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CANDICE WHITE
Clerk to the Board

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: March 31, 2017

SUBJECT: Facilities Committee Meeting – Thursday, April 6, 2017

There will be a regular meeting of the Facilities Committee on Thursday, April 6, 2017 at 8:30 AM in Room 564 of the Cumberland County Courthouse.

AGENDA

1. Approval of Minutes – January 5, 2017 Facilities Committee Regular Meeting **(Pg. 2)**
2. Consideration of Approval of Contract for Subtitle D Landfill Expansion **(Pg. 6)**
3. Consideration of Approval for First Steps in Public Water's Role in Strategic Economic Development within Cumberland County **(Pg. 17)**
4. Consideration of Approval of Renewal of Leased Property for Foster Care Family Visitation **(Pg. 19)**
5. Other Items of Business **(NO MATERIALS)**

Cc: Board of Commissioners
County Management
County Legal
County Department Heads

DRAFT

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

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

OTHER COMMISSIONERS PRESENT:
Commissioner Jimmy Keefe
Commissioner Marshall Fairecloth
Commissioner Charles Evans
Commissioner Michael Boose

OTHERS PRESENT: Amy Cannon, County Manager
Tracy Jackson, Assistant County Manager
Melissa Cardinali, Assistant County Manager
Sally Shutt, Governmental Affairs Officer
Rick Moorefield, County Attorney
Jeffery Brown, Engineering & Infrastructure Director
Vicki Evans, Finance Director
Candice White, Clerk to the Board
Kellie Beam, Deputy Clerk to the Board
Press

Commissioner Glenn Adams called the meeting to order.

1. ELECTION OF FACILITIES COMMITTEE CHAIRMAN

MOTION: Commissioner Lancaster moved to elect Commissioner Adams the
Chairman of the Facilities Committee.
SECOND: Commissioner Council
VOTE: UNANIMOUS (3-0)

2. APPROVAL OF MINUTES – NOVEMBER 3, 2016 FACILITIES
COMMITTEE REGULAR MEETING

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

DRAFT

3. CONSIDERATION OF DISTRICT COURT FACILITIES RENOVATION REQUESTS

BACKGROUND

This item was previously considered at the November 3, 2016 Facilities Committee Meeting and is being brought back to the committee as a result of a letter submitted by Judge Stiehl dated December 14, 2016. The letter outlines four possible options for an additional hearing room:

1. Utilize Room 207 and add new furnishings, a raised floor for the bench, computers, recording capability and the addition of another entry door located off the current waiting area.
2. Utilize Room 207 and add new furnishings, a raised floor for the bench, computers, recording capability, but expand the size of the room by removing an existing wall and add an entry door.
3. Utilize Courtroom 2B when this space is open and unscheduled.
4. Establish a juvenile hearing room off-site at the DSS building.

RECOMMENDATION/PROPOSED ACTION:

These options are being submitted for the Facilities Committee's consideration.

Tracy Jackson, Assistant County Manager, reviewed the background information and recommendation as recorded above. Mr. Jackson provided a presentation regarding options for an additional Juvenile Hearing Room.

Mr. Jackson stated Option #1 is to continue using room 4C. Mr. Jackson stated the advantages would be: no construction required except bars over windows and the room could be used more than two weeks per month. Mr. Jackson stated the disadvantages would be: doesn't allow for all juvenile court functions to be on the same floor, public seating would need to be added to the fourth floor and special sessions would need to be moved to the Grand Jury Room.

Mr. Jackson stated Option #2 would be to use room 2B. Mr. Jackson stated the advantages would be: no construction required, it would keep juvenile court functions on the same floor and it could be used more than two weeks per month. Mr. Jackson stated the disadvantages would be: limited to afternoons two weeks per month and it could lead to court related work after 5:30 p.m.

Mr. Jackson stated Option #3 would be to utilize room 207. Mr. Jackson stated the advantages would be: it would keep all juvenile court functions on the same floor. Mr. Jackson stated the disadvantages would be: it would be the most costly option due to construction costs, it would be the most disruptive option due to construction and it would utilize the existing break room for a holding area.

DRAFT

Ms. Cannon stated staff's recommendation is option #1 to utilize room 4C on the 4th floor which can be used all day and all month. Ms. Cannon stated this option would require installing bars on the windows which would be a minimal cost. Ms. Cannon further stated the special proceedings that are currently held in room 4C can be held in the Grand Jury Room so that the Grand Jury Room is utilized more than once a month to maximize the use of this area.

Commissioner Adams stated a long term goal could possibly be to move the Juvenile Hearing Room to the old Board of Elections building because there is already a vault in that building and the files could be kept there and use it as a courtroom.

Commissioner Keefe stated there should be consideration to having a small area at Juvenile Services to cut down operational cost of transporting the detainees to the courthouse. Ms. Cannon stated we have not considered that option. Ms. Cannon further stated it is a state facility but staff can inquire about space at Juvenile Services and connectivity about records to explore the option. Ms. Cannon stated staff will contact the director and explore the option.

MOTION: Commissioner Lancaster stated while staff is exploring Commissioner Keefe's suggestion about utilizing Juvenile Services he would like to move to recommend to the full board approval of staff's recommendation of option #1 to use 4C for a juvenile hearing room.

SECOND: Commissioner Council

VOTE: (3-0) UNANIMOUS

4. APPROVAL OF CONTRACT FOR FLOOD DAMAGE REPAIRS AT HEADQUARTERS LIBRARY

BACKGROUND:

The lower level of the Headquarters Library located at 300 Maiden Lane received approximately 5" of water inside the facility during Hurricane Matthew. Belfor, which is a disaster recovery and property restoration company, was hired to remove damaged materials and contents and clean the impacted area. The lower level is now ready for repairs to begin.

A pre-bid meeting was held with local contractors on December 15th at 9:00 a.m. to review and discuss the needed repairs. Informal bids are scheduled to be received on January 3, 2017 at 2:00 p.m. for the flood damage repairs. The received bids will be presented to the Facilities Committee on January 5th along with a recommendation to award a contract to the lowest responsible and responsive bidder. The Committee will also be asked to establish a contingency amount for the project.

RECOMMENDATION/PROPOSED ACTION:

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The Engineering & Infrastructure Director along with the County Management recommends that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their January 17th meeting.

1. Award a contract to the lowest responsible and responsive bidder.
2. Establish a contingency amount to be used for additional work recommended by the Engineering and Infrastructure Director and approved by the County Manager.
3. Approval of associated budget revision.

Mr. Brown reviewed the background and recommendation as recorded above. Mr. Brown stated the low bid was received from H2 Contracting, LLC in the amount of \$135,482.00. Mr. Brown stated staff recommends to the Facilities Committee approve awarding a contract to H2 Contracting, LLC in the amount of \$135,482.00 and to establish a contingency in the amount of \$13,500. In addition, staff recommends the committee approve the budget ordinance amendment B170020 in the amount of \$148,982 to recognize insurance reimbursement for maintenance and repair of buildings for flood related repairs to the Headquarters Library.

MOTION: Commissioner Lancaster moved to award a contract to H2 Contracting, LLC in the amount of \$135,482 and establish a contingency in the amount of \$13,500 and approve the budget ordinance amendment B170020 in the amount of \$148,982 to recognize insurance reimbursement for maintenance and repair of buildings for flood related repairs to the Headquarters Library.

