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KELLIE BEAM
Deputy Clerk

CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

BOARD OF COMMISSIONERS

MEMORANDUM

TO: Facilities Committee Members (Commissioners Adams, Council and Lancaster)

FROM: Kellie Beam, Deputy Clerk to the Board *KB*

DATE: September 29, 2017

SUBJECT: Facilities Committee Meeting – Thursday, October 5, 2017

There will be a regular meeting of the Facilities Committee on Thursday, October 5, 2017 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – September 7, 2017 Regular Meeting **(Pg. 2)**
2. Consideration of Bid Award for Charlie Rose Agri-Expo Center Parking Lot Improvements **(Pg. 10)**
3. Consideration of Professional Services Agreement with Fleming & Associates, PA for Multiple Capital Improvement Projects **(Pg. 16)**
4. Update on Ann Street and Wilkes Road Landfill Operations **(Pg. 23)**
5. Other Items of Business **(NO MATERIALS)**

Cc: Board of Commissioners, County Management, County Legal, County Department Heads, Sunshine List

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CUMBERLAND COUNTY FACILITIES COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
SEPTEMBER 7, 2017 - 8:30 A.M.
MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams
 Commissioner Jeannette Council
 Commissioner Larry Lancaster

OTHER COMMISSIONERS PRESENT:
 Commissioner Jimmy Keefe
 Commissioner Michael Boose

OTHERS PRESENT: Amy Cannon, County Manager
 Melissa Cardinali, Assistant County Manager
 Sally Shutt, Assistant County Manager
 Tracy Jackson, Assistant County Manager
 Rick Moorefield, County Attorney
 Jeffery Brown, Engineering & Infrastructure Director
 Vicki Evans, Finance Director
 Brenda Jackson, Department of Social Services Director
 Deborah Shaw, Budget Analyst
 Heather Harris, Budget Analyst
 Jim Richter, ServiceSource
 Stephanie Schroeder, FTCC
 Candice White, Clerk to the Board
 Kellie Beam, Deputy Clerk to the Board
 Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – AUGUST 3, 2017 FACILITIES COMMITTEE
 REGULAR MEETING

MOTION: Commissioner Lancaster moved to approve the minutes as presented.
SECOND: Commissioner Council
VOTE: UNANIMOUS (3-0)

2. PRESENTATION ON COUNTY GROUP HOME FACILITIES

BACKGROUND:

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The Group Care Program addresses issues and other identified problems by providing youth & their parents or caregivers with a 24-hour program designed to strengthen their relationships. Right Track (boys) and Safe Landing (girls) Group Homes were created in Cumberland County through the use of Juvenile Crime Prevention Council, state/federal foster care and county funds to assist in addressing these needs in the community. The target population is youth aged 13-17 years and their families. The program works closely with Juvenile Court Counselors, Juvenile Assessment Centers, Mental Health professionals, DSS, Schools, Communicare and NC Department of Juvenile Justice affiliated programs. Both group homes are Community Based Alternative facilities, licensed by NC Department of Health and Human Services. The goal of the presentation is to discuss the effectiveness and efficiency of group home services and properties.

RECOMMENDATION/PROPOSED ACTION:

For information only. Proposed recommendations to be submitted at a future committee meeting(s).

Brenda Jackson, Department of Social Services Director, reviewed the background information and recommendation recorded above. Ms. Jackson provided the following presentation:

Overview of County Group Homes

Historical Perspective

- The Group Care Program addresses issues and other identified problems by providing youth and their parents or caregivers with a 24-hour program designed to strengthen their relationships.
- Right Track (boys) and Safe Landing (girls) Group Homes were created in Cumberland County through the use of Juvenile Crime Prevention Council, State/Federal Foster Care and County funds to assist in addressing these needs in the community.
- Both group homes are Community-Based Alternative facilities licensed by NC Department of Health and Human Services.
- Both group homes use the Goal Achievement Program (GAP) and Aggressive Replacement Training (ART) to work with at-risk youth who are referred to the program.
 - GAP is a behavior modification program that provides consequences or rewards based on positive and negative behaviors.
 - ART is designed to train adolescents to cope in an acceptable manner.
- Parents/caretakers and community service providers are encouraged to participate in all programs, medical appointments, school conferences, and be available for home visits.

