delinquent real and personal property taxes for 2015-2016, to accept the minimal tax bill report for 2015-2016, and by resolution charge the Tax Administrator with the collections of the delinquent real and personal property taxes. The reports and resolution are hereby incorporated as a part of these minutes by attachment as Appendix G.

Charge of FY 2016-2017 Tax Levy

Mr. Briggs requested the Board's charge to collect taxes for 2016-2017. Upon motion made by Commissioner Daeke, seconded by Vice Chairman Saunders, the Board voted 5-0 to charge the Tax Administrator with the collections of all real, personal, public service company, and motor vehicle taxes for the 2016-2017 levy year, and with the collections of all delinquent real, personal, public service company, and motor vehicle taxes. The charge is hereby incorporated as a part of these minutes by attachment as Appendix H. County Manager Wayne Vest congratulated Mr. Briggs and his staff on the great job they did.

Public Works:

Approval of Service Contract for Bio-Solids Tipping

Public Works Director Randy Gould requested the Board's approval of a contract in the amount of \$90,000 for FY17 for bio-solids tipping. The contract would have an automatic renewal amount of \$92,800 for FY18. Upon motion made by Commissioner Ritter, seconded by Vice Chairman Saunders, the Board voted 5-0 to authorize the Chairman to approve a service contract with Chambers Development of North Carolina, Inc.

Approval of Transfer of Former Seven Lakes Well Site #12 Back to Landowner

Mr. Gould asked the Board to approve a well transfer agreement with Mr. Loyd Edwards Auman, as the County had discontinued use of the well on this leased well site in 2015. Upon motion made by Commissioner Daeke, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the transfer agreement and authorize the Chairman to sign the agreement.

Public Safety:

Approval of EMS Management and Consultants Contract Amendment

Public Safety Director Bryan Phillips requested the Board's approval of a contract amendment for the EMS Management and Consultants contract. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Daeke, the Board voted 5-0 to approve the contract amendment # 1 with EMS Management and Consultants and authorize the Chairman to sign all necessary documents upon financial and legal approvals.

Approval of Purchase under FY15 Homeland Security Grant Program

Mr. Phillips asked the Board to approve the purchase of a FORTS – Fold Out Shelter Trailer with grants funds the County applied for in conjunction with other Domestic Planning Region 6 counties (Anson, Chatham, Scotland, Richmond, Lee, Johnston, Randolph, Montgomery, Harnett, and Wake). Vice Chairman Saunders asked where the trailer would be kept and Mr. Phillips indicated it would be housed at one of the fire/EMS stations in the county. Chairman Picerno asked about the funding source for operational upkeep and County Manager Wayne Vest said it was a multi-year grant fund. Mr. Phillips said there would be no financial impact to the County. Commissioner Ritter asked whether the County would have to supply the staff when the trailer was deployed (elsewhere) and Mr. Phillips said no. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Ritter, the Board voted 5-0 to approve Moore County to purchase a FORTS – Fold Out Shelter Trailer from Southeastern Emergency Equipment for \$87,775 plus tax/title cost and allow the Chairman to sign any and all sole source, contracts, and agreements associated with this purchase as approved by the County Attorney.

Approval of Richmond County Mutual Aid and Assistance Agreement

Mr. Phillips requested the Board's approval of a mutual aid agreement with Richmond County. Upon motion made by Vice Chairman Saunders, seconded by Commissioner Ritter, the Board voted 5-0 to approve the resolution approving the mutual aid agreement for disasters and other related emergencies between Richmond County and Moore County, and the agreement, and authorize the Chairman to sign the same. The resolution is hereby incorporated as a part of these minutes by attachment as Appendix I.

Approval of Statewide Mutual Aid and Assistance Agreement

Mr. Phillips requested approval of a statewide mutual aid and assistance agreement with North Carolina Emergency Management. Upon motion made by Commissioner Ritter, seconded by Vice Chairman Saunders, the Board voted 5-0 to approve the County Manager to sign the memorandum of understanding with North Carolina Emergency Management as approved by the County Attorney.

Administration:

Consideration of Solid Waste Ordinance Revisions

County Manager Wayne Vest shared that in trying to enforce the provisions of the Code of Ordinances, Chapter 8, Health and Sanitation (specifically, Article IV, Solid Waste), staff had identified the need for more specification as to the enforcement agency as well as the need for more due process provisions which would allow for an initial contact, possibly without penalty, allow for a minimum/maximum timeframe for citizens to take corrective action, and allow for an appeal process. Mr. Vest reviewed information from a complaint

received on Baker Road, which prompted this request to possibly revise the ordinance. Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board voted 5-0 to direct staff to research, review, and recommend revisions to Moore County's Health and Sanitation Ordinance, Chapter 8, specifically Article IV, Solid Waste.

Adoption of Resolution Concerning the Levy of a ¼ Cent County Sales and Use Tax

Mr. Vest presented for the Board's consideration a resolution calling for an advisory referendum in November regarding the Article 46 sales tax, and he provided background information on this item. Chairman Picerno expressed his dismay over the failure of the County's local bill regarding Article 46. The bill would have restricted proceeds from Article 46 to Moore County Schools' construction needs and would have clarified the language on the ballot for voters. Chairman Picerno was especially disappointed that this outcome was due to legislators receiving bad information and not addressing the issue until very little time was left of their session. He shared his inclination to send the legislators a bill for \$5 million and tell them to fix the County's schools instead of Samarqand. Chairman Picerno then gave the floor to Commissioner Graham who shared a prepared statement on her position to not put Article 46 back on the ballot in November 2016. She discussed the history of this referendum in other counties and also why she felt it pertinent to have the clarified ballot language in place prior to holding another referendum. Commissioner Graham's statement is hereby incorporated as a part of these minutes by attachment as Appendix J. Vice Chairman Saunders discussed the timeline presented by the Board of Education in January for completion of new schools. He said Moore County would need to borrow a significant amount of money to match the Schools' timeline and discussed citizens' lack of input if property taxes were increased to meet this need. He said even if the timeline changed, it would still be struggle for the County to find the income to service the debt for the new schools proposed. Vice Chairman Saunders discussed also the cost of school construction and implored the Board of Education and Schools staff to look at the numbers closely, citing information he found on similar schools built around North Carolina for much less than Moore County Schools had estimated. Commissioner Ritter commented regarding the NC State Education Lottery and expressed concern that if Article 46 was passed in Moore County without a legal restriction of the proceeds, the money could be spent elsewhere by future boards. Chairman Picerno concurred that he was not in favor of putting the Article 46 advisory referendum on the November 2016 ballot for the reasons stated. He indicated, though, that there was no reason to panic regarding the project costs because no one even knew yet how much the first school was going to cost, and he said borrowing money was going to be necessary with or without the sales tax. He said he had a personal commitment from all three of the County's legislators (Sen. Tillman, Rep. Boles, and Rep. McNeill) that the local bill would be passed. Vice Chairman Saunders stated his agreement. Upon motion made by Commissioner Graham, seconded by Vice Chairman Saunders, the Board voted 5-0 to not place the Article 46 ¼ cent sales tax on the ballot for the November 2016 election. Commissioner Graham then made a motion that the County obtain a finance plan for approval of the Board of Commissioners at the earliest possible date to finance the first four schools as requested by the Moore County Board of Education. Regarding this motion, Chairman Picerno suggested it was best to do the budgeting on a year by year basis; otherwise, it would just be a big "guesstimate." He said the Board had talked at length about handling the Schools' construction funding like it handled funding for the digital learning initiative. Commissioner Graham agreed with points made by the Chairman and requested he rephrase the motion accordingly. Upon motion made by Chairman Picerno, seconded by Commissioner Graham, the Board voted 5-0 to engage Davenport (the County's financial advisors) to do another study on Schools construction projects

financing, knowing the sales tax will not be implemented at this time, to see what the County can afford, and to include with the Davenport study a 12-month actual cost projection from the Schools. Commissioner Graham stated to Superintendent Dr. Robert Grimesey and Board of Education Chair Bruce Cunningham and Vice Chair Ed Dennison, present at the meeting, the commissioners' commitment to fund the projects.

APPOINTMENTS

Town of Carthage Planning Board ETJ Member

Upon motion made by Commissioner Graham, seconded by Commissioner Ritter, the Board voted 5-0 to reappoint Max Muse and Bob Hunt as ETJ members of the Town of Carthage Planning Board for terms expiring June 30, 2019.

NCACC Annual Conference Voting Delegate

Upon motion made by Chairman Picerno, seconded by Commissioner Ritter, the Board voted 5-0 to appoint Vice Chairman Saunders as the voting delegate to the NCACC annual conference to be held August 11-14, 2016.

Board of Health

Upon motion made by Commissioner Ritter, seconded by Chairman Picerno, the Board voted 5-0 to reappoint Betty Goodridge to the Board of Health for a three-year term expiring July 31, 2019.

Voluntary Agricultural District Board

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to reappoint Sandy Stewart, Matt Wimberly, Tony Chriscoe, Tim Priest, and Harry Huberth to the Voluntary Agricultural District Board for three-year terms expiring July 31, 2019.

ADDITIONAL AGENDA

County Attorney Misty Leland noted that questions she had regarding the Board Order for the Pinesage solar facility discussed earlier in the meeting had been resolved and she asked the Board to go ahead and consider approval of the Board Order. Upon motion made by Chairman Picerno, seconded by Vice Chairman Saunders, the Board approved the Board Order for Pinesage.

MANAGER'S REPORT

County Manager Wayne Vest asked the Board to consider dates for a work session, perhaps between the two September regular meetings. Chairman Picerno suggested September 8th and asked the commissioners to check their schedules to confirm this would be an acceptable date.

Mr. Vest reported that this was the 24th year in a row that the County's tax collections had been at 99% or greater.

Mr. Vest welcomed County Attorney Misty Leland back her from recent maternity leave and said the County was blessed to have her for 11 years. He thanked attorney Doug Gill for filling in for Ms. Leland in her absence.

COMMISSIONERS' COMMENTS

Chairman Picerno spoke highly of Tax Department employees and Moore County taxpayers regarding the County's long-running 99+% collection rate.

ADJOURNMENT

Upon motion made by Vice Chairman Saunders, seconded by Commissioner Graham, the Board voted 5-0 to come out of closed session and seal the minutes.

There being no further business, upon motion made by Commissioner Ritter, seconded by Commissioner Graham, the Board voted 5-0 to adjourn the July 19, 2016 regular meeting of the Moore County Board of Commissioners at 7:25 p.m.

Nick J. Picerno, Chairman

Laura M. Williams, Clerk to the Board

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Chief Finance Officer



DATE: 07/25/2016

SUBJECT: Budget Amendments

PRESENTER: Caroline L. Xiong

REQUEST:

Approve the attached budget amendments

BACKGROUND:

The NC General Statutes provide for the County to make amendments to the budget during the fiscal year. The budget should be amended to reflect the changing financial opportunities and adjustments that occur after the budget is adopted. Attached are detailed explanations of each amendment and the appropriate Department Directors are here to answer any questions you may have. The amendments are:

	Department	Amount	Sources of Revenue	Justification
1.	Health	\$5,000 increase	Federal Grant Funds from the Centers for Disease Control and Prevention	Ebola Preparedness & Response Grant / Planning for Responding to High Consequence Pathogens such as Ebola and Zika Virus Disease.

IMPLEMENTATION PLAN:

N/A

FINANCIAL IMPACT STATEMENT:

The overall effect is to increase/decrease the revenue and expenditures in the General Fund by \$5,000 to authorize the County Manager to proceed with the amendments and any actions required as a result.

RECOMMENDATION SUMMARY:

Recommend a motion to approve the following budget amendments as stated.

SUPPORTING ATTACHMENTS:

The following budget amendments and supporting information are attached:

Fiscal Year 2015/2016

Budget Line Item Number	Budgeted Amount	Increase/ (Decrease)	Revised Budget
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Health - Federal Grant Funds from the Centers for Disease Control and Prevention

Revenue	10032071 35054	Ebola Grant Revenue	-	5,000	5,000
Expense	10039068 53943	Ebola Preparedness Grant	-	5,000	5,000

Approved this _____ day of _____, 2016

Nicholas J. Picerno
Moore County Board of Commissioners

Laura Williams
Clerk to the Board

Budget Amendment Staff Report

Department:

Health

Increase or Decrease of Amount of Funding:

Increase Revenue Account 10032071-35054 Ebola Preparedness & Response Grant \$5,000

Increase Expense Account 10039068-53943 Ebola Preparedness & Response Expense \$5,000

Source(s) of Funding:

Federal grant funds from the Centers for Disease Control and Prevention (CDC) provided through a NC DHHS Division of Public Health Agreement Addendum for FY2016-2017.

Justification (please be specific):

The CDC has provided funding through NC DHHS to NC Public Health Preparedness and Response to enhance public health emergency preparedness planning and operational readiness for responding to high consequence pathogens such as Ebola and Zika virus disease.

The NC Public Health Preparedness and Response system focuses on planning, adaptability and the ability to respond to agents of diseases. Critical components of this response system include having the appropriate jurisdictional risk assessment (JRA), appropriate public health risk communication messages and/or vector control as needed for the given disease.

The NC DHHS Division of Public Health Agreement Addendum for FY2016-2017 for the Ebola Preparedness & Response grant requires local health departments to collaborate with community partners including hospitals and law enforcement in regard to planning for responding to high consequence pathogens such as Ebola and Zika virus disease.

Division of Public Health

Agreement Addendum

FY 16-17

Moore County Health Department
 Local Health Department Legal Name

Epidemiology/PH Preparedness & Response
 DPH Section/Branch Name

613 Ebola Preparedness and Response
 Activity Number and Description

Amanda Fuller Moore, (919) 715-1380,
 Amanda.fullermoore@dhhs.nc.gov
 DPH Program Contact
 (name, telephone number with area code, and email)

07/01/2016 – 05/31/2017
 Service Period

DPH Program Signature _____ Date _____
 (only required for a negotiable agreement addendum)

08/01/2016 – 06/30/2017
 Payment Period

- Original Agreement Addendum
 Agreement Addendum Revision # _____ (Please do not put the Budgetary Estimate revision # here.)

I. Background:

North Carolina Public Health Preparedness and Response (PHP&R) over the past two years has worked diligently with its community partners to aggressively prepare for, respond to and recover from diseases related to high consequence pathogens including Ebola and Zika virus disease (Zika). Because of the broad challenges that high consequence pathogens present, efforts are focused on specific steps in the preparedness cycle.

The North Carolina PHP & R response system focuses on planning, adaptability and the ability to respond to agents of diseases. Critical components of this responsive system include having the appropriate jurisdictional risk assessment (JRA), appropriate public health communication/risk communication messages, and or vector control as needed for the given disease.

II. Purpose:

The purpose of this Activity is to enhance public health emergency preparedness planning and operational readiness for high consequence pathogens such as Ebola and Zika virus disease.

III. Scope of Work and Deliverables:

The Local Health Department shall:

1. Develop a Concept of Operations Plan for responding to High Consequence Pathogens by May 30, 2017. The Concept of Operations Plan shall include:
 - a. Monitoring


 Health Director Signature (use blue ink)

16 MAY 16
 Date

Local Health Department to complete: (If follow up information is needed by DPH)	LHD program contact name: <u>Teresa Forrest</u> Phone number with area code: <u>(910) 947-4502</u> Email address: <u>tforrest@moorecountync.gov</u>
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Signature on this page signifies you have read and accepted all pages of this document.

- b. Reporting
 - c. Transportation and treatment plans of the healthcare coalitions (where applicable)
 - d. Communications and information sharing, and
 - e. Worker safety.
2. Collaborate with community partners including communicable diseases, hospitals and law enforcement to convene and facilitate:
 - a. One informational sharing session, one training session, meeting, webinar, or conference call for responding to high consequence pathogens such as Ebola and Zika by May 30, 2017.
 3. Develop and implement a public health message campaign for mosquito vector control to include processes and procedures for Zika by May 30, 2017.

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall:

1. By May 31, 2017 complete one training or meeting where response to a high consequence pathogen is discussed with target audience as evidenced by the following:
 - a. Meeting agenda indicating topic or disease that is covered.
 - b. Sign in sheet documenting attendance by target audience participants
 - c. Copies of any minutes, handouts or slides used in training or meeting.
2. By May 31, 2017 complete the implementation of at least one public messaging campaign plan for mosquito control as evidenced by:
 - a. Posters, public service advertisement scripts, print media ads, radio ad scripts, and/or social media posts
 - b. Reports generated regarding success or challenges of the campaign.
3. Complete and submit the following reports to PHP&R:
 - a. A copy of the Local Health Department's Concept of Operations plans for its local jurisdiction by May 30, 2017;
 - b. Monthly Expenditure Monitoring Reports (EMRs).
 - c. Mid-year activities and progress reports to the PHP&R NC Detect Database with the following schedule:

<u>Collection Period</u>	<u>Report Due</u>
August 1, 2016 – January 31, 2017	February 3, 2017
February 1 – May 31, 2017	June 30, 2017
4. Provide all plans and documents for review by PHP&R staff when requested. Plans and other documents must be consistent with state and federal requirements and must be specific to your local public health area.

V. Performance Monitoring and Quality Assurance:

PHP&R will provide technical support to the Local Health Department in preparedness planning, training, and exercising. Templates, best practices, and conferences will be provided on an ongoing basis.

PHP&R's Subrecipient Grants Monitor or PHP&R Program Manager's designee will review reports from PHP&R's NC Detect Database and may schedule and conduct on-site visits with the Local Health

Department to assess compliance with CDC grant and Agreement Addendum requirements, financials, and/or provide consultative assistance.

Inadequate performance on the part of the Local Health Department directly impacts the capacity of North Carolina's ability in overall preparedness. In the event that performance is deemed inadequate or non-compliant, PHP&R reserves the right to identify the county as "high risk," which may result in a reduction or suspension of funds.

While not necessarily an indicator of inadequate performance, a Local Health Department's inability to spend allocated funds will result in an assessment and potential recall of funds for re-allocation to other local health departments.

VI. Funding Guidelines or Restrictions:

1. Requirements for pass-through entities: In compliance with 2 *CFR* §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.