SECOND: Commissioner Council

VOTE: (3-0) UNANIMOUS

5. OTHER ITEMS OF BUSINESS

There were no other items of business.

MEETING ADJOURNED AT 9:02 AM.



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

**MEMO FOR THE AGENDA OF THE
APRIL 6, 2017 MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS
FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR
THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER 10
DATE: MARCH 29, 2017
SUBJECT: CONSIDERATION OF APPROVAL OF CONTRACT FOR
SUBTITLE D LANDFILL EXPANSION

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:

At the November 7, 2016 Board of Commissioners meeting, the Board approved a Contractor Prequalification Policy along with the assessment tool to be used for evaluating contractors' qualifications in order to be considered qualified to bid on the construction of cells #9 and #10 for the Ann Street Subtitle D Landfill. The pre-qualification advertisement was posted in early December with submittals due December 22nd. Seven contractors submitted their qualifications for review and consideration. Out of the seven contractors, only two were from North Carolina (Guilford County and North Hampton County). Please keep in mind that landfill cell construction is considered specialty work and there is not an abundance of contractors with this type of experience. Out of the seven contractors that submitted their qualifications, there was only one contractor that failed to demonstrate that they had the required experience to construct the new cells.

A pre-bid meeting was held at the Ann Street facility on March 1st to review the project scope with the project engineer as well as give the qualified contractors an opportunity to review the site and ask questions. A bid opening was held on March 15th. Only four of the six prequalified firms submitted bids for the project. The certified bid tabulation from CDM Smith along with a letter of recommendation to award the contract to the lowest responsible and responsive bidder has been attached. The lowest bid was submitted by Sargent Corporation based out of Stillwater, ME in the amount of \$7,725,703.79 which includes two add items that have been elected to be included in the overall project. One item is for improvements to the existing leachate collection system and the second item involves repairs to the existing concrete perimeter access road. Sargent Corporation has committed that 10% of the overall contract will be dedicated to

subcontracts with minority businesses as defined by GS 143-128.2(g). Most of this (\$700,000) will be with Ready Haul Trucking, Inc. which is located in Fayetteville.

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 April 18th meeting

1. Accept the bids for the Subtitle D Landfill Expansion Project and award a contract to Sargent Corporation in the amount of \$7,725,703.79.



5400 Glenwood Avenue, Suite 400
Raleigh, North Carolina 27612
tel: 919 325-3500
fax: 919 781-5730

March 29, 2017

Mr. Jeffery Brown, P.E.
Engineering and Infrastructure Director
Cumberland County
698 Ann Street
Fayetteville, North Carolina 28301

Subject: Bid Evaluation and Recommendation
Cumberland County Landfill
Phase IV Subtitle D Landfill Expansion Construction Project
Cumberland County, North Carolina

Dear Mr. Brown:

CDM Smith Inc. (CDM Smith) is pleased to submit this bid evaluation and recommendation for lowest responsible bidder for the Cumberland County Phase IV Subtitle D Landfill Expansion Construction Project (Project). Cumberland County (County) pre-qualified six contractors for this Project. The six pre-qualified contractors were Atlantis Commercial Group, Inc. (Atlantis), Bentley Development Co., Inc., Glover Construction Co., Inc. (Glover), Morgan Corporation, Sargent Corporation (Sargent), and Shamrock Environmental Corporation (Shamrock). Only contractors that were prequalified were able to submit a bid package for the Project.

Bids were received and publicly opened for the Project on Wednesday, March 15, 2017 at 2:00 pm in the Solid Waste Administrative Office. Atlantis, Glover, Sargent, and Shamrock submitted bids for the Project.

The Project was advertised with two options for the landfill bottom composite liner system. The base bid system consists of a 24-inch minimum compacted clay layer with a maximum hydraulic conductivity of 1.0×10^{-7} cm/s and a 60-mil textured high-density polyethylene (HDPE) geomembrane liner. The alternative liner system consists of an 18-inch minimum compacted low-permeability soil layer with a maximum hydraulic conductivity of 1.0×10^{-5} cm/s, a geosynthetic clay liner, and 60-mil textured HDPE geomembrane liner.

Our bid summary, evaluation, and recommendation is provided below.

Bid Summary

The base bid work to be performed under this contract generally includes construction of the 14-acre Phase IV Subtitle D landfill disposal area, with a composite bottom liner system, leachate collection





Mr. Jeffery Brown
March 29, 2017
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system, excavation and backfill, erosion and sedimentation control, stormwater management systems, access roads, and other incidentals as provided in the bid documents. The Project also includes the following "Add/Deduct" bid items:

- Furnish and Install Leachate Pond Area Improvements; and
- Repair and/or Replace Damaged Portions of the Phase I and II Concrete Perimeter Access Road.

The acceptance of these Add/Deduct bid items is at the discretion of the County.

As indicated in the specifications the Project was bid with a Base Bid, one Bid Alternate, and two "add/deduct" bid items. The Base Bid requires the construction of a regulatory minimum bottom liner system including 24-inches of 1×10^{-7} cm/s clay liner. The Bid Alternate requires an alternative bottom liner system of 18-inches of 1×10^{-5} centimeters per second (cm/s) low-permeability soil material overlain by a geocomposite clay liner.

During the bid process, contractors were notified, via Addendum #1, that the County shall award the Contract to the successful bidder based upon the sum of either the Base Bid Total or Bid Alternate Total plus such Add items accepted at the County's discretion.

Bid Evaluation

CDM Smith evaluated each bid package to confirm that all information was submitted as required by Project specification Sections 00100 and 00300. A summary of the information required to be submitted with each bid along with the bid amounts is provided in **Exhibit 1**. As shown in Exhibit 1, each contractor submitted all required information.

Each bid has been reviewed for mathematical errors and other discrepancies. The following mathematical errors were found:

- Glover's submitted bid form amounts for the Base Bid and Alternate Bid totals were summed incorrectly. Each value was \$52,000 higher than our bid tabulation.
- Shamrock incorrectly totaled bid Item 24. The correct value is \$3,000 less. Shamrock's base bid and alternate bid totals were adjusted accordingly in our bid tabulation.
- Shamrock totals for the Alternate Bid Subtotal, 2.5% Owner's Allowance for the Alternate Bid, and the Alternate Bid total were each summed incorrectly. Each value was incorrect by less than \$100.

Lump sum costs provided by Sargent for bid items 15 and 17 were significantly higher than the other three bids, and the costs were not reflective of the scope of work. CDM Smith discussed these bid items with Sargent on March 24, 2017. Sargent clarified that during the preparation of their bid



Mr. Jeffery Brown
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certain costs associated with subcontractor mobilization/demobilization, quality control testing, general conditions, and other incidentals were included in bid items 15 and 17 instead of bid item 34 - miscellaneous work and cleanup. Sargent agreed that payment requests for these bid items will be spread out over several monthly pay applications. The certified bid tabulation is provided in **Exhibit 2**. A summary of the bids are provided below.