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- Target Population is youth aged 13-17 years and their families.
- The youth served are....
 - Those who have committed delinquent acts
 - At serious risk of entering the juvenile justice system
 - Runaways
 - At risk of gang activity
 - In need of out of home placement because of their home dynamics
- The program works closely with Juvenile Court Counselors, Juvenile Assessment Centers, Mental Health professionals, DSS, Schools, Communicare and NC Department of Juvenile Justice affiliated programs.
- The average annual cost to operate the group home is approximately:
 - Cost of Operations: FY 17-18
 - DPS/JCPC\$293,855
 - County (incl. State/Fed Rev sources, in-kind, match).....\$431,978
 - Total projected cost.....\$725,833

General Operations

Right Track Group Home (boys)

- Date Opened: March 14, 1979
- Lot Size: 1 acre
- Living Space: 2976 square feet
- Details: 3 bedrooms, 3 baths, 2 offices, full kitchen, dining & laundry room
- Outbuildings: detached garage and utility building

Safe Landing Group Home (girls)

- Date Opened: March 17, 1981
- Lot Size: 5.25 acres
- Living Space: 3,336 square feet
- Details: 4 bedrooms, 3 baths, 2 offices, 1 kitchen, 1 kitchenette, dining room, two car attached garage (624 square feet)
- Outbuildings: pool house with 2 bathrooms, kitchen & meeting area (760 square feet)

Support Services Team

- 1 Full Time Program Manager
- Teen/Delinquency Unit – 13 Total Positions
 - 2 – Full Time Social Work Supervisor III's
 - 11 – Social Workers III's
- Group Care Staff – 21 Total Positions
 - 1 – Full Time Social Work Supervisors III for group care and independent living programs

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- 1 – Full Time Group Care & Delinquency Court Social Worker
- 2 – Full Time Group Home Supervisors (one at each home for day-to-day operations)
- 10 – Full Time Youth Program Assistant;
- 7 – Part Time Hourly Cottage Parents (on-call)

Group Care Staff are responsible for:

- 24-hour, 7 day a week care, including holidays.
- Administering the GAP & ART programs.
- Social Work Service ex. child & family team meetings, parent training, and visitations.
- Utilization of community resources ex: Juvenile Justice, Communicare, Court, Schools,
- After-care for up to one year after discharge.
- Day-to-day operations of the facility including meal prep, housekeeping, supervision, transportation.
- Providing outside programs and extra curriculum activities; such as group cookouts, amusement parks, beaches, historical sites and college tours.

Current Challenges

Over the past year there has been a decline in the number of referrals received for group care placements for girls. There is an average of two youth in the girl's group home per month. Challenges include:

- Placement of girls usually involves runaway behaviors including those involved in human trafficking.
- Under utilization of large property consisting of a separate pool house with a kitchen, two bathrooms and great room.

While the boy's group home referrals have averaged 4-6 referrals Challenges include:

- Court order placement of youth who don't meet the criteria to stay at the group home due to need for higher level placement services as a result of mental health needs.
- Increased need for emergency placement of non-delinquent DSS foster children.
- Youth with history of aggressive/destructive behavior.
- Need for repair/updating the current septic system. Estimated cost \$10,000 to \$15,000.

Risk Factors

Failure to re-evaluate and take action within the upcoming fiscal year will result in....

- The inability to maintain two single sex facilities in an efficient manner, both operationally and fiscally due to the decline in utilization of the girls group home.
- Increased financial needs to change the current operation of both facilities.

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- Inability to address the increased need for emergency placements in the county for DSS foster children.
- Increased licensing and/or MCO requirements to change one facility to a unisex Level III or Emergency home.
 - Having no 24-hour, 7 day a week community alternatives facility in Cumberland County to serve at-risk youth and their parents caregivers.

Future Operations

Next Steps....