DPH-Aid-To-Counties

For Fiscal Year:16/17

Budgetary Estimate Number : 0

Activity 613	AA	1264 2680 M8	1264 2680 M8	Proposed Total	New Total
Service Period		08/01-05/31	07/01-05/31		
Payment Period		09/01-06/30	08/01-06/30		
01 Alamance	* 0	0	5,000	5,000	5,000
01 Albemarle	* 0	0	10,000	10,000	10,000
02 Alexander	* 0	0	5,000	5,000	5,000
04 Anson	* 0	0	5,000	5,000	5,000
D2 Appalachian	* 0	0	5,000	5,000	5,000
07 Beaufort		0	0	0	0
09 Bladen	* 0	0	5,000	5,000	5,000
10 Brunswick	* 0	0	20,000	20,000	20,000
11 Buncombe		0	0	0	0
12 Burke	* 0	0	5,000	5,000	5,000
13 Cabarrus	* 0	0	5,000	5,000	5,000
14 Caldwell	* 0	0	5,000	5,000	5,000
16 Carteret	* 0	0	5,000	5,000	5,000
17 Caswell	* 0	0	5,000	5,000	5,000
18 Catawba	* 0	0	5,000	5,000	5,000
19 Chatham	* 0	0	5,000	5,000	5,000
20 Cherokee	* 0	0	5,000	5,000	5,000
22 Clay	* 0	0	5,000	5,000	5,000
23 Cleveland	* 0	0	5,000	5,000	5,000
24 Columbus	* 0	0	5,000	5,000	5,000
25 Craven	* 0	0	5,000	5,000	5,000
26 Cumberland	* 0	0	10,000	10,000	10,000
28 Dare	* 0	0	5,000	5,000	5,000
29 Davidson	* 0	0	5,000	5,000	5,000
30 Davie	* 0	0	5,000	5,000	5,000
31 Duplin	* 0	0	5,000	5,000	5,000
32 Durham	* 0	0	5,000	5,000	5,000
33 Edgecombe	* 0	0	10,000	10,000	10,000
34 Forsyth	* 0	0	10,000	10,000	10,000
35 Franklin		0	0	0	0
36 Gaston	* 0	0	4,844	4,844	4,844
38 Graham	* 0	0	5,000	5,000	5,000
D3 Gran-Vance	* 0	0	5,000	5,000	5,000
40 Greene	* 0	0	5,000	5,000	5,000
41 Gullford	* 0	0	10,000	10,000	10,000
42 Halifax	* 0	0	5,000	5,000	5,000
43 Harnett	* 0	0	5,000	5,000	5,000
44 Haywood	* 0	0	10,000	10,000	10,000
45 Henderson		0	0	0	0
46 Hertford		0	0	0	0
47 Hoke	* 0	0	5,000	5,000	5,000
48 Hyde	* 0	0	5,000	5,000	5,000
49 Iredell		0	0	0	0
50 Jackson	* 0	0	5,000	5,000	5,000
51 Johnston	* 0	0	5,000	5,000	5,000
52 Jones	* 0	0	5,000	5,000	5,000

53 Lee	* 0	0	5,000	5,000	5,000
64 Lenoir	* 0	0	5,000	5,000	5,000
55 Lincoln	* 0	0	7,222	7,222	7,222
66 Macon	* 0	0	5,000	5,000	5,000
57 Madison	* 0	0	5,000	5,000	5,000
D4 M-T-W	* 0	0	5,000	5,000	5,000
60 Mecklenburg	* 0	0	10,000	10,000	10,000
62 Montgomery		0	0	0	0
63 Moore	* 0	0	5,000	5,000	5,000
64 Nash	* 0	0	10,000	10,000	10,000
65 New Hanover	* 0	0	10,000	10,000	10,000
66 Northampton	* 0	0	5,000	5,000	5,000
67 Onslow	* 0	0	10,000	10,000	10,000
68 Orange	* 0	0	5,000	5,000	5,000
69 Pamlico	* 0	0	5,000	5,000	5,000
71 Pender	* 0	0	5,000	5,000	5,000
73 Person	* 0	0	5,000	5,000	5,000
74 Pitt	* 0	0	10,000	10,000	10,000
76 Randolph	* 0	0	5,000	5,000	5,000
77 Richmond		0	0	0	0
78 Robeson	* 0	0	5,000	5,000	5,000
79 Rockingham	* 0	0	5,000	5,000	5,000
80 Rowan	* 0	0	5,000	5,000	5,000
D5 R-P-M	* 0	0	5,000	5,000	5,000
82 Sampson	* 0	0	5,000	5,000	5,000
83 Scotland	* 0	0	5,000	5,000	5,000
84 Stanly		0	0	0	0
85 Stokes	* 0	0	5,000	5,000	5,000
86 Surry		0	0	0	0
87 Swain	* 0	0	5,000	5,000	5,000
D6 Toe River	* 0	0	5,000	5,000	5,000
88 Transylvania	* 0	0	10,000	10,000	10,000
90 Union		0	0	0	0
92 Wake	* 0	0	10,000	10,000	10,000
93 Warren	* 0	0	5,000	5,000	5,000
96 Wayne	* 0	0	5,000	5,000	5,000
97 Wilkes	* 0	0	5,000	5,000	5,000
98 Wilson	* 0	0	5,000	5,000	5,000
99 Yadkin		0	0	0	0
Totals		0	447,066	447,066	447,066

Sign and Date - DPH Program Administrator <i>[Signature]</i> 5/6/16	Sign and Date - DPH Section Chief <i>[Signature]</i> 5/5/16
Sign and Date - DPH Contracts Office <i>[Signature]</i> 5-6-16	Sign and Date - DPH Budget Officer <i>[Signature]</i> 5/6/16

Agenda Item: V.C.
Meeting Date: 08/02/16

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Caroline Ly Xiong, Chief Finance Officer
DATE: July 22, 2016
SUBJECT: Contract Amendment Between Moore County and CIS (Communities In Schools) for FY2015-2016 JCPC grant
PRESENTER: Caroline Ly Xiong

REQUEST:

The Board of Commissioners to approve this contract amendment to reflect the additional \$3,000 that was awarded to Communities in Schools for Fiscal Year 2015-2016 discretionary funds from the North Carolina Department of Public Safety, Division of Juvenile Justice/Juvenile Crime Prevention Council. The new grant amount will be amended from the original amount of \$92,717 to \$95,717.

BACKGROUND:

Communities in Schools of Moore County provides services to two programs: The Moore Family Connections program is a structured 12 week parent and youth education program that utilizes the evidence-based Strengthening Families curriculum and the Mentoring program that provides one to one mentoring by matching a youth to an adult. The requested funding did allow this program to purchase a new copier/scanner/fax. On May 19th, 2016, the Board of Commissioners accepted the additional grant award of \$3,000.

FINANCIAL IMPACT:

The Budget Amendment was approved on May 19th, 2016, so the additional funding is reflected in the budget.

IMPLEMENTATION PLAN:

Upon the execution of this contract amendment, staff will disburse the additional funding of \$3,000 to CIS.

RECOMMENDATION SUMMARY:

The Board of Commissioners to approve this contract amendment to reflect the additional \$3,000 that was awarded to Communities in Schools for Fiscal Year 2015-2016 discretionary funds from the North Carolina Department of Public Safety, Division of Juvenile Justice/Juvenile Crime Prevention Council. The new grant amount will be amended from the original amount of \$92,717 to \$95,717.

ATTACHMENTS:

Contract Amendment

STATE OF NORTH CAROLINA

This Contract Amendment No. 1 (this "Amendment"), is made this 2nd day of August, 2016, between the County of Moore (the "Grantor") and Communities in Schools of Moore County (the "Grantee").

WITNESSETH

WHEREAS, the Grantor and Grantee previously entered into an agreement effective July 1, 2015, which was for the purposes of a grant in the amount of \$92,717 (the "Original Agreement"); and

WHEREAS, the State of North Carolina has appropriated an additional \$3,000 to be passed through the Grantor to the Grantee via the Original Agreement; and

WHEREAS, to account for the additional funds from the State, the Grantor and Grantee desire to amend the Original Agreement for Fiscal Year 2015-2016 to increase the grant amount from \$92,717 to \$95,717.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Section 1 of the Original Agreement will be amended to read:

The Grantor agrees, subject to the terms and conditions of this Agreement, to provide the Grantee the sum of \$95,717 (the "Grant Funds") to provide funding for the program as described in the Grantee's request for funding (hereinafter the "Grant Application"), which Application is hereby incorporated into this Agreement by reference and made an integral part hereof (the "Program").

2. Except as otherwise provided in this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

[Signatures on the following page.]

COUNTY OF MOORE

COMMUNITIES IN SCHOOLS OF
MOORE COUNTY

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: _____
Title: _____

ATTEST:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline L. Xiong, Chief Finance Officer
DATE: July 22, 2016
SUBJECT: New Courthouse Building Capital Project Ordinance
PRESENTER: Caroline L. Xiong

REQUEST:

Approve the project ordinance for the New Courthouse Building Capital Project.

BACKGROUND:

The County has transferred \$90,019 from the General Fund to Capital Reserve for Governmental Projects. \$90,019 will be transferred from the Capital Reserve for Governmental Projects into the New Courthouse Building Capital Project for Architect fees.

IMPLEMENTATION PLAN:

If approved, we will proceed with the above named capital project.

FINANCIAL IMPACT STATEMENT:

Total project ordinance budget is \$90,019. Funds will be transferred from the Capital Reserve for Governmental Projects.

RECOMMENDATION SUMMARY:

Make a motion to approve the project ordinance for the New Courthouse Building Capital Project for the total amount of \$90,019.

SUPPORTING ATTACHMENTS:

Capital Project Ordinance

County of Moore
New Courthouse Building
Capital Project Ordinance

BE IT ORDAINED by the Board of Commissioners, County of Moore, North Carolina, that pursuant to Section 13.2 of Chapter 159 of the North Carolina General Statutes, the following project ordinance is hereby adopted:

Section 1. The project authorized is the building of a new courthouse.

Section 2. The officers of this unit are hereby directed to proceed with the project within the term of the budget contained herein.

Section 3. The following amount is appropriated for the New Courthouse Building Capital Project:

	<i>Budget</i>
Architect	\$ 90,019
TOTAL	\$ 90,019

Section 4. The following revenue is anticipated to be available to complete the New Courthouse Building Capital Project:

	<i>Budget</i>
Transfer from Capital Reserve For Governmental Projects	\$ 90,019
Total	\$ 90,019

Section 5. The Finance Officer is hereby directed to maintain within the Project Fund sufficient specific detailed accounting records to satisfy the requirements of the funding agency, North Carolina General Statutes, federal regulations, and any other applicable laws.

Section 6. The Finance Officer is directed to report the financial status of the project, as requested by the Board of Commissioners.

Section 7. Funds may be advanced from the General Fund for the purpose of making payments as due.

Section 8. This Capital Project Ordinance shall be entered in the minutes by the Clerk to the Board of Commissioners and within five days after adoption of this Ordinance, copies shall be filed with the finance officer, and Clerk to the Board of Commissioners.

Adopted this 2nd day of August 2016.

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

Agenda Item: V.E.
Meeting Date: August 2, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Caroline Xiong, Chief Finance Officer
DATE: August 2, 2016
SUBJECT: NC Forest Service Contract for Fiscal Year 2016-2017
PRESENTER: Caroline Xiong, Chief Finance Officer

REQUEST:

Approve the attached contract with the NC Forest Service for fiscal year 2016-2017.

BACKGROUND:

The NC Forest Service is a division of the North Carolina Department of Agriculture and Consumer Services. By statute, the NC Forest Service is authorized to control forest fires, protect forests from pests and disease, and develop and improve forested areas. In order to receive these services, each county is required to “contribute at least 25% of the total cost of the forestry program” to operate in the county. (N.C. Gen. Stat. § 106-898).

In fiscal year 2015-2016, the total budget for the NC Forest Service to operate in Moore County was \$394,147. Moore County contributed \$157,659 towards that amount, which was 40% of the total budget. The State of North Carolina budgeted \$236,488, which was 60% of the total budget.

The NC Forest Service is requesting that the County agree to a continued budget of \$394,147 for fiscal year 2016-2017 and that the County again contribute \$157,659 to the budgeted amount.

IMPLEMENTATION PLAN:

None

FINANCIAL IMPACT STATEMENT:

\$157,659 for forestry services within the County of Moore.

RECOMMENDATION SUMMARY:

Make a motion to approve the attached agreement between the County of Moore and the State of North Carolina Department of Agriculture and Consumer Services and authorize the Chairman to sign the same.

SUPPORTING ATTACHMENTS:

1. Agreement for the Protection, Development, and Improvement of Forest Lands in Moore County, North Carolina



North Carolina Department of Agriculture
and Consumer Services
N.C. Forest Service



Steven W. Troxler
Commissioner

Scott Bissette
Assistant Commissioner

1163 N US 1 Hwy.
Rockingham, NC 28379
June 23, 2016

RECEIVED
JUN 27 2016

BY:.....

D-3 FC
Moore County

Mr. Wayne Vest
PO Box 905
Carthage, NC 28327

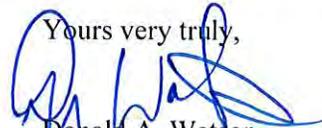
Dear Mr. Vest:

Reference is made to the Moore County Forestry budget for the fiscal year 2016-2017. The final budget is as follows:

Moore County share of budget at 40%	\$ 157,659 ✓
N.C. State share of budget at 60%	\$ 236,488
Total budget, 2015-2016	\$ 394,147

I am attaching hereto three copies of our contract which will contain the above budget figures. Please present this contract to the Chairman of the Moore County Board of Commissioners. All three copies of the contract are to be signed by the Chairman of the Moore County Board of Commissioners and by the County Finance Officer.

Please return these signed contracts to this office at your earliest convenience. We are enclosing a stamped, self-addressed envelope for this purpose. We will then execute them in the name of the North Carolina Department of Agriculture and Consumer Services and return one copy of the contract to you for your files.

Yours very truly,

Donald A. Watson
District Forester

DAW
Attachments
cc: Billie Lewis, Moore County Forest Ranger

FC-42
(2-90)

STATE OF NORTH CAROLINA
Department of
Agriculture and Consumer Services

\$394,147
Total Cooperative
Appropriation

\$236,488 60%
State

\$157,659 40%
County

AGREEMENT FOR THE PROTECTION, DEVELOPMENT, AND IMPROVEMENT
OF FOREST LANDS IN MOORE COUNTY, NORTH CAROLINA

THIS AGREEMENT, made under the authority of "An act to authorize Counties to cooperate with State in Forest Protection, Reforestation and promotion of Forest Management, "(Section 106-906 of the General Statutes of North Carolina), and also under authority of another Section of the General Statutes, namely Section 106-898, by the North Carolina Department of Agriculture and Consumer Services (hereinafter called the Department), party of the first part, and the Board of commissioners of MOORE County in the State of North Carolina (hereinafter called the Board), party of the second part, witnesseth:

That WHEREAS the said Board, recognizing the need for active forest protection, development, reforestation, management and improvement in MOORE County, has accepted the offer of the Department for cooperation in accomplishing this object:

Now, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the said parties contract and agree to maintain a legally appointed and equipped Forest Ranger organization in said county at the joint cost of the State and County, insofar as the joint funds will permit, as follows:

Part I. THE DEPARTMENT AGREES:

1. To select, employ and appoint, after consultation with the board, a County Forester or County Forest Ranger for the purposes of controlling forest fires in said County; for detecting and extinguishing fires hat break out; for investigating the origin of forest, woodland and field fires; for enforcing State forest fire laws; for taking such preventive measures, educational and otherwise, as shall seem necessary to prevent forest fires; for developing and improving the forests through reforestation, promotion and practice of Forest Management practices; and for protection from insects and diseases.

2. To furnish to each Forester or Forest Ranger so employed a badge of office, stationery, and report forms, instructional posters for use in the County, leaflets for distributing to landowners and others; to purchase necessary equipment, communication systems, and other Forestry improvements deemed necessary insofar as the joint funds will permit.

3. To pay the Forester or Forest Ranger for all official services rendered, at a fair rate of pay. Rates of pay are to be established by the Department in accordance with existing State salary schedules.

4. To direct, supervise, instruct, and inspect, through its agents, the work and conduct of the Forester or Forest Ranger, to discipline and, when necessary, discharge such Forester or Forest Ranger.

5. To submit to the Board of Commissioners monthly (or at other mutually satisfactory intervals) an itemized statement of all monies to be paid by the County and those paid by the Department for the proper conduct of the work within said County.

6. To make available annually from State, Federal, and other funds allotted to it, the sum of **Two hundred thirty-six thousand four hundred eighty eight** dollars (**\$236,488**) as its share of an annual budget of **\$394,148** for carrying on the work in said County.

Part II. THE BOARD AGREES:

1. To pay the Department **40%** of the total cost of the Forester or Forest Ranger salaries and expenses and of other proper expenditures made in connection with the over-all Forestry program in said County, upon receipt and consequent approval of the periodic statements submitted by the Department.

2. To appropriate annually the sum of **One hundred fifty seven thousand six hundred fifty nine** dollars (**\$157,659**), which sum shall be available for expenditure under the terms of this Agreement, and shall represent the County's share of the annual budget.

Part III. IT IS EXPRESSLY AGREED AND UNDERSTOOD BY BOTH PARTIES:

1. That this Agreement becomes effective **July 1, 2016**.

2. That the annual appropriations as set forth above may be revised by mutual agreement between the Department and the Board, based on the amount of annual appropriation desirable for the proper conduct of the Forestry work, such revision to become effective at the beginning of a given Fiscal Year. Any unused balance of County funds remaining at the end of a Fiscal Year shall revert to said County unless otherwise mutually agreed upon by both parties.

3. That the Board reimburse the Department as provided in Part II, Item 1, by forwarding a county voucher drawn in favor of the Department for the amount of the County's share of expenditures as set forth in the Department's periodic statement to the Board. That such payments be made by the Board within thirty days following receipt of the Department's billing.

4. The title to all improvements and equipment purchased and/or constructed in connection with this Agreement will rest with the Department; such materials or their equivalent will remain in the County as long as this Agreement is in effect, or as long as they are needed by The Department for the proper conduct of the work therein.

5. That the Forester or Forest Ranger periodically or at the request of the Board, shall present to the Board statements of the work being done within the County, so that said Board may be fully informed at all times regarding the Forestry finances and activities within the County.

IN WITNESS WHEREOF, the said parties do hereunto affix their names and seals upon the date herein below specified.

For the Board of County Commissioners of MOORE County.

Date _____ Chairman

Provisions for the payment of the monies to fall due under this Agreement have been made by appropriation duly made or by bonds or notes duly authorized, as required by the "County Fiscal Control Act."

Date _____ County Finance Officer

For the North Carolina Department of Agriculture and Consumer Services.

Date _____ Signature

N. David Smith, Chief Deputy Commissioner

Agenda Item: V. F .
Meeting Date: 8/2/2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Kevin Fleece, Captain, Moore County Sheriff's Office
DATE: July 21, 2016
SUBJECT: Approval of amendment to original Performance Automotive Group, Inc. Contract dated April 19, 2016.
PRESENTER: Kevin Fleece

REQUEST:

Approve amendment to original approved contract dated April 19, 2016 between County Of Moore and Performance Automotive Group, Inc.

BACKGROUND:

On April 19, 2016 the Board of Commissioners approved the contract to purchase five 2016 White Dodge Durango SSV with specifications on state bid contract from Performance Automotive Group, Inc. to be delivered on or before August 30, 2016. Dodge stopped production of the 2016 model and will start building the 2017 model Dodge Durango SSV this month. We are seeking approval of the amendment to receive five 2017 White Dodge Durango SSV with same specifications on state bid contract for the same price as earlier agreed upon of \$151,315. The delivery date will need to be extended due to the new production to October 31, 2016.

IMPLEMENTATION PLAN:

Approve the amendment to purchase the five 2017 White Durango SSV

FINANCIAL IMPACT STATEMENT:

There will be no cost difference to the County to receive the 2017 Durango SSV instead of the 2016 model. The original approved contract dated April 19, 2016 used funds that were available in the Vehicle Purchase account and those funds have been carried forward to fiscal year 2017.

RECOMMENDATION SUMMARY:

Make a motion to... Approve the amendment to the Performance Automotive Group, Inc. contract and authorize the Chairman to sign the amendment.

SUPPORTING ATTACHMENTS:

Amendment to original contract between the County and Performance Automotive Group, Inc.

This Contract Amendment No. 1 (this "Amendment"), is made this 2nd day of August, 2016, between the County of Moore (the "County") and Performance Automotive Group, Inc. (the "Seller").

WITNESSETH

WHEREAS, the County and Seller previously executed an agreement on April 19, 2016 (the "Original Agreement"), which was for purchase of five 2016 Dodge Durango Special Service Vehicles; and

WHEREAS, the Seller has informed the County that it can no longer acquire 2016 model vehicles and is willing to provide 2017 models no later than October 31, 2016, under the same terms and conditions; and

WHEREAS, the Seller has informed the County that the Trailer Tow Group IV option was included in the quoted priced, but was not included in the vehicle specifications within the purchase contract; and

WHEREAS, the County intended to acquire the Trailer Tow Group IV option on the vehicles; and

WHEREAS, the County and Contractor now desire to amend the Original Agreement to provide for 2017 model vehicles, which will be provided on or before October 31, 2016, and to include the towing option among the vehicle specifications.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. Within the Original Agreement and the attachments thereto, any reference to "2016 Dodge Durango" will be amended to read "2017 Dodge Durango."
2. The first sentence of Section 2 of the Original Agreement will be amended to read, "The Seller will deliver the Goods covered by this Contract to the County on or before October 31, 2016."
3. Subsection 22 will be added to Attachment 1, Section B, and will read, "Trailer Tow Group IV."
4. Except as otherwise provided in this Amendment, the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 1 to be executed by their duly authorized officers or agents. This Amendment is effective as of the date first written above.

