



LEE COUNTY BOARD OF COMMISSIONERS
DENNIS A. WICKER CIVIC CENTER
1801 NASH STREET
SANFORD, NC 27330

March 18, 2024

MINUTES

Roll Call

Present: Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

CALL TO ORDER

Chairman Kirk Smith called the meeting to order at 6:00 p.m.

INVOCATION

Commissioner Cameron Sharpe led the Board and attendees in a moment of silence and the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith asked to remove item IV.B Zoning Map Amendment (Rezoning) Application and Staff Report for an application by Wetherill Engineering, Inc. and VI.B Resolution Supporting an Adjustment to the Local School Board Stipend from the Agenda to revisit at a later date. Commissioner Taylor Vorbeck asked to move items V.B Lee County Library - Sanitary Sewer Extension to New County Library (4841-0224) Bid Award Recommendation, V.C Carolina Pool Management Service Contract-OT Sloan, V.D Carolina Pool Management Service Contract - Horton Pool, VI.A Resolution Supporting State Funding for ESL Program, and VI.C Lee County Schools Lottery Applications to the Consent Agenda.

Motion: Motion to approve the Agenda as amended.

Mover: Taylor Vorbeck

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

II.A Minutes from the March 4, 2024 Regular Meeting

BOC Regular Meeting Minutes_3-5-24_final.pdf

II.B Horton Pool Parking Lot Improvements Engineering Proposal

Proposal - Lee County Improvements at Horton Park (2-9-24).pdf

SKETCH - HORTON IMPROVEMENTS (11-20-23).pdf

Mini_Brooks_Exemption_Form_Horton Pool Parking Lot Improvements.pdf

II.C Lee County IT/COLTS Building Mansard Roof Replacement

Bid Form_Triangle Roofing Services_023RAL-083.pdf

Certified Bid Tabulation_023RAL-083_Lee County IT-Colts Bldg Roof Replacement.pdf

Contract Award Recommendation Letter_023RAL-083_Lee County IT-Colts Bldg Roof Replacement.pdf

II.D Refund and Release Report for February 2024

Gen Statute 105.pdf

RELEASE CODES SPREADSHEET.pdf

February 2024 Real Property Abatement Report.pdf

February 2024 Personal Property Abatement Report.pdf

II.E Budget Amendment #03/18/24/12

Budget Amendment Packet 3-18-24.pdf

II.F SHIIP (Seniors' Health Insurance Information Program) Shred-A-Thon Identity Theft Prevention Grant

FY24 SHIIP SHRED GRANT DEPT GRANT INFO

FORM.pdf FY24 SHIIP SHRED GRANT.pdf

FY24 SHIIP Grant \$11,237 agenda item and approval.pdf

II.G COLTS - County of Lee Transit System - Procurement Policy

COLTS Procurement Policy.pdf

II.H Approve Resolution Authorizing the Sale of Property Located at 1413 Texas Square

1413 Texas Square.pdf

II.I Approve Resolution Authorizing the Sale of Property Located at 330 Harbor Trace

330 Harbor Trace.pdf

III. PUBLIC COMMENTS

No public comments were received.

IV. PUBLIC HEARINGS

IV.A Zoning Map Amendment (Rezoning) Application and Staff Report

Senior Planner Amy McNeill presented a rezoning application submitted by Jason Wellons to rezone four tracts of land totaling 26.1 acres off of Cox Maddox Road from Residential Agricultural (RA) to Residential Restricted (RR) to allow the development of a residential subdivision with a higher density than allowed in RA. A copy of Ms. McNeill's presentation is attached and incorporated into these minutes.

Chairman Smith opened the public hearing at 6:12 p.m.

Those who spoke in favor:

- Scott Brown, 409 Chicago Drive, Fayetteville (spoke on behalf of the applicant).

No one spoke in opposition.

Chairman Smith closed the public hearing at 6:16 p.m. and excused the Planning Board to their meeting.

002-REZ@V)Cox Maddox Rd-BINDER-v2.pdf

IV.B Zoning Map Amendment (Rezoning) Application and Staff Report

This item was removed from the Agenda.

001-REZ@V)Lower Moncure Rd-BINDER.pdf

V. OLD BUSINESS

V.A Lee County Athletic Park Construction Project - Change Order Approval Request

Development Services Director Brandon Key presented several change order requests from Sanford Contractors for the Lee County Athletic Park project, which were recommended and approved by McAdams Engineering. Change order #2 is for a temporary traffic signal in the amount of \$59,223.62, which is required by NCDOT to support construction traffic. Change order #6 is for temporary storm piping erosion control in the amount of \$97,234.72, which is recommended by both Sanford Contractors and McAdams to support the erosion control transition from Stage 1 to Stage 2. Additional storm piping will help in routing water as temporary storm ponds are removed to support construction progress. Change order #7 for the roundabout paving modification in the amount of \$51,894.81, which will conform pavement design of driveway entrance to the roundabout as required by NCDOT standards. Change order #8 is for temporary storm piping Field 7 low spot remediation in the amount of \$9,054.65, as a low spot has been identified at top of that field, which is allowing water to stand and pool on the connecting property. Sanford Contractors recommends additional storm piping and a junction box to help remove water from adjoining property. Change order #9 is for a grading revision based on RFI 36 response in the amount of \$16,989.31. As construction has progressed ahead of schedule, Sanford Contractors issued a request for information to address issues encountered in on-site grading work.

PCO#002.pdf

PCO#006.pdf

PCO#007.pdf

PCO#008.pdf

PCO#009.pdf

Motion: Motion to approve Change Orders #002, #006, #007, #008, and #009 for the Lee County Athletic Park construction project.

Mover: Taylor Vorbeck

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Motion Result: Passed

V.B Lee County Library - Sanitary Sewer Extension to New County Library (4841-02-24)
Bid Award Recommendation

This item was moved to the Consent Agenda.

New Library Off Site Sewer Project - Small Construction Contract.pdf

V.C Carolina Pool Management Service Contract-OT Sloan

This item was moved to the Consent Agenda.

CPM - OT Sloan - 2024 Final.docx

V.D Carolina Pool Management Service Contract - Horton Pool

This item was moved to the Consent Agenda.

Horton Park Contract- PI language included - Final.docx

VI. NEW BUSINESS

VI.A Resolution Supporting State Funding for ESL Program

This item was moved to the Consent Agenda.

RESOLUTION - Supporting the Limited English Proficiency (LEP) Allotment Funding
CAP Elimination.docx

VI.B Resolution Supporting an Adjustment to the Local School Board Stipend

This item was removed from the Agenda to discuss at a later date.

RESOLUTION - Compensation for Lee County Board of Education Members.docx

VI.C Lee County Schools Lottery Applications

This item was moved to the Consent Agenda.

lottery applications.pdf

Lee County Schools Lottery Application Summary.pdf

VI.D Lee County Schools Budget Presentation

Lee County Board of Education Chairman Eric Davidson introduced Superintendent Dr. Chris Dossenbach, Chair of Finance Committee Alan Rummel, and Chair of Facilities and Technology Committee Jamie Laudate, who presented the Lee County Schools FY 24-25 budget request, a copy of which is attached and incorporated into these minutes. Dr. Dossenbach advised the Board that ESSER funding ends in September of 2024 and the Board has funded 10 of the 12 positions currently funding by ESSER. Mr. Rummel said Lee County Schools froze salaries for classified employees in the 2008 recession which has caused current pay disparity.

Mr. Rummel said this decision was made by the district's Central Office leadership staff. The district receives \$312 per student which provides the bulk of funding for classified positions). Implementing the new pay plan and operational increases will be annual requests but will be smaller numbers in the future. A teacher pay bonus for a Master's Degree was discontinued by the State in 2013, but some local counties are providing it. Restoring Master's pay locally gives those teachers about 12% additional compensation. Dr. Dossenbach said Master's pay was included in the request because Wake County Schools reinstated it and Chatham and Harnett counties are also considering reinstating it. These agencies are competitors of Lee County Schools, and reinstating Master's pay would keep the district competitive. Commissioner Andre Knecht noted that many of the items presented by the Board of Education are the State's responsibility and not the County's, and he encouraged the school district to request funding from the City of Sanford so the expense could be shared and stretch further. Mr. Rummel said he would gather information on the attrition rate and provide that to the Board. Mr. Laudate said the school district does not have a current tech device recycling plan that would allow individuals to purchase old devices; however, that is something to look into. Commissioner Taylor Vorbeck asked if the district had any buses that are 23 years or older, as there is a general statute that indicates the district could trade the older buses in for \$ 2,000. Commissioner Mark Lovick encouraged the school district to lobby legislators for an increase in the distribution of State lottery funds to the schools as currently only 15% of the lottery funds go to the schools. Next year's focus of lottery funds is for security entrances at elementary and alternate schools. Dr. Dossenbach said the security entrances have been or will be completed at the high and middle schools by this year, and the district will work on the other schools next. The district worked with the NC Center for Safer Schools on a grant for these entrances. They recommended that the older schools be addressed first, as they were built more openly than newer schools are now being built.

Chairman Smith called for a 10-minute recess at 7:09 p.m.

The Board returned to open session resumed at 7:19 p.m.

Dr. Dossenbach said only the traditional high schools have tested so far, and the first semester scores compared from last year to this year have increased. The district has accomplished over 50% of the recommendations provided in the performance audit so far. Dr. Dossenbach said some recommendations will take several years to complete, and that not all of them required budgetary increases. The school system provides basic supplies for classrooms; however, if teachers want specific things, school funds can be used for that if approved by the principal, though only certain items are eligible. The Central Office issues reimbursements for bus training, but the paperwork can be held up with DMV. Commissioner Vorbeck suggested grouping utility requests, such as painting or landscaping, and asking for volunteers for those types of requests to offset costs. The district will look at creating a wish list with these types of requests. Dr. Dossenbach said the district is aware that there are things they can do to decrease costs and create some savings opportunities, and were able to save the County \$833,799.49 this FY.

VII. MANAGERS' REPORTS

VII.A Monthly Financial Reports

Finance Director Candace Iceman presented the December 2023 Sales Tax Report, which shows collections at 2.66% ahead of the same period last fiscal year. Ms. Iceman also presented the February 2024 monthly financial report, which shows that ad valorem revenues are at 101.77% of the original adopted budget and that the target percentage for expenditures at this point in the fiscal year is 66.67%.