- Currently exploring options for changes to address the challenges while improving effectiveness and efficiency of the properties.
- Work involves consultation with County Management, Juvenile Crime Prevention Council, District Court, County Engineering & Infrastructure, NC DHHS-Licensing Unit and Alliance Behavioral Health.
- Recommendations will be submitted to Cumberland County Board of Commissioners through the committee structure.
- Fiscal Year 2017-2018 will be an exploration/transition year and upon approval from all stakeholders propose implementation in Fiscal Year 2018-2019.

Questions and discussion followed. Ms. Jackson stated this item is for information only and recommendations will be brought back to the Facilities Committee at a later date. No action taken.

3. CONSIDERATION OF SUBLEASE REQUEST FROM SERVICESOURCE TO FTCC

BACKGROUND:

ServiceSource is a 501(c) (3) nonprofit organization that leases property owned by Cumberland County located at 600 Ames Street. This property consists of multiple buildings located on a 12.96-acre tract. This organization provides employment, training, habilitation and support services to individuals with disabilities. ServiceSource entered into a ten-year lease with Cumberland County in April of 2012. ServiceSource leases the property for one dollar per year but is responsible for maintenance, improvements and utilities for the property. ServiceSource representatives have been approached by Fayetteville Technical Community College (FTCC) about utilizing the parking area between the metal and wood shop for parking and teaching truck driving. FTCC has also requested to use a portion of the sewing room as a training and storage area.

Paragraph #16 of the lease states: "Assignment: This Lease may not be assigned or subleased in whole or in part without the prior approval of the Cumberland County Board of Commissioners." Therefore, this request is being presented to the Facilities Committee for consideration. ServiceSource representatives have stated that they will

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not be charging rent, but utilities and maintenance if needed. ServiceSource representatives will be present during the meeting to answer any questions that the Committee may have.

RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director and County Management recommend that the Facilities Committee approve ServiceSource's request to allow Fayetteville Technical Community College to utilize space located at 600 Ames Street for truck parking and training and forward it to the Board of Commissioners for its consideration at their September 18, 2017 meeting.

Jeffery Brown, Engineering & Infrastructure Director, reviewed the background information and recommendation as recorded above.

Jim Richter, ServiceSource, and Mr. Brown discussed the location and specifics of the request to allow FTCC to use space at 600 Ames Street. Questions and discussion followed.

MOTION: Commissioner Council moved to recommend to the full board approval of ServiceSource's request to allow Fayetteville Technical Community College to utilize space located at 600 Ames Street for truck parking and training.

SECOND: Commissioner Lancaster

VOTE: UNANIMOUS (3-0)

4. CONSIDERATION OF BID APPROVAL PROCESS FOR APPROVED CIP FINANCE PROJECTS

BACKGROUND

The Engineering & Infrastructure Department's protocol is to place the consideration of construction contracts on the Facilities Committee agenda and then forward them to the full Board of Commissioners for approval unless there are project deadlines that may necessitate going directly to the full Board of Commissioners.

The Engineering & Infrastructure Director requests that CIP projects that are part of the installment financing plan go directly to the full Board of Commissioners for approval of construction contracts if the timing for approval does not align with the scheduled Facilities Committee meetings. Our department's goal will be to move as many projects through our committee process as possible.

In addition, our Department feels that quarterly updates on CIP projects will be necessary to keep the Facilities Committee abreast of the status of the projects. This will provide staff an opportunity to discuss any changes in scope and provide scheduled updates for all projects.

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RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director along with County Management recommend that the Facilities Committee consider allowing requests for CIP projects that are part of the installment financing plan go directly to the full Board of Commissioners for approval of construction contracts if the timing for approval does not align with the scheduled Facilities Committee meetings.

Mr. Brown reviewed the background information and recommendation as recorded above. Mr. Brown stated the goal is to still bring all bid approvals directly to the Facilities Committee but this is just for the rare exceptions when the timing does not align with a scheduled meeting. Commissioner Keefe stated when something like this is passed the case by case basis becomes normal protocol over time. Commissioner Adams stated criteria could be set to do it on an emergency basis.

Commissioner Adams recommended that in the event CIP projects that are part of the installment financing plan do not have enough time to go through the approval process at a scheduled Facilities Committee meeting that a special Facilities Committee meeting be called to consider approval of the construction contract. The consensus of the Facilities Committee was to follow Commissioner Adams recommendation.