Base Bid and Bid Alternate

- Base Bid Total with 2.5% Owner's Allowance

Sargent	\$7,311,203.79
Atlantis	\$7,903,932.34
Glover	\$8,953,146.68
Shamrock	\$10,247,437.50

- Bid Alternate Total with 2.5% Owner's Allowance

Sargent	\$7,468,951.29
Atlantis	\$7,896,921.34
Glover	\$9,117,905.18
Shamrock	\$8,070,522.00

Add/Deducts

- Total Add/Deducts

Sargent	\$414,500.00
Atlantis	\$420,261.00
Glover	\$445,000.00
Shamrock	\$452,323.00

Project Total (Base Bid plus Add/Deducts)

Sargent	\$7,725,703.79
Atlantis	\$8,324,193.34
Glover	\$9,398,146.68
Shamrock	\$10,699,760.50

Recommendation

Sargent's bid appears to reflect reasonable costs for the project work as described in the bid documents. CDM Smith recommends Sargent as the low responsive bidder and recommends that the County award Sargent the contract for the Project based on the Total Base Bid price of \$7,311,203.79. CDM Smith also recommends including Add/Deduct bid items #40 and 41 as part of the Project contingent upon the County's evaluation of the costs. If the County accepts all the Add/Deduct bid items, the Project contract price shall be \$7,725,703.79.



Mr. Jeffery Brown
March 29, 2017
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Our recommendation is contingent upon the County's determination that Sargent is in compliance with the Minority Business Enterprise Contract Provisions (Section 00310) as set forth in the project specifications, and that the County has no questions or comments regarding the information provided herein.

CDM Smith appreciates the opportunity to continue to assist Cumberland County with its solid waste management program. If you have any questions or require further explanation, please do not hesitate to contact us.

Sincerely,

A handwritten signature in cursive script, appearing to read "Aaron Weispfenning".

Aaron M. Weispfenning, P.E.
CDM Smith Inc.

cc: J. Roberts, Cumberland County
M. Sanford, CDM Smith

Exhibit 1 - Bid Summary
 Cumberland County, North Carolina
 Phase IV Subtitle D Landfill Expansion

Contractor	Contractor License Number	Addenda 1 and 2	Bid Bond (00410)	Power of Attorney	MBE Forms (00310)	Section 00315	Non-Collusive Affidavit (00480)	E-Verify Affidavit (00481)	Authority to Execute (00485)	Base Bid Total	Bid Alternate Total	Total Item #40 (Leachate Pond Area Improvements)	Total Item #41 (Existing Concrete Road Repairs)
Atlantis Commercial Group, Inc.	75273	✓	✓	✓	✓	✓	✓	✓	✓	\$7,901,937.34	\$7,896,931.34	\$81,158.00	\$333,105.00
Glover Construction Company, Inc.	15019	✓	✓	✓	✓	✓	✓	✓	✓	\$9,008,446.68	\$9,171,705.18	\$75,000.00	\$370,000.00
Sargent Corporation	65779	✓	✓	✓	✓	✓	✓	✓	✓	\$7,311,203.79	\$7,466,951.29	\$100,000.00	\$314,500.00
Shamrock Environmental Corporation	47513	✓	✓	✓	✓	✓	✓	✓	✓	\$10,247,437.50	\$8,070,583.50	\$71,223.00	\$381,100.00

- Notes:
1. The Base Bid Total includes a 2.5% owner's allowance.
 2. The Bid Alternate Total includes a 2.5% owner's allowance.
 3. Items 40 and 41 are Add/Deduct items.
 4. MBE - Minority Business Enterprise

Exhibit 2 - Bid Tabulation
Cumberland County, North Carolina
Cumberland County Landfill - Phase IV Subtitle D Landfill Expansion

Item	Item Description	Units	Scheduled Quantity	Atlantis Commercial Group		Glover Construction		Sargent Corporation		Shamrock Environmental	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
Earthwork											
1	Removal of Vegetation, Trees, Shrubs and Topsoil	AC	19	\$ 8,800.00	\$ 167,200.00	\$ 10,000.00	\$ 190,000.00	\$ 4,200.00	\$ 79,800.00	\$ 4,333.00	\$ 82,327.00
2	Excavation and Stockpiling of Soil Material associated with the Phase IV Work	CY	39,100	\$ 3.55	\$ 138,805.00	\$ 5.00	\$ 195,500.00	\$ 2.00	\$ 78,200.00	\$ 6.00	\$ 234,600.00
3	Undercut and Stockpile Unsuitable Soil Material and Backfill Undercut Area with Suitable Soils	CY	12,000	\$ 11.10	\$ 133,200.00	\$ 30.00	\$ 360,000.00	\$ 17.50	\$ 210,000.00	\$ 9.20	\$ 110,400.00
4	Backfill of Soil Material for Phase IV, Permanent Anchor Berms, and Perimeter Access Road	CY	110,900	\$ 21.85	\$ 2,423,165.00	\$ 19.75	\$ 2,190,275.00	\$ 11.00	\$ 1,219,900.00	\$ 19.10	\$ 2,118,190.00
Composite Liner System											
5	Furnish and Install 24-inch Compacted Clay Liner	SY	68,400	\$ 17.10	\$ 1,169,640.00	\$ 20.00	\$ 1,368,000.00	\$ 15.00	\$ 1,026,000.00	\$ 48.00	\$ 3,283,200.00
6	Furnish and Install 60 mil Textured High-Density Polyethylene (HDPE) Geomembrane	SY	68,400	\$ 4.35	\$ 297,540.00	\$ 5.00	\$ 342,000.00	\$ 4.50	\$ 307,800.00	\$ 4.20	\$ 287,280.00
7	Furnish and Install Geocomposite Drainage Net	SY	68,400	\$ 4.80	\$ 328,320.00	\$ 5.00	\$ 342,000.00	\$ 5.00	\$ 342,000.00	\$ 4.90	\$ 335,160.00
8	Furnish and Install Phases II to IV Liner System Connection	LF	1,500	\$ 7.80	\$ 11,700.00	\$ 12.00	\$ 18,000.00	\$ 11.00	\$ 16,500.00	\$ 11.50	\$ 17,250.00
9	Furnish and Install Protective Cover Sand	SY	66,800	\$ 14.91	\$ 995,988.00	\$ 20.00	\$ 1,336,000.00	\$ 21.00	\$ 1,402,800.00	\$ 20.00	\$ 1,336,000.00
Piping											
10	HDPE Leachate and Gas Piping										
a	Furnish and Install 10-inch, SDR17 Solid HDPE Leachate Collection Cleanout Pipe	LF	70	\$ 73.65	\$ 5,155.50	\$ 75.00	\$ 5,250.00	\$ 50.00	\$ 3,500.00	\$ 67.00	\$ 4,690.00
b	Furnish and Install 8-inch, SDR17 Solid HDPE Leachate Collection Cleanout Pipe	LF	40	\$ 95.20	\$ 3,808.00	\$ 75.00	\$ 3,000.00	\$ 49.00	\$ 1,960.00	\$ 108.00	\$ 4,320.00
c	Furnish and Install 10-inch, SDR17 Perforated HDPE Leachate Collection Pipe	LF	50	\$ 86.85	\$ 4,342.50	\$ 75.00	\$ 3,750.00	\$ 51.00	\$ 2,550.00	\$ 21.00	\$ 1,050.00
d	Furnish and Install 8-inch, SDR17 Perforated HDPE Leachate Collection Pipe	LF	2,500	\$ 38.30	\$ 95,750.00	\$ 75.00	\$ 187,500.00	\$ 45.00	\$ 112,500.00	\$ 30.00	\$ 75,000.00
e	Furnish and Install 8-inch, SDR17 Solid HDPE Double-Wall Leachate Collection Pipe	LF	160	\$ 66.10	\$ 10,576.00	\$ 75.00	\$ 12,000.00	\$ 90.00	\$ 14,400.00	\$ 124.00	\$ 19,840.00
f	Furnish and Install 10-inch, SDR17 Solid HDPE Double-Wall Leachate Collection Header Pipe	LF	350	\$ 83.20	\$ 29,120.00	\$ 75.00	\$ 26,250.00	\$ 91.00	\$ 31,850.00	\$ 84.00	\$ 29,400.00