COUNTY OF MOORE

PERFORMANCE AUTOMOTIVE
GROUP, INC.

Nick J. Picerno, Chairman
Moore County Board of County Commissioners

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

Agenda Item: V. G.
Meeting Date: August 2, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Kevin Fleece, Captain, Moore County Sheriff's Office
DATE: July 21, 2016
SUBJECT: Resolution to declare County owned property surplus and to convey said items to the Town of Southern Pines
PRESENTER: Frank Rodriguez, Chief Deputy

REQUEST:

We are respectfully requesting that the Board of Commissioners approve the attached Resolution conveying approximately several pieces of surplus law enforcement equipment to the Town of Southern Pines.

BACKGROUND:

The Sheriff's Office has surplus Ford Crown Victoria equipment consoles, lights and accessories that are specific to the Ford Crown Victoria. Ford has stopped manufacturing Crown Victoria police cars so we no longer have a need for this equipment. The Town of Southern Pines has requested that we donate to their police department two (2) Ford Crown Victoria equipment consoles, two (2) emergency bar lights, three (3) PA 300's with speakers, three (3) BR 960 light control boxes and one (1) light stick as described in Exhibit 1 of this resolution.

IMPLEMENTATION PLAN:

If approved, the Southern Pines Police Department will remove the described surplus equipment from the Sheriff's Office old Ford Crown Victoria cars at no cost to the County.

FINANCIAL IMPACT STATEMENT:

The County would save approximately \$200 by having the Southern Pines Police Department remove the equipment described in this resolution from the vehicles in order for the vehicles to be sold by the County. The value of the surplus property donated to the Town of Southern Pines would be less than \$500.00.

RECOMMENDATION SUMMARY:

The Sheriff's recommendation is for Board to approve this resolution and the donation of the equipment described in this resolution to the Town of Southern Pines.

The motion is for the Board of Commissioners to approve the Resolution declaring the County property described in Exhibit 1 as surplus property, the donation of this equipment to the Town of Southern Pines and to authorize the Chairman to sign this resolution.

SUPPORTING ATTACHMENTS:

Resolution with exhibit 1

RESOLUTION DECLARING CERTAIN COUNTY-OWNED PERSONAL PROPERTY AS SURPLUS AND CONVEYING SAID PROPERTY TO THE TOWN OF SOUTHERN PINES

WHEREAS, the County of Moore, on behalf of the Moore County Sheriff's Office, presently owns used vehicle consoles, light bars and accessories, which are surplus, as they are only compatible with Ford Crown Victoria patrol cars formerly used by the Sheriff's Office (the "Surplus Equipment"), a list of which is attached hereto as Exhibit 1 and incorporated by reference; and

WHEREAS, the County purchased new consoles, light bars and accessories for Dodge Chargers, which comprises the County's current fleet of Sheriff's Office patrol cars; and

WHEREAS, N.C.G.S. 153A-176 permits the County to "dispose of real or personal property belonging to it according to the procedures prescribed in Chapter 160A;" and

WHEREAS, N.C.G.S. 160A-274(b) permits the County to, "upon such terms and conditions as it deems wise, with or without consideration, exchange with, lease to, lease from, sell to, or purchase from any other governmental unit any interest in real or personal property;" and

WHEREAS, the Police Department of the Town of Southern Pines would like to acquire the Surplus Equipment, as they currently do not have enough to outfit their Ford Crown Victoria patrol cars.

THEREFORE, BE IT RESOLVED, that the Moore County Board of Commissioners declares the property described in Exhibit 1 as surplus.

FURTHER BE IT RESOLVED, that the Moore County Board of Commissioners authorizes the conveyance of the Surplus Equipment, as provided for in Exhibit 1, to the Town of Southern Pines, North Carolina.

Adopted this 2nd day of August, 2016.

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Attest:

Laura M. Williams
Clerk to the Board

List of Surplus Equipment

Quantity	Item
2	Ford Crown Victoria vehicle consoles in fair to poor condition
2	Ford Crown Victoria vehicle light bars in fair to poor condition
3	PA 300's with speakers
3	BR 960 light control boxes
1	Light Stick

Agenda Item: V.H.
Meeting Date: 2 August 16

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Moore County Health Department

DATE: July 18, 2016

SUBJECT: Moore County Contract for School Nurse Funding Initiative FY 17

PRESENTER: Robert R. Wittmann, MPH

REQUEST: The Moore County Board of Commissioners to approve and authorize the Chairman of the Moore County Commissioners to sign the attached School Nurse Funding Initiative Contract for FY 17 in the amount of \$50,000.

BACKGROUND: The attached contract is for \$50,000 thus requiring Board of Commissioner approval. The funding designated for the attached contract was approved by the Moore County Board of Commissioners at their April 19, 2016 meeting and is included in the FY 17 Health Department Budget under revenue as a grant. The attached contract has been reviewed and approved by the Moore County Attorney's Office and pre audited by Moore County Finance.

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Health Director will work with Moore County and Moore County Schools staff to take the necessary steps to implement the enclosed contract.

FINANCIAL IMPACT STATEMENT: There will be no additional local funds required.

RECOMMENDATION SUMMARY:

SUPPORTING ATTACHMENTS: The School Nurse Funding Initiative Contract for FY 17. Note, included in the contract as an attachment is the Division of Public Health Agreement Addendum with the County of Moore for FY 16-17.

STATE OF NORTH CAROLINA

COUNTY OF MOORE

**Contract for School Nursing Funds between the County of Moore and
Moore County Schools for the 2016 - 2017 School Year**

This Contract is entered into the 1st day of July between the County of Moore (the "County") and Moore County Schools ("MCS").

WITNESSETH:

WHEREAS, both the County and MCS mutually agree that the purpose of providing school nursing services is to promote the optimal health and well-being of all students in Moore County schools, and

WHEREAS, both the County and MCS mutually agree that the long-term purpose of these funds is to provide full-time nursing services to each school in the system, and

WHEREAS, both the County and the MCS mutually agree that the School Nurse Funding Initiative (SNFI) enacted by the General Assembly is a useful step toward the goal of having a nurse to student ratio that meets the nation and state recommendation of 1:750, and

WHEREAS, both the County and MCS mutually agree to continue providing school nursing services as specified in the annually developed "Memorandum of Agreement between the Moore County Health Department and the Moore County Schools,"

NOW, THEREFORE, in consideration of the premises and the following mutual covenants and conditions and any sums to be paid, the County and MCS agree as follows:

A. The County agrees:

1. To provide funds not to exceed \$50,000.00 to MCS for the purpose of supporting one 10-month nationally certified school nurse or registered nurse working toward certification who will provide school nursing services for MCS during the 2016-2017 school year.
2. That funds will be paid by the County to MCS within 30 days of receipt of each monthly invoice. Any adjustments to the invoice will be taken into account in the next succeeding invoice or as soon thereafter as reasonably practical.

B. MCS agrees:

1. To utilize the funds provided by the County for the purpose of supporting one 10-month nationally certified school nurse or registered nurse working toward certification who will provide school nursing services for MCS during the 2016-2017 school year.

2. That it assures that the funds provided by the County will not be used to supplant existing federal, State, or local funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses. Further, MCS assures that school nurses will be allowed to participate in required trainings.
3. To comply with and perform all requirements and obligations of the County and the Moore County Health Department as provided for in Attachment 1. Any information that is provided to the Division of Public Health will also be provided to the Director of the Moore County Health Department.
4. To provide a detailed budget to the Director of the Moore County Health Department by August 15, 2015, which will supply the relevant information as provided for in Attachment II, which is incorporated by reference.
5. That it will be solely responsible for any funds spent in excess of \$50,000.00 or for funds spent in such a manner as not to comply with the requirements provided for within the School Nurse Funding Initiative Agreement for Fiscal Year 2016-2017 between the County and the North Carolina Division of Public Health, which is attached to this Contract as Attachment 1 and incorporated by reference.
6. That the funds may only be used for personnel costs (salary and fringe); however, if funds are available after covering salary and fringe benefits for the position, then up to \$750.00 may be spent towards continuing education costs.
7. To submit monthly invoices to the Director of the Moore County Health Department that specifies personnel costs and other allowable costs.
8. To provide adequate space, computer equipment and supplies for the designated position through other funds at a level comparable to the support provided to all school nurses supported by MCS.
9. To inform the Director of the Moore County Health Department of the employment of the nurse, and in the event of termination, whether voluntary or involuntary, and the date of termination within 4 working days of such action.
10. To maintain documentation that the nurse employed under this contract is and remains current in his or her licensure as a Registered Nurse in good standing with the North Carolina Board of Nursing.
11. That the County is not responsible for the negligent acts of any MCS employee or agent that provides services under the terms of this Contract.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

[SIGNATURES ON THE FOLLOWING PAGE]

COUNTY OF MOORE

ATTEST:

Nick J. Picerno, Chairman
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE (COUNTY OF MOORE)

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

Finance Officer

MOORE COUNTY SCHOOLS

ATTEST:

By: _____
Title: _____

By: _____
Title: _____

PREAUDIT CERTIFICATE (MOORE COUNTY SCHOOLS)

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

Finance Officer

**DIVISION OF PUBLIC HEALTH AGREEMENT ADDENDUM
WITH THE COUNTY OF MOORE FOR FY 16-17
[SEE THE FOLLOWING 9 PAGES]**

Division of Public Health

Agreement Addendum

FY 16-17

Moore County Health Department
Local Health Department Legal Name

Women's & Children's / Children & Youth
DPH Section/Branch Name

803 School Nurse Funding Initiative
Activity Number and Description

Ann Nichols, 919-707-5667
 Ann.Nichols@dhhs.nc.gov
DPH Program Contact
 (name, telephone number with area code, and email)

06/01/2016 – 05/31/2017
Service Period

DPH Program Signature **Date**
 (only required for a negotiable agreement addendum)

07/01/2016 – 06/30/2017
Payment Period

- Original Agreement Addendum**
 Agreement Addendum Revision # _____ (Please do not put the Budgetary Estimate revision # here.)

I. Background:

The mission of the North Carolina Children and Youth Branch includes the development and promotion of programs and services that protect and enhance the health of children. According to the Centers for Disease Control and Prevention (CDC), the academic success of America's youth is strongly linked with their health. Health-related factors such as hunger, physical and emotional abuse, chronic illness, and deficits in vision and hearing can lead to poor school performance. Health-risk behaviors such as early sexual initiation, violence, and physical inactivity also are consistently linked to poor grades and test scores, and lower educational attainment. In turn, academic success is an excellent indicator for the overall well-being of youth and a primary predictor and determinant of adult health outcomes. Leading national education organizations recognize the close relationship between health and education, as well as the need to foster health and well-being within the educational environment for all students. Scientific reviews have documented that school health programs can have positive effects on educational outcomes, as well as health-risk behaviors and health outcomes.

School nurses play a critical role in promoting the health and safety of young people and helping them to establish lifelong healthy behaviors which can result in minimizing the effects of chronic health problems including obesity, diabetes and other chronic diseases that impact readiness to learn. School nurses are often the initial care providers for many student health issues. Access to school nursing services can be limited by the number of local school nurses serving the student population (school nurse to student ratio).

Health Director Signature	(use blue ink)	Date		
<table style="width: 100%; border: none;"> <tr> <td style="width: 35%; border: none;">Local Health Department to complete: (If follow-up information is needed by DPH)</td> <td style="width: 65%; border: none;"> LHD program contact name: _____ Phone number with area code: _____ Email address: _____ </td> </tr> </table>			Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____
Local Health Department to complete: (If follow-up information is needed by DPH)	LHD program contact name: _____ Phone number with area code: _____ Email address: _____			

Signature on this page signifies you have read and accepted all pages of this document.

The national and state recommended ratio of school nurses to general education students is 1:750. North Carolina public schools have 1,443,999 (Average Daily Membership data published by N.C. Public Schools) students and a 1:1,160 School Nurse to Student Ratio (2013-2014) overall.

II. Purpose:

The purpose of this Agreement Addendum is to improve the school nurse to student ratio in the school district in order to increase access to school nursing services and have a positive impact on improving children's health and their readiness to learn. Funds will be used to employ nationally certified school nurse(s), or registered nurse(s) working toward national certification, to work full time in local schools and enhance the local capacity to provide basic health services to students.

The long-term program outcome supported by this Agreement Addendum is:

For Moore County Health Department to decrease the nurse to student ratio from 1: 2,135 (at most) to 1:750 in order to have a positive impact on improving children's health and their readiness to learn.

The short-term and/or interim outcomes of this Agreement Addendum are:

1. Reduce the nurse to student ratio in Moore County Schools from 1:2,135 to 1:1,830.
2. Improve access to basic health services for 100% of students served.

III. Scope of Work and Deliverables:

The Local Health Department shall, for approximately 1,830 students:

1. Employ, or assure employment of, 1 nationally certified school nurse(s) or registered nurse(s) working toward national certification, to work full time.

School Nurse Assignment	# SNFI Nurses
Moore County Schools	1

2. Submit a written work plan for each school nurse, no later than one month from hire for new school nurses, or by a date set by the DPH Regional School Health Nurse Consultant (RSHNC) for returning nurses, using the May 2016 work plan template provided by the RSHNC.
 - A. The work plan shall address the delivery of basic health services, including activities, strategies and goals within, but not limited to, the following areas:
 - a. Preventing and responding to communicable disease outbreaks;
 - b. Developing and implementing plans for emergency medical assistance for students and staff;
 - c. Supervising specialized clinical services and associated health teaching for students with chronic conditions and other special health needs;
 - d. Administering, delegating where appropriate, and providing oversight and evaluation of medication administration and associated health teaching for other school staff who provide this service;
 - e. Providing or arranging for routine health assessments, such as vision, hearing, or dental screening, and follow-up of referrals; and
 - f. Assuring that federal and state mandated health related activities are completed, which includes but is not limited to: Kindergarten Health Assessments, Immunization Status Report, blood-borne pathogen control plan (OSHA) requirements, services under Section 504, Individuals with Disabilities Education Act, Healthy Active Children (GCS-S-000) requirements for School Health Advisory Councils, and other mandated laws, rules and regulations pertaining to school health.

AND, as required by HB 200 SL 2011-145 Section 10.22 (b), school nurses funded by School Nurse Funding Initiative (SNFI) do not assist in any instructional or administrative duties associated with a school's curriculum and do perform all of the following with respect to school health programs:

- g. Serve as coordinator of the health services program in their assigned schools and provide nursing care;
 - h. Provide health education to students, staff, and parents;
 - i. Identify health and safety concerns in the school environment and promote a nurturing school environment;
 - j. Support healthy food services programs;
 - k. Promote healthy physical education, sports policies, and practices;
 - l. Provide health counseling, assess mental health needs, provide interventions, and refer students to appropriate school staff or community agencies;
 - m. Promote community involvement in assuring a healthy school and serve as school liaison to a health advisory committee;
 - n. Provide health education and counseling and promote healthy activities and a healthy environment for school staff;
 - o. Be available to assist the county health department during a public health emergency.
- B. The work plan shall also outline the steps the nurse(s) will take toward completing degree and certification requirements, if not already certified, no later than three years from the date of employment as a school nurse in North Carolina.
3. Complete a mid-year review, via the template provided by the Regional School Health Nurse Consultant (RSHNC), and report progress toward achieving goals in the work plan. The review will be scheduled by January 31, 2017 (if hired at start of school year) or by a date to be determined with the RSHNC, if hired on a date different from the start of the school year.
 4. Submit an annual report, via the template provided, that addresses the overall progress toward meeting the work plan outcomes related, but not limited to, the health service areas listed above. Any information regarding strengths, challenges and the accomplishments of the position shall also be reviewed. The report form for the annual report of data will be provided to the Local Health Department and each SNFI nurse in the fall of each school year for planning purposes. The link to the online report will be provided by the RSHNC to each SNFI nurse at midyear and in the spring and is due from each individual SNFI nurse no later than a week after the end of the school year, prior to resignation if not working the full school year, or upon a date to be determined with the DPH RSHNC.

IV. Performance Measures/Reporting Requirements:

The Local Health Department shall:

1. Employ 1 nationally certified school nurse(s) or registered nurse(s) to work full time to serve approximately 1,830 students.
2. Prepare and submit to the RSHNC an annual written Work Plan to assure the provision of basic health services.
3. Submit to the RSHNC, within 30 days, a recruitment plan for any position that is vacant at the time this contract is executed.
4. Notify the RSHNC in the Division of Public Health within four working days after initial hire or replacement hire for this position, on a form that is supplied by the DPH Program Contact upon execution of the Agreement Addendum. This notification must include all items listed on the form, including information about nursing education and certification.
5. Notify the RSHNC within four working days in the event that the position becomes vacant, on a form supplied by the Division. The plan must include the procedure to recruit for this position.

6. Upon hiring, assure that the registered nurse hired into this position is duly registered by the North Carolina Board of Nursing and fully permitted to practice in the State of North Carolina.
7. Submit mid-year and annual reports as outlined above in Section III, by the due dates defined in Paragraphs 3 and 4 of Section III, on a form supplied by the Division.
8. Provide data to the Local Education Agency (LEA) for inclusion in the North Carolina Annual Survey of Public School Health Services. The data must be provided to the LEA in time for its submission of the report to the RSHNC prior to the conclusion of the academic year.
9. Assure that every newly hired School Nurse Funding Initiative school nurse will be provided with paid time and reimbursement of costs associated with attendance or participation in continuing education, at the same level of cost reimbursement provided to other professional school employees. Up to \$750 of SNFI funding may be budgeted for participation in professional development workshops or conferences. The school nurse(s) must participate in the School Nursing: Roles and Responsibilities Workshop series. This includes both the on-line orientation course at the start of employment and the didactic completion course later in the school year, unless previously attended within five years. If the nurse(s) has (have) previously attended that workshop, assure that the school nurse(s) will be allowed to participate in a School Nurse Certification review course, a Pediatric Physical Assessment for School Nurses Workshop, or the Annual School Nurse Conference.
10. Collaborate with the School Health Nurse Consultants on DPH initiatives in an effort to help implement these at the local level (e.g., school nurse care management, immunization initiatives).
11. Assure that school nurse(s) employed through this Agreement Addendum will be supported at the same level as other school nurse(s) in the LEA, including such things as providing adequate space, computer equipment, supplies, and in-district travel expenses.
12. For any school nurse who is not certified at the time of hire, submit a plan that would result in certification, including timelines for achieving education and certification goals. The plan should be submitted to the RSHNC within 30 days of hire. This plan must be updated at least twice annually until the nurse is certified.
13. Assure that the LEA/LHD Memorandum of Agreement that exists between all health districts and LEAs clearly addresses emergency/disaster preparedness and response, states that emergency/disaster service by SNFI nurses is an allowable use of their time, and states the manner in which SNFI nurses are to be made available to assist the local health department during a public health emergency. With regard to emergency/disaster preparedness and response the following should be addressed:
 - A. Areas of responsibility and oversight
 - B. Liability issues
 - C. Training for specific roles in emergencies
 - D. Periodic assessment and evaluation of emergency plans
 - E. School nurses' roles and responsibilities during emergency/disaster response
12. Assure that the priority of the allocation during a full year will support salary and fringe benefits for the school nurse(s). However, where the allocation exceeds the amount needed to fully fund the school nurse(s) salary and fringe benefits, lapsed salary and fringe benefits may be used to support training as described in Paragraph 9 above. **Note: No other expenditures are allowable using this allocation.**
13. Assure that if salaries and fringe benefits exceed the state allocation, local funds will be used. If more than one position is allocated, State funds provided for the positions can be combined. This will allow use of more than \$50,000 (annual allocation per position) for a position if education and experience qualifies one nurse for more than \$50,000 and another for less than \$50,000.