December 2023 Sales Tax Collections.pdf

February 2024 Monthly Financial Report.pdf

VII.B County Manager's Monthly Report

County Manager Lisa Minter provided her monthly report for March, a copy of which is attached and incorporated into these minutes.

County Managers Report - 3-18-2024 - Final.pdf

MONTHLY PERMIT REPORT FEBRUARY 2024.pdf

Tax_Monthly Managers Report February 2024.pdf

2024_February_Library_Director_Report.pdf TRC

Agenda_March.pdf

Parks and Rec_Feb Agenda_Jan Minutes.pdf

VIII. COMMISSIONERS' COMMENTS

Commissioner Smith noted that the North Carolina Association of County Commissioners District 9 Meeting, that includes Lee County, is scheduled for May 2 in Wake County.

ADJOURN

Motion: Motion to adjourn. The Board adjourned at 7:43 p.m.

Mover: Robert Reives

For: 7 - Dr. Andre Knecht, Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

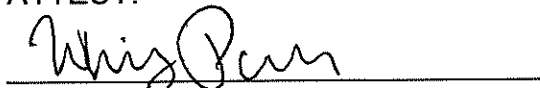
Motion Result: Passed



Kirk Smith, Chairman

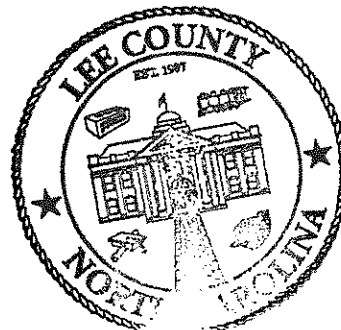
Lee County Board of Commissioners

ATTEST:



Hailey Hall, Clerk to the Board

Whitney Parrish, Deputy Clerk to the Board



**Exemption from Architectural, Engineering and Surveying
Qualifications-Based Selection Process for Fees Less than
\$50,000**

Name of Project: Horton Pool Parking Lot Improvements
Responsible Department: General Services
Vendor: J Thomas Engineering, Inc.
Amount: \$49,600

N.C.G.S. 143-64.31 requires the initial selection and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services and design-build services (collectively "design services") to be based on qualifications and without regard to fee, the qualification selection process must be announced and good faith efforts must be made to notify minority firms.

AND

N.C.G.S. 143-64.32 authorizes units of local government to exempt contracts for services from the qualifications based selection ("QBS") requirements of G.S. 143-64.31 if the estimated fee is less than \$50,000 and the estimated professional fee for services for the above-described project is less than \$50,000.

Lee County proposes to enter into a contract for services for work on the above described project. The above described project is hereby made exempt from the provisions of N.C.G.S. 143-64.31.

On March 16, 2020, the Lee County Board of Commissioners adopted a resolution exempting the government from requiring QBS procedures for eligible projects under G.S. 143-64.31 and authorized the County Manager to approve each project on a case-by-case basis and by signing below, has approved such exemption.

eSigned via eSignaturesDirect.com

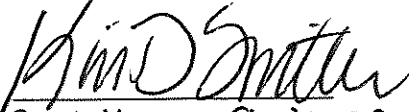
Key: F91fca3d83d5128049d4493e975a2
Department Head

03-08-2024

Date


Assistant Finance Director

3/18/24
Date


County Manager Chairman
Board of Commissioners


Date

J THOMAS ENGINEERING, INC.

CIVIL ENGINEERING & PLANNING

143 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330
919-777-6010 phone
www.jthomasengineering.com
License No. C-3389

February 9, 2024

Mr. Joseph Keel
Parks and Recreation Director, Lee County
Via email: jkeel@leecountync.gov

**Reference: Letter Agreement Proposal for Civil Engineering Services
Surveying, Site Plans, Permitting, Bid Assistance and Construction Admin. for
Proposed Parking and Sidewalk Improvements at Horton Park
Lee County, North Carolina**

Dear Joseph:

J Thomas Engineering, Inc. (JTE) is pleased to submit this Letter Agreement Proposal to provide civil engineering services to include surveying, preparation of site construction plans, permitting, bid assistance and construction administration for proposed site improvements at Horton Park. The proposed improvements include a new parking area (approx. 20 spaces), plus curb & gutter and sidewalk along Washington Ave (approx. 700 feet). The design will be based on the initial sketch plan prepared by JTE on 11-20-23. All work will conform to the development requirements of the City of Sanford / Lee County as well as applicable State or Federal requirements.

SCOPE OF SERVICES

JTE will perform the following Tasks to complete the above referenced project:

1. Conduct a field survey at the proposed site. The survey will include feature location and topography within the proposed improvement areas. Survey data will include the following information as needed for site design:
 - Location of all above ground features, such as existing building structures, streets, curbs, sidewalks, driveways, etc.
 - Existing ground topography.
 - Invert elevations on accessible storm and sanitary sewers.

- c. Evaluate bid proposals and make recommendations to the owner.
10. Provide construction administration assistance to include:
- a. Coordinate a pre-construction conference with the selected contractor.
 - b. Review and approve necessary shop drawings.
 - c. Review change orders as required.
 - d. Review and approve estimates for progress payments and final payment.
 - e. Prepare final punch list.
 - f. Conduct general observations of the construction at key stages.

ADDITIONAL SERVICES

The Additional Services or Tasks shown below may be necessary to complete the project or will be performed as directed by the Owner. Additional services, if so requested, will be provided by negotiated fee.

- 11. Conduct hydrologic or hydraulic studies for floodplain development and/or obtain any FEMA permits / map revisions for floodplain development.
- 12. Provide the structural design for retaining walls or other structures as specified on the site plans.
- 13. Prepare a Traffic Impact Study or design improvements (outside of the proposed sidewalk and curb & gutter within the base scope of services) to the roadway system as may be required by NCDOT / City.
- 14. Design of any *off-site* upgrades (e.g. turn lanes, storm drainage system) as may be required by the NCDOT, City, or other permitting agencies.
- 15. Design any permanent stormwater control measures for peak flow reduction or water quality improvement.
- 16. Prepare Landscape Plan by Landscape Architect. The landscape design included in the base scope of services is for meeting the minimum requirements of the Ordinance only.
- 17. Provide design of an irrigation system adequate to serve the landscaping proposed on the Landscape Plan.
- 18. Prepare a site lighting photometric plan.

FEES

JTE proposes to perform the Scope of Services described above for the following lump sum fees:

| | |
|---|-----------------|
| Surveying (Task 1): | \$ 4,000 |
| Final Design, Prepare Plans, and Engineer’s Estimate (Tasks 2-4, 8) | \$21,600 |
| Permitting (Task 5-7) | \$10,500 |
| Bid Assistance (Task 9): | \$ 4,000 |
| <u>Construction Admin (Task 10):</u> | <u>\$ 9,500</u> |
| Total Fee: | \$49,600 |

The project will be invoiced on a monthly basis with the amount based on an estimate of the percentage of completion at the time of the invoice. All invoices will be past due after 30 days from the date of the invoice.

To effect this Letter Agreement Proposal, please execute and return a copy to our office. The conditions set forth in this Proposal are offered for a period of 60 days. If this Proposal is not accepted within 60 days from the date on this Proposal, it shall be considered null and void. We appreciate the opportunity to provide our services.

Sincerely,

J Thomas Engineering, Inc.



Jeremy R. Thomas, P.E.
President

Enclosure: JTE Sketch Plan prepared 11-20-23

The Scope of Services, Terms and Conditions of this Letter of Agreement Proposal are accepted (Notice to Proceed).

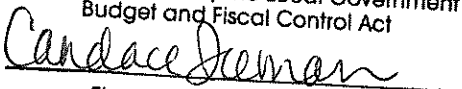


signature

18 MARCH 2024

date

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



Finance Officer, Lee County

J THOMAS ENGINEERING, INC.

SECTION 00 41 13

BID FORM

To: Lee County Government of North Carolina
115 Chatham Street
Suite 301
Sanford, North Carolina 27330

Project: Lee County IT/Colts Building Mansard Roof Replacement
REI Project No. 023RAL-083

Date: 2-28-24

Bidder: Triangle Roofing Services, Inc.

Address: 221 West Vance Street Zebulon, NC

Phone: 919-269-8882 Email: Chris@Triangleroof.com

North Carolina License No.: 49606 Classification: General Limitation: Unlimited

PART 1 - GENERAL

1.1 BID

A. The undersigned, as bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and the contract documents relative thereto dated January 12, 2024, as prepared by REI Engineers, Inc., and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this bid is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

1. Words: Eighty Four Thousand Three Hundred
2. Figures: \$ 84,300

1.2 ALLOWANCES:

- A. Include in the Base Bid the \$9,000.00 Contingency Allowance specified in Section 01 21 00 "Allowances" of the Project Manual.
- B. Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 "Allowances" of the Project Manual.
 - 1. Replace 256 SF of Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".

1.3 UNIT PRICES:

- A. Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents. Refer to Section 01 22 00 "Unit Prices".
 - 1. Replace Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".
 - a. Cost: \$ 3.00 per SF

1.4 MANUFACTURERS:

- A. Base bid shall utilize roofing materials manufactured by McElroy. Only one manufacturer shall be listed. Provide Section 00 62 33 "Roof Manufacturer's Acknowledgment" signed by manufacturer listed above and enclose with bid.

1.5 BID HOLDING TIME AND ACCEPTANCE:

- A. The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open during the bid holding period as specified in Section 00 21 13 "Instructions to Bidders".

1.6 SCHEDULE OF COMPLETION:

- A. The undersigned understands that time is of the essence and agrees to the Contract Time and liquidated damages as indicated in General Conditions of the Contract for Construction and Supplementary Conditions apply to this Work. The undersigned hereby agrees to commence work on this project within fourteen (14) days following receipt of an Executed Agreement between Owner and Contractor. Date of commencement will be established in a Notice to Proceed issued to Contractor. Complete work under the Bid within sixty (60) calendar days from the date of commencement.
- B. Applicable liquidated damages shall be stated in the Section 00 73 00 "Supplementary Conditions".