Exhibit 2 - Bid Tabulation
Cumberland County, North Carolina
Cumberland County Landfill - Phase IV Subtitle D Landfill Expansion

Item	Item Description	Units	Scheduled Quantity	Atlantis Commercial Group		Glover Construction		Sargent Corporation		Shamrock Environmental	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
B	Furnish and Install 6-inch, SDR17 Solid HDPE Gas Collection Cleanout Pipe	LF	40	\$ 78.00	\$ 3,120.00	\$ 50.00	\$ 2,000.00	\$ 38.00	\$ 1,520.00	\$ 105.00	\$ 4,200.00
	Furnish and Install 6-inch, SDR17 Perforated HDPE Gas Collection Pipe	LF	1,300	\$ 33.80	\$ 43,940.00	\$ 65.00	\$ 84,500.00	\$ 33.00	\$ 42,900.00	\$ 27.00	\$ 35,100.00
11	Excavation and Installation of Phase IV Leachate Header to Existing Leachate Header	EA	1	\$ 10,475.00	\$ 10,475.00	\$ 5,000.00	\$ 5,000.00	\$ 1,400.00	\$ 1,400.00	\$ 6,790.00	\$ 6,790.00
12	Furnish and Install HDPE Bootless Pipe Penetrations	EA	2	\$ 10,325.00	\$ 20,650.00	\$ 5,500.00	\$ 11,000.00	\$ 5,500.00	\$ 11,000.00	\$ 5,088.00	\$ 10,176.00
Leachate Collection and Removal System											
13	Furnish and Install Concrete Manhole	EA	2	\$ 7,844.75	\$ 15,689.50	\$ 7,500.00	\$ 15,000.00	\$ 30,000.00	\$ 60,000.00	\$ 23,970.00	\$ 47,940.00
14	Furnish and Install 48" HDPE Riser and Gate Valve	EA	2	\$ 18,310.00	\$ 36,620.00	\$ 15,000.00	\$ 30,000.00	\$ 25,000.00	\$ 50,000.00	\$ 18,161.00	\$ 36,322.00
Sediment and Erosion Control											
15	Furnish and Install Temporary Sediment and Erosion Control	LS	1	\$ 46,650.00	\$ 46,650.00	\$ 50,000.00	\$ 50,000.00	\$ 300,000.00	\$ 300,000.00	\$ 47,349.00	\$ 47,349.00
16	Furnish and Install Sediment Basin #3 Improvements	LS	1	\$ 51,578.00	\$ 51,578.00	\$ 21,500.00	\$ 21,500.00	\$ 50,000.00	\$ 50,000.00	\$ 54,796.00	\$ 54,796.00
17	Maintain Existing Sediment and Erosion Control	LS	1	\$ 31,652.00	\$ 31,652.00	\$ 25,000.00	\$ 25,000.00	\$ 167,000.00	\$ 167,000.00	\$ 40,992.00	\$ 40,992.00
18	Furnish and Install 3-foot deep, Grass-lined Drainage Channel	LF	2,090	\$ 10.10	\$ 21,109.00	\$ 15.00	\$ 31,350.00	\$ 16.00	\$ 33,440.00	\$ 8.00	\$ 16,720.00
19	Furnish and Install Temporary Seeding and Mulching	SY	3,785	\$ 0.60	\$ 2,271.00	\$ 0.85	\$ 3,217.25	\$ 0.55	\$ 2,081.75	\$ 1.00	\$ 3,785.00
20	Furnish and Install Permanent Seeding and Mulching	SY	51,300	\$ 0.65	\$ 33,345.00	\$ 0.55	\$ 28,215.00	\$ 0.60	\$ 30,780.00	\$ 1.00	\$ 51,300.00
Access Road and Ramp											
21	Furnish and Install Phase IV Concrete Perimeter Access Road	SY	6,070	\$ 96.00	\$ 582,720.00	\$ 100.00	\$ 607,000.00	\$ 85.00	\$ 515,950.00	\$ 98.00	\$ 594,860.00
22	Furnish and Install Phase IV Access Ramp	EA	1	\$ 16,785.00	\$ 16,785.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 8,171.00	\$ 8,171.00
Stormwater Control											
23	Furnish and Install Drop Inlet Structure	EA	1	\$ 5,700.00	\$ 5,700.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,687.00	\$ 6,687.00

Exhibit 2 - Bid Tabulation
Cumberland County, North Carolina
Cumberland County Landfill - Phase IV Subtitle D Landfill Expansion

Item	Item Description	Units	Scheduled Quantity	Atlantis Commercial Group		Glover Construction		Sargent Corporation		Shamrock Environmental	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
24	Furnish and Install 24" RCP Pipe	LF	240	\$ 89.00	\$ 21,360.00	\$ 65.00	\$ 15,600.00	\$ 120.00	\$ 28,800.00	\$ 154.00	\$ 36,960.00
25	Furnish and Install Hand Placed Riprap Outlet Protection	EA	1	\$ 8,300.00	\$ 8,300.00	\$ 10,000.00	\$ 10,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,556.00	\$ 3,556.00
Miscellaneous											
26	Furnish and Install Operation Berm in Cell 9	LF	1,310	\$ 13.90	\$ 18,209.00	\$ 10.00	\$ 13,100.00	\$ 15.00	\$ 19,650.00	\$ 16.00	\$ 20,960.00
27	Furnish and Install Guardrail along Perimeter Road	LF	2,280	\$ 23.75	\$ 54,150.00	\$ 25.00	\$ 57,000.00	\$ 22.00	\$ 50,160.00	\$ 22.00	\$ 50,160.00
28	Furnish and Install Concrete Pads for Leachate Collection Cleanouts and Gas Riser	EA	5	\$ 360.00	\$ 1,800.00	\$ 1,250.00	\$ 6,250.00	\$ 600.00	\$ 3,000.00	\$ 401.00	\$ 2,005.00
29	Furnish and Install Concrete Jersey Barriers for Leachate Collection Cleanouts and Gas Riser	EA	5	\$ 600.00	\$ 3,000.00	\$ 1,000.00	\$ 5,000.00	\$ 700.00	\$ 3,500.00	\$ 989.20	\$ 4,946.00
30	Jet Clean and Video Phase IV Leachate and Gas Collection Pipes	LF	4,510	\$ 2.45	\$ 11,049.50	\$ 3.50	\$ 15,785.00	\$ 2.00	\$ 9,020.00	\$ 2.70	\$ 12,177.00
31	Jet Clean and Video Existing Leachate Collection and Header Pipes	LF	12,210	\$ 2.45	\$ 29,914.50	\$ 3.50	\$ 42,735.00	\$ 2.00	\$ 24,420.00	\$ 2.00	\$ 24,420.00
32	60 mil HDPE Geomembrane Leak Location	LS	1	\$ 27,068.00	\$ 27,068.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 44,221.00	\$ 44,221.00
33	Geosynthetic Laboratory Services	LS	1	\$ 19,128.00	\$ 19,128.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00	\$ 17,534.00	\$ 17,534.00
34	Miscellaneous Work and Cleanup	LS	1	\$ 223,220.00	\$ 223,220.00	\$ 550,000.00	\$ 550,000.00	\$ 125,000.00	\$ 125,000.00	\$ 424,347.00	\$ 424,347.00
35	Existing Stormwater Infrastructure Repair and Maintenance	LS	1	\$ 248,610.00	\$ 248,610.00	\$ 50,000.00	\$ 50,000.00	\$ 293,000.00	\$ 293,000.00	\$ 213,352.00	\$ 213,352.00
36	Allowance for Sediment Ponds #2 and #3 Pipe Rehabilitation	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00
37	Indemnification (minimum \$1,000.00)	LS	1	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,011.00	\$ 1,011.00
38	Mobilization, Demobilization, and Insurance (Maximum 4% of Base Bid)	LS	1	\$ 207,730.00	\$ 207,730.00	\$ 298,000.00	\$ 298,000.00	\$ 280,000.00	\$ 280,000.00	\$ 137,956.00	\$ 137,956.00
Bid Alternate											
39	Delete Bid Item No. 5 in its entirety and Replace with Low-Permeability Soil Liner System										
	a 18-inch Compacted Low-Permeability Liner	SY	68,400	\$ 12.50	\$ 855,000.00	\$ 18.00	\$ 1,231,200.00	\$ 12.35	\$ 844,740.00	\$ 12.35	\$ 844,740.00