14. Provide accurate contact information and timely notification of changes in contact information of key contacts, including school nurse supervisor, SNFI school nurse, contract program administrator, and contract fiscal officer.
15. Provide immediate notification to the RSHNC should a change in local school nurse full time equivalencies or assignment be expected to reduce access by students to basic health services provided by the SNFI nurse.
16. If SNFI services are subcontracted, provide a copy of the subcontract and attachments to the DPH Program Contact upon execution.

V. Performance Monitoring and Quality Assurance:

1. **The Local Health Department shall adhere to the following service quality measures for this Agreement Addendum:**
 - A. Service is provided by a nationally certified school nurse(s). If the nurse(s) hired with these funds is (are) not nationally certified, service is provided by a registered nurse(s) working towards certification. This requirement shall be completed no later than the date of completion of three years of employment as a school nurse in North Carolina.
 - B. Services are provided in accordance with standards established by the North Carolina Nurse Practice Act and the North Carolina Board of Nursing. The North Carolina School Health Program Manual, latest edition, shall be consulted as a resource, as well as the Scope and Standards of School Nursing developed by American Nurses Association and National Association of School Nurses.
 - C. Services are provided in a culturally sensitive manner.
 - D. Services are provided with adherence to federal law in relation to privacy of student records, following both HIPAA (Health Insurance Portability and Accountability Act) and FERPA (Family Educational Rights and Privacy Act), as applicable. Where HIPAA and FERPA may appear to be in conflict, FERPA shall be followed in regards to records that become part of the student's educational record; US Department of Education and North Carolina Department of Public Instruction guidelines are a resource.
2. **This Agreement Addendum will be monitored according to the following plan:**
 - A. DPH Program Contact and program staff will review budgets and expenditures to assure that funds are spent according to the approved plan on a monthly basis.
 - B. Program staff and DPH Program Contact, with Regional School Health Nurse assistance, will monitor vacancies, recruitment, hiring, and certification status or progress towards certification.
 - C. Program staff will maintain regular contact (email, phone, and on-site) with the Local Health Department to review progress on contract deliverables.
 - D. Upon completion of the annual work plan the RSHNC will review assurance of deliverables as outlined in this Agreement Addendum. At mid-year, and more often if necessary, the RSHNC will review progress on Agreement Addendum deliverables and provide a sub-recipient monitoring report to the DPH Program Contact. The report will demonstrate assurance that program goals are being addressed and that all deliverables are on target to be met. If the report indicates failure to adhere to deliverables in this Agreement Addendum, the Local Health Department will work with the RSHNC and the DPH Program Contact to develop a corrective action plan. If the corrective action does not meet contract requirements, the Division may take action resulting in cessation of funding.

VI. Funding Guidelines or Restrictions: (if applicable)

1. Requirements for pass-through entities: In compliance with 2 CFR §200.331 – *Requirements for pass-through entities*, the Division provides Federal Award Reporting Supplements to the Local Health Department receiving federally funded Agreement Addenda.
 - a. Definition: A Supplement discloses the required elements of a single federal award. Supplements address elements of federal funding sources only; state funding elements will not be included in the Supplement. Agreement Addenda (AAs) funded by more than one federal award will receive a disclosure Supplement for each federal award.
 - b. Frequency: Supplements will be generated as the Division receives information for federal grants. Supplements will be issued to the Local Health Department throughout the state fiscal year. For federally funded AAs, Supplements will accompany the original AA. If AAs are revised and if the revision affects federal funds, the AA Revisions will include Supplements. Supplements can also be sent to the Local Health Department even if no change is needed to the AA. In those instances, the Supplements will be sent to provide newly received federal grant information for funds already allocated in the existing AA.
2. The Local Health Department shall use funds only for salary, fringe benefits and to support continuing education and required school nurse training.
3. The Local Health Department shall assure that these funds will not supplant existing funds supporting school nurse positions. Communities will maintain current level of effort and funding for school nurses.
4. If any SNFI nurse is directly hired by the Local Health Department for 12 months, funds in the amount of 1/12 of the annual allocation shall be drawn down each month to support the SNFI nurse salary, fringe benefits, and continuing education. If SNFI funds are subcontracted with other employers (such as LEA or hospital), the draw down may be no more than is billed monthly by the Local Health Department without prior approval of the DPH Program Contact.

DPH-Aid-To-Counties For Fiscal Year:16/17 Budgetary Estimate Number : 0

Activity 803	AA	1332 5358 00	1332 5358 AP	1332 5358 AP	1332 5358 AP	1332 5358 AV	Proposed Total	New Total
Service Period		06/01-05/31	06/01-05/31	10/01-05/31	02/01-05/31	06/01-05/31		
Payment Period		07/01-06/30	07/01-06/30	11/01-06/30	03/01-06/30	07/01-06/30		
01 Alamance	* 0	100,000	0	0	0	0	100,000	100,000
01 Albemarle	* 0	297,120	34,294	34,293	34,293	0	400,000	400,000
02 Alexander	* 0	150,000	0	0	0	0	150,000	150,000
04 Anson		0	0	0	0	0	0	0
02 Appalachian	* 0	250,000	0	0	0	0	250,000	250,000
07 Beaufort	* 0	250,000	0	0	0	0	250,000	250,000
09 Bladen	* 0	250,000	0	0	0	0	250,000	250,000
10 Brunswick	* 0	150,000	0	0	0	0	150,000	150,000
11 Buncombe	* 0	150,000	0	0	0	0	150,000	150,000
12 Burke	* 0	100,000	0	0	0	0	100,000	100,000
13 Cabarrus	* 0	50,000	0	0	0	0	50,000	50,000
14 Caldwell	* 0	100,000	0	0	0	0	100,000	100,000
16 Carteret	* 0	50,000	0	0	0	0	50,000	50,000
17 Caswell	* 0	200,000	0	0	0	0	200,000	200,000
18 Catawba	* 0	200,000	0	0	0	0	200,000	200,000
19 Chatham	* 0	100,000	0	0	0	0	100,000	100,000
20 Cherokee	* 0	100,000	0	0	0	0	100,000	100,000
22 Clay	* 0	50,000	0	0	0	0	50,000	50,000
23 Cleveland	* 0	200,000	0	0	0	0	200,000	200,000
24 Columbus	* 0	400,000	0	0	0	0	400,000	400,000
25 Craven		0	0	0	0	0	0	0
26 Cumberland	* 0	189,406	0	0	0	0	189,406	189,406
28 Dare		0	0	0	0	0	0	0
29 Davidson	* 0	400,000	0	0	0	0	400,000	400,000
30 Davie	* 0	50,000	0	0	0	0	50,000	50,000
31 Duplin		0	0	0	0	0	0	0
32 Durham	* 0	100,000	0	0	0	0	100,000	100,000
33 Edgecombe	* 0	250,000	0	0	0	0	250,000	250,000
34 Forsyth	* 0	100,000	0	0	0	0	100,000	100,000
35 Franklin	* 0	150,000	0	0	0	0	150,000	150,000
36 Gaston	* 0	100,000	0	0	0	0	100,000	100,000
38 Graham	* 0	50,000	0	0	0	0	50,000	50,000
D3 Gran-Vance	* 0	200,000	0	0	0	0	200,000	200,000
40 Greene		0	0	0	0	0	0	0
41 Gullford	* 0	100,000	0	0	0	0	100,000	100,000
42 Halifax	* 0	250,000	0	0	0	0	250,000	250,000
43 Harnett	* 0	150,000	0	0	0	0	150,000	150,000
44 Haywood	* 0	100,000	0	0	0	0	100,000	100,000
45 Henderson	* 0	100,000	0	0	0	0	100,000	100,000
46 Hertford	* 0	50,000	0	0	0	0	50,000	50,000
47 Hoke	* 0	150,000	0	0	0	0	150,000	150,000
48 Hyde		0	0	0	0	0	0	0
49 Iredell	* 0	100,000	0	0	0	0	100,000	100,000
50 Jackson	* 0	50,000	0	0	0	0	50,000	50,000
51 Johnston	* 0	100,000	0	0	0	0	100,000	100,000
52 Jones	* 0	50,000	0	0	0	0	50,000	50,000

53 Lee	* 0	150,000	0	0	0	0	150,000	150,000
54 Lenoir	* 0	150,000	0	0	0	0	150,000	150,000
55 Lincoln	* 0	150,000	0	0	0	0	150,000	150,000
56 Macon	* 0	150,000	0	0	0	0	150,000	150,000
57 Madison	* 0	150,000	0	0	0	0	150,000	150,000
D4 M-T-W	* 0	200,000	0	0	0	0	200,000	200,000
60 Mecklenburg	* 0	50,000	0	0	0	0	50,000	50,000
62 Montgomery	* 0	100,000	0	0	0	0	100,000	100,000
63 Moore	* 0	50,000	0	0	0	0	50,000	50,000
64 Nash	* 0	250,000	0	0	0	0	250,000	250,000
65 New Hanover		0	0	0	0	0	0	0
66 Northampton	* 0	150,000	0	0	0	0	150,000	150,000
67 Onslow	* 0	100,000	0	0	0	0	100,000	100,000
68 Orange		0	0	0	0	0	0	0
69 Pamlico		0	0	0	0	0	0	0
71 Pender	* 0	150,000	0	0	0	0	150,000	150,000
73 Person	* 0	150,000	0	0	0	0	150,000	150,000
74 Pitt	* 0	250,000	0	0	0	0	250,000	250,000
76 Randolph	* 0	250,000	0	0	0	0	250,000	250,000
77 Richmond	* 0	150,000	0	0	0	0	150,000	150,000
78 Robeson	* 0	250,000	0	0	0	0	250,000	250,000
79 Rockingham	* 0	200,000	0	0	0	0	200,000	200,000
80 Rowan	* 0	100,000	0	0	0	0	100,000	100,000
D5 R-P-M	* 0	550,000	0	0	0	0	550,000	550,000
82 Sampson	* 0	400,000	0	0	0	0	400,000	400,000
83 Scotland		0	0	0	0	0	0	0
84 Stanly	* 0	50,000	16,667	16,667	16,666	0	100,000	100,000
85 Stokes	* 0	150,000	0	0	0	0	150,000	150,000
86 Surry	* 0	250,000	0	0	0	0	250,000	250,000
87 Swain		0	0	0	0	0	0	0
D6 Top River	* 0	250,000	0	0	0	0	250,000	250,000
88 Transylvania	* 0	50,000	0	0	0	0	50,000	50,000
90 Union	* 0	50,000	0	0	0	0	50,000	50,000
92 Wake	* 0	50,000	0	0	0	0	50,000	50,000
93 Warren	* 0	150,000	0	0	0	0	150,000	150,000
96 Wayne	* 0	250,000	0	0	0	0	250,000	250,000
97 Wilkes	* 0	150,000	0	0	0	0	150,000	150,000
98 Wilson	* 0	150,000	0	0	0	0	150,000	150,000
99 Yadkin	* 0	50,000	0	0	0	0	50,000	50,000
Totals		11,636,526	50,961	50,960	50,959	0	11,789,406	11,789,406

Sign and Date - DPH Program Administrator <i>Carol Tant</i> 12/17/15	Sign and Date - DPH Section Chief <i>Kate Anderson</i> 12/15/15
Sign and Date - DPH Contracts Office <i>Michelle Hill</i> 12-16-15	Sign and Date - DPH Budget Officer <i>Priscilla</i> 1/4/16

1-4-16

FY17 Activity: 803 School Nurse Funding Initiative

Supplement reason: Reason in AA/AA Rev -OR- n/a

CFDA #: 93.994 Federal awd date: 10/22/15 Is award R&D? no FAIN: B04MC29320 Total amount of federal awd: \$ 3,395,280

CFDA name: Maternal and Child Health Services:	Fed award project description: Maternal and Child Health Services	Fed award indirect cost rate: n/a	%
	Fed awarding agency: DHHS, Health Resources and Services Administration		%

Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity	Subrecipient	Subrecipient DUNS	Fed funds for this Supplement	Total All fed funds for this Activity
Alamance	965194483	=	=	Jackson	019728518	=	=
Albemarle	130537822	58,786	58,786	Johnston	097599104	=	=
Alexander	030495105	=	=	Jones	095116935	=	=
Anson	847163029	=	=	Lee	067439703	=	=
Appalachian	780131541	=	=	Lenoir	042789748	=	=
Beaufort	091567776	=	=	Lincoln	086869336	=	=
Bladen	084171628	=	=	Macon	070626825	=	=
Brunswick	091571349	=	=	Madison	831052873	=	=
Buncombe	879203560	=	=	MTW	087204173	=	=
Burke	883321205	=	=	Mecklenburg	074498353	=	=
Cabarrus	143408289	=	=	Montgomery	025384603	=	=
Caldwell	832413673	=	=	Moore	050988146	=	=
Carteret	058735804	=	=	Nash	050425677	=	=
Caswell	077846053	=	=	New Hanover	040029563	=	=
Catawba	083677138	=	=	Northampton	097594477	=	=
Chatham	131356607	=	=	Onslow	172663270	=	=
Cherokee	130705072	=	=	Orange	139209659	=	=
Clay	145058231	=	=	Pamlico	097600456	=	=
Cleveland	879924850	=	=	Pender	100955413	=	=
Columbus	040040016	=	=	Person	091563718	=	=
Craven	091564294	=	=	Pitt	080889694	=	=
Cumberland	123914376	=	=	Randolph	027873132	=	=
Dare	082358631	=	=	Richmond	070621339	=	=
Davidson	077839744	=	=	Robeson	082367871	=	=
Davie	076526651	=	=	Rockingham	077847143	=	=
Duplin	095124798	=	=	Rowan	074494014	=	=
Durham	088564075	=	=	RPM	782359004	=	=
Edgecombe	093125375	=	=	Sampson	825573975	=	=
Forsyth	105316439	=	=	Scotland	091564146	=	=
Franklin	084168632	=	=	Stanly	131060829	28,570	28,570
Gaston	071062186	=	=	Stokes	085442705	=	=
Graham	020952383	=	=	Surry	077821858	=	=
Granville-Vance	063347626	=	=	Swain	146437553	=	=
Greene	091564591	=	=	Toe River	113345201	=	=
Gulford	071563613	=	=	Transylvania	030494215	=	=
Halifax	014305957	=	=	Union	079051637	=	=
Harnett	091565986	=	=	Wake	019625961	=	=
Haywood	070620232	=	=	Warren	030239953	=	=
Henderson	085021470	=	=	Wayne	040036170	=	=
Hertford	627320971	=	=	Wilkes	067439950	=	=
Hoke	091563643	=	=	Wilson	075585695	=	=
Hyde	832526243	=	=	Yadkin	089910624	=	=
Iredell	074504507	=	=				

SNFI Budget

I. Salaries

Position Title	Name	Annual Salary	Type Position	Amount Paid by MCS	Amount Paid by State Contract
School Nurse			10-Month		
Total Salary Paid by Contract					

The total of salary and fringe paid by this Contract may not exceed \$50,000.00.

II. Fringe

Position Title	Name	Type	Rate (%)	Amount Paid by MCS	Amount Paid by State Contract
School Nurse		Retirement			
		FICA			
		Medical			
		Other			
Total Fringe Paid by Contract					

Fringe amounts may change due to longevity or other factors that the employee may be eligible for during the school year. The total of salary and fringe paid by this Contract may not exceed \$50,000.00.

III. Other Allowable Costs

Travel				
In-State		Total Miles	Cost Per Mile	Total Cost
In-State Mileage				
		Number of Nights	Cost Per Night	Total Cost
In-State Lodging				
	# of Breakfasts	# of Lunches	# of Dinners	Total Cost
State funded Meals, In-State				
Conference Registration				

If no funds are available after covering salary and fringe benefits for the position, leave Other Allowable Costs at \$0.00. If funds are available, then Other Allowable Costs are limited to \$750.00. See the Scope of Work for Allowable Costs.

Agenda Item: V . I .
Meeting Date: 2 August 16

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Robert R. Wittmann, Health Director
and Secretary to the Board of Health

DATE: July 25, 2016

SUBJECT: Health Department Bad Debt Write-Off

PRESENTER: Robert R. Wittmann, Health Director

REQUEST: That the Moore County Board of Commissioners approves the Moore County Health Department's Bad Debt Write-Off for July 1, 2015 through June 30, 2016 in the amount of \$1,142.34; see attached Memorandum.

{What action are you asking for?}

BACKGROUND: Health Department Fee for Services Policy provides that an account is deemed uncollectible when there has been no activity on the account for more than twelve (12) months; and further provides that an itemized list of such uncollectible outstanding balances shall be created at the end of the fiscal year for the Health Director's review; and further provides that all outstanding balances of less than fifty dollars (\$50.00) may be written off with the approval of the Health Director, Board of Health, and County Commissioners.

{Research and justification of proposal and need; Alternatives evaluated; Legal Basis; Outcome – What will be achieved and how will it be measured?}

IMPLEMENTATION PLAN: Upon approval by the Moore County Board of Commissioners, the Moore County Health Department and Moore County Finance Office will write off the approved debt.

{How and when staff will undertake the action?}

FINANCIAL IMPACT STATEMENT: Since the debt is deemed uncollectible, there will be no additional financial impact.

{What is the cost? /Where is the money coming from? / Optional or mandated?}

RECOMMENDATION SUMMARY: Adopt a motion to approve the Bad Debt Write-Off in the amount of \$1,142.34 as recommended by the Moore County Board of Health.

SUPPORTING ATTACHMENTS: Bad Debt write-Off Memorandum dated 1 July 16 and The Moore County Board of Health Bad Debt Write-Off Motion dated July 12, 2016.

County of Moore
Department of Health
705 Pinchurst Avenue • P.O. Box 279
Carthage, North Carolina 28327

Robert R. Wittmann, M.P.H.
Director



Telephone: 910-947-3300
Fax: 910-947-1663

MEMORANDUM

To: Robert Wittmann, Health Dept. Director

From: Jeanie Garcia, Billing Department

Date: 1-Jul-16

Re: Bad Debt Write –Off (Accounts with no activity for a period of one year with a balance of \$50.00 or less)

Below is a listing of programs with no activity from July 1, 2015 thru June 30, 2016.

<u>Total Amount Per Program</u>	<u>Write - Off</u>
1) Adult Health	\$ 24.00
2) Child Health	\$ -
3) Family Planning	\$ 997.36
4) Immunization	\$ 30.00
5) Maternity	\$ 49.80
6) Other Services	\$ 23.00
7) TB	\$ 18.18
Grand Total =	\$ 1,142.34

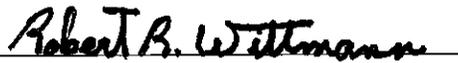
Total amount requested to be written off as Bad Debt for the Moore County Health Department July 1, 2015 thru June 30, 2016 is \$1,142.34. Bad Dept in excess of \$50.00 is submitted quarterly to the state for the Debt Set-Off Program.

**Moore County Board of Health Meeting
July 12, 2016**

Motion

Michele Keel made a motion to approve the Moore County Health Department's FY 2016 Bad Debt Write Off, as presented, in the amount of \$1,142.34. The motion was seconded by Max Muse. All members were in favor and the motion carried.

Adopted this 12th day of July 2016.


**Robert R. Wittmann, M.P.H.
Director and Secretary to the Board**

Agenda Item: V.J.
Meeting Date: 08/02/16

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director
DATE: July 26, 2016
SUBJECT: Well 24 Rehabilitation Project
PRESENTER: Randy G. Gould, PE

REQUEST:

Reject all bids for the Well 24 Rehabilitation Project

BACKGROUND:

Bids were received for the Well 24 Rehabilitation Project on May 17, 2016. Two (2) bids were received with A.C. Schultes of Carolina Inc. being the low bidder at \$96,625.00. The project included the construction of chemical storage and feed systems needed to produce potable water. The well house was oversized to accommodate these chemical systems. The well yield was determined to be 55 GPM (gallons per minute).