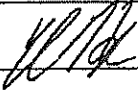
1.7 ADDENDUM:

A. Addendum received and used in computing bid:

- 1. Addendum No. 1: _____
- 2. Addendum No. 2: _____
- 3. Addendum No. 3: _____
- 4. Addendum No. 4: _____

1.8 SUBCONTRACTORS:

A. If subcontractors are to be utilized, the Bidder shall fill out all blanks on the list below. All subcontractors shall be listed. The Bidder shall identify work by the general, subcontractor or not applicable for each trade; utilize parenthesis () to list trades not provided. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of the table.

| Trade | Company | License # |
|--|---|-----------|
| General () | | |
| Waste Disposal | | |
| Utility Locate | | |
| Other () | | |
| Other () | | |
| Other () | | |
| We do not plan to use subcontract forces |  | |

1.9 ENCLOSURES:

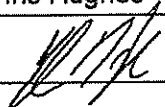
A. Provide the following enclosures with submitted bid:

- 1. Bid Bond
- 2. Minority, Woman, and Small Business Enterprises Submittals as required by Section 00 43 39 "Minority Business Enterprise":
 - a. MWSBE Identification Form
 - b. State of North Carolina Affidavit A - Listing of the Good Faith Effort
or
State of North Carolina Affidavit B - Intent to Perform Contract with Own Workforce
- 3. Section 00 52 13 "Standard Form of Agreement"
- 4. Section 00 62 33 "Roof Manufacturer's Acknowledgment" for Manufacturer listed above.
- 5. Response/Travel Time Documentation

Respectfully submitted this 28th day of February 2024, _____.

Company: Triangle Roofing Services, Inc.

Printed Name: Chris Hughes

Signature: 

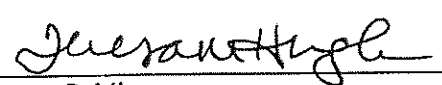
Title: President

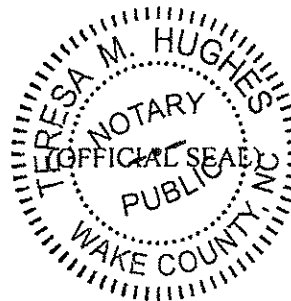
North Carolina (State)

County of Wake

I, Teresa M. Hughes, a Notary Public for Wake County, North Carolina (State), do hereby certify that Chris Hughes personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of February, 2024.


Notary Public



My commission expires October 25th, 2025.

END OF SECTION

BID BOND

Bond No: Bid Bond

CONTRACTOR:

(Name, legal status and address)

Triangle Roofing Services, Inc.
221 West Vance Street
Zebulon, NC 27597

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:

(Name, legal status and address)

Lee County Government
408 Summitt Drive
Sanford, NC 27330

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

REI#023RAL -083: Lee County Colts Building Mansard Roof Replacement - 1807 Douglas Drive Sanford, NC 27330

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

Signed and sealed this 15th day of February, 2024.

Triangle Roofing Services, Inc.

By: [Signature]
(Principal) (Seal)

Chris Hughes President
(Title)

Hartford Fire Insurance Company

By: [Signature]
(Surety) (Seal)

Leslie Martinez, Attorney-in-Fact
(Title)

[Signature]
(Witness)

[Signature]
(Witness) Julie Bell



POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 866-266-3488 or fax: 860-767-5935

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Code: SurePath

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint **Leslie Martinez of Charlotte, NC**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of **Triangle Roofing Services, Inc.** naming **Lee County Government** as Obligor in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission HI 122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 15, 2024.

Signed and sealed in Lake Mary, Florida.



Keith Dozols

Keith D. Dozols, Assistant Vice President

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of Triangle Roofing Services, Inc.

I have made a good faith effort to comply under the following areas checked:

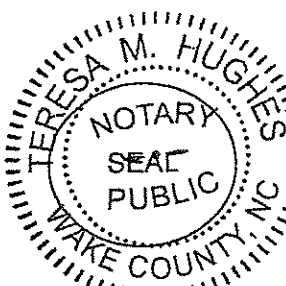
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

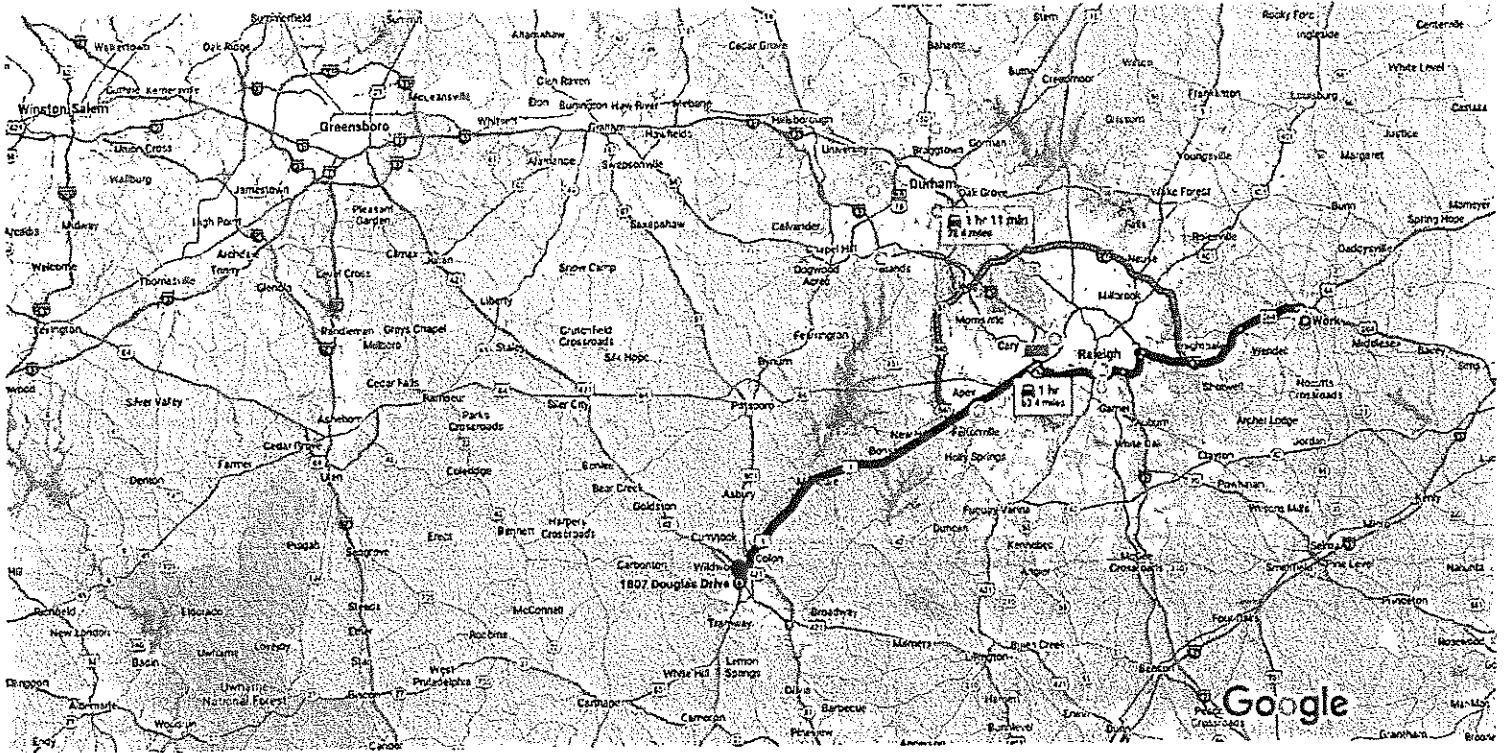
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2-28-24 Name of Authorized Officer: Chris Hughes
 Signature: [Signature]
 Title: President



State of North Carolina, County of Wake
 Subscribed and sworn to before me this 28th day of February 2024
 Notary Public Teresa M. Hughes [Signature]
 My commission expires October 25, 2025



Map data ©2024 Google 5 mi

221W Vance St
Zebulon, NC 27597

Get on US-264 W/US-64 W

5 min (1.6 mi)

- ↑ 1. Head northeast on W Vance St toward N Church St
0.2 mi
- ↶ 2. Turn left onto State Hwy 96 N/N Arendell Ave
● Pass by the gas station (on the left in 0.2 mi)
1.2 mi
- ⤴ 3. Turn left to merge onto US-264 W/US-64 W toward Raleigh
0.3 mi

Continue on US-264 W/US-64 W. Take I-87, I-40 and US-1 S to US-421 BUS in Sanford. Exit from US-1 S

54 min (61.5 mi)

- ⤴ 4. Merge onto US-264 W/US-64 W
5.5 mi
- ↑ 5. Continue onto I-87/US-264 W/US-64 W
10.2 mi

SECTION 00 62 33

ROOF MANUFACTURER'S ACKNOWLEDGMENT

Owner: Lee County Government of North Carolina

Project Name: Lee County IT/Colts Building Mansard Roof Replacement

Project Address: 1807 Douglas Road, Sanford, North Carolina 27330

Roofing Contractor: Triangle Roofing Company

Address: Zebulon, NC

Telephone: 919-269-8882

This is to advise the Owner that having thoroughly reviewed the Specifications and Drawings contained within the Project Manual dated January 12, 2024, the above-titled project, we acknowledge that the roof system(s) and flashing system(s) specified are suitable for the issuance of the specified Manufacturer's warranty on this project and have been tested and approved for the wind uplift pressures outlined in the project specifications. Having reviewed the project requirements in detail, the Manufacturer will provide a written response of exceptions to the Engineer through the contractor before ten (10) days of the bid due date or as otherwise outlined in the Instructions to Bidders if conflicts exist between the Manufacturer's warranty requirements and the above listed documents. Exceptions not submitted accordingly are subject to rejection. The manufacturer also certifies that the installer is approved, authorized, or licensed by the manufacturer to install the specified roof system and is eligible to provide the specified manufacturer's warranty. The manufacturer will comply with the specified requirements for on-site technical support.

Terry Burford

Print or type name of manufacturer's designated Liaison on this project

704-650-0727 tburford@mcelroymetal.com

Telephone and Email

McElroy Metal, Inc.