Mr. Brown stated moving forward he plans to provide a quarterly update to the Facilities Committee on capital improvement items to keep the board informed of the status of those projects.

5. UPDATE ON THE OVERHILLS PARK WATER AND SEWER DISTRICT SEWER CONSTRUCTION PROJECT

BACKGROUND

The Board of Commissioners (BOC) accepted and awarded the contract to construct the sanitary sewer system for the Overhills Park Water and Sewer extension at their August 1, 2016 meeting contingent upon Local Government Commission and USDA approval. The USDA approved the contract on October 26, 2016; therefore the Notice to Proceed (NTP) was not issued until November 14, 2016 giving Park Construction a substantial completion date of November 14, 2017. Construction of the project is approximately 75% complete with all the main sewer lines and manholes having been installed except for the lines on E. Manchester Road.

However, a delay is expected involving the sewer mains on E. Manchester as a redesign is necessary to avoid an existing 36-inch pressurized sewer force main that transfers

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sewer from Fort Bragg to Harnett County. The only option at this point is to reroute the sewer mains and obtain easements for six properties along the new route.

Staff has met with the Legal Department to discuss the process to acquire the easements needed to provide sewer service to the six (6) properties on the east end of East Manchester. Once the easement plats are received from the design engineer, we will work diligently to obtain the necessary easements. If the easements can be secured in a timely manner and no other issues arise, the revised substantial completion date is January 23, 2018 with a revised completion date of February 22, 2018.

RECOMMENDATION/PROPOSED ACTION:

No action needed, this is for informational purposes only.

Mr. Brown reviewed the background information and recommendation as recorded above. Discussed and questions followed. Mr. Brown stated this item is for information only. No action taken.

6. OTHER ITEMS OF BUSINESS

No other items of business.

MEETING ADJOURNED AT 9:43 AM.



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NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

MEMO FOR THE AGENDA OF THE
OCTOBER 5, 2017 MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER 

DATE: SEPTEMBER 28, 2017

SUBJECT: CONSIDERATION OF BID AWARD FOR CHARLIE ROSE
AGRI-EXPO CENTER PARKING LOT IMPROVEMENTS

Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR

Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

The repairs/resurfacing of the parking lot at the Charlie Rose Agri-Expo Center is a project that was identified as part of the Parking Lot/Repair Capital Improvement Plan (CIP). On August 17, 2015, the Board of Commissioners adopted a reimbursement resolution allowing projects to get started in advance of the planned installment financing plan which was approved on September 12, 2017 by the Local Government Commission (LGC). The repaving of the parking lot at the Charlie Rose Agri-Expo Center was a project identified as a high priority on the list of CIP paving projects.

A pre-bid meeting was held on September 18, 2017, in which all local contractors were invited to attend. Informal bids were received on September 28, 2017 for the repairs/resurfacing of the Charlie Rose Agri-Expo Center parking lot. The certified bid tab along with a letter of recommendation from Draper Aden Associates, the project engineer, have been attached. The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc in the amount of \$135,331.29.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their October 16th meeting

1. Accept the bids for the repairs/resurfacing of the parking lot at the Charlie Rose Agri-Expo Center and award a contract to Diamond Constructors, Inc. in the amount of \$135,331.29.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.



Draper Aden Associates

Engineering • Surveying • Environmental Services

230 Donaldson Street, Suite 500A
Fayetteville, North Carolina
(910) 486-0700
www.daa.com

September 28, 2017

Jeffery Brown, PE
Cumberland County Engineering & Infrastructure
130 Gillespie Street
Fayetteville, NC 28301

Re: Parking Lot Improvements
Agriculture Center – Crown Center Complex
Fayetteville, NC

Dear Jeffery:

The County received three bids for the above referenced project which were publicly opened and read at 11:00 AM on Thursday, September 28, 2017. The results of the bids are as follows:

- Diamond Constructors \$135,331.29
- Highland Paving \$148,128.00
- Barnhill Contracting \$196,278.50

We have examined each bid and have checked the totals of the unit price extensions to verify the above bid totals. Based on our review, we recommend the County award a construction contract to Diamond Constructors in the amount of \$135,331.29.