Since the well had been stagnant for some time, a drawdown test was performed. All water quality parameters met drinking water standards after 24 hours of pumping, but a hint of odor was detected. As a precautionary measure we recommend blending the Well 24 water with the water from the nearby Wells 23 and 11, whose yields are 75 GPM and 100 GPM respectively. The well house at Well 24 will be reduced in size and the project rebid.

IMPLEMENTATION PLAN:

Redesign the project to remove the chemical facilities and reduce the size of the well house accordingly.

FINANCIAL IMPACT STATEMENT:

Future bid results will be brought to the Board for award and approval.

RECOMMENDATION SUMMARY:

Make a motion to reject all bids for the Well 24 Rehabilitation Project.

SUPPORTING ATTACHMENTS:

Bid Tabulation Sheet

**PINEHURST WELL #24 REHABILITATION
INFORMAL BID 2016-07
BID TABULATION
BID OPENING MAY 17, 2016**

VENDOR	TOTAL PRICE
A.C. Schultes of Carolina Inc.	\$96,625.00
Mizelle Construction Services Inc.	\$144,900.00

MEMORANDUM TO THE BOARD OF COMMISSIONERS

FROM: Debra Ensminger
Planning & Transportation Director

DATE: July 8, 2016

SUBJECT: Call to Public Hearing for a Conditional Use Permit Request:
Solar Collector Facility (“HCE Moore II” – Stage Road)

PRESENTER: Debra Ensminger

REQUEST

This is a request to call for a public hearing on August 16, 2016 at 5:30pm for the following request: HCE Moore II, LLC is requesting a Conditional Use Permit to construct a commercial Solar Collector Facility on ParID 00005347 located at 415 Stage Road.

BACKGROUND

- Planning staff contacted the Town of Carthage due to the close proximity of the property to the Town’s extra-territorial jurisdiction (ETJ). The Town Clerk, Karen O’Hara stated the Town has no concerns regarding the request.
- Current land use – There is currently one vacant stick built dwelling and two large metal storage containers within the project area (all 3 buildings will be removed as illustrated on the site plan). The use outside of the project area is agriculture (crops).
- Adjacent land uses – Include single family homes and agriculture (crops).

IMPLEMENTATION PLAN

Call for a public hearing on August 16, 2016 at 5:30pm.

FINANCIAL IMPACT STATEMENT

No financial impact to the County’s FY 2015-2016 budget.

PLANNING BOARD RECOMMENDATION

The Planning Board met on June 2, 2016 and recommended denial on a 4-2 vote.

RECOMMENDATION SUMMARY

Make a motion to call for a public hearing on August 16, 2016 at 5:30pm for the following request: HCE Moore II, LLC is requesting a Conditional Use Permit to construct a commercial Solar Collector Facility on ParID 00005347 located at 415 Stage Road.

SUPPORTING ATTACHMENTS

- Submitted Site Plan

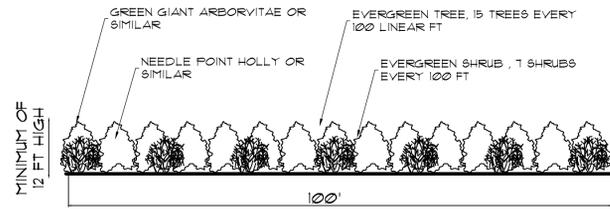
“HCE Moore II” – Call To – Conditional Use Permit – Staff Report

4.996 MWac PV SYSTEM:

Number of Modules: 22,534
 Peak Power: 6,985,540 Wp DC
 Number of Inverters: 3 SMA SC1850
 Parcel Total Area: TBD acres
 Intended PV Leased Area: 27.5 acres

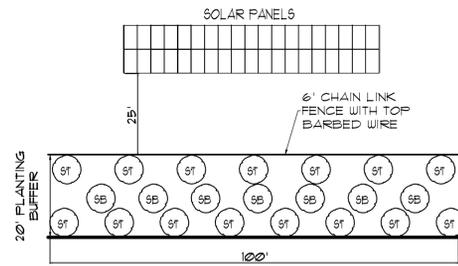
PROJECT OWNER:
 HCE Moore II, LLC
 4150 St Johns Pkwy, Ste 1000
 Sanford, FL 32771

SITE LOCATION:
 (35°20'N, 79°22'W)



PLANTING LAYOUT TYPE 3, Front view
 (Natural landscaping will be enhanced as necessary to ensure it meets Type 3 requirements)

SCALE 1/200'

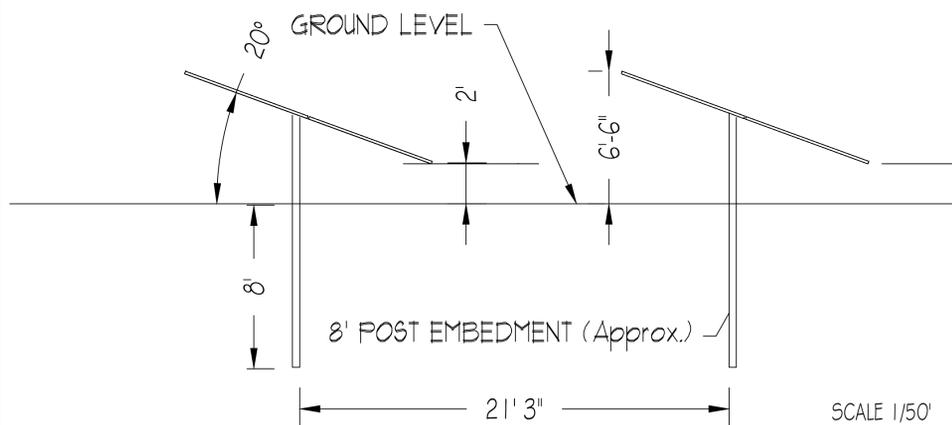


TYPICAL LANDSCAPE PLAN TYPE 3

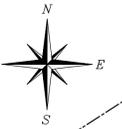
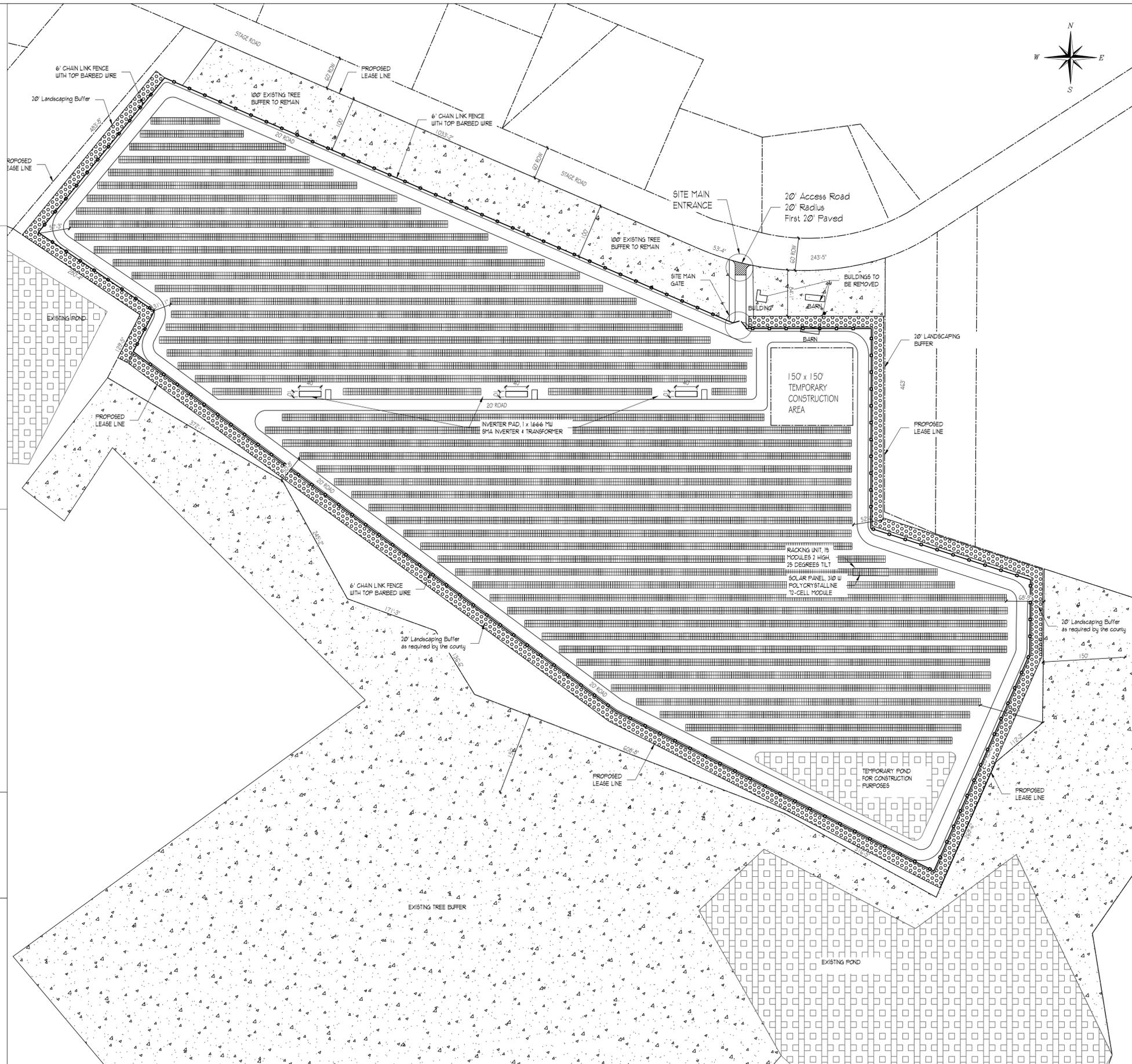
- 15 evergreen trees and 1 evergreen shrub per 100 linear feet 20 feet wide. Trees to reach out a minimum height of twelve (12) feet in three (3) years. Shrubs to grow to a height of two (2) feet in two (2) years. Setbacks from property line to the fence will be covered with existing vegetation to be used as existing landscape buffer.
- Evergreen Tree: Green Giant Arborvitae or similar.
- Evergreen Bush: Needle Point Holly or similar.
- Natural landscaping will be enhanced as necessary to ensure it meets type 3 requirements

PLANTING LAYOUT, Top view

SCALE 1/250'



SCALE 1/50'



NOTE

SITE DEVELOPMENT DRAWING
 PRELIMINARY, NOT FOR CONSTRUCTION
 SHEET SIZE AT FULL SCALE: 24" x 36"

REV.	DATE	REVISION DESCRIPTION	DRW	CHK	APP	REV.	DATE	REVISION DESCRIPTION
00	2016/03	INTERCONNECTION REQUEST	JL	JL	DC			
01	2016/03/11	INTEGRATE SURVEY	ML	DC	DC			
02	2016/03/25	ADD TEMP. CONSTRUCTION ZONES/LANDSCAPING	ML	DC	DC			
03	2016/05/01	SITE PLAN MODIFICATIONS	JL	JL	DC			

DRW	CHK	APP	REV.	DATE	REVISION DESCRIPTION

LEGAL ADVISORY

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN ARE THE PROPERTY OF ESA MANAGEMENT SERVICES, PLLC AS PART OF THE INSTRUMENTS OF PROFESSIONAL SERVICE AND CANNOT BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION FROM ESA MANAGEMENT SERVICES, PLLC. IT IS UNLAWFUL FOR ANY PERSON TO ALTER ANY CONTENTS OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSEE PROFESSIONAL, EXPLICITLY IN WRITING.



ESA MANAGEMENT SERVICES, PLLC
 4150 St. Johns Parkway, Suite 1000
 Sanford, FL 32771 USA
 407.268.6455 tel | 800.755.0801 fax
 Lic: NC# P-1522

REVISION	DRW	CHECKED	APPROVED
03	JL	JL	DC

ENGINEER: DAVID K CLICK
 NC LIC#: 041811

PROJECT NAME:
 HCE Moore II, LLC
 ADDRESS:
 415 Stage Rd, Carthage, NC 28321

SHEET TITLE
 SITE PLAN

SCALE 1"=90'
 FORMAT 24" x 36"
 DRAWING N°
 G202
 DATE 2016/05/02

Agenda Item: VIII . A.
Meeting Date: August 2, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Major J. A. Conway

DATE: July 25, 2016

**SUBJECT: Medical Care Services – Detention Center Amended Contract with
Southern Health Partners for FY 2016**

PRESENTER: Andy Conway

REQUEST:

It is requested that the Board review and approve the proposed amendment to the Southern Health Partners contract for providing medical care services to inmates at the Detention Center for FY2016.

BACKGROUND:

The County and Contractor previously amended the Original Agreement with Contract Amendment No. 5, dated May 19, 2016, which was for the purposes of increasing the amount not to exceed from \$201,543.32 to \$222,087.22.

Our original cost pool sum of \$55,000 had already been exhausted, which was the purpose of Amendment #5. This allowed us to pay our medical bills incurred by inmates in our custody through the month of April 2016.

IMPLEMENTATION PLAN:

Upon approval of this amendment to the contract, Southern Health Partners will be reimbursed for cost pool overages as medical care services have already been provided to inmates during the months of May and June 2016, at the Detention Center.

FINANCIAL IMPACT STATEMENT:

Having already exceeded the cost pool for the current fiscal year, we have been billed for medical services rendered for May and June 2016 in the amount of \$7,127.43.

The proposed increase of FY 2016 budget would increase the current not exceed amount to \$229,214.65. We have sufficient funds in our budget for this increase.

RECOMMENDATION SUMMARY:

It is the Sheriff's recommendation that the contract be amended to increase the not to exceed amount from \$222,087.22 to \$229,214.65.

MOTION

I motion to approve the proposed amendment to the contract with Southern Health Partners for FY2016 for providing medical services to inmates at the Detention Center.

SUPPORTING ATTACHMENTS:

1. Copy of proposed Amendment #6

COUNTY OF MOORE

This Contract Amendment No. 6 (this "Amendment") is entered into the 2nd day of August, 2016, between the County of Moore (the "County") and Southern Health Partners, Inc., an entity incorporated under the laws of the State of Delaware (the "Contractor").

WHEREAS, the County and Contractor previously entered into an agreement dated July 1, 2010, which was for the purposes of providing medical care to the inmates of the Moore County Detention Center (the "Original Agreement"); and

WHEREAS, the County and Contractor previously amended the Original Agreement with Contract Amendment No. 1, dated June 7, 2011, which was for the purposes of increasing the amount not to exceed from \$177,072.60 to \$180,614.04; and

WHEREAS, the County and Contractor previously amended the Original Agreement with Contract Amendment No. 2, dated June 19, 2012, which was for the purposes on increasing the amount not to exceed from \$180,614.04 to \$182,420.16 for Fiscal Year 2012-2013; and

WHEREAS, the County and Contractor previously amended the Original Agreement with Contract Amendment No. 3, dated August 6, 2013, which was for the purposes of increasing the amount not to exceed from \$180,614.04 to \$182,420.16 for Fiscal Year 2013-2014; and

WHEREAS, the County and Contractor previously amended the Original Agreement with Contract Amendment No. 4, dated August 5, 2014, which was for the purposes of increasing the amount not to exceed from \$182,420.16 to \$201,543.32 for Fiscal Year 2014-2015; and

WHEREAS, the County and Contractor previously amended the Original Agreement with Contract Amendment No. 5, dated May 19, 2016, which was for the purposes of increasing the amount not to exceed from \$201,543.32 to \$222,087.22 for Fiscal Year 2015-2016; and

WHEREAS, the parties now desire to increase the amount not to exceed from \$222,087.22 to \$229,214.65, which is due to increased expenditures in excess of the cost pool resulting from medical services provided to inmates of the Moore County Detention Center during the 2015-2016 Fiscal Year.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first sentence of Paragraph 3 of the Original Agreement will be amended to read, "The Contractor shall receive from County a sum not to exceed \$229,214.65 as full compensation for the provision of services."

2. All other terms and conditions of the Original Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Amendment to be executed by their duly authorized officers or agents as of the date first written above.

COUNTY OF MOORE

CONTRACTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: _____
Title: _____

ATTEST:

ATTEST:

Laura M. Williams
Clerk to the Board

By: _____
Title: _____

PREAUDIT CERTIFICATE

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

Finance Officer

Agenda Item: VIII.B.
Meeting Date: August 2, 2016

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Major J. A. Conway

DATE: July 25, 2016

SUBJECT: Contract Amendment for Inmate Food Services

PRESENTER: Major J. A. Conway

REQUEST:

We are requesting that the Board of Commissioners approve an Amendment to the contract with Aramark Correctional Services allowing for an increase in the amount not to exceed from \$240,000.00 to \$249,849.23, an increase of \$9,849.23.

BACKGROUND:

Moore County entered into an amended contract with Aramark Correctional Services for inmate meals with the amount not to exceed \$240,000.00 in July, 2015. During FY2016, our average daily population increased to 152 inmates. This increase in inmate population resulted in an increase in the number of meals served to the inmates.

IMPLEMENTATION PLAN:

If approved, Aramark Correctional Services will be paid the additional amount of the amended contract from the Sheriff's Office FY2016 Budget.

FINANCIAL IMPACT STATEMENT:

Sufficient funds were previously budgeted in anticipation of this increase.

RECOMMENDATION SUMMARY:

Sheriff Godfrey is recommending that the Board approve this amended contract with Aramark Correctional Services, LLC.

MOTION:

I motion to amend the food services contract with Aramark Correctional Services, LLC increasing the amount not to exceed to \$249,849.23 and to authorize the chairman to sign the amended contract.

SUPPORTING ATTACHMENTS:

1. Copy of the Amended Contract
2. Invoice

COUNTY OF MOORE

CONTRACT AMENDMENT NO. 6

STATE OF NORTH CAROLINA

This Contract Amendment No. 6 (this "Amendment"), is made this 2nd day of August, 2016, between the County of Moore (the "County") and Aramark Correctional Services, LLC ("Aramark").

WITNESSETH

WHEREAS, the County and Aramark executed an Operating Agreement, dated June 19, 2012, which was for the management of the food service operation of the Moore County Sheriff's Office Detention Center; and

WHEREAS, the parties amended the Operating Agreement by Amendment No. 1, dated August 6, 2013, which was for the purpose of amending the price per meal; and

WHEREAS, the parties amended the Operating Agreement by Amendment No. 2, dated July 15, 2014, which was for the purpose of amending the price per meal and increasing the amount not to exceed from \$224,000.00 to \$230,000.00; and

WHEREAS, the parties amended the Operating Agreement by Amendment No. 3, dated June 16, 2015, which was for the purposes of increasing the price per meal due to an increase in food commodities and to increase the amount not to exceed from \$230,000.00 to \$240,000.00 for Fiscal Year 2015-2016; and

WHEREAS, the parties amended the Operating Agreement by Amendment No. 4, dated June 21, 2015, which was for the purposes of increasing the amount not to exceed for Fiscal Year 2014-2015 from \$230,000.00 to \$233,900.67, due to an increased number of meals served which resulting from an increased jail population; and

WHEREAS, the parties amended the Operating Agreement by Amendment No. 5, dated July 19, 2016, which was for the purposes of increasing the amount not to exceed for Fiscal Year 2016-2017 from \$240,000 to \$269,000 and amending the price per meal charged as the result of changes in the Consumer Price Index; and

WHEREAS, the parties now desire to amend the Operating Agreement for Fiscal Year 2015-2016 to increase the amount not to exceed from \$240,000 to \$249,849.23, due to an increased number of meals served.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements made herein, the parties agree as follows:

1. The first paragraph of Section 3B will be amended to read

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2013. Aramark shall receive from County a sum not to exceed \$224,000.00 as full compensation for the provision of services during the County's Fiscal Year 2012-2013. Aramark shall receive from County a sum not to exceed \$233,900.67 as full compensation for the provision of services

during the County's Fiscal Year 2014-2015. Aramark shall receive from County a sum not to exceed \$249,849.23 as full compensation for the provision of services during the County's Fiscal Year 2015-2016. Aramark shall receive from County a sum not to exceed \$269,000.00 beginning with the County's Fiscal Year 2016-2017. County agrees to pay at the rates specified for services, satisfactorily performed, in accordance with this contract. Notwithstanding the foregoing, in the event the services provided hereunder are expected to exceed the sum not to exceed during any applicable fiscal year, the County and Aramark shall agree as to the amount of additional funds that may be needed to enable continued performance of this Agreement and shall document such agreement allocation in an amendment hereto that shall be presented to the County's Board for approval. In the event that additional funds are not made available for the purposes of this Agreement, Aramark shall not be obligated to continue to provide services hereunder.