Roof Manufacturer's Company Name

| | |
|--|-----------|
| <u>Terry Burford</u> | 2-26-2024 |
| Roof Manufacturer Representative's Signature | Date |

| | |
|---|-----------|
| <u>Terry Burford</u> | 2-26-2024 |
| Roof Manufacturer Representative's Name | Title |

1700 Hamilton Rd. Bossier City, LA 71111 Regional Territory Sales manager

Roof Manufacturer's Address

END OF SECTION

SECTION 00 52 13

STANDARD FORM OF AGREEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Owner's Standard Form of Agreement Between Owner and Contractor.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections apply to this Section.**

Contract Agreement Between Triangle Roofing Services, Inc. and Lee County Government

THIS AGREEMENT, made the 28th day of February month 2024 by and between Triangle Roofing Services, Inc. (hereinafter referred to as the "Contractor") and Lee County Government (hereinafter referred to as the "Owner") agree as follows:

1. Scope of Work: The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement, Instructions to Bidders, General Conditions, Supplementary General Conditions, specifications, accepted proposals, contract, performance bond, payment bond, power of attorney, worker's compensation, public liability, Exhibit A – Lee County Dispute Resolution Policy, any and all addendums, and all drawings.
2. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within 60 consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in as \$1,000.00 per day. The Contractor, as one of the considerations for the awarding of this contract, shall furnish to the Owner a construction schedule setting forth the project broken down by various divisions of the work and by the calendar days, as described in the General Conditions.
3. The Owner agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money in the amount of \$84,300.
4. Alternates. Alternates, if any, included in the Contract Sum are as follows:

| Item | Price |
|----------|----------|
| Alt. #1 | |
| a. _____ | \$ _____ |
| b. _____ | |
| Alt. #2 | \$ _____ |
| a. _____ | |
| b. _____ | |

5. Allowances. Allowances, if any, included in the Contract Sum are as follows:

Include in the Base Bid the \$9,000.00 Contingency Allowance specified in Section 01 21 00 "Allowances" of the Project Manual.

Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 "Allowances" of the Project Manual.

Replace 256 SF of Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".

6. Unit Prices. Unit prices, if any, are as follows:

Replace Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".

Cost: \$ 3.00 per SF

7. Liquidated Damages. Liquidated damages will be \$1,000.00 per day, after the date specified for substantial completion.

8. Binding Dispute Resolution. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

9. The Owner's Representative is:

Lisa Minter, County Manager

408 Summit Drive

Sanford, NC 27330

lminter@lrecountync.gov

The Contractor's Representative is:

Chris Hughes

221 West Vance Street

Zebulon, NC

919-625-1772

10. It is further mutually agreed between the Parties that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor, at its own expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further

payment to the Contractor shall be deemed to be due under this agreement, until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the Owner.

11. **Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

12. **Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

13. **Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

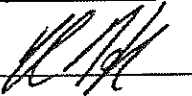
14. **Non-Discrimination in Employment.** The Contractor will not discriminate again any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation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

15. **Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

16. This agreement becomes effective upon the last signature of both parties.

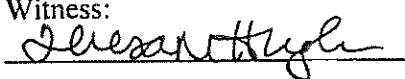
IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the 28th
day of February, 2024.

Triangle Roofing Services, Inc. CONTRACTOR / FIRM

By: Chris Hughes 

Title: President

Date: 2-28-24

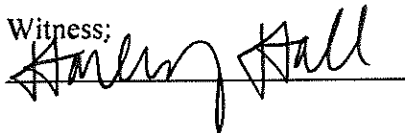
Witness: 

LEE COUNTY GOVERNMENT

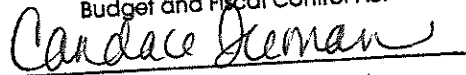
By: 

Title: BOARD CHAIRMAN

Date: 18 MAR 2024

Witness: 

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



Finance Officer, Lee County



SECTION 00 41 13

BID FORM

To: Lee County Government of North Carolina
115 Chatham Street
Suite 301
Sanford, North Carolina 27330

Project: Lee County IT/Colts Building Mansard Roof Replacement
REI Project No. 023RAL-083

Date: 2-28-24

Bidder: Triangle Roofing Services, Inc.

Address: 221 West Vance Street Zebulon, NC

Phone: 919-269-8882 Email: Chris@Triangleroof.com

North Carolina License No.: 49606 Classification: General Limitation: Unlimited

PART 1 - GENERAL

1.1 BID

A. The undersigned, as bidder, hereby declares that the only person or persons interested in this bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this bid or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the work and the contract documents relative thereto dated January 12, 2024, as prepared by REI Engineers, Inc., and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed. The Bidder proposes and agrees if this bid is accepted to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools apparatus, means of transportation and labor necessary to complete the construction of the project with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and the Contract Documents.

1. Words: Eighty Four Thousand Three Hundred
2. Figures: \$ 84,300

1.2 ALLOWANCES:

- A. Include in the Base Bid the \$9,000.00 Contingency Allowance specified in Section 01 21 00 "Allowances" of the Project Manual.
- B. Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 "Allowances" of the Project Manual.
 - 1. Replace 256 SF of Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".

1.3 UNIT PRICES:

- A. Unit prices quoted and accepted shall apply throughout the life of the contract, except as otherwise specifically noted. Unit prices shall be applied, as appropriate, to compute the total value of changes in the scope of the work all in accordance with the contract documents. Refer to Section 01 22 00 "Unit Prices".
 - 1. Replace Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".
 - a. Cost: \$ 3.00 per SF

1.4 MANUFACTURERS:

- A. Base bid shall utilize roofing materials manufactured by McElroy. Only one manufacturer shall be listed. Provide Section 00 62 33 "Roof Manufacturer's Acknowledgment" signed by manufacturer listed above and enclose with bid.

1.5 BID HOLDING TIME AND ACCEPTANCE:

- A. The undersigned hereby agrees that this bid may not be revoked or withdrawn after the time set for the opening of bids but shall remain open during the bid holding period as specified in Section 00 21 13 "Instructions to Bidders".

1.6 SCHEDULE OF COMPLETION:

- A. The undersigned understands that time is of the essence and agrees to the Contract Time and liquidated damages as indicated in General Conditions of the Contract for Construction and Supplementary Conditions apply to this Work. The undersigned hereby agrees to commence work on this project within fourteen (14) days following receipt of an Executed Agreement between Owner and Contractor. Date of commencement will be established in a Notice to Proceed issued to Contractor. Complete work under the Bid within sixty (60) calendar days from the date of commencement.
- B. Applicable liquidated damages shall be stated in the Section 00 73 00 "Supplementary Conditions".

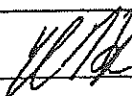
1.7 ADDENDUM:

A. Addendum received and used in computing bid:

- 1. Addendum No. 1: _____
- 2. Addendum No. 2: _____
- 3. Addendum No. 3: _____
- 4. Addendum No. 4: _____

1.8 SUBCONTRACTORS:

A. If subcontractors are to be utilized, the Bidder shall fill out all blanks on the list below. All subcontractors shall be listed. The Bidder shall identify work by the general, subcontractor or not applicable for each trade; utilize parenthesis () to list trades not provided. Do not list suppliers. All blanks must be filled in. Failure to do so may result in bid being declared non-responsive. If there is more than one subcontractor per trade identified below, list all. If no subcontractors are to be utilized, indicate by signing at the appropriate place at the bottom of the table.

| Trade | Company | License # |
|--|---|-----------|
| General () | | |
| Waste Disposal | | |
| Utility Locate | | |
| Other () | | |
| Other () | | |
| Other () | | |
| We do not plan to use subcontract forces |  | |

1.9 ENCLOSURES:

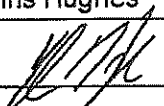
A. Provide the following enclosures with submitted bid:

- 1. Bid Bond
- 2. Minority, Woman, and Small Business Enterprises Submittals as required by Section 00 43 39 "Minority Business Enterprise":
 - a. MWSBE Identification Form
 - b. State of North Carolina Affidavit A - Listing of the Good Faith Effort
or
State of North Carolina Affidavit B - Intent to Perform Contract with Own Workforce
- 3. Section 00 52 13 "Standard Form of Agreement"
- 4. Section 00 62 33 "Roof Manufacturer's Acknowledgment" for Manufacturer listed above.
- 5. Response/Travel Time Documentation

Respectfully submitted this 28th day of February 2024, _____.

Company: Triangle Roofing Services, Inc.

Printed Name: Chris Hughes

Signature: 


Title: President

North Carolina _____ (State)

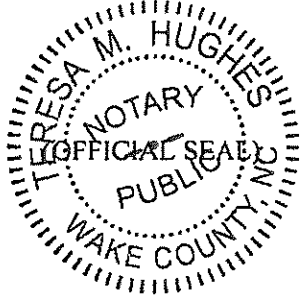
County of Wake _____

I, Teresa M. Hughes _____, a Notary Public for Wake _____ County, North Carolina _____ (State), do hereby certify that Chris Hughes _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of February _____, 20 24.



Notary Public



My commission expires October 25th _____, 20 25.

END OF SECTION

BID BOND

Bond No: Bid Bond

CONTRACTOR:

(Name, legal status and address)

Triangle Roofing Services, Inc.
221 West Vance Street
Zebulon, NC 27597

SURETY:

(Name, legal status and principal place of business)

Hartford Fire Insurance Company
The Hartford - Bond Claim Department
One Hartford Plaza, T-4
Hartford, CT 06155

OWNER:

(Name, legal status and address)

Lee County Government
408 Summltt Drive
Sanford, NC 27330

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

REI#023RAL -083: Lee County Colts Building Mansard Roof Replacement - 1807 Douglas Drive Sanford, NC 27330

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein: The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

Signed and sealed this 15th day of February, 2024.

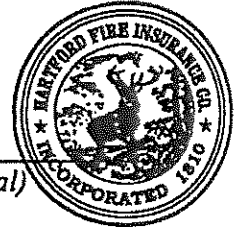
Triangle Roofing Services, Inc.

By: [Signature]
(Principal) (Seal)

Chris Hughes President
(Title)

Hartford Fire Insurance Company

By: [Signature]
(Surety) (Seal)



Leslie Martinez, Attorney-in-Fact
(Title)

[Signature]
(Witness)

[Signature]
(Witness) Julie Bell

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 866-255-3488 or fax: 860-757-5835

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint **Leslie Martinez of Charlotte, NC**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. Bid Bond on behalf of **Triangle Roofing Services, Inc.** naming **Lee County Government** as Obligor in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission #111122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 15, 2024.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

Identification of HUB Certified/ Minority Business Participation

I, Triangle Roofing Services, Inc.
(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

| Firm Name, Address and Phone # | Work Type | *Minority Category | **HUB Certified (Y/N) |
|--------------------------------|-----------|--------------------|-----------------------|
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*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

** HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 0

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Wake

(Name of Bidder)

Affidavit of Triangle Roofing Services, Inc.