Exhibit 2 - Bid Tabulation
Cumberland County, North Carolina
Cumberland County Landfill - Phase IV Subtitle D Landfill Expansion

Item	Item Description	Units	Scheduled Quantity	Atlantis Commercial Group		Glover Construction		Sargent Corporation		Shamrock Environmental	
				Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount
	b Geosynthetic Clay Liner	SY	68,400	\$ 4.50	\$ 307,800.00	\$ 4.35	\$ 297,540.00	\$ 4.50	\$ 335,160.00	\$ 4.60	\$ 314,640.00
Add/Deduct											
40	Furnish and Install Leachate Pond Area Improvements Complete	LS	1	\$ 81,156.00	\$ 81,156.00	\$ 75,000.00	\$ 75,000.00	\$ 100,000.00	\$ 100,000.00	\$ 71,223.00	\$ 71,223.00
41	Repair and/or Replace Damaged Portions of the Phase I and II Concrete Perimeter Access Road	SY	3,700	\$ 91.65	\$ 339,105.00	\$ 100.00	\$ 370,000.00	\$ 85.00	\$ 314,500.00	\$ 103.00	\$ 381,100.00
				Base Bid Subtotal (Items 1-38)	\$ 7,711,153.50		\$ 8,734,777.25		\$ 7,132,881.75		\$ 9,997,500.00
				2.5% Base Bid Owner's Allowance (Item 42)	\$ 192,778.84		\$ 218,369.41		\$ 178,322.04		\$ 249,937.50
				Base Bid Total (Items 1-38, 42)	\$ 7,903,932.34		\$ 8,953,146.68		\$ 7,311,203.79		\$ 10,247,437.50
				Alternate Bid Subtotal (Items 1-4, 6-39)	\$ 7,704,313.50		\$ 8,895,517.25		\$ 7,286,781.75		\$ 7,873,680.00
				2.5% Alternate Bid Owner's Allowance (Item 43)	\$ 192,607.84		\$ 222,387.93		\$ 182,169.54		\$ 196,842.00
				Alternate Bid Total (Items 1-4, 6-39, 43)	\$ 7,896,921.34		\$ 9,117,905.18		\$ 7,468,951.29		\$ 8,070,522.00

Bid Tabulation Notes:

1. Apparent Low Bid.
2. Glover Construction totals for Base Bid Total and Alternate Bid Total were summed incorrectly. Each value was \$52,000 higher than the bid tabulation total.
3. Shamrock Environmental incorrectly totaled Item 24. The correct value is \$3,000 less. The base bid and alternate bid totals were adjusted accordingly in the bid tabulation.
4. Shamrock Environmental totals for the Bid Alternate Subtotal, 2.5% Owner's Allowance for the Alternate Bid, and the Bid Alternate Total were each summed incorrectly. Each value was incorrect by less than \$100.

THIS BID TABULATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION



Aaron M. Weispfenning, P.E.



CUMBERLAND
★ **COUNTY** ★
NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

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

**MEMO FOR THE AGENDA OF THE
APRIL 6, 2017 MEETING OF THE FACILITIES COMMITTEE**

TO: FACILITIES COMMITTEE MEMBERS

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

THROUGH: TRACY JACKSON, ASSISTANT COUNTY MANAGER (10)

DATE: MARCH 29, 2017

SUBJECT: CONSIDERATION OF APPROVAL FOR FIRST STEPS IN
PUBLIC WATER'S ROLE IN STRATEGIC ECONOMIC
DEVELOPMENT WITHIN CUMBERLAND COUNTY

Requested by: AMY H. CANNON, COUNTY MANAGER

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

Estimate of Committee Time Needed: 10 MINUTES

BACKGROUND:

Within the last few years, there has been interest in revisiting the concept of providing water to unincorporated areas of Cumberland County. In August 2009, a preliminary engineering report for a rural feasibility study was completed by Marziano & McGougan, PA in conjunction with Koonce, Noble & Associates, Inc. This study looked at creating four water districts (Northeast, East Central, Southeast and Southwest) that would serve the unincorporated areas of the County.

On March 10, Cumberland County representatives met with Public Works Commission (PWC) representatives to discuss the extension of public water into the unincorporated areas of the County. At that meeting, it was determined by both parties that the primary focus should be in areas where development is occurring or is most likely to occur. It was suggested that a first step should be to revisit the 2009 feasibility study and have an engineering firm review and update the report to reflect any changes that have taken place since the study was completed. PWC representatives agreed this should be a joint effort between the County and PWC with the County taking the lead. It was also agreed that the cost of the updated study should be shared evenly between the County and PWC. To do this, an interlocal agreement would need to be executed between both governing boards. In addition, the County and PWC would need to prepare a detailed Request for Qualifications (RFQ) to select a highly qualified engineering firm that can review the existing study and develop a plan that would also define public water's role in strategic economic development within the County.

RECOMMENDATION/PROPOSED ACTION:

The Engineering & Infrastructure Director along with County Management recommend that the Facilities Committee approve the recommendation that the County and PWC begin the process of

drafting an interlocal agreement as well as a detailed RFQ to select a highly qualified engineering firm that can complete the necessary work in developing a plan which defines public water's role in strategic economic development within Cumberland County. The interlocal agreement and RFQ would then be brought back to the Facilities Committee for review and approval.

BRENDA REID JACKSON
Director

BOBBIE REDDING
Assistant Director – Legal Services

VACANT
Deputy Director



ITEM NO. 4

SECTION CHIEFS

CRYSTAL BLACK
Adult Services

MARY MCCOY
Children's Services

VIVIAN TOOKES
Economic Services

JOHN NALBONE
Business Operations

CUMBERLAND
COUNTY
NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

MEMORANDUM FOR THE COUNTY FACILITY COMMITTEE
April 3, 2017 – AGENDA

MEMORANDUM

TO: County Facility Committee Members

FROM: Brenda Reid Jackson, CCDSS Director

DATE: March 29, 2017

SUBJECT: Request Renewal of Leased Private Property

Background: Due to the increased number of children in foster care, we are unable to accommodate the court ordered visits within our building's limited visitation space. Therefore, the private property located at 727 McGilvary Street is being used as a Family Visitation Center. The site provides a family friendly atmosphere in which court ordered visitations can occur outside of our main building. This site is staffed with DSS employees.