Attached for your records are the originals of the bids that were received as well as a copy of the bid tabulation. Please contact us if you have any questions or require additional information.

Sincerely,

DRAPER ADEN ASSOCIATES

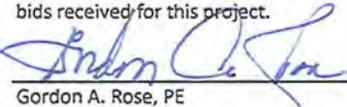
Gordon A. Rose, P.E., LEED AP
Senior Project Manager

Parking Lot Improvements: Old County Courthouse

Bids taken September 28, 2017

Description	Quantity	Unit	Diamond Constructors		Highland Paving		Barnhill Contracting	
			Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
Mobilization, Insurance, etc.	1	LS	\$3,446.79	\$3,446.79	\$4,260.00	\$4,260.00	\$14,500.00	\$14,500.00
Inlet Protection	1	LS	\$300.00	\$300.00	\$1.00	\$1.00	\$500.00	\$500.00
Remove existing asphalt	225	CY	\$29.00	\$6,525.00	\$60.00	\$13,500.00	\$46.50	\$10,462.50
Remove base to a depth of 2"	225	CY	\$29.00	\$6,525.00	\$46.00	\$10,350.00	\$46.50	\$10,462.50
Demolition of sidewalk	205	SF	\$1.95	\$399.75	\$9.00	\$1,845.00	\$16.50	\$3,382.50
Demolition of curb & gutter	9	LF	\$50.00	\$450.00	\$23.00	\$207.00	\$50.00	\$450.00
Remove handicap parking signs	5	EA	\$25.00	\$125.00	\$66.00	\$330.00	\$65.00	\$325.00
Fine Grade & Compact Existing Base course	4,400	SY	\$1.05	\$4,620.00	\$1.50	\$6,600.00	\$3.60	\$15,840.00
Surface Course, 2" S9.5B	440	Tons	\$98.00	\$43,120.00	\$92.50	\$40,700.00	\$122.00	\$53,680.00
Intermediate Course, 2" I19.0B	440	Tons	\$98.00	\$43,120.00	\$92.50	\$40,700.00	\$122.00	\$53,680.00
Thermoplastic pavement lines	2,300	LF	\$1.47	\$3,381.00	\$1.50	\$3,450.00	\$1.47	\$3,381.00
Thermoplastic handicap symbols	8	EA	\$450.00	\$3,600.00	\$450.00	\$3,600.00	\$450.00	\$3,600.00
Handicap signs	8	EA	\$185.00	\$1,480.00	\$185.00	\$1,480.00	\$185.00	\$1,480.00
Sidewalk repair	205	SY	\$12.75	\$2,613.75	\$20.00	\$4,100.00	\$32.00	\$6,560.00
Curb & Gutter & Ribbon curb	255	LF	\$25.00	\$6,375.00	\$31.00	\$7,905.00	\$35.00	\$8,925.00
Landscaping (including grass, trees, shrubs, etc.)	1	LS	\$9,250.00	\$9,250.00	9100	\$9,100.00	9050	\$9,050.00
Total Bid				\$135,331.29		\$148,128.00		\$196,278.50

This is to certify that the bids tabulated herein were publicly opened and read aloud at 11:00 AM on September 28, 2017 at the offices of the Cumberland County Engineering Department and that this is a true and correct tabulation of those bids received for this project.


 Gordon A. Rose, PE

9/28/17
 Date



Existing Parking Lot Repairs
Agriculture Center - Crown Center Complex
Bids Opened: 11:00 AM, September 28, 2017

Contractor	Total Bid
Barnhill Contracting Company	\$196,278. ⁵⁰
Diamond Constructors Inc	\$135,331. ²⁹
Highland Paving Company	\$148,128. ⁰⁰



CHARLIE ROSE AGRI-EXPO PARKING LOT



CUMBERLAND
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NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Engineering Division · Facilities Management Division · Landscaping & Grounds Division · Public Utilities Division