I have made a good faith effort to comply under the following areas checked:

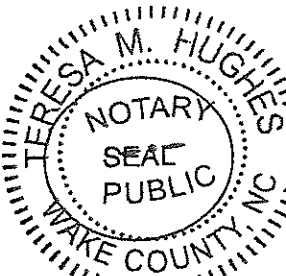
Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive. (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

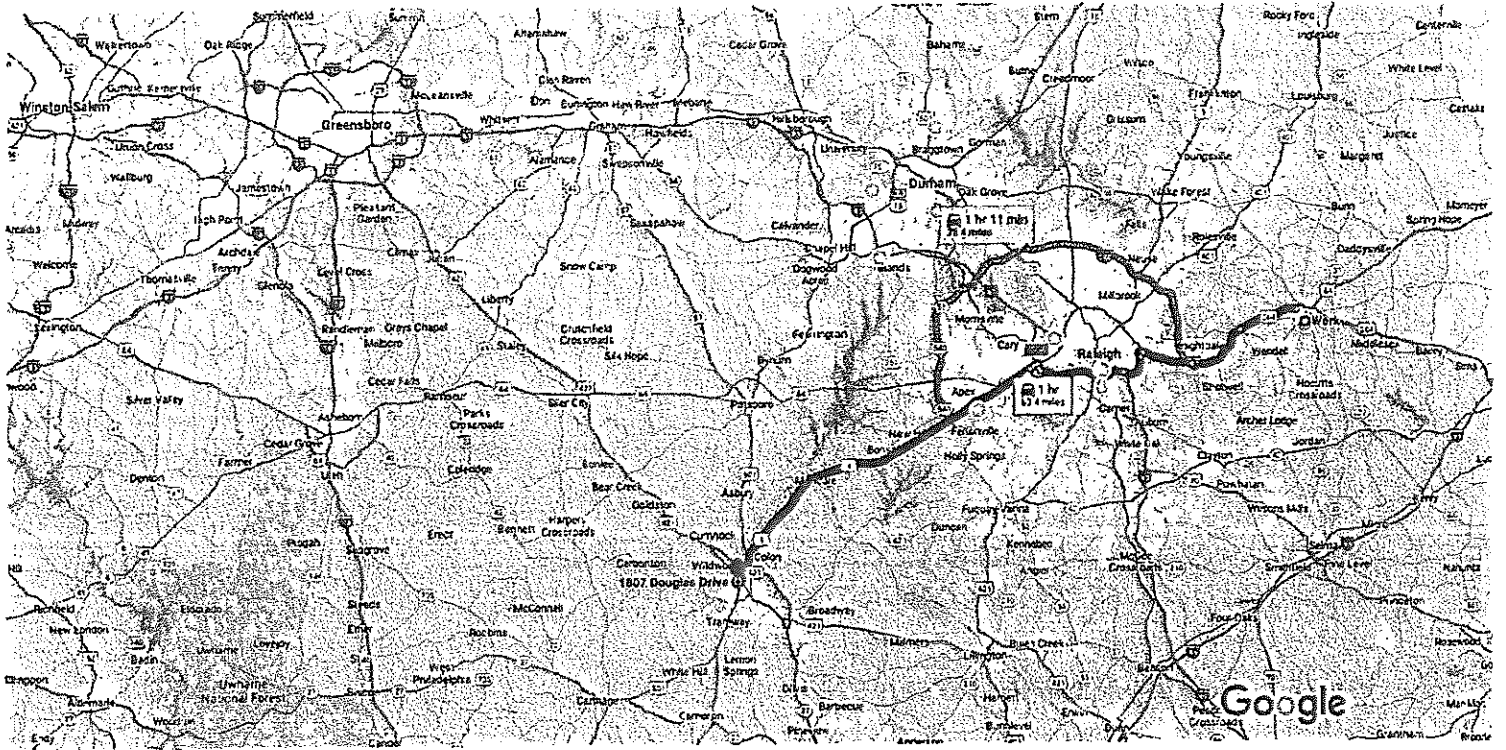
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 2-28-24 Name of Authorized Officer: Chris Hughes
 Signature: *[Signature]*
 Title: President



State of North Carolina, County of Wake
 Subscribed and sworn to before me this 28th day of February, 2024
 Notary Public Teresa M. Hughes *[Signature]*
 My commission expires October 25, 2025



Map data ©2024 Google 5 mi

221 W Vance St
Zebulon, NC 27597

Get on US-264 W/US-64 W

5 min (1.6 mi)

- ↑ 1. Head northeast on W Vance St toward N Church St
0.2 mi
- ← 2. Turn left onto State Hwy 96 N/N Arendell Ave
● Pass by the gas station (on the left in 0.2 mi)
1.2 mi
- ⤴ 3. Turn left to merge onto US-264 W/US-64 W toward Raleigh
0.3 mi

Continue on US-264 W/US-64 W. Take I-87, I-40 and US-1 S to US-421 BUS in Sanford. Exit from US-1 S

54 min (61.5 mi)

- ⤴ 4. Merge onto US-264 W/US-64 W
5.5 mi
- ↑ 5. Continue onto I-87/US-264 W/US-64 W
10.2 mi

SECTION 00 62 33

ROOF MANUFACTURER'S ACKNOWLEDGMENT

Owner: Lee County Government of North Carolina

Project Name: Lee County IT/Colts Building Mansard Roof Replacement

Project Address: 1807 Douglas Road, Sanford, North Carolina 27330

Roofing Contractor: Triangle Roofing Company

Address: Zebulon, NC

Telephone: 919-269-8882

This is to advise the Owner that having thoroughly reviewed the Specifications and Drawings contained within the Project Manual dated January 12, 2024, the above-titled project, we acknowledge that the roof system(s) and flashing system(s) specified are suitable for the issuance of the specified Manufacturer's warranty on this project and have been tested and approved for the wind uplift pressures outlined in the project specifications. Having reviewed the project requirements in detail, the Manufacturer will provide a written response of exceptions to the Engineer through the contractor before ten (10) days of the bid due date or as otherwise outlined in the Instructions to Bidders if conflicts exist between the Manufacturer's warranty requirements and the above listed documents. Exceptions not submitted accordingly are subject to rejection. The manufacturer also certifies that the installer is approved, authorized, or licensed by the manufacturer to install the specified roof system and is eligible to provide the specified manufacturer's warranty. The manufacturer will comply with the specified requirements for on-site technical support.

Terry Burford

Print or type name of manufacturer's designated Liaison on this project

704-650-0727 tburford@mcelroymetal.com

Telephone and Email

McElroy Metal, Inc.

Roof Manufacturer's Company Name

2-26-2024

Roof Manufacturer Representative's Signature

Date

2-26-2024

Roof Manufacturer Representative's Name

Title

1700 Hamilton Rd. Bossier City, LA 71111

Regional Territory Sales manager

Roof Manufacturer's Address

END OF SECTION

SECTION 00 52 13

STANDARD FORM OF AGREEMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Owner's Standard Form of Agreement Between Owner and Contractor.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Specification Sections apply to this Section.**

Contract Agreement Between Triangle Roofing Services, Inc. and Lee County Government

THIS AGREEMENT, made the 28th day of February month 2024 by and between Triangle Roofing Services, Inc. (hereinafter referred to as the "Contractor") and Lee County Government (hereinafter referred to as the "Owner") agree as follows:

1. Scope of Work: The Contractor shall furnish and deliver all of the materials, and perform all of the work in the manner and form as provided by the enumerated plans, specifications and documents, which are attached hereto and made a part thereof as if fully contained herein: advertisement, Instructions to Bidders, General Conditions, Supplementary General Conditions, specifications, accepted proposals, contract, performance bond, payment bond, power of attorney, worker's compensation, public liability, Exhibit A – Lee County Dispute Resolution Policy, any and all addendums, and all drawings.
2. The Contractor shall commence work to be performed under this agreement on a date to be specified in a written order of the Owner and shall fully complete all work hereunder within 60 consecutive calendar days from said date. For each day in excess thereof, liquidated damages shall be as stated in as \$1,000.00 per day. The Contractor, as one of the considerations for the awarding of this contract, shall furnish to the Owner a construction schedule setting forth the project broken down by various divisions of the work and by the calendar days, as described in the General Conditions.
3. The Owner agrees to pay to the Contractor for the faithful performance of this agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money in the amount of \$84,300.
4. Alternates. Alternates, if any, included in the Contract Sum are as follows:

| Item | Price |
|----------|----------|
| Alt. #1 | |
| a. _____ | \$ _____ |
| b. _____ | |
| Alt. #2 | \$ _____ |
| a. _____ | |
| b. _____ | |

5. Allowances. Allowances, if any, included in the Contract Sum are as follows:

Include in the Base Bid the \$9,000.00 Contingency Allowance specified in Section 01 21 00 "Allowances" of the Project Manual.

Include in the Base Bid the Quantity Allowances specified in Section 01 21 00 "Allowances" of the Project Manual.

Replace 256 SF of Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".

6. Unit Prices. Unit prices, if any, are as follows:

Replace Deteriorated Plywood Deck. Refer to Section 06 15 00 "Wood Decking".

Cost: \$ 3.00 per SF

7. Liquidated Damages. Liquidated damages will be \$1,000.00 per day, after the date specified for substantial completion.
8. Binding Dispute Resolution. For any claim subject to, but not resolved by mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

9. The Owner's Representative is:

Lisa Minter, County Manager

408 Summit Drive

Sanford, NC 27330

lminter@leecountync.gov

The Contractor's Representative is:

Chris Hughes

221 West Vance Street

Zebulon, NC

919-625-1772

10. It is further mutually agreed between the Parties that if at any time after the execution of this agreement and the surety bonds hereto attached for its faithful performance, the Owner shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor, at its own expense, within five (5) days after the receipt of notice from the Owner so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the Owner. In such event, no further

payment to the Contractor shall be deemed to be due under this agreement, until such new or additional security for the faithful performance of the Work shall be furnished in a manner and form satisfactory to the Owner.