Proposed Action: The McGilvary Street site provides a family-like setting for foster children who have court ordered visits with their parents. We respectfully request your approval to enter into a lease agreement with Malzone Marketing Inc. in the amount of \$1500 a month. This lease has been reviewed by County Legal.

Please let me know if you have any questions or need any additional information.

BRJ

Cc: Cumberland County Board of Social Services
CCDSS Management Team
File

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

COMMERCIAL LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, 20____, by and between
Malzone Marketing, Inc. ("Landlord") whose address is
P.O. Box 2363, Fayetteville, NC 28302 and
CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES ("Tenant") whose address is
Fayetteville, NC 28301 ;

WITNESSETH:

PREMISES

1. Landlord, for and in consideration of the rents, covenants, agreements, and stipulations hereinafter mentioned, provided for and
covenanted to be paid, kept and performed by Tenant, leases and rents unto Tenant, and Tenant hereby leases and takes upon the terms
and conditions which hereinafter appear, the following described property (hereinafter called the "Premises"), to wit:

Address: 727 McGilvery Street, Fayetteville, NC 28302

Legal Description: as per deed

See attached Exhibit _____ for legal description of premises.

TERM

2. The Tenant shall have and hold the Premises for a term of one year
beginning on the 8th day of March, 2017, and ending on the 7 day of March
2018, at midnight, unless sooner terminated as hereinafter provided. The first Lease Year Anniversary shall be the date twelve (12)
calendar months after the first day of the first full month of the term hereof and successive Lease Year Anniversaries shall be the date
twelve (12) calendar months from the previous Lease Year Anniversary.

RENTAL

3. Tenant agrees to pay Landlord or its Agent without demand, deduction or set off, an annual rental of \$ 18,000.00
payable in equal monthly installments of \$ 1,500.00 in advance on the first day of each calendar month
during the term hereof. Upon execution of this Lease, Tenant shall pay to Landlord the first month's rent due hereunder. Rental for
any period during the term hereof which is less than one month shall be the pro-rated portion of the monthly rental due. On each
Lease Year Anniversary the annual rental payable hereunder (and accordingly the monthly installments) shall be adjusted:

by any change in the Consumer Price Index, Urban Wage Earners and Clerical Workers, All Cities (CPI-W, 1982-1984=100)
("Index") by multiplying the then effective annual rental by the value of said Index for the month two months prior to the Lease Year
Anniversary and dividing the product by the value of said Index for the month two months prior to the previous Lease Year
Anniversary (in the instance of the first Lease Year Anniversary the value of the Index for the month two months prior to the first full
month of the term hereof). In the event the Index ceases to be published, there shall be substituted for the Index the measure published
by the US Department of Labor which most nearly approximates the Index;

as follows:
The Tenant may terminate this lease, with cause, by giving 30 days written notice to the



If this box is checked, Tenant shall pay all rental to Landlord's Agent at the following address:

LATE CHARGES

4. If Landlord fails to receive any rent payment within five days after it becomes due, Tenant shall pay Landlord, as additional rental, a late charge equal to five percent 5 (%) of the overdue amount or \$ 100.00 whichever is greater, plus any actual bank fees incurred for resumed or dishonored checks. The parties agree that such a late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of such late payment.

SECURITY DEPOSIT

5. Tenant shall deposit with Landlord or its Agent upon execution of this Lease \$ 1,500.00 as a security deposit which shall be held as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this Lease. If any of the rents or other charges or sums payable by Tenant shall be over-due and unpaid or should payments be made on behalf of Tenant, or should Tenant fail to perform any of the terms of this Lease, then Landlord or its Agent may, at its option, appropriate and apply the security deposit, or so much thereof as may be necessary, to compensate toward the payment of the rents, charges or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of the Tenant; and in such event Tenant shall upon demand restore the security deposit to the original sum deposited. In the event Tenant furnishes Landlord with proof that all utility bills have been paid through the date of Lease termination, and performs all of Tenant's other obligations under this Lease, the security deposit shall be returned in full to Tenant within thirty (30) days after the date of the expiration or sooner termination of the term of this Lease and the surrender of the Premises by Tenant in compliance with the provisions of this Lease. **The Security Deposit may be placed in an interest bearing account and any interest thereon shall be the property of the party holding the same.**

If this box is checked, Agent shall hold the Security Deposit and shall be entitled to the interest thereon.

UTILITY BILLS

- 6. (a) Tenant shall pay the following utilities all
- (b) Landlord shall pay the following utilities: none

Responsibility to pay for a utility service shall include all metering, hook-up fees or other miscellaneous charges associated with the installation and maintenance of such utility in said party's name.

COMMON AREA COSTS; RULES AND REGULATIONS

7. If the Premises are part of a larger building or group of buildings, Tenant shall pay as additional rental monthly, in advance, its pro rata share of common area maintenance costs as hereinafter more particularly set forth in the Special Stipulations (see Paragraph 38). The Rules and Regulations, if any, attached hereto are made a part of this Lease. Tenant agrees to perform and abide by these Rules and Regulations, if any, and such other Rules and Regulations, if any, as may be made from time to time by Landlord.

USE OF PREMISES

8. The Premises shall be used for _____
_____ purposes only and no other. The Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on the Premises. In the event Tenant's use of the Premises results in an increase in the rate of insurance on the Premises, Tenant shall pay to Landlord, upon demand and as additional rental, the amount of any such increase.

TAX AND INSURANCE ESCALATION

9. Tenant shall pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof;

~~The amount by which all taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year exceed all taxes on the Premises for the tax year _____; or~~

~~All taxes (including but not limited to, ad valorem taxes, special assessments and any other governmental charges) on the Premises for each tax year _____~~

In the event the Premises are less than the entire property assessed for such taxes for any such tax year, then the tax for any such year applicable to the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property assessed. If the final year of the Lease term fails to coincide with the tax year, then any excess for the tax year during which the term ends shall be reduced by the pro rata part of such tax year beyond the Lease term. If such taxes for the year in which the Lease terminates are not ascertainable before payment of the last month's rental, then the amount of such taxes assessed against the property for the previous tax year shall be used as a basis for determining the pro rata share, if any, to be paid by Tenant for that portion of the last Lease year. Tenant shall further pay upon demand as additional rental during the term of this Lease, and any extension or renewal thereof;

~~the excess cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of the first year of the Lease term for each subsequent year during the term of this Lease; or~~

~~all fire and extended coverage insurance including any and all public liability insurance on the building _____~~

In the event the Premises are less than the entire property, then the insurance payable by Tenant for the Premises shall be determined by proration on the basis that the rentable floor area of the Premises bears to the rentable floor area of the entire property. Tenant shall pay all taxes and insurance as provided herein within fifteen (15) days after receipt of notice from Landlord as to the amount due. Tenant shall be solely responsible for insuring Tenant's personal and business property and for paying any taxes or governmental assessments levied thereon.

The Tenant shall not be responsible for paying any property taxes for said rental property (727 McGilvery Street, Fayetteville, NC 28302). The Tenant shall not pay the cost of fire and extended coverage insurance including any and all public liability insurance on the building over the cost of first year of the Lease term or any subsequent year during the term of this Lease.