MEMO FOR THE AGENDA OF THE
OCTOBER 5, 2017 MEETING OF THE FACILITIES COMMITTEE

TO: FACILITIES COMMITTEE MEMBERS

FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR

THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER

DATE: SEPTEMBER 28, 2017

SUBJECT: CONSIDERATION OF PROFESSIONAL SERVICES
AGREEMENT WITH FLEMING & ASSOCIATES, PA FOR
MULTIPLE CAPITAL IMPROVEMENT PROJECTS

Requested by: JEFFERY P. BROWN, PE, E & I DIRECTOR

Presenter(s): JEFFERY P. BROWN, PE, E & I DIRECTOR

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

On October 20, 2014, the Board of Commissioners approved a Professional Services Agreement with Fleming & Associates, PA to complete roof and building envelope assessments for all County facilities. These assessments were completed and delivered to the County in the spring of 2015. Included as part of this assessment was a list of proposed recommended improvements that were utilized to develop the Capital Improvement Plan for roofs and building exteriors.

The Engineering & Infrastructure Department selected Fleming & Associates, PA from the list of professional service consultants that the Board of Commissioners approved on December 3, 2015 to provide the needed engineering services for roof improvements at the Crown Coliseum, Crown Expo and the Historic Courthouse. Fleming & Associates, PA has proposed a cost of \$177,590 for the necessary professional services required to complete these projects. The cost proposal has been attached for your convenience.

RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the Professional Services Agreement with Fleming & Associates, PA and place it on the agenda of the October 16, 2017 Board of Commissioners Meeting for approval.



Principals: Stephen Fleming, PE, RRC, REWC ■ J. Ben Rogers, PE ■ Sarah Duncan, PE ■ John Kells, PE, SE

September 18, 2017

Jeffery Brown, PE / Engineering & Infrastructure Director
Cumberland County
130 Gillespie Street
Fayetteville, NC 28301

Re: Crown Coliseum Partial Roof Replacement, Crown Expo Center Flashing Repairs, and
Historic Courthouse Parapet Flashing
Our Job No. 17-122

Mr. Brown,

As requested by you, the following design proposal is submitted for the above-referenced roof projects.

Crown Coliseum

Our office's 2015 report recommended a cost per square foot of \$7.50, excluding engineering fees, contingency, and construction inflation. At this time, we recommend including in the budget an increase of 14% due to construction inflation, a 3% allowance to replace wet insulation, a 5% contingency allowance, and 10% engineering fee. This leads to a cost per square foot of \$8.78. The roof area provided to our office as part of RTD's 2003 assessments is 166,370 square feet. Based on the above information, we recommend the following budget:

Construction Cost	\$1,459,897.00
Contingency Allowance	\$72,995.00
Engineering Fee	\$145,990.00
Total	\$1,678,882.00

Crown Exposition Center

The project consists of limited repairs to parapet flashing only. We recommend the following budget:

Construction Cost	\$16,000.00
Contingency Allowance	\$800.00
Engineering Fee	\$1,600.00
Total	\$18,400.00

Historic Courthouse

The project has an increased scope of work beyond the costs included in the 2015 report. The proposed work includes coating visible parapets, installing a metal rain screen at parapets not visible from grade, new perimeter coping metal, and modifications to penthouse doors to prevent

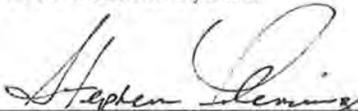
water infiltration. Due to the complexity of the work, increased contingency allowance and engineering fees are recommended. We propose the following budget:

Construction Cost	\$200,000.00
Contingency Allowance	\$20,000.00
Engineering Fee	<u>\$30,000.00</u>
Total	\$250,000.00

The three projects will be bid together in one package. The following services are included: production of drawings and project manual, including front end documents, advertising, bidding, submittal review, and construction administration. Materials testing, such as asbestos, and reproduction of hard copies of bid documents are excluded from this contract.

If you have any questions, please contact my office.

FLEMING & ASSOCIATES, P.A.

Offered By: 
Stephen Fleming, PE, RRC, RLEWC

Accepted By: _____

Date: 9/18/2017

Date: _____

**STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND**

SERVICE AGREEMENT

This Agreement, made this the 16th day of October 2017, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Fleming & Associates, P.A., a consulting engineer with an office located at 1004 Hay Street, Fayetteville, NC, hereinafter referred to as ENGINEER.