11. **Compliance with E-Verify requirements:** The Contractor and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.
12. **Divestment from companies that boycott Israel:** Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.
13. **Iran Divestment Act Certification.** The Contractor certifies that the Contractor is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Contractor will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.
14. **Non-Discrimination in Employment.** The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of this provision or any non-discrimination provision of federal, state or local law, this Contract may be suspended or terminated, in whole or in part by the County. In addition, the Contractor may be declared ineligible for further contracts with the County.
15. **Drug-Free Workplace.** During the performance of this agreement, the Contractor agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees of the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specifying the actions that will be taken against employees for violations of such prohibitions, (iii) state in all solicitations or advertisements for employees placed by or on its behalf that it maintains a drug-free workplace; (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.
16. This agreement becomes effective upon the last signature of both parties.

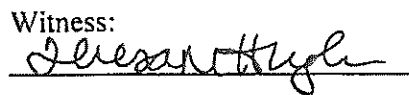
IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the 28th
day of February, 2024.

Triangle Roofing Services, Inc. CONTRACTOR / FIRM

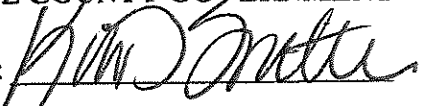
By: Chris Hughes 

Title: President

Date: 2-28-24

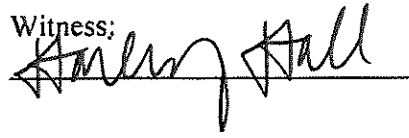
Witness: 

LEE COUNTY GOVERNMENT

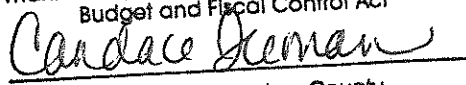
By: 

Title: BOARD CHAIRMAN

Date: 18 MAR 2024

Witness: 

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


Candace Deeman
Finance Officer, Lee County



**EXHIBIT A
COUNTY OF LEE
RULES FOR IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES
IN NORTH CAROLINA PUBLIC BUILDING CONTRACTS**

Table of Rules

1. Initiating Mediated Settlement Conferences
 - A. Purpose of mandatory settlement conferences
 - B. Initiating the dispute resolution process

2. Selection of Mediator
 - A. Selection of certified mediator by agreement of the parties
 - B. Nomination and court approval of a non-certified mediator
 - C. Appointment of mediator by the County of Lee
 - D. Mediator information directory
 - E. Disqualification of Mediator

3. The Mediated Settlement Conference
 - A. Where conference is to be held
 - B. When conference is to be held
 - C. Request to extend deadline for completion
 - D. Recesses
 - E. The mediated settlement conference shall not be cause for the delay of the construction project, which is the focus of the dispute

4. Duties of Parties and Other Participants

5. Authority and Duties of Mediators
 - A. Authority of mediator
 - B. Duties of mediator

6. Compensation of the Mediator
 - A. By agreement
 - B. By appointment

7. Mediator Certification

8. Rule Amendments

9. Time Limits

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

A. Purpose of Mandatory Settlement Conferences. Pursuant to N.C.G.S. 143-128(f1)and (g), these Rules are promulgated to implement a system of settlement events, which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the

parties from engaging in settlement procedures voluntarily at any time to or during commencement of the dispute resolution process.

B. Initiating the Dispute Resolution Process

1. The County reserves the right to require mediation as a precondition to litigation. The County also encourages all disputes to be resolved through good faith efforts of discussion by submitting a dispute to the Project Designer or Prime Contractor and working with the County before a party requests mediation.

2. Any party to a public building contract governed by Article 8, Chapter 143 of the NC General Statutes and identified in N.C.G.S. 143-128(f1) and (g) and who is a party to a dispute arising out of the building process in which the amount in controversy is at least \$15,000 may submit a written request to the County of Lee owner, notice to the Lee County Manager, for mediation of the dispute.

3. Prior to submission of a written request for mediation to the County of Lee owner, the parties requesting mediation:

a. If a prime contractor, must have first submitted its claim to the Project Designer for review. If the dispute is not resolved through the Project Designer's instructions, then the dispute is eligible for mediation in the Formal Dispute Resolution Process and the party may submit their written request for mediation to Lee County.

b. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor with whom it has a contract. If the dispute is not resolved through the Prime Contractor's involvement, then the dispute is eligible for mediation in the Formal Dispute Resolution Process, and the party may submit its written request for mediation to the County of Lee.

c. If the party requesting mediation is the Project Designer, then it must first submit its claim to the County of Lee to resolve. If the dispute is not resolved with the County of Lee's involvement, then the Project Designers' dispute is eligible for mediation in the Formal Dispute Resolution Process, and the Project Designer may submit its written request to the County of Lee for mediation.

RULE 2. SELECTION OF MEDIATOR

A. Selection of Certified Mediator by Agreement of the Parties. The parties may select a certified mediator pursuant to the Rules by agreement within 21 days of requesting mediation. The requesting party shall file with the County of Lee a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address, and telephone number of the selected mediator, state the rate of compensation of the mediator, state that the mediator and opposing counsel have agreed upon the selection and rate of compensation, and state that the mediator is certified pursuant to these Rules.

B. Nomination and the County of Lee Approval of a Non-Certified Mediator. The parties may select a mediator who does not meet the certification requirements of these Rules, but who, in the opinion of the parties and the County of Lee, is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with Lee County a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator, state the training, experience or other qualifications

of the mediator, state the rate of compensation of the mediator, and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

Lee County shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

C. Appointment of Mediator by Lee County. If the parties cannot agree upon the selection of a mediator, the party or party's attorney shall notify Lee County and request, on behalf of the parties, that Lee County appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, Lee County shall appoint a certified attorney mediator. If no preference is expressed, Lee County may appoint a certified attorney or a certified non-attorney mediator.

D. Mediator Information Directory. To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained in any county participating in the Superior Court Mediation Settlement Conference Program.

E. Disqualification of Mediator. Any party may request replacement of the mediator by Lee County for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

A. Where Conference is to be Held. Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in Lee County. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons or entities required to attend.

B. When Conference is to be Held. The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after naming the mediator.

C. Request to Extend Deadline for Completion. A party, or the mediator, may request Lee County to extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communication its objection to Lee County.

Lee County may grant the request by setting a new deadline for completion of the conference.

D. Recesses. The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.

E. The mediated settlement conference shall not be cause for the delay of the building project which is the focus of the dispute.

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN FORMAL DISPUTE RESOLUTION PROCESS

A. Attendance.

1. All parties to the dispute originally presented to the Designer or Prime Contractor for initial resolution must attend the mediation. Failure of a party to a construction contract to attend the mediation may result in Lee County's withholding of monthly payment to that party until such party attends the mediation.

2. Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys on behalf of parties may attend the mediation but are not required to do so.

4. Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.

B. Finalizing Agreement. If an agreement is reached in the conference, parties to the agreement shall reduce the terms to writing and sign it along with their counsel.

C. Mediation Fee. The mediation fee shall be decided amongst the parties at the time mediation is requested.

D. Failure to Compensate Mediator. Any party's failure to compensate the mediators in accordance with N.C.G.S. 143-128(f1) and (g) may subject that party to a withholding of said amount of money from the party's monthly payment by Lee County.

RULE 5. AUTHORITY AND DUTIES OF MEDIATORS

A. Authority of Mediator.

1. Control of Conference. The mediator shall at all times be in control of the conference and the procedures to be followed.

2. Private Consultation. The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.

3. Scheduling the Conference. The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.

B. Duties of Mediator.

1. The mediator shall define and describe the following at the beginning of the conference:

- a. The process of mediation;
- b. The difference between mediation and other forms of conflict resolution;
- c. The costs of the mediated settlement conference;
- d. That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;

- e. The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
 - f. Whether and under what circumstances communications with the mediator will be held in confidence during the conference;
 - g. The inadmissibility of conduct and statements as provided by N.C.G.S. 7A-38.1;
 - h. The duties and responsibilities of the mediator and the participants; and
 - i. That any agreement reached will be reached by mutual consent.
2. Disclosure. The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.
3. Declaring Impasse. It is the duty of the mediator to timely determine that an impasse exists and that the conference should end.
4. Reporting Results of Conference. The mediator shall report to Lee County within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of the agreement. The mediator's report shall inform Lee County of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. Lee County may require the mediator to provide statistical data for evaluation of the mediated settlement conference program.
5. Scheduling and Holding the Conference. It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by the Rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order from Lee County.

RULE 6. COMPENSATION OF THE MEDIATOR

A. By Agreement. When the mediator is stipulated by the parties, compensation shall be as agreed upon by the parties and the mediator provided that the provisions of N.C.G.S. 7A-38.1(k) are observed.

B. By Appointment. When the mediator is appointed by Lee County, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one time per case administrative rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

RULE 7. MEDIATOR CERTIFICATION

All mediators certified in the Formal Dispute Resolution Program shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina, except when otherwise allowed by Lee County upon the request of the parties to the mediation. When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these Rules.

All mediators chosen must either demonstrate they are certified in accordance with the Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of Lee County to mediate any dispute in accordance with these Rules.

RULE 8. RULE MAKING

These Rules are subject to amendment by Lee County at any time the County deems it appropriate.

RULE 9. TIME LIMITS

Any time limit provided for by these Rules may be waived or extended by the mediator it appoints for good cause shown. If the mediator has not yet been appointed, the Designer of Record shall decide all waivers or extensions of time for good cause shown.



GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

Table of Contents

| | |
|--|----|
| ARTICLE 1. DEFINITIONS | 2 |
| ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS..... | 5 |
| ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS..... | 7 |
| ARTICLE 4. BONDS | 8 |
| ARTICLE 5. INSURANCE AND INDEMNITY | 8 |
| ARTICLE 6. OTHER DOCUMENTS AND SUBMITTALS..... | 14 |
| ARTICLE 7. CONTRACTOR..... | 14 |
| ARTICLE 8. OWNER..... | 22 |
| ARTICLE 9. CONSTRUCTION MANAGER..... | 22 |
| ARTICLE 10. DESIGNER..... | 23 |
| ARTICLE 11. CONTRACT TIME | 23 |
| ARTICLE 12. CHANGES IN THE WORK..... | 27 |
| ARTICLE 13. CHANGE OF THE CONTRACT PRICE..... | 28 |
| ARTICLE 14. UNFORESEEN CONDITIONS | 30 |
| ARTICLE 15. CORRECTION OF WORK BEFORE FINAL PAYMENT | 30 |
| ARTICLE 16. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES | 31 |
| ARTICLE 17. OWNER'S RIGHT TO DO WORK..... | 32 |
| ARTICLE 18. PARTIAL PAYMENTS | 32 |
| ARTICLE 19. FINAL PAYMENT..... | 34 |
| ARTICLE 20. CONTRACTOR, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT | 35 |
| ARTICLE 21. ASSIGNMENTS AND SUBCONTRACTS | 35 |
| ARTICLE 22. MEASUREMENTS | 36 |
| ARTICLE 23. CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS | 36 |
| ARTICLE 24. USE OF PREMISES..... | 36 |
| ARTICLE 25. DISPUTE RESOLUTION | 37 |

| | |
|--|----|
| ARTICLE 26. TAXES..... | 37 |
| ARTICLE 27. OPERATION OF OWNER’S FACILITIES | 38 |
| ARTICLE 29. TERMINATION OR SUSPENSION BY THE OWNER FOR CAUSE | 38 |
| ARTICLE 29. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE | |

38

ARTICLE 1. DEFINITIONS

- 1.1 Agreement- the Contract Agreement, these general conditions, and any supplementary conditions, advertisement, instructions to bidders, specifications, drawings, bonds, addendums, drawings.
- 1.2 Beneficial Occupancy- the point at which the Project can be occupied by the Owner for its intended purpose, upon achievement of Substantial Completion, as defined in 1.35.
- 1.3 Change Order- a written order to the Contractor signed by the Owner and the Designer authorizing an addition, deletion, or revision in the Work and/or an adjustment in the Contract Price and/or the Contract Time issued after execution of the Contract Agreement.
- 1.4 Completion Date- those dates identified as completion dates in the Contract Construction Schedule or elsewhere in the Contract Documents.
- 1.5 Contract Agreement- the document executed by the Contractor and Owner to formally memorialize their consent to the terms of the Agreement.
- 1.6 Construction Change Directive- a written order to the Contractor signed by the Owner and the Designer directing an addition, deletion, or revision in the Work after execution of the Contract Agreement, in circumstances when the parties have been unable to agree on an adjustment to the Contract Price or the Contract Time, but the Owner requests that the Contractor proceed with said Work subject to adjustment of the Contract Price and/or Contract Time under the procedures described herein.
- 1.7 Construction Manager- the person or firm designated as the Construction Manger in the Contract Documents, or their authorized representatives. The Construction Manager, as referred to herein, will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.8 Contract Construction Schedule- that schedule identified as the Contract Construction Schedule.
- 1.9 Contract Documents- all of the documents that make up the Agreement, plus the Drawings and Specifications that describe the scope of the work, plus allowable modifications to the contract documents.

- 1.10 Contract Price- the total monies payable to the Contractor under the Contract Documents.
- 1.11 Contract Time- the number of calendar days stated in, or computed from, the Contract Documents for the completion of the Work, or any portion thereof. Time of completion is of the essence. The time used and referred to on the Project will be that time which is observed in Sanford, Lee County, North Carolina, being Eastern Daylight Savings Time, Eastern Standard Time, or other as designated by the Designer.
- 1.12 Contractor- the Contractor shall be that party identified in the Agreement.
- 1.13 Days- unless otherwise indicated, the term “days” shall mean consecutive calendar days.
- 1.14 Daylight Hours- the hours or portion of hours between sunrise and sunset local time.
- 1.15 Designer- the person or firm designated as the Designer, in the Contract Documents, or their authorized representatives. The Designer(s), as referred to herein, shall mean architect, landscape architect, and/or engineer. They will be referred to hereinafter as if each were of the singular number, masculine gender.
- 1.16 Drawings- the drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, and generally including plans, elevations, sections, details, schedules and diagrams. A list of the Drawings is contained in the Supplemental General Conditions.
- 1.17 Field Order- a written order issued by the Designer which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with the Contract Documents.
- 1.18 Final Completion- the point at which the Contractor has, as determined by the Designer, completed the Work, with the exception of guaranty and warranty obligations, and becomes entitled, upon the recommendation of the Designer and determination by the Owner, to final payment.
- 1.19 Liquidated Damages- An amount, as stated in the Contract Agreement, reasonably estimated in advance to cover the consequential damages associated with the Owner’s economic loss in not being able to use the Project for its intended purposes at the end of the contract’s completion date as amended by change order, if any, by reason of failure of the contractor(s) to complete the work within the time specified.
- 1.20 Modification- a written amendment to the Contract Documents signed by the Owner and the Contractor and identified therein as such, or a Change Order, or a Construction Change Directive, or a Field Order.
- 1.21 Notice to Proceed- see Article 11.3.

- 1.22 Owner- the Owner is the person designated as such in the Agreement.
- 1.23 Owner's Authorized Representative- a person or persons, employed by the Owner and designated from time to time by written notice to the Contractor to administer the Contract Documents, and to observe and monitor the Work on behalf of the Owner with authority and responsibility as herein specified.
- 1.24 Notice- the term "notice" or "written notice" as used herein shall mean and include all written notices, demands, instructions and claims, approvals and disapprovals furnished by the Owner or the Designer to obtain compliance with the requirements of the Contract Documents as well as all written notices, demands, instructions and claims furnished by the Contractor as required by the Contract Documents. Where notice is required under the terms of the Contract Documents, written notice shall always be required, and oral or "constructive" notice shall be insufficient and ineffective as notice unless specifically allowed by the Supplementary Conditions or a Modification to the Agreement. Written notice shall be deemed to have been duly served on the date that it is delivered in person to the individual or to a member of the firm, to an officer of the corporation for whom it is intended, to an authorized representative of such individual, firm, or corporation, or on the date that it is mailed by registered or certified mail, return receipt requested, addressed to the last business address of such individual, firm, or corporation. Written notice may also be given by facsimile transmission, provided that proof of delivery is obtained. In the case of delivery in person, such delivery shall not be effective unless and until a written and signed receipt showing the date and time of deliver is obtained.
- 1.25 Project- the total construction of which the Work performed under the Contract Documents may be the whole or a part.
- 1.26 Project Expediter- As used herein, is an entity stated in the Contract Documents, designated to effectively facilitate scheduling and coordination of Work activities. For the purpose of a single prime contract, the single prime contractor is designated as the Project Expediter.
- 1.27 Project Manager- that person designated by the Contractor who shall be in general charge of the Work and its performance.
- 1.28 Request for Information- a written communication from the Contractor to the Designer for any interpretation of, or information needed, required, or desired under the Contract Documents. The Owner reserves the right to determine the reasonable format and contents required for a Request for Information. In any Request for Information, the Contractor shall state a reasonable date by which a response is necessary in order to avoid delay in progress of the Work and shall make such request sufficiently in advance of such date as to avoid any such delay.
- 1.29 Request for Payment- document approved by Owner, which is to be used by the Contractor in requesting progress payments and which is to include a Schedule of Values as required by the Contract Documents and an affidavit of the Contractor that progress

payments theretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all the Contractor's obligations incurred in connection with Work covered by all prior applications for payment.

- 1.30 Superintendent- that person designated by the Contractor who has day-to-day responsibility for the prosecution of the Work and the obtaining of proper materials and equipment, and adequate labor.
- 1.31 Schedule of Values- any breakdown of the Contract Price which may be required by the Contract Documents and designated as such.
- 1.32 Specifications- the portion of the Contract Documents consisting generally of the written requirements for materials, equipment, construction systems, standards, and workmanship for the Work and performance of related services.
- 1.33 Subcontractor- a person, firm, or corporation who has entered into a direct contract with the Contractor to perform any of the Work of the Project.
- 1.34 Submittal- shop drawings, product data, samples, and other documents required by the Contract Documents to be submitted by the Contractor to the Designer.
- 1.35 Substantial Completion- the point at which the Work, and Work by other Contractors on or in connection with the Project, as determined by the Designer, is sufficiently complete in accordance with the Contract Documents that it can be beneficially occupied by the Owner, and the Work can be utilized by the Owner for its intended use, and all necessary permits and permissions for Beneficial Occupancy and utilization having been obtained by the Contractor. All operations and maintenance manuals, Owner training, and as-built drawings must be submitted prior to Substantial Completion being achieved.
- 1.36 Work- the construction and services required by the Contract Documents, including all labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

ARTICLE 2. CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

- 2.1 It is the intent of the Specifications and Drawings and other Contract Documents to describe a complete Project in accordance with the Contract Documents.
- 2.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, the Contractor shall notify the Designer in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given preference in the following order: Contract Agreement, Modifications, Addenda, Supplemental Conditions, General Conditions, Specifications, and Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over

general Drawings. Any Work that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which, so applied, have a well known technical trade meaning shall be deemed to refer to such meaning and to incorporate any recognized standards which are a part of such meaning.

2.3 Miscellaneous items, accessories and work which are not specifically mentioned, but which are essential to produce a complete and properly operating installation, or useable structure or plant providing the indicated function shall be furnished and installed without change in the Contract Price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight and other applicable characteristics, as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Designer before installation. This requirement is not intended to include major components not covered by or inferable from the Contract Documents.

2.4 The Work of all trades under the Contract Documents shall be coordinated by the Contractor in such a manner as to obtain the best workmanship possible for the entire Project and all components of the Work shall be installed or erected in accordance with the best practices of the particular trade.

2.5 The Contractor shall fully complete the Work and shall be responsible for all of the Work under the Contract Documents to which the Construction Agreement applies. If the Contractor is prevented from doing so by any limitation of the Contract Documents, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing before proceeding with the construction in the area where the problem or limitation exists.

2.6 Standard specifications or manufacturers' literature, when referenced, shall be of the latest revision or printing unless otherwise stated and is intended to establish the minimum requirements acceptable.

2.7 For those materials specified without the use of brand names, the Contractor shall submit within thirty (30) days after his receiving the Contract Agreement for signatures, any product that meets the express requirements of the Specifications.

Such Submittal shall include manufacturer's data, test reports, performance data and certifications, samples, erection details, and other applicable information as required to permit determination by the Designer whether such proposed products are suitable. The Designer shall be the sole judge as to the suitability of any proposed product. The burden of proof of quality rests with the Contractor.

2.8 The Contractor is required to examine and read the complete set of Contract Documents for information concerning the Work, because some of the Work for which the Contractor will be responsible may be indicated on or in documentation applying primarily to the Work of one or more other separate prime contractors. No allowance will be made for the Contractor's failure to become familiar with the complete set of project documents.