2. Except as otherwise provided in this Amendment, the Operating Agreement will remain in full force and effect.

The parties have expressed their agreement to these terms by causing this Contract Amendment No. 4 to be executed by their duly authorized officers or agents. This agreement is effective as of the date first written above.

COUNTY OF MOORE

ARAMARK

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: _____
Title: _____

ATTEST:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

INVOICE
Correctional Services

Terms: Due Upon Presentation

Make checks payable to: "Aramark Corporation

MAIL ALL REMITTANCES TO

ARAMARK Dallas Lockbox

P.O. Box 978839

Dallas, TX 75397-8839

TO:
Moore County Detention
105 Dowd Street
Carthage, NC 28327

IMPORTANT

Include INVOICE NUMBER and REMITTANCE COPY

Attention Major. J. A. Conway

Invoice Number:	6607-000048
Invoice Date:	7/4/2016
Amount Due:	\$26,919.26

For additional information on this Invoice, please call

Pamela Rose 919-718-4569

Sale Date	Description		Amount
7/4/2016	INMATE MEALS	16252 Meals	\$23,150.90
7/4/2016	STAFF MEALS	902 Meals	\$1,554.15
7/4/2016	JUVENILE MEALS	288 Meals	\$512.06
	Additional Sales		

PRINTED INVOICE

Sub Total	\$25,217.11
Sales Tax	\$1,702.15

Tax Exemption Number:
Payment made by ___ Cash

Certificate on file
Deposit Date _____

Total Amount Due **\$26,919.26**

___ Check
Amount of Check _____

Check No. _____ Check Date _____
Number of Invoice(s) Paid _____

Authorized ARAMARK Signature Pamela J. Rose

other Signature _____

Agenda Item: VIII.C.
Meeting Date: 8/2/16

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Public Works / Solid Waste
DATE: 7/22/16
SUBJECT: Service Contract for Recycling Services
PRESENTER: Chad Beane – Solid Waste & Recycling Division Mgr.

REQUEST: Service Contract for recycling services from North Davidson Garbage Service, Inc. (NDGS) for FY 2016-17 with an amount not to exceed \$65,000.

BACKGROUND: Moore County has been sending its recyclable material to North Davidson Garbage Service, Inc. for a few years now. Currently, Moore County collects and transports all of the recycling material that is brought into its seven collection sites to the Moore County Landfill transfer station. Once it's received at the transfer station, it is loaded into NDGS transfer trailers and hauled to their material recovery facility (MRF) for processing.

IMPLEMENTATION PLAN:

Approve the service contract with North Davidson Garbage Services, Inc. and approve the Chairman to sign all necessary documents. This contract is in contrast from previous years contracts and there is a charge to accept recycling from the North Davidson Garbage Service, Inc. The recycling market has digressed and has resulted in the need to charge for recycling.

FINANCIAL IMPACT STATEMENT: Funding for the Recycling Services is included in the Contract Services line item in the FY 2016-17 Budget.

RECOMMENDATION SUMMARY:

Make a motion to approve the service contract with North Davidson Garbage Services, Inc. and authorize the Chairman to sign all necessary documents.

SUPPORTING ATTACHMENTS:

Contract

COUNTY OF MOORE

This Contract is entered into the 21st day of June, 2016, between the County of Moore, a political subdivision of the State of North Carolina (the "County"), and North Davidson Garbage Service, Inc., an entity incorporated in the State of North Carolina (the "Contractor").

1. Services to be Provided and Agreed Charges

The Contractor agrees to provide services and materials (collectively referred to as "Services") contained in this Contract pursuant to the provisions and specifications identified in Attachment 1, which is incorporated by reference in this Contract. Pursuant to Section 3 of this Contract, the County agrees to pay for Services contained in Attachment 1.

2. Term of Contract

The term of this Contract is from July 1, 2016, through June 30, 2017. Unless terminated pursuant to Section 12, this Contract will be automatically renewed for additional one (1) year periods, based on the County's fiscal year (July 1 – June 30), starting July 1, 2017, not to exceed a total of four (4) renewals.

This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days notice if such funds become unavailable.

3. Payment to Contractor

During the initial term of this Contract and during each subsequent renewal, the Contractor will receive from the County an amount not to exceed \$65,000.00 as full compensation for the provision of Services as provided herein. The County agrees to pay at the rates specified for Services, satisfactorily performed or provided, in accordance with this Contract. Unless otherwise specified, the Contractor will submit an itemized invoice to the County by the end of the month during which Services are performed or provided. Payment will be processed promptly upon receipt and approval of the invoice by the County.

4. Independent Contractor

The County and Contractor agree that the Contractor is an independent contractor and will not represent itself as an agent or employee of the County for any purpose in the performance of the Contractor's duties under this Contract. Accordingly, the Contractor will be responsible for payment of all federal, state and local taxes as well as business license fees arising out of the Contractor's activities in accordance with this Contract. For purposes of this Contract taxes will include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

The Contractor, as an independent contractor, will perform all services in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. Insurance

The Contractor will maintain Workers' Compensation Insurance for all of the Contractor's employees. The Workers' Compensation Insurance will be in the amounts prescribed by the laws of the State of North Carolina.

The Contractor will maintain, at its expense, the following minimum insurance coverage:

Bodily Injury	\$1,000,000.00 per occurrence
Property Damage	\$100,000.00 per occurrence
Bodily Injury/Property Damage	\$1,000,000.00 combined single limit per occurrence

Professional liability insurance will be required whenever the Contractor is required to be certified, licensed, or registered by a regulatory entity or where the Contractor's error in judgment, planning, design, or etc. could result in economic loss to the County. If professional liability insurance is required, the coverage must provide for no less than \$1,000,000.00 combined single limit per occurrence.

The Contractor agrees to furnish the County proof of compliance with the insurance coverage requirements of this Contract upon request. The Contractor, upon request by the County, will furnish a certificate of insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the County, verifying the existence of the insurance coverage required by the County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

6. Indemnification

To the fullest extent permitted by law, the Contractor will indemnify and hold harmless the County, its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or arbitration) arising out of or resulting from the performance of this Contract or the actions of the Contractor, its officials, employees, or contractors under this Contract or under the contracts entered into by the Contractor in connection with this Contract. This indemnification will survive the termination of this Contract.

7. Health and Safety

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.

8. E-Verify

Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.

9. Iran Divestment Act Certification

Seller certifies that: (i) Seller is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the “Final Divestment List”), and (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer’s website at the address www.nctreasurer.com/Iran and should be updated every 180 days.

10. Non-Discrimination in Employment

The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, or disability. In the event the Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part, by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.

11. Governing Law

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

12. Termination of Agreement

This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period will begin upon receipt of the notice of termination. Such a termination does not bar either party from pursuing a claim for damages for breach of the Contract.

This Contract may be terminated, for cause, by the non-breaching party notifying the breaching party of a substantial failure to perform in accordance with the provisions of this Contract and if the failure is not corrected within ten (10) days of the receipt of the notification. Upon such termination, the parties will be entitled to such additional rights and remedies as permitted by law.

Termination of this Contract, either with or without cause, will not form the basis of any claim for loss of anticipated profits by either party.

13. Successors and Assigns

The Contractor will not assign its interest in this Contract without the written consent of the County. The Contractor has no authority to enter into contracts on behalf of the County.

14. Compliance with Laws

The Contractor represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract will be

carried out in strict compliance with all Federal, State, or local laws regarding discrimination in employment.

15. Notices

All notices which may be required by this Contract or any rule of law will be effective when received by certified mail sent to the following addresses:

COUNTY OF MOORE: MOORE COUNTY PUBLIC WORKS
ATTN: RANDY GOULD, DIRECTOR
P.O. BOX 1927
CARTHAGE, NC 28327

CONTRACTOR: NORTH DAVIDSON GARBAGE SERVICE
P.O. BOX 90
WELCOME, NC 27374

16. Audit Rights

For all Services being provided under this Contract, the County has the right to inspect, examine, and make copies of any and all books, accounts, invoices, records and other writings relating to the performance of those Services. Audits will take place at times and locations mutually agreed upon by both parties. The Contractor must make the materials to be audited available within one (1) week of the request for them.

17. County Not Responsible for Expenses

The County will not be liable to the Contractor for any expenses paid or incurred by the Contractor unless otherwise agreed in writing.

18. Equipment

The Contractor will supply, at its sole expense, all equipment, tools, materials, and supplies required to provide contracted Services unless otherwise agreed in writing.

19. Priority of Documents

In the event of any inconsistency between the Contract and any attachment to the Contract, the Contract will have priority.

20. Severability

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

21. Non-Waiver

The failure by one party to require performance of any provision of this Contract will not affect that party's right to require performance at any time thereafter or to enforce other remedies available

to it by law or under this Contract. In addition, no waiver of any breach or default of this Contract will constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

22. Entire Agreement

This Contract and Attachment 1 constitute the entire understanding between the parties and supersedes all prior understandings and agreements, whether oral or written, relating to the subject matter hereof.

23. Amendment

This Contract may only be amended by the written mutual agreement of the parties.

24. Drafted by Both Parties

This Contract is deemed to have been drafted by both parties and no interpretation will be made to the contrary.

25. Headings

Subject headings are for convenience only and will not affect the construction or interpretation of any provision.

The parties have expressed their agreement to these terms by causing this Contract to be executed by their duly authorized officers or agents. This Contract is effective as of the date first written above.

COUNTY OF MOORE

CONTRACTOR

Nick J. Picerno, Chairman
Moore County Board of Commissioners

By: _____
Title: _____

Attest:

Laura M. Williams
Clerk to the Board

PREAUDIT CERTIFICATE

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

Finance Officer

SCOPE OF SERVICES

- A. The Contractor will provide all labor, material, and equipment necessary to provide the below described recycling services to the County.
- B. Rate. The Contractor will invoice the County at the rate of \$15.00 per ton of single stream recyclable materials.
- C. Recyclable Materials. The County will supply to the Contractor, and the Contractor will acquire from the County, the County's entire output of single stream recyclable materials, which includes: newspapers, magazines, boxboard, junk mail, shopping catalogs, home office paper, corrugated packaging, aluminum beverage cans, steel food cans, PET plastic drink bottles, HDPE plastic food containers and three colors of glass.

Single stream recyclable materials do not include: ceramics, window glass, corrugated wax products, aluminum pie plates, aluminum foil, auto parts, toys, hazardous chemicals, aerosol cans or batteries.

- D. The parties agree that the recyclable materials are waste and have no independent value.
- E. The County agrees to allow the Contractor to reject recyclable materials due to excess contamination or moisture content, in which event the County will be responsible for all costs and alternative disposal arrangements of the rejected portion of the recyclable materials.
- F. The County agrees to monitor the contents of the recyclable materials and agrees to take reasonable steps to ensure that the materials collected do not contain any of the following: hazardous materials, wastes or substances; fungicides, herbicides, rodenticides or containers contaminated with such materials; chemical bags or containers that may have held or retained objectionable chemicals including, but not limited to, compounds of heavy metals of antimony, arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver and zinc; toxic carcinogenic and potentially carcinogenic materials such as dyes, formaldehyde, PCBs, or phenolic based resins, pigments, etc.; wastes or pollutants; contaminants' pollutants; infectious wastes; medical wastes; or radioactive wastes as defined in applicable federal, state, or local laws.
- G. Health and Safety. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs as required by OSHA and all other regulatory agencies.
- H. The County will deliver all recyclable materials to the Moore County Landfill Transfer Station, where it will be the responsibility of the County to see that the Contractor's transport trailers are loaded.

Agenda Item: VIII.D.
Meeting Date: 8/2/16

MEMORANDUM TO BOARD OF COMMISSIONERS:

FROM: Randy G. Gould, Public Works Director
DATE: July 25, 2016
SUBJECT: McGill Contract – Vass Phase 2 Wastewater Collection System Expansion
PRESENTER: Randy G. Gould, PE

REQUEST:

Approve an Agreement with McGill Associates for Professional Service for the Vass Phase 2 Wastewater Collection System Expansion project pending the review and approval of the County Attorney.

BACKGROUND:

Moore County wishes to expand the wastewater collection system in the Town of Vass. This proposed project is intended to complete the sewer service to the large unsewered area within Vass. The Engineering agreement includes the Study and Report Phase services and Income Surveys to complete the funding applications to the USDA Rural Development and CDBG. The preparation of a Preliminary Engineering Report (PER), Environmental Report and Income Surveys are required documents as part of the funding applications. McGill Associates will perform these services for \$26,000.

Upon award of the funding from the USDA or CDBG, the contract will be amended to increase the scope of services to be provided by McGill Associates to include the Preliminary Design, Final Design, Bidding and Negotiating, Construction and Post Construction phases of the project. At that time, the amount not to exceed will be increased by \$224,000, for a total contract amount of \$250,000.

IMPLEMENTATION PLAN:

Engineer will begin work in accordance with the scope of services for the Study and Report Phase Services and Income Surveys.

FINANCIAL IMPACT STATEMENT:

The contract amount is a lump sum of \$26,000. If the USDA or CDBG funding are granted, amend the contract to increase the scope of work and the amount not to exceed by \$224,000 for a total contract amount of \$250,000.

RECOMMENDATION SUMMARY:

Make a motion to approve the Agreement with McGill Associates for the Study and Report Phase and Income Surveys for the Vass Phase 2 Wastewater Collection System Expansion pending the review and approval of the County Attorney.

SUPPORTING ATTACHMENTS:

Agreement for Professional Services with McGill Associates, P.A.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
Moore County _____ (“Owner”) and
McGill Associates, P.A. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Vass Phase 2 Wastewater Collection System Expansion ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

1. **Preparation of a Preliminary Engineering Report for the proposed wastewater collection system extension in accordance with RUS Bulletin 1780-2. The report is intended to supplement an Application package to USDA for Rural Development Funding.**
2. **Preparation of an Environmental Report in accordance with RD Instruction 1970-C for the proposed wastewater collection system extension. This report is intended to supplement an Application package to USDA for Rural Development Funding.**
3. **Preparation of the Application package and related attachments for submittal to USDA for Rural Development Funding.**
4. **Conduct income surveys and prepare Income Survey Questionnaires for the project service area to determine specific areas that qualify for potential Community Development Block Grant - Infrastructure (CDBG-I) funding. Upon approval by the County to proceed, prepare and submit a CDBG-I grant application to NCDEQ for the selected project.**
5. **Completion of the Preliminary Design and Final Design Phases of the project, and the pursuit of all regulatory permits from appropriate agencies.**
6. **Provide Bidding and Negotiation, Construction Phase, and Post-Construction Phase services for the proposed wastewater collection system extension based on the approved Final Design plans.**

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **Invoices must include a breakdown of services provided.**

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by who requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 “Standard General Conditions of the Construction Contract” (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor’s furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor’s, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer’s services do not include providing legal advice or representation.
- M. Engineer’s services do not include (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of the State of North Carolina. All actions relating to this Contract in any way will be brought in the General Courts of Justice in the County of Moore and the State of North Carolina.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any

written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the

option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days' notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations
- C. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of six years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be

reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.
- F. *E-Verify*: Pursuant to North Carolina General Statute § 143-133.3, E-verify Compliance, the County may not enter into a contract unless the contractor, and the contractor's subcontractors under the contract, comply with the requirements of Article 2 of Chapter 64 of the General Statutes. The Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, the Contractor warrants that any subcontractors used by the Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the General Statutes.
- G. *Iran Divestment Act*: The Contractor certifies that: (i) the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. § 143C-6A-4 (the "Final Divestment List"), and (ii) the Contractor will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and should be updated every 180 days.
- H. *Availability of Funds*. This Contract is subject to the availability of funds to purchase the specified Services and may be terminated at any time during the term upon thirty (30) days' notice if such funds become unavailable.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or

compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an ~~Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change

Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for

inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service including USDA Rural Development.**

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit.
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement. **(Not Included)**

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

- C. *Restrictions on Lobbying.*** Engineer and each Consultant shall comply with Restrictions on Lobbying if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. 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, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. *Suspension and Debarment.*** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - lower tier transactions - to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Moore County

Engineer: McGill Associates, P.A.

By: _____

By: _____

Print name: Nick Picerno

Print name: Michael S. Apke, P.E.

Title: Board Chairman

Title: Principal

Date Signed: _____

Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

C-0459

State of: North Carolina

Address for Owner's receipt of notices:

Post Office Box 905

Carthage, North Carolina 28327

Address for Engineer's receipt of notices:

5 Regional Circle, Suite A

Pinehurst, North Carolina 28374

Designated Representative (Paragraph 8.03.A):

Randy Gould, P.E.

Title: Public Works Director

Phone Number: 910-947.6315

E-Mail Address: rgould@moorecountync.gov

Designated Representative (Paragraph 8.03.A):

Michael S. Apke, P.E.

Title: Principal

Phone Number: 910-295-3159

E-Mail Address: mike.apke@mcgillengineers.com

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

Signature

Title

This is **EXHIBIT A**, consisting of [18] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions.
 - b. ~~If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions. In addition, Engineer must identify, study, and evaluate multiple potential alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree with Agency concurrence that only one feasible solution exists. The number of alternative solutions should be appropriate to the specific project as concurred in by the Agency.~~
 - c. ~~If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify [] **[insert specific number]** alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.~~
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs. **The Report mentioned in paragraph 1.01.A.8 of Exhibit A to the Agreement is the Preliminary Engineering Report as defined in RUS Bulletin 1780-2. This document must meet customary professional standards as required by 7 CFR 1780.55. The Report must be concurred in by the Agency.**
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed **and approved by the Agency**, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables:
 - a. **Provide an Environmental Report as defined at 7 CFR 1794 and RD Instruction 1970-C or other Agency approved format. The Environmental Report must be concurred in by the Agency.**
 - b. **Assemble all materials necessary to prepare a complete USDA grant application with related attachments for submittal to USDA for approval with the Preliminary Engineering Report and Environmental Report. The application will be provided to the Owner for review prior to submittal to USDA, and shall include all required federal forms, assurances, and certifications for the pre-application and final application. Engineer shall also represent the Owner while working with federal officials to complete the project application for consideration, and work closely with the Owner to gather all data and necessary signatures. Engineer shall also provide the Owner with documents that require Board action and approval.**
15. Furnish [1] review copies of the Report and any other Study and Report Phase deliverables to Owner within [60] days of the Effective Date and review it with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. ~~Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish [] copies of the revised Report and any other Study and Report Phase deliverables to the Owner within [] days of receipt of Owner's comments.~~ **Revise the Report and any other Study and Report Phase deliverables in response to Owner's and Agency's comments, as appropriate, and furnish three (3) written copies and one (1) electronic copy of the revised Report and any other Study and Report Phase deliverables to the Owner within [30] days of receipt of Owner's and Agency's comments.**
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner **and concurrence by Agency** of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: [NONE].
10. Furnish [1] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [120] days of authorization to proceed with this phase, and review them with Owner.

Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [1] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [30] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: **The Engineer shall identify the building codes, and accessibility standards used in the design and indicate them on the drawings and specifications and certify that final drawings and specifications, comply with those standards.**
 10. Furnish for review by Owner, its legal counsel, **and Agency** and other advisors, [1] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within [60] days of authorization to proceed with the Final Design Phase, and review them with Owner. Within [30] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit [1] final copies of such documents to Owner within [60] days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certificate of Final Plans and Specifications (Attachment GC-B) for this purpose.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), **and all final design phase deliverables have been accepted by Owner.**
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is [1]. If more prime

contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ **The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
Upon award of the construction contract, the Engineer shall furnish to Owner five (5) executed copies of the Contract Documents and one electronic copy of the signed documents, including drawings and specifications.
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
 1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
 5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* ~~If requested by Owner to do so,~~ maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. **The visits described in Article A1.05.A9a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
 14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
 15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
 16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
 17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or

procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations.**
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it

is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables.
 - a. **Upon substantial completion, the engineer shall provide a copy of the certificate of substantial completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
[None]
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.