REPAIRS BY LANDLORD

11. Landlord agrees to keep in good repair the roof, foundation and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the building, except repairs rendered necessary by the negligence or intentional wrongful acts of Tenant, its agents, employees or invitees. If the Premises are part of a larger building or group of buildings, then to the extent that the grounds are common areas, Landlord shall maintain the grounds surrounding the building, including paving, the mowing of grass, care of shrubs and general landscaping. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair and failure to report such conditions shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such conditions.

REPAIRS BY TENANT

12. Tenant accepts the Premises in their present condition and as suited for the uses intended by Tenant. ~~Tenant~~ ^{Landlord} shall, throughout the initial term of this Lease, and any extension or renewal thereof, at its expense, maintain in good order and repair the Premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling units and heating units) and other improvements located thereon, ~~except those repairs expressly required to be made by Landlord hereunder.~~ Unless the grounds are common areas of a building(s) larger than the Premises, Tenant further agrees to care for the grounds around the building, including ~~paving~~ the mowing of grass, care of shrubs and general landscaping. Tenant agrees to return the Premises to Landlord at the expiration or prior termination of this Lease, in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Tenant, Tenant's employees, agents, contractors or subcontractors shall take no action which may void any manufacturers or installers warranty with relation to the Premises. Tenant shall indemnify and hold Landlord harmless from any liability, claim, demand or cause of action arising on account of Tenant's breach of the provisions of this paragraph.

ALTERATIONS

13. Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent. Tenant shall promptly remove any alterations, additions, or improvements constructed in violation of this Paragraph upon Landlord's written request. All approved alterations, additions, and improvements will be accomplished in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord, free of any liens or encumbrances. Landlord may require Tenant to remove any alterations, additions or improvements (whether or not made with Landlord's consent) at the termination of the Lease and to restore the Premises to its prior condition, all at Tenant's expense. All alterations, additions and improvements which Landlord has not required Tenant to remove shall become Landlord's property and shall be surrendered to Landlord upon the termination of this Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment.

REMOVAL OF FIXTURES

14. Tenant may (if not in default hereunder) prior to the expiration of this Lease, or any extension or renewal thereof, remove all fixtures and equipment which it has placed in the Premises, provided Tenant repairs all damage to the Premises caused by such removal.

DESTRUCTION OF OR DAMAGE TO PREMISES

15. If the Premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction and rental shall be accounted for as between Landlord and Tenant as of that date. If the premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as effective use of the Premises has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as is practicable, whereupon full rental shall recommence.

GOVERNMENTAL ORDERS

16. Tenant agrees, at its own expense, to comply promptly with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Premises. Landlord agrees to comply promptly with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant, whichever is obligated to comply with such requirements, may terminate this Lease by giving written notice of termination to the other party by registered mail, which termination shall become effective sixty (60) days after receipt of such notice and which notice shall eliminate the necessity of compliance with such requirements by giving such notice unless the party giving such notice of termination shall, before termination becomes effective, pay to the party giving notice all cost of compliance in excess of one year's rent, or secure payment of said sum in manner satisfactory to the party giving notice.

CONDEMNATION

17. If the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that Tenant shall not have any rights in any award made to Landlord by any condemnation authority.

ASSIGNMENT AND SUBLETTING

18. Tenant shall not, without the prior written consent of Landlord, which shall not be unreasonably withheld, assign this Lease or any interest hereunder, or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than the Tenant. Consent to any assignment or sublease shall not impair this provision and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. The Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

EVENTS OF DEFAULT

19. The happening of any one or more of the following events (hereinafter any one of which may be referred to as an "Event of Default") during the term of this Lease, or any renewal or extension thereof, shall constitute a breach of this Lease on the part of the Tenant: (a) Tenant fails to pay the rental as provided for herein; (b) Tenant abandons or vacates the Premises; (c) Tenant fails to comply with or abide by and perform any other obligation imposed upon Tenant under this Lease; (d) Tenant is adjudicated bankrupt; (e) A permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; (f) Tenant, either voluntarily or involuntarily, takes advantage of any debt or relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; (g) Tenant makes an assignment for benefit of creditors; or (h) Tenant's effects are levied upon or attached under process against Tenant, which is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof

REMEDIES UPON DEFAULT

20. Upon the occurrence of Event of Default, Landlord may pursue any one or more of the following remedies separately or concurrently, without prejudice to any other remedy herein provided or provided by law: (a) if the Event of Default involves nonpayment of rental and Tenant fails to cure such default with five (5) days after receipt of written notice thereof from Landlord, or if the Event of Default involves a default in performing any of the terms or provisions of this Lease other than the payment of rental and Tenant fails to cure such default within fifteen (15) days after receipt of written notice of default from Landlord, Landlord may terminate this Lease by giving written notice to Tenant and upon such termination shall be entitled to recover from Tenant damages as may be permitted under applicable law; or (b) if the Event of Default involves any matter other than those set forth in item (a) of this paragraph, Landlord may terminate this Lease by giving written notice to Tenant and, upon such termination, shall be entitled to recover from the Tenant damages in an amount equal to all rental which is due and all rental which would otherwise have become due throughout the remaining term of this Lease, or any renewal or extension thereof (as if this Lease had not been terminated); or (c) upon any Event of Default, Landlord, as Tenant's agent, without terminating this Lease, may enter upon and rent the Premises, in whole or in part, at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper, with Tenant being liable to landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting, provided however, that Landlord shall not be considered to be under any duty by reason of this provision to take any action to mitigate damages by reason of Tenant's default. In the event Landlord hires an attorney to enforce its rights upon default, Tenant shall in addition be liable for reasonable attorney's fees and all costs of collection.

EXTERIOR SIGNS

21. Tenant shall place no signs upon the outside walls or roof of the Premises, except with the express written consent of the Landlord. Any and all signs placed on the Premises by Tenant shall be maintained in compliance with governmental rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and all damage incident to removal thereof.

LANDLORD'S ENTRY OF PREMISES

22. Landlord may advertise the Premises "For Rent" or "For Sale" 60 days before the termination of this Lease. Landlord may enter the Premises at reasonable hours to exhibit same to prospective purchasers or tenants and to make repairs required of Landlord under the terms hereof or to make repairs to Landlord's adjoining property, if any.

EFFECT OF TERMINATION OF LEASE

23. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

MORTGAGEE'S RIGHTS

24. Tenant's rights shall be subject to any bona fide mortgage, deed of trust or other security interest which is now or may hereafter be placed upon the Premises by Landlord. Tenant shall, if requested by Landlord, execute a separate agreement reflecting such subordination, and shall be obligated to execute such documentation as may facilitate Landlord's sale or refinancing of the Premises, including, but not limited to estoppel certificates, subordination or attornment agreements.

QUIET ENJOYMENT

25. So long as Tenant observes and performs the covenants and agreements contained herein, it shall at all times during the Lease term peacefully and quietly have and enjoy possession of the Premises, but always subject to the terms hereof. Provided, however, that in the event Landlord shall sell or otherwise transfer its interest in the Premises, Tenant agrees to attorn to any new owner or interest holder and shall, if requested by Landlord, execute a separate agreement reflecting such attornment, provided that said agreement requires the new owner or interest holder to recognize its obligations and Tenant's rights hereunder.