WITNESSETH

WHEREAS, the COUNTY wants to complete roof design and roof improvements for the Crown Coliseum, Crown Expo Center and the Historic Courthouse; and

WHEREAS, the ENGINEER is qualified to perform the roof design and roof improvements for the COUNTY; and

WHEREAS, the ENGINEER has represented that it can provide qualified services which will meet the needs of the COUNTY; and

WHEREAS, the services are of a technical nature and are temporary in character; and

WHEREAS, funds are available in the project budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase and the ENGINEER agrees to provide the necessary engineering services for this project as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, June 30, 2018, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;
The ENGINEER has completed all services required.

The ENGINEER failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.

The COUNTY shall have given the ENGINEER seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the ENGINEER for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: ENGINEER shall perform such expert and technical services as are indicated in the proposal from Fleming & Associates, P.A., dated September 18 2017, attached and incorporated herein. ENGINEER warrants that it shall perform such ancillary work as may be necessary to insure the effective performance of the services cited above. Insofar as practical, the ENGINEER shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

PRICE: Compensation for services rendered shall be on a fixed fee as outlined in the proposal. The total contract price shall not exceed \$177,590 without the authorization from the County Manager.

PAYMENT: The COUNTY shall pay the ENGINEER within 15 working days of receipt of invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The ENGINEER shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The ENGINEER agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the Engineering & Infrastructure (E&I) Director as its exclusive agent with respect to this Agreement. The E&I Director is authorized, on behalf of the COUNTY, to negotiate directly with the ENGINEER on all matters pertaining to this Agreement. The ENGINEER agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the E&I Director. Further, the ENGINEER specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

NOTICES: Any notices to be given by either party to the other under the terms of this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgment of receipt, or mailed by certified mail return receipt requested to the other party at the following addresses or to such other addresses as either party from time to time may designate in writing to the other party for receipt of notice:

ENGINEER:
Fleming & Associates, P.A.
1004 Hay Street
Fayetteville, NC 28305

COUNTY:
Jeffery P. Brown, Engineering & Infrastructure Director
P.O. Box 1829
Fayetteville, NC 28302

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: ENGINEER is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or in behalf of the COUNTY. The relationship of ENGINEER with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

NON-APPROPRIATION CLAUSE: This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY18.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 16th day of October, 2017, by their respective duly authorized representatives.

ATTEST

BY: _____
Clerk to the Board of Commissioners

COUNTY

BY: _____
Glenn B. Adams, Chairman to the Board

ATTEST

BY: _____

FLEMING & ASSOCIATES, P.A.

BY: _____
Steve Fleming

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

MELISSA CARDINALI
County Finance Office

Approved for Legal Sufficiency
COUNTY ATTORNEY'S OFFICE

 Renewable Nonrenewable
Expiration Date:

AMY H. CANNON
County Manager

MELISSA C. CARDINALI
Assistant County Manager



ITEM NO. 4

DUANE T. HOLDER
Assistant County Manager

TRACY JACKSON
Assistant County Manager

SALLY S. SHUTT
Assistant County Manager



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE OCTOBER 5, 2017
MEETING OF THE FACILITIES COMMITTEE**

TO: MEMBERS OF THE FACILITIES COMMITTEE

FROM: TRACY JACKSON, ASST. COUNTY MANAGER (TJ)

THROUGH: AMY CANNON, COUNTY MANAGER

DATE: SEPTEMBER 28, 2017

SUBJECT: UPDATE ON ANN STREET AND WILKES ROAD LANDFILL OPERATIONS

Requested by: Tracy Jackson, Asst. County Manager

Presenter(s): Jerod Roberts, Solid Waste Director

Estimate of Committee Time Needed: 20 Minutes

BACKGROUND:

Jerod Roberts, Director of Solid Waste, will provide an update regarding current and future projects and challenges at the Ann Street Landfill and the Wilkes Road Compost Facility.

RECOMMENDATION/PROPOSED ACTION:

No action is requested now. This is for information only.