A1.07 *Income Surveys and CDBG-I Application*

- A. Conduct up to 100 income surveys and prepare Income Survey Questionnaires for portions of the service area that appear to have low-to-moderate income residents to determine specific areas that qualify for potential Community Development Block Grant - Infrastructure funding.**
- B. Income Survey Questionnaires shall be completed for each surveyed area on the standard form published by the NCDEQ Division of Water Infrastructure for Community Development Block Grant – Infrastructure Grants, including questions related to existing problems with septic systems in the project area.**
- C. Review the results of the income surveys with representatives from the Owner to determine if a competitive application can be generated for an upcoming cycle for Community Development Block Grant – Infrastructure funding.**
- D. Upon authorization to proceed by the Owner, assemble all materials necessary to prepare a complete CDBG-I grant application with related attachments for submittal to NCDEQ for approval. The application will be provided to the Owner for review prior to submittal to NCDEQ, and shall include all required forms, assurances, and certifications. Engineer shall also represent the Owner while working with State and Federal officials to complete the project application for consideration, and work closely with the Owner to gather all data and necessary signatures. Engineer shall also provide the Owner with documents that require Board action and approval.**

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PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including the preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2 **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;

- d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
 17. (Deleted)

Exhibit A – Engineer's Services

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18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
 1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; ~~services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;~~ evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____ .

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

Exhibit B – Owner's Responsibilities

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- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: [None]

This is **EXHIBIT C**, consisting of [8] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$26,000** based on the following estimated distribution of compensation:
 - a. **Study and Report Phase – USDA PER \$3,000**
 - b. **Study and Report Phase – USDA Environmental Report \$12,000**
 - c. **Study and Report Phase – USDA Application \$6,000**
 - d. **Income Surveys and CDBG-I Application \$5,000**
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): [N/A]
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is

extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency.**

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**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services—
Standard Hourly Rates Method of Payment.**

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**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. Compensation For Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of [1.1].
4. The Reimbursable Expenses Schedule will be adjusted annually (as of June) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in writing by the Owner and Agency.**

C. Other Provisions Concerning Payment for Additional Services:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of [1.1].

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at **no** cost.

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This is **Appendix 1 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Reimbursable Expenses Schedule

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment per Exhibit C. Reimbursable expenses for services performed on the date of the Agreement are:

Mileage - \$0.65 per mile

GPS Equipment - \$25.00 per hour

Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

Associated services required be the project such as soil analysis, biological surveys, archaeological surveys, etc. shall be at cost plus ten (10) percent.

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This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Firm Principal	\$ 185.00	CADD Operator I	\$ 75.00
Program Services Manager I	\$ 145.00	CADD Operator II	\$ 80.00
Program Services Manager II	\$ 160.00	CADD Operator III	\$ 85.00
Senior Project Manager I	\$ 160.00	Construction Services Manager I	\$ 120.00
Senior Project Manager II	\$ 170.00	Construction Services Manager II	\$ 130.00
Project Manager I	\$ 140.00	Construction Administrator I	\$ 90.00
Project Manager II	\$ 150.00	Construction Administrator II	\$ 100.00
Project Engineer I	\$ 105.00	Construction Administrator III	\$ 110.00
Project Engineer II	\$ 115.00	Construction Field Representative I	\$ 75.00
Project Engineer III	\$ 125.00	Construction Field Representative II	\$ 80.00
Engineering Associate I	\$ 85.00	Construction Field Representative III	\$ 85.00
Engineering Associate II	\$ 90.00	Planner I	\$ 95.00
Engineering Technician I	\$ 80.00	Planner II	\$ 105.00
Engineering Technician II	\$ 90.00	Planner III	\$ 125.00
Engineering Technician III	\$ 100.00	Planner IV	\$ 135.00
Environmental Specialist I	\$ 80.00	Surveyor I	\$ 80.00
Environmental Specialist II	\$ 90.00	Surveyor II	\$ 90.00
Electrical Engineer I	\$ 105.00	Surveying Associate I	\$ 70.00
Electrical Engineer II	\$ 115.00	Surveying Associate II	\$ 75.00
Electrical Engineer III	\$ 125.00	Survey Technician I	\$ 55.00
Electrical Engineering Associate I	\$ 85.00	Survey Technician II	\$ 60.00
Electrical Engineering Associate II	\$ 90.00	Survey Technician III	\$ 65.00
Electrical Engineering Technician I	\$ 80.00	Administrative Assistant (I-III)	\$ 70.00
Electrical Engineering Technician II	\$ 90.00	Accounting Assistant (I-II)	\$ 80.00
Electrical Engineering Technician III	\$ 100.00		

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

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This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer’s representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR’s actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR’s observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor’s work in progress, for the coordination of the Constructors’ work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor’s failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR’s dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR’s dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

Exhibit D - Resident Project Representative.

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
12. *Reports:*
- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - ~~b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. *Completion:*
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.



NOTICE OF ACCEPTABILITY OF WORK

PROJECT: VASS PHASE 2 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS

OWNER: MOORE COUNTY

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER: MCGILL ASSOCIATES, P.A.

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT F**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 *Designing to Construction Cost Limit*

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of **\$2,870,000**.
- B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit. **Engineer's determinations on types and quality of materials, equipment, and component systems to be included in the Drawings and Specifications are subject to approval by Agency in accordance with requirements of 7 CFR 1780, including open and free competition.**
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices, or (4) terminate the Project. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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be liable for damages attributable to the lowest bona fide proposal or bid exceeding the established Construction Cost limit.

DRAFT

Exhibit F – Construction Cost Limit.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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and American Society of Civil Engineers. All rights reserved.**

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$[500,000]
 - 2) Bodily injury by disease, each employee: \$[500,000]
 - 3) Bodily injury/disease, aggregate: \$[500,000]
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]
 - 2) General Aggregate: \$[2,000,000]
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[1,000,000]
 - 2) General Aggregate: \$[1,000,000]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$[1,000,000]
- f. Professional Liability --
 - 1) Each Claim Made \$[2,000,000]
 - 2) Annual Aggregate \$[2,000,000]
- g. Other (specify): \$[N/A]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. ~~Employer's Liability~~

- 1) ~~Bodily injury, Each Accident~~ \$[]
- 2) ~~Bodily injury by Disease, Each Employee~~ \$[]
- 3) ~~Bodily injury/Disease, Aggregate~~ \$[]

c. General Liability --

- 1) General Aggregate: \$[1,000,000]
- 2) Each Occurrence (Bodily Injury and Property Damage): \$[1,000,000]

d. ~~Excess Umbrella Liability~~

- 1) ~~Per Occurrence:~~ \$[]
- 2) ~~General Aggregate:~~ \$[]

e. ~~Automobile Liability - Combined Single Limit (Bodily Injury and Property Damage):~~

\$[]

f. Other (specify): \$[N/A]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. [None]
Engineer
- b. [None]
Engineer's Consultant
- c. [None]
Engineer's Consultant
- d. []
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by a mutually agreed-to mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

DRAFT

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____ .

This is **EXHIBIT J**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____ .

Special Provisions

None.

DRAFT

Agenda Item: IX.A.
Meeting Date: 08/02/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 07/26/2016

SUBJECT: Appointments / Nursing and Adult Care Home Community Advisory Committee

REQUEST:

Reappoint two members to the Nursing and Adult Care Home Community Advisory Committee.

BACKGROUND:

The terms for members Barbara Venditti and Elizabeth Cunningham expire in August. Each is willing and recommended to serve an additional term.

IMPLEMENTATION PLAN:

Clerk will make notification of appointments and update records.

RECOMMENDATION SUMMARY:

Make a motion to reappoint Barbara Venditti and Elizabeth Cunningham to the Nursing and Adult Care Home Community Advisory Committee for three-year terms expiring August 31, 2019.

Agenda Item: IX.B.
Meeting Date: 08/02/2016

MEMORANDUM TO THE MOORE COUNTY BOARD OF COMMISSIONERS:

FROM: Laura M. Williams, Clerk

DATE: 07/29/2016

SUBJECT: Appointments / Sandhills Community College Board of Trustees

REQUEST:

Appoint member to the Sandhills Community College Board of Trustees.

BACKGROUND:

The current term of service for trustee Robert Hayter expires August 31st. Mr. Hayter has served two four-year terms.

IMPLEMENTATION PLAN:

Clerk will make notification of appointment and update records.

RECOMMENDATION SUMMARY:

Make a motion to appoint a member to the Sandhills Community College Board of Trustees for a term commencing September 1, 2016 and expiring June 30, 2020.

ATTACHMENTS:

Appointment Applications

Advisory Board Appointment Application

First Name: Larry

Last Name: Upchurch

Mailing Address: PO Box 68 High Falls NC 27259

Home Phone: 910-464-3474

Work/Mobile Phone: 910-783-4493

Email Address: lupchurch@rtmc.net

Occupation: Retired Educational Administrator

Background Qualifications: I have been a lifelong resident of Moore County and an employee of Moore County Schools. For 40 years, I worked to better the educational opportunities and facilities for our students and our teachers. Working with Sandhills Community College to implement the offering of college courses to our high school students was one of the highlights of my tenure as principal and deputy superintendent. My knowledge of the community at large and my understanding of the need to educate all of our students help me to bring a perspective that is inclusive and informed.

Please check the following boards/committees on which you are interested in serving:
Community College Trustees

If you are interested in serving on more than one board/committee, please use the box below to number your selections by preference:

Advisory Board Appointment Application

First Name: Kristin

Last Name: Richmond

Mailing Address: 104 Lockerbie Court

Home Phone: 9102952608

Work/Mobile Phone: 9103153689

Email Address: krichmond@ttp-usa.com

Occupation: Industrial/Organizational Psychologist

Background Qualifications: Currently leaving the WDB. After gaining perspective and insight, it is apparent that more impact can be made at the community college level in concert with multiple agency efforts. As an Organizational Psychologist, I founded and own an education support consultancy focused on educational institution systematic development and faculty/leader professional development as well as adult active learning and career span pathways. Have insight into community college workings, links to the Moore County School/SCC initiatives as well as links to UNC-CH workings through Morehead-Cain Program and understand the need for workforce readiness from community college or prep for higher learning and how those link. I would be excited to support SCC with the 23+ years of experience I have gained consulting education and training programs/organizations. I am interested in getting more involved with SCC.

Please check the following boards/committees on which you are interested in serving:
Community College Trustees

If you are interested in serving on more than one board/committee, please use the box below to number your selections by preference:

Moore County
Advisory Board/Committee Appointment Application

RECEIVED
06/03/16
LW

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to clerktoaboard@moorecountync.gov.

County of Moore
Attention: Laura M. Williams, Clerk
P.O. Box 905
Carthage, NC 28327

More information can be obtained at www.moorecountync.gov/boc or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- | | | |
|--|--|--|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Fire Commission | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Aging Advisory Council | <input type="checkbox"/> Health Board | <input type="checkbox"/> RSVP Advisory Council |
| <input type="checkbox"/> Airport Authority | <input type="checkbox"/> Human Resources Appeals | <input type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer | <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Animal Operations Board | <input type="checkbox"/> Juvenile Crime Prevention | <input type="checkbox"/> Subdivision Review Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Library Trustees | <input type="checkbox"/> Tax Equalization/Review |
| <input type="checkbox"/> Citizens' Pet Responsibility | <input type="checkbox"/> Local Emergency Planning | <input type="checkbox"/> Transportation Services |
| <input checked="" type="checkbox"/> Community College Trustees | <input type="checkbox"/> Nursing/Adult Care Home | <input type="checkbox"/> Workforce Development |
| <input type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Planning Board | |

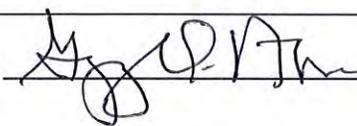
NAME Gregg Oliver Allen

MAILING ADDRESS P.O. Box 801, Southern Pines, N.C. 28388

HOME PHONE 910-692-7777 WORK/MOBILE PHONE 910-693-2622/910-391-8570

EMAIL gallen@southatlantic.com OCCUPATION Product Line Manager

BACKGROUND QUALIFICATIONS See Resume' Attached; Volunteers involvement has been considerable since moving to the County in 1971

SIGNATURE  DATE June 1, 2016

GREGG OLIVER ALLEN

P. O. Box 801

Southern Pines, NC 28388

Home Telephone: 910-692-7777

Married, two children, four grandchildren

Age: 68

Height: 5' 10 ½"

Weight: 190 lbs.

EDUCATION:

Appalachian State University (1970), Boone, NC

B. S. – Social Science, Concentration in Sociology

GRI, University of N. C. Realtors Institute, June, 1980

LICENSE:

Broker License, Real Estate, NC; General Building License;

Teacher's Certificate

EXPERIENCE:

August, 1995 to Present: South Atlantic, LLC – DBA Southern Grounding Products, 780 NW Broad Street, Southern Pines, NC 28387

Position: Founding manager for Southern Grounding Products (SGP). Built original factory in Aberdeen, NC; began production in October, 1998. Developed marketing and sales sales organizations covering all the continental U.S.; 37 sales agencies and 21 distribution centers and annual sales exceeding \$7.5 million. Additional responsibilities include organizing product management, monthly production planning, freight negotiations, personnel and reconciliation of inventory, cost and final responsibility for net profit. Travel involves working with sales personnel, customers and prospective customers.

OTHER INFORMATION:

CURRENT: Elder – Brownson Memorial Presbyterian Church

Board of Directors – Occoneechee Council, BSA (Finance and Budget Committee)

Charter Organization Representative, Troop 223, Crew 223 and Pack 73, BSA

PAST: Trustee – Sandhills Community College
Member – NC State Board of Elections
Member and Secretary – Moore County Board of Elections
President – Sandhills Academy of Gymnastics
President – United Way of Moore County, Inc.
Precinct Chairman – Moore County Republican Party
Chairman and Finance Chairman – Moore District Boy Scouts of America
President – Pinecrest High School Booster Club
Head Usher and Capital Campaign – Brownson Memorial Presbyterian Church

HONORS: Eagle Scout
Vigil member – Order of the Arrow
Distinguished Service Award – Southern Pines Jaycees
Top 10 Local Jaycee Presidents
Silver Beaver Award - 2016

HOBBIES: Hi-Adventure Treks, water sports, construction projects, reading

Advisory Board Appointment Application

First Name: Brant
Last Name: Clifton
Mailing Address: 2702 Wentworth Circle Pinehurst, NC 28374
Home Phone: 9106903183
Work/Mobile Phone: 9106903183
Email Address: bclift76@me.com
Occupation: IT support

Background Qualifications: lifetime dog owner
current owner of a dog rescued from Moore County shelter

veteran businessman
experienced adjunct instructor at two community college campuses
good relations with many Sandhills CC staff
Moore County resident

Please check the following boards/committees on which you are interested in serving:
Animal Operations Advisory Board, Citizen's Pet Responsibility, Community College Trustees

If you are interested in serving on more than one board/committee, please use the box below to number your selections by preference:

1. Animal Operations Advisory Board
2. Citizens Pet Responsibility
3. Community College trustee

Moore County
Advisory Board/Committee Appointment Application

Received
8/2/15

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to clerktoboard@moorecountync.gov.

County of Moore
Attention: Laura M. Williams, Clerk
P.O. Box 905
Carthage, NC 28327

More information can be obtained at www.moorecountync.gov/boc or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> ABC Board | <input type="checkbox"/> Fire Commission | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Aging Advisory Council | <input type="checkbox"/> Health Board | <input type="checkbox"/> RSVP Advisory Council |
| <input checked="" type="checkbox"/> Airport Authority | <input checked="" type="checkbox"/> Human Resources Appeals | <input checked="" type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer | <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Animal Operations Board | <input checked="" type="checkbox"/> Juvenile Crime Prevention | <input type="checkbox"/> Subdivision Review Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Library Trustees | <input type="checkbox"/> Tax Equalization/Review |
| <input type="checkbox"/> Citizens' Pet Responsibility | <input type="checkbox"/> Local Emergency Planning | <input type="checkbox"/> Transportation Services |
| <input checked="" type="checkbox"/> Community College Trustees | <input type="checkbox"/> Nursing/Adult Care Home | <input checked="" type="checkbox"/> Workforce Development |
| <input type="checkbox"/> Convention & Visitors Bureau | <input checked="" type="checkbox"/> Planning Board | |

NAME Ron Utley
MAILING ADDRESS 1302 Devonshire Trl Aberdeen NC 28315
HOME PHONE 919-434-6380 WORK/MOBILE PHONE 919-434-6380
EMAIL ronutley@live.com OCCUPATION Notre Dame Instructor / Soc Studies / Science Teacher
BACKGROUND QUALIFICATIONS B.A. Business Admin, Minor Housing - B.A. Education -
Veteran U.S. Army Services, Aberdeen Planning Board

SIGNATURE Ron Utley DATE August 1, 2015

Ronald Lee Utley
1302 Devonshire Trail
Aberdeen, North Carolina 28315
ronutley@live.com
919-434-6380

Professional Summary

- Energetic, tenacious, and goal oriented professional with nearly twenty years in education and business management field.
- Strong interpersonal skills in working with a diverse group of people with the ability to assess and implement changes that positively impact operational environments. Able to quickly and effectively diffuse tense situations with employees, customers or suppliers.
- Well-developed communication skills that build lasting client and company relationships.
- Proven expertise in management focused on learning activities, behavioral and conflict management of juvenile delinquents.

Areas of Expertise

- Leadership
- Communication
- Childhood and Adult Education
- Behavior and Conflict Management
- Investment Real Estate Management
- Computer Technology
- Microsoft Project Software
- Business Management

Selected Accomplishments

- Current completion rate for the Computer Application Technology course is 95%
- Successfully graduate thirty six students which is a total 216 students each year.

Employment History

EDUCATION

Higher Education Instructor

Richmond Community College, Hamlet, NC

2003 - 2014

Responsibilities include:

- Instructs in the area of basic computing skills through a course curriculum for "Computers in the Workplace".
- Supervises and instruct thirty six (36) inmates towards the completion or course work in obtaining a certification in Computer Technology. Provide mentorship and evaluations of student progress and constructive feedback on student performance during course. Successfully increased retention rates and course completion rates year over year.
- Plans, organizes and directs student commencement exercises held every 8 weeks upon course completion.
- Teaches employability skills to youth offenders in the Department of Corrections.
- Teaches applicants for Notary Public on requirements to complete certification for licensing in the state of North Carolina

Higher Education Instructor

Sandhills Community College, Pinehurst, NC

1993 - 2003

Responsibilities included:

- Instructed in the area of basic computing skills utilizing Microsoft Office Suite and Web Page Design.
- Taught employability skills to youth offenders in the Department of Corrections.
- Taught applicants for Notary Public requirements to complete certification for licensing in the state of North Carolina

Secondary Education Teacher**Aberdeen Middle School, Aberdeen, NC****1992 - 1993**

Responsibilities included:

- Developed and planned teaching materials. Provided classroom instructions to students. Prepared course of study to fit the needs and abilities of the students..
- Developed and instructed age-appropriate lesson plans that encourage physical, emotional, social, and academic growth. Maintain individual portfolios and narrative reports on areas needing improvement. Interact extensively with parents to provide regular progress reports.

MILITARY SERVICE**United States Army****1989 - 1998**

Served as a Chemical Operations Specialist in active duty and a Communication Specialist in Reserve duty.

- Stationed in Saudi Arabia and participated in combat during Operation Desert Shield/Storm.
- Responsibilities included managing staffing and training for over 300 military personnel in the area of NBC warfare.