HOLDING OVER

26. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of the parties, Tenant shall be a tenant at will at the rental rate which is in effect at end of this Lease and there shall be no renewal of this Lease by operation of law. If Tenant remains in possession of the Premises after expiration of the term hereof without Landlord's acquiescence, Tenant shall be a tenant at sufferance and commencing on the date following the date of such expiration, the monthly rental payable under Paragraph 3 above shall for each month, or fraction thereof during which Tenant so remains in possession of the premises, be twice the monthly rental otherwise payable under Paragraph 3 above.

ATTORNEY'S FEES

27. In the event that any action or proceeding is brought to enforce any term, covenant or condition of this Lease on the part of Landlord or Tenant, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

RIGHTS CUMULATIVE

28. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative and not restrictive of those given by law.

WAIVER OF RIGHTS

29. No failure of Landlord to exercise any power given Landlord hereunder or to insist upon strict compliance by Tenant of its obligations hereunder and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

ENVIRONMENTAL LAWS

30. (a) Tenant shall not bring onto the Premises any Hazardous Materials (as defined below) without the prior written approval by Landlord. Any approval must be preceded by submission to Landlord of appropriate Material Safety Data Sheets (MSD Sheets). In the event of approval by Landlord, Tenant covenants that it will (1) comply with all requirements of any constituted public authority and all federal, state, and local codes, statutes, rules and regulations, and laws, whether now in force or hereafter adopted relating to Tenant's use of the Premises, or relating to the storage, use, disposal, processing, distribution, shipping or sales of any hazardous, flammable, toxic, or dangerous materials, waste or substance, the presence of which is regulated by a federal, state, or local law, ruling, rule or regulation (hereafter collectively referred to as "Hazardous Materials"); (2) comply with any reasonable recommendations by the insurance carrier of either Landlord or Tenant relating to the use by Tenant on the Premises of such Hazardous Materials; (3) refrain from unlawfully disposing of or allowing the disposal of any Hazardous Materials upon, within, about or under the Premises; and (4) remove all Hazardous Materials from the Premises, either after their use by Tenant or upon the expiration or earlier termination of this lease, in compliance with all applicable laws.

(b) Tenant shall be responsible for obtaining all necessary permits in connection with its use, storage and disposal of Hazardous Materials, and shall develop and maintain, and where necessary file with the appropriate authorities, all reports, receipts, manifest, filings, lists and invoices covering those Hazardous Materials and Tenant shall provide Landlord with copies of all such items upon request. Tenant shall provide within five (5) days after receipt thereof, copies of all notices, orders, claims or other correspondence from any federal, state or local government or agency alleging any violation of any environmental law or regulation by Tenant, or related in any manner to Hazardous Materials. In addition, Tenant shall provide Landlord with copies of all responses to such correspondence at the time of the response.

(d) If Tenant fails to comply with the Covenants to be performed hereunder with respect to Hazardous Materials, or if an environmental protection lien is filed against the premises as a result of the actions of Tenant, its agents, employees or invitees, then the occurrence of any such events shall be considered a default hereunder.

(e) Tenant will give Landlord prompt notice of any release of Hazardous Materials, reportable or non-reportable, to federal, state or local authorities, of any fire, or any damage occurring on or to the Premises.

(f) Tenant will use and occupy the Premises and conduct its business in such a manner that the Premises are neat, clean and orderly at all times with all chemicals or Hazardous Materials marked for easy identification and stored according to all codes as outlined above.

(g) The warranties and indemnities contained in this Paragraph shall survive the termination of this Lease.

TIME OF ESSENCE

31. Time is of the essence in this Lease.

ABANDONMENT

32. Tenant shall not abandon the Premises at any time during the Lease term. If Tenant shall abandon the premises or be dispossessed by process of law, any Personal Property belonging to Tenant and left on the Premises shall, at the option of Landlord, be deemed abandoned, and available to Landlord to use or sell to offset any rent due or any expenses incurred by removing same and restoring the Premises.

DEFINITIONS

33. "Landlord" as used in this Lease shall include the undersigned, its heirs, representatives, assigns and successors in title to the Premises. "Agent" as used in this Lease shall mean the party designated as same in Paragraph 34, its heirs, representatives, assigns and successors. "Tenant" shall include the undersigned and its heirs, representatives, assigns and successors, and if this lease shall be validly assigned or sublet, shall include also Tenant's assignees or sublessees as to the Premises covered by such assignment or sublease. "Landlord", "Tenant", and "Agent" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

NOTICES

34. All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by U.S. certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered or sent to the address shown at the beginning of this Lease, except that upon Tenant taking possession of the Premises, then the Premises shall be Tenant's address for such purposes. Notices to Landlord shall be delivered or sent to the address shown at the beginning of this Lease and notices to Agent, if any, shall be delivered or sent to the address set forth in Paragraph 3 hereof.

All notices shall be effective upon delivery. Any party may change its notice address upon written notice to the other parties, given as provided herein.

ENTIRE AGREEMENT

35. This Lease contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force or effect. This Lease may not be modified except by a writing signed by all the parties hereto.

AUTHORIZED LEASE EXECUTION

36. Each individual executing this Lease as director, officer, partner, member or agent of a corporation, limited liability company, or partnership represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of such corporation, limited liability company, or partnership.

TRANSFER OF LANDLORD'S INTEREST

37. In the event of the sale, assignment or transfer by Landlord of its interest in the Premises or in this Lease (other than a collateral assignment to secure a debt of Landlord) to a successor in interest who expressly assumes the obligations of Landlord under this Lease, Landlord shall thereupon be released and discharged from all its covenants and obligations under this Lease, except those obligations that have accrued prior to such sale, assignment or transfer; and Tenant agrees to look solely to the successor in interest of Landlord for the performance of those covenants accruing after such sale, assignment or transfer. Landlord's assignment of this Lease, or of any or all of its rights in this Lease, shall not affect Tenant's obligations hereunder, and Tenant shall attorn and look to the assignee as Landlord, provided Tenant has first received written notice of the assignment of Landlord's interest.

SPECIAL STIPULATIONS

38. Any special stipulations are set forth in the attached Exhibit n/a. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

MEMORANDUM OF LEASE

39. Upon request by either Landlord or Tenant, the parties hereto shall execute a short form lease (Memorandum of Lease) in recordable form, setting forth such provisions hereof (other than the amount of Base Monthly Rent and other sums due) as either party may wish to incorporate. The cost of recording such memorandum of lease shall be borne by the party requesting execution of same.

THIS DOCUMENT IS A LEGAL DOCUMENT. EXECUTION OF THIS DOCUMENT HAS LEGAL CONSEQUENCES THAT COULD BE ENFORCEABLE IN A COURT OF LAW. THE NORTH CAROLINA ASSOCIATION OF REALTORS® MAKES NO REPRESENTATIONS CONCERNING THE LEGAL SUFFICIENCY, LEGAL EFFECT OR TAX CONSEQUENCES OF THIS DOCUMENT OR THE TRANSACTION TO WHICH IT RELATES AND RECOMMENDS THAT YOU CONSULT YOUR ATTORNEY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the date and year first above written.

LANDLORD:

Individual

_____(SEAL)

_____(SEAL)

Business Entity

Malzone Marketing, Inc dual agent
(Name of Firm)

By: _____(SEAL)
C. John Malzone
Title: president

TENANT

Individual

_____(SEAL)

_____(SEAL)

Business Entity

Cumberland County Dept.of Social Services
(Name of Firm)

By: _____(SEAL)
Brenda Reid Jackson, Director
Title: _____