HOUSING MANAGEMENT**Investment Property Owner****Various Properties in GA and NC****1997 - Present**

Owns and manages multiple rental properties over 2 states. Negotiates lease agreements, qualifies prospective tenants for rental properties, ensure properties are well maintained and in full operating condition, inspects dwellings and continually seeks new and appropriate properties for acquisition. Utilizes strong interpersonal communication skills to build loyalty among tenants to provide stability of rental properties.

Management Trainee**Winston-Salem Housing Authority****Winston-Salem, NC****1989 - 1990**

Functioned as a management trainee with responsibilities for home inspections and appraisals of apartment units. Duties also included managing lease evaluations, bookkeeping and resolving tenant requests and complaints.

Southern Pines Housing Authority Community Center**Southern Pines, NC****1984 - 1986**

Initially, volunteered as a tutor in mathematics for secondary school age children. Later, promoted to supervisor position with responsibilities of managing and supervising other volunteer staff personnel.

Professional Certification

Licensed Notary Public
Certified Notary Public Instructor
Licensed/Certified Elementary Education

Education

Winston-Salem State University

Winston-Salem, North Carolina
Business Administration (B.A.)
Housing Management (Minor)
December 1990

Saint Andrews Presbyterian College

Laurinburg, North Carolina
Elementary Education (License and Certification)

United States Army

Chemical Operations Specialist
November 1990 - March 1996

References Available Upon Request

**Moore County
Advisory Board/Committee Appointment Application**

The Moore County Board of Commissioners encourages you to participate in Moore County government by serving on an advisory board/committee. The purpose of these boards/committees is to assist the County Commissioners in making effective decisions concerning local issues and projects which will improve the quality of life in our community. If you would like to be considered for appointment to a board/committee, please complete this form and forward it, along with any relevant attachments (such as a resume) to the address below, or email it to clerktoboard@moorecountync.gov.

**County of Moore
Attention: Laura M. Williams, Clerk
P.O. Box 905
Carthage, NC 28327**

More information can be obtained at www.moorecountync.gov/boc or by calling 910-947-6403. Please note that information you submit may be public record.

Please check the following boards/committees on which you are interested in serving. If you are interested in more than one, please numerically rank.

- | | | |
|--|--|--|
| <input type="checkbox"/> ABC Board | <input type="checkbox"/> Fire Commission | <input type="checkbox"/> Recreation Advisory Board |
| <input type="checkbox"/> Aging Advisory Council | <input type="checkbox"/> Health Board | <input type="checkbox"/> RSVP Advisory Council |
| <input type="checkbox"/> Airport Authority | <input type="checkbox"/> Human Resources Appeals | <input type="checkbox"/> Sandhills Center Area Board |
| <input type="checkbox"/> Animal Cruelty Officer | <input type="checkbox"/> Jury Commission | <input type="checkbox"/> Social Services Board |
| <input type="checkbox"/> Animal Operations Board | <input type="checkbox"/> Juvenile Crime Prevention | <input type="checkbox"/> Subdivision Review Board |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Library Trustees | <input type="checkbox"/> Tax Equalization/Review |
| <input type="checkbox"/> Citizens' Pet Responsibility | <input type="checkbox"/> Local Emergency Planning | <input type="checkbox"/> Transportation Services |
| 1 <input checked="" type="checkbox"/> Community College Trustees | <input type="checkbox"/> Nursing/Adult Care Home | <input type="checkbox"/> Workforce Development |
| 2 <input checked="" type="checkbox"/> Convention & Visitors Bureau | <input type="checkbox"/> Planning Board | |

NAME Michael Barbera

MAILING ADDRESS PO Box 3819 Pinehurst, NC 28374

HOME PHONE - WORK/MOBILE PHONE 9109880260

EMAIL mbarbera@barberasolutions.com OCCUPATION Strategy Consultant, Entrepreneur

BACKGROUND QUALIFICATIONS BSBA, two MBAs and doctoral candidate.

SIGNATURE  DATE 5/26/15

Michael Barbera

PO Box 3819 Pinehurst, NC 28374 • Phone: 800.584.8047 x700 • e-Mail: mbarbera@barberasolutions.com • www.michaelbarbera.co

Key Achievements

- Founded three businesses; currently developing a new start-up
- Ph.D. Candidate of Business Psychology; Chicago School of Professional Psychology
- Graduated Magna Cum Laude with an MBA from Trident University
- Winner of business plan awards from Citibank, Syracuse University, Purdue University and John Deere
- Over 14 years commended performance including 16 awards in military leadership positions
- United States Department of Defense Top Secret Security Clearance
- Currently authoring book regarding resilient behavior in austere environments and cultures

Publications

- ‘Facing Fear and Adversity through Resilient Behavior’; Northwest Guardian, January 2015
- ‘Effective and Resilient Leadership During Rapid Parachute Operations’; MJM Update, March 2011
- ‘Safe and Effective Methods for Rapid Deployment of Hazardous Materials’; MJM Update, September 2010
- ‘Employment of a Company Intelligence Support Team’; Infantry Magazine, June 2009
- ‘Employment of a Company Intelligence Support Team’; Armor Magazine, May 2009
- ‘Brigade Intelligence Standard Operating Procedures Pamphlet’; Individual Publication, August 2008

Public & Private Speaking

- Microsoft Team Building Seminar; Bellevue, WA, April 2015
- Washington Center for Alliance and Self-Help; ‘Identifying Consumer Behavior’, January 2015
- The Salon Professionals Academy; ‘Bridging Equality – Being a Successful Businesswoman’, May 2014
- Women’s Home-Based Business Resources; Conference Keynote Address, April 2014

Experience

Board of Director, Athcorp, Inc., Fishkill, NY

May 2015 – Present

Chief Executive Officer, Barbera Solutions LLC, Pinehurst, NC

January 2014 – Present

- Formed and developed business from start-up; generated profit prior to official launch in April 2015
- Increased sales and improved profit margin for eight organizations in the Pacific Northwest
- Procured 87 percent of all new clients through referrals; fostered excellent relationships by building trust and rapport with customers
- 98 percent customer satisfaction rate with clients; 93 percent of developed business plans received capital
- 1.2 million dollars in client operating expenses saved from wasteful expenditures

Founder & Chief Evangelist, Jaydential LLC, Seattle, WA

January 2015 – Present

- Formed and developed business from start-up; generated profit prior to beta launch in June 2015



- Recruited founding team of professionals from Purdue University, Syracuse University and sales specialists from Fortune 500 companies

Chief Executive Officer, Lush Transportation LLC, Pinehurst, NC August 2013 – October 2014

- Authored business plan which was a finalist in the Citi Salutes: Realizing Your Dream Business Plan Competition
- Founded Lush Bus and built sustainable business model in a developing market with strong need for services
- Relinquished controlling equity of organization through merger and acquisition

United States Army (various locations) October 2000 – May 2015

S-3 Operations, U.S. Army, Tacoma, Washington January 2014 – May 2015

- Trained, coached and mentored more than 100 Soldiers in the importance of resiliency
- Planned and coordinated General Officer professional development conference for more than 120 General Officers
- Developed comprehensive resiliency framework which improved morale and productivity

S-3 Air, U.S. Army, Anchorage, Alaska January 2013 – December 2013

- Facilitated the reconstruction of the Brigade's (4,000 Personnel) Airborne Standard Operating Procedures
- Exited over 700 parachutists during Jump Master duties with zero injuries to jumpers
- Planned and executed Joint Parachute Operations with Australian Army

Platoon Sergeant, U.S. Army, Anchorage, Alaska September 2012 – December 2012

- Managed the redeployment of more than 700 personnel traveling from Afghanistan to Alaska
- Served in Battalion Sergeant's Major leadership position during transition from Afghanistan to Alaska; responsible for 400 employees
- Created Parachutist training program which trained more than 1,200 parachutists
- Mentored eight subordinate leaders, resulting in 100 percent promotion rate
- Responsible for 16 million dollars of equipment without loss or negligence

Platoon Sergeant, U.S. Army, Afghanistan December 2011 – September 2012

- Conducted more than 200 Humanitarian Aid operations in remote regions of Eastern Afghanistan
- Advised unit commander on courses of action based on wide range of experience
- Planned and led operations regarding Special Projects throughout Eastern Afghanistan; improved socio-economic conditions
- Chosen above peers to serve as Company First Sergeant (Senior Enlisted Advisor); responsible for the leadership, supervision and mentorship of 120 personnel
- During absence of leadership, assumed command of Company command post during enemy engagement to ensure air assets were rapidly requested, received and distributed to the ground unit with zero friendly casualties
- Led and mentored the Platoon Intelligence Team on personality targeting, pattern analysis and planning; resulted in fewer enemy attacks
- Responsible for 16 million dollars of equipment without loss or negligence



Platoon Sergeant, U.S. Army, Anchorage, Alaska

August 2011 – December 2011

- Personnel Manager for 26 personnel; responsible for their supervision, training, mentorship and professional development
- Trained and mentored 26 personnel on leadership, humanitarian aid and combat operations in preparation for deployment to Afghanistan
- Exited over 400 parachutists during Jump Master duties with zero injuries to parachutists
- Responsible for 8 million dollars of equipment without loss or negligence

Instructor, U.S. Army, Fort Bragg, North Carolina

January 2010 – July 2011

- Taught Jump Master, Air Movement Operations and HAZMAT Transportation to more than 1,120 students
- Selected over three well-qualified instructors to lead mobile training teams throughout the United States
- Advised Division (16,000 personnel) commander on the capabilities of aircraft regarding delivery of personnel and equipment for deployment to Haiti in support of humanitarian aid
- Managed the school publication program ensuring all course materials were current and up-to-date; program created low cost, reusable resources that saved government funds
- Selected by the Division Inspector General's office to serve as senior inspector on six separate occasions
- Executed assistance without notice to subordinate units on five different occasions, consulted units on Hazardous Material Certification and Air Movement resulting in timely deployments for contingency operations

Platoon Sergeant / Intelligence Analyst, U.S. Army, Iraq

December 2008 – December 2009

- Developed and maintained a flawless operations shop; created all new IT and knowledge management databases after primary system had failed
- Selected over 20 senior leaders to serve as Company Logistics Officer during company transition between bases
- Responsible for 42 million dollars of equipment without loss or negligence
- Created and distributed over 250 analyzed intelligence reports throughout the Brigade Combat Team; increased situational awareness throughout the battlefield
- Assisted with the R & D for the U.S. Army's Intelligence Improvement Program to develop Company Intelligence Support Teams
- Recognized by the Brigade Commander for leading one of the most proficient and effective Company Intelligence Support Teams in the Brigade Combat Team
- Led over 300 debriefs, 50 Company Intel Fusion and Targeting meetings; facilitated lateral and vertical fusion, leading to the discovery of two enemy networks
- Developed a working relationship with partnered Iraqi Army to facilitate the sharing of specific intelligence with the Iraqi Security Forces on a routine basis
- Wrote a professional development article pertaining to tactics, techniques, procedures and employment of a Company Intelligence Support Team; article published in Armor and Infantry magazines
- Trained over 80 U.S. Soldiers and 20 Foreign Soldiers on tactics, techniques and procedures of tactical questioning and intelligence collecting
- Responsible for 14 million dollars of equipment without loss or negligence



Platoon Sergeant / Intelligence Analyst, U.S. Army, Fort Bragg, NC December 2007 – November 2008

- Authored Brigade Intelligence Standard Operating Procedures Pamphlet; recognized by Brigade commander for dedication to excellence
- Incorporated Company Safety Program; emphasis on safety resulted with increased awareness at the workplace

Section Leader, U.S. Army, Iraq August 2006 – November 2007

- Conducted over 450 Humanitarian Aid Operations for a displaced populace; giving food, clothing, shelter and recreational materials
- Served in a position of increased responsibility during six week period of increased operational tempo
- Served as foreign relations liaison to Foreign Security Forces in Diyala Province, Iraq; developed public policies to strengthen relationships between Sunni and Shia Muslims
- Worked daily with interpreters in order to overcome language barriers
- Responsible for 32 million dollars of equipment with only \$3,500 in losses

Section Leader, U.S. Army, Fort Bragg, North Carolina October 2005 – July 2006

- Exited over 600 parachutists during Jump Master duties with zero injuries to jumpers
- Personnel Manager for 13 personnel; responsible for their supervision, training, mentorship and professional development
- Responsible for eight million dollars of equipment without loss or negligence

Section Leader, U.S. Army, New Orleans, Louisiana August 2005 – October 2005

- Deployed to New Orleans with less than 18-hours notice to conduct Humanitarian Aid
- Rescued 94 displaced American citizens from flooded homes
- Led team of 20 personnel to reconstruct the New Orleans' Memorial Hospital; restored emergency room to operational conditions in less than 24 hours
- Maintained partnerships with New Orleans Police Department, Louisiana National Guard, Michigan State Troopers, Beaumont Paramedics, New Jersey State Troopers, Drug Enforcement Agency, Bureau of Alcohol, Tobacco and Firearms, and U.S. Marshalls to help restore security to the French Quarter and downtown New Orleans

Section Leader, U.S. Army, Fort Bragg, North Carolina December 2003 – August 2005

- Led section through rigorous combat training exercises with realistic atmospherics creating a stressful environment
- Reorganized unit training meetings to better manage training and disseminate information
- Led Squadron Jump Master Team to win Division Parachute Competition

Reconnaissance and Surveillance Specialist, U.S. Army, Iraq March 2003 – December 2003

- Supplied medical equipment, food and water to displaced Iraqi's during the invasion of Iraq
- Offered medical care to Iraqi children on the front lines of combat
- Conducted security operations of United Nations facilities and personnel in Baghdad, Iraq
- Trained Iraqi Police Forces in Baghdad, Iraq



Reconnaissance and Surveillance Specialist, U.S. Army, Fort Polk, LA October 2002 – February 2003

- Conducted training as a team for the invasion of Iraq
- Enforced team cohesion and loyalty
- Completed 40 hours of advanced driver's training
- Completed 40 hours of advanced first aid and life saving techniques

Reconnaissance and Surveillance Specialist, U.S. Army, Middle-East March 2002 – October 2002

- Conducted Security Operations for General Franks at the Ritz Carlton Hotel in Qatar for three weeks
- Traveled to Afghanistan, Kuwait, Jordan, Djibouti and Qatar to conduct Security Operations for senior military personnel and elected officials

Reconnaissance and Surveillance Specialist, U.S. Army, Fort Polk, LA March 2001 – March 2002

- Conducted weekly property inventory with zero losses
- Completed weekly maintenance of four vehicles
- Range Safety Officer on more than 30 target ranges

Basic Combat Training, U.S. Army, Fort Knox, Kentucky October 2000 – March 2001

- Completed 16 weeks of basic military skills, discipline, and duties and responsibilities of a Reconnaissance and Surveillance Specialist

Education

Doctor of Business Psychology May 2015 – May 2019

Chicago School of Professional Psychology; Ph.D. Candidate

Master of Business Administration March 2014 – May 2015

Trident University; Graduated Magna Cum Laude

Awarded Honorable MBA (EBV Program) August 2014 – November 2014

Purdue University

Bachelor of Science in Business Administration December 2008 – September 2013

Trident University; Graduated Summa Cum Laude

Military Training

- Structured Self-Development IV, Afghanistan, 2012
- Transportation of Hazardous Materials, Fort Bragg, NC, 2010
- Senior Leader's Course, Fort Benning, GA, 2010
- Air Movement of Hazardous Materials, Fort Bragg, NC 2010
- Pathfinder Course, Fort Bragg, NC, 2010



- Equal Opportunity Leader's Course, Fort Bragg, NC, 2008
- DIA/CIA Intelligence Training Course, Fort Bragg, NC, 2006
- Reconnaissance and Surveillance Leader's Course, Fort Benning, GA, 2005
- Advanced Leader's Course, Fort Knox, KY, 2005
- Advanced Airborne School, Fort Bragg, NC, 2004
- Microsoft Office Training, Fayetteville, NC, 2004
- Warrior Leader's Course, Fort Bragg, NC, 2004
- Basic Airborne School, Fort Benning, GA, 2003
- Special Forces Selection and Assessment, Camp McCall, NC, 2003
- Combat Life Saver Course, Fort Polk, LA, 2002
- Air Assault Course, Fort Polk, LA, 2002
- Basic Combat Training, Fort Knox, KY, 2000-2001

Military Awards, Decorations and Badges

- Bronze Star Medal (1 Oak Leaf Cluster)
- Army Commendation Medal for Valor
- Army Commendation Medal (4 Oak Leaf Cluster)
- Army Achievement Medal (1 Oak Leaf Cluster)
- Order of Saint George (Black Medallion)
- Afghanistan Campaign Medal (2 Campaign Stars)
- Iraq Campaign Medal (3 Campaign Stars)
- National Defense Service Medal
- Global War on Terrorism Service Medal
- Global War on Terrorism Expeditionary Medal
- Overseas Service Medal ('3' Device)
- NCO Professional Development Ribbon ('3' Device)
- NATO Medal
- Army Service Ribbon
- United Nations Service Medal
- Humanitarian Aid Service Medal
- Armed Forces Service Medal
- Army Expeditionary Force Medal
- Louisiana Emergency Service Medal
- 2005 82nd Aviation Brigade Non-Commissioned of the Year
- Runner Up, 2005 82nd Airborne Division Non-Commissioned of the Year
- Combat Action Badge
- Master Parachutist Badge
- Senior Parachutist Badge

- Novice Parachutist Badge
- Senior German Parachutist Badge
- Novice German Parachutist Badge
- Canadian Parachutist Badge
- Australian Parachutist Badge
- Pathfinder Badge
- Air Assault Badge
- Driver's Badge
- Presidential Unit Citation (1 Oak Leaf Cluster)
- Meritorious Unit Citation (1 Oak Leaf Cluster)

Certifications

- Entrepreneurship Bootcamp for Veterans, Purdue University, 2014
- Boots to Business, Syracuse University, 2013
- ABC Bartending Course, Charlotte, NC, 2013
- Hazardous Material Handling, Fort Bragg, NC, 2010
- Personal Training Certification, National Academy of Sports Medicine, Fayetteville, NC, 2005

Memberships

- Zino Society, Seattle, WA, 2015 – Present
- Washington Policy Center, Seattle, WA, 2014 – Present
- Vice President of Education, TSPA Toastmasters, Tacoma, WA, 2014 – Present
- Trident University Alumni Association, Cypress, CA, 2014 – Present
- Fayetteville Young Professionals, Fayetteville, NC, 2013 – Present
- Young Professionals of the Puget Sound, Seattle, WA, 2013 – Present
- 82nd Airborne Division Association, Fayetteville, NC, 2004 – Present

Community Contributions

- Start-up coach and mentor, Zino Society, Seattle, WA 2015
- Small business coach and mentor, WA Community Alliance for Self-Help, Seattle, WA 2014
- High Heels for High Hopes Charity Fashion Show, Anchorage, AK, 2013
- Alaska State Fair Food Drive, Palmer, AK, 2013
- Hosted auction for Falcon Children's Home, Dunn, NC, 2011
- Food preparation and serving, Salvation Army Homeless Shelter, Fayetteville, NC, 2010-2011
- Raised \$750 for Homes For Our Troops, Fayetteville, NC, 2011
- Raised \$1,400 for Association of the United States Army, Fort Bragg, NC, 2006



Business Awards & Nominations

- Small Business of the Year Nomination, Fayetteville Chamber of Commerce, 2015
- Professional of the Year Nomination, Fayetteville Chamber of Commerce, 2015
- Entrepreneur of the Year Nomination, Fayetteville Chamber of Commerce, 2015
- Business Plan of the Year, Sam & Marsha Allen Endowment (John Deere), 2015
- Best Social Venture, Citibank Business Plan Competition, 2014
- Best Business Plan & Pitch, Purdue University, 2014
- Grand Prize Winner; Business Plan Competition, Syracuse University, 2013