2.9 Contractor's requests for clarification or information shall clearly define the cause(s) of Contractor's request and, as appropriate, shall include Contractor's interpretation and Contractor's proposed solution.

ARTICLE 3. FAMILIARITY WITH WORK, CONDITIONS AND LAWS

3.1 The Contractor has investigated prior to bidding and is satisfied with all conditions affecting the Work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electrical power, roads and uncertainties of weather, or similar physical conditions at the Project site, and the character of equipment and facilities needed prior to and during prosecution of the Work. The Contractor is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from inspection of the Project site, including all exploratory work done by the Owner, as well as from information presented by the Contract Documents, or any other information made available to the Contractor prior to receipt of bids. Any failure by the Contractor to become acquainted with the available information shall not relieve the Contractor from the responsibility for estimating properly the difficulty or cost of successfully performing the Work.

3.2 The Contractor shall be entitled to rely upon all information furnished to the Contractor in writing by the Owner with respect to the Project site and to make all inferences from it that would reasonably be made by a contractor having knowledge and experience with similar work; however, the Contractor shall not be entitled to infer from Owner-supplied information any fact or condition which would not be inferred by a contractor having knowledge and experience with similar work and, if the Owner-supplied information is inadequate or insufficient in any respect, the Contractor shall be required to obtain independently such other information as a knowledgeable and experienced contractor would prudently obtain in order to evaluate any such condition.

3.3 The Contractor specifically acknowledges familiarity with all Federal, State, and local laws, ordinances, rules and regulations which may in any manner affect those engaged or employed in the Work, or the materials or equipment in or about the Work, or in any way affect the conduct of the Work and agrees that the Contractor and the Contractor's employees, subcontractors, and suppliers will, at all times, comply with same. If the Contractor shall discover any provisions in the Contract Documents which are contrary to or inconsistent with any such law, ordinance, rule, or regulation, the Contractor shall immediately give notice thereof to the Designer and the Owner in writing, identifying any items of Work affected, and the Contractor shall not proceed until the Contractor has received written direction from the Designer with respect to these items. If the Contractor performs contrary to or inconsistently with any such law, ordinance, rule, or regulation without giving such notice, the Contractor shall bear all costs which are a consequence of such performance.

3.4 At times selected by the Designer after execution by the Contractor of the Construction Agreement, a pre-construction conference shall be scheduled and conducted for the benefit of the Project.

ARTICLE 4. BONDS

4.1 A performance bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the faithful performance of the Work in compliance with the Contract Documents, in such form as may be required by law and approved by the Owner. The bond shall be dated the same date as the Construction Agreement and must be accompanied by a current copy of the power of attorney for the attorney-in-fact executing such bond on behalf of a surety company licensed to do business in the state of North Carolina.

4.2 A payment bond in the full amount of the Contract Price shall be required of the Contractor to guarantee the payment of all labor and material costs or claims in connection with compliance with the Contract. The payment bond shall be in such form as may be required by law and approved by the Owner. Said bond shall be dated and executed in the same manner as the performance bond in paragraph 4.1.

ARTICLE 5. INSURANCE AND INDEMNITY

5.1 CONTRACTOR PROVIDED INSURANCE

The Contractor shall, without limiting its obligations or liabilities, procure, pay for and maintain such insurance as is required by law and as is required by this Agreement to protect the Contractor and the Owner from claims for damages for bodily injury, including death, and from claims for property damage which may arise from the Contractor's or its representatives', consultants', Subcontractors', agents', or employees' operations under this Agreement. Such insurance shall be of the kinds and have limits of liability and coverages not less than the minimum limits hereinafter specified or required by law, whichever is greater. The Owner makes no representation as to the adequacy or sufficiency of such coverages. The following requirements shall in no way be construed to limit or eliminate the liability of the Contractor, which arises from performance of Work under the Agreement. The Contractor is strictly responsible for any losses, claims, and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies.

The insurance specified shall be provided by an insurer approved by the Owner authorized to do such business in the State of North Carolina, and on terms approved by the Owner. Insurance companies utilized shall have a minimum rating of A- and Class VII as evaluated by the most current A.M. Best Rating Guide. If the insurer has a Best Rating less than A- and Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding with any Work under the Agreement. All agents and brokers shall hold valid licenses from the State of North Carolina. Before commencing mobilization to the Project site and not later than 7 days after the receipt of the Construction Agreement by the Contractor for signatures, the Contractor shall furnish to the Owner a certificate or certificates of insurance in a form satisfactory to the Owner. Upon request of the Owner, the Contractor shall provide the Owner with certified copies of the insurance policies required by this Article, including without limitation declaration pages, conditions, exclusions and endorsements, and confirmation that each policy premium has been paid for the required term of this Agreement. A copy of the umbrella policy shall be provided to the Lee County Finance Department. Certificates shall be signed by a person authorized by that insurer to bind coverage on its behalf. In the event of any such cancellation, non-renewal, reduction, restriction, or change in any insurance, the Contractor is obligated to replace such

insurance within 7 days without a gap in coverage and file accordingly such notice with the Owner, and other interested parties. Failing immediate receipt of evidence of such replacement of insurance the Owner reserves the right to procure such insurance as the Owner considers desirable and the Contractor shall pay or reimburse the cost of the premium in respect thereof. It is expressly provided, however, that any action or inaction on the part of the Owner in this respect shall in no way change or reduce the Contractor's responsibilities and liabilities under this Agreement. Self-funded, policy fronting, or other non-risk transfer insurance mechanisms are not acceptable without prior written approval of the Owner. Full disclosure of such a program must be made prior to commencing mobilization to the Project site. Failure to make a full disclosure constitutes a material breach of the Agreement, justifying termination for default.

The Contractor shall name the Owner and Designer as additional insureds under all its insurance contracts (except workers' compensation) with respect to and including without limitation liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and automobiles owned, hired, leased, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

For any claims related to this Project, the Contractor's insurance or self-insurance shall be primary and noncontributory with respect to the Owner's insurance. Any insurance or self-insurance maintained by the Owner shall be excess and noncontributory with respect to the Contractor's insurance.

All policies of insurance shall contain a clause waiving rights of subrogation against the Owner, unless the Owner approves otherwise in writing.

Limits of coverage are not to be amended by deductible clauses of any nature without the express written consent of the Owner. The Contractor shall be solely responsible for any deductible assumptions that may exist in any insurance policies required under this Agreement. In addition, the Contractor shall be responsible and shall not be reimbursed for any losses arising from any risk or exposure not insured as required herein, or not covered as a result of a normal policy extension or that falls within the self insured retention, if Contractor is self insured.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The claim provisions in the Contractor's insurance policies must specifically state the insurance company or Contractor's Third Party Administrator, if self insured, has both the right and duty to adjust a claim and provide defense.

The policies shall not contain any provision or definition which would serve to exclude or eliminate from coverage third party claims, including exclusions of claims for bodily or other injury to shareholders, partners, officers, directors, or employees of the insured, the premises owner, real estate manager, or the insured's Subcontractor, or any family relative of such persons.

If the policies contain any warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.

Any failure by any person to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

The insolvency or bankruptcy of the Insured or of the Insured's estate shall not relieve the insurance companies of their obligations under these policies. Any clauses to the contrary are unacceptable and must be stricken.

Failure to comply with these requirements shall be a material breach of this Agreement justifying termination for default.

5.2 CONTRACTOR PROVIDED WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

The Contractor and its Subcontractors shall procure and maintain Workers' Compensation Insurance in the amount and type required by the State of North Carolina and federal law for all employees employed under the Agreement who may come within the protection of Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors. In jurisdictions not providing complete Workers' Compensation protection, the Contractor and his Subcontractors shall maintain employers' liability insurance in an amount, form, company, and agency satisfactory to the State of North Carolina and the Owner for the benefit of all employees not protected by Workers' Compensation Laws and covering all operations under the Agreement whether performed by the Contractor or by his Subcontractors.

The Contractor shall pay such assessments as will protect the Contractor and the Owner from claims under the Workers' Compensation laws, workers' or workmen's' compensation disability benefits, and other similar employee benefit acts. The current Experience Modification Factor shall be indicated on the Certificate of Insurance.

Coverage under this section shall be as required by federal and state Workers' Compensation and Occupational Disease Statutes, and shall have minimum limits as follows:

| | | |
|-----------------------|------------------------------------|-------------|
| Coverage A: | Statutory, State of North Carolina | |
| Employers' Liability: | Each Accident | \$1,000,000 |
| | Disease - Policy Limit | \$1,000,000 |
| | Disease - Each Employee | \$1,000,000 |

Such insurance shall include Voluntary Compensation coverage, a Waiver of Subrogation in favor of the Owner as well as other endorsements that may be required by applicable jurisdictions, i.e. United States Longshoremen and Harbor Workers Act and maritime coverage (Jones Act).

5.3 CONTRACTOR PROVIDED AUTOMOBILE LIABILITY INSURANCE

The Contractor shall procure and maintain automobile insurance against liability for bodily injury and property damage as described below, that may arise with respect to the Work being performed under the Agreement, and as will provide protection from claims which may arise out of or result from the Contractor's performance of the Work and the Contractor's other obligations under the Agreement, whether such performance of the Work is by the Contractor, by any representative or Subcontractor, by anyone, both officially and personally, directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

This policy of insurance shall carry the following minimum Limit of Liability:

Combined Single Limit \$1,000,000

The policy of insurance shall contain or be endorsed to include the following:

- a) owned, hired, and non-owned automobile liability.
- b) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations.

Any failure by any party to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to the Owner and its representatives, officials, and employees.

No subcontracting of waste hauling shall be permitted without prior, written approval of the Owner.

5.4 CONTRACTOR PROVIDED GENERAL LIABILITY

This policy must be written on an Occurrence basis, with the following minimum Limits of Liability:

| | |
|---|----------------|
| General Aggregate per project | \$2,000,000.00 |
| Products/Completed Operations Aggregate | \$2,000,000.00 |
| Bodily Injury and Property Damage csl/each occurrence | \$1,000,000.00 |
| Personal Injury and Advertising Injury | \$2,000,000.00 |

The policy of insurance shall contain or be endorsed to include the following:

- a) Blanket Contractual Liability covering Contractor's indemnification obligations under this Agreement, in accordance with ISO policy form CG 00 01. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.

- b) Premises/Operations Liability.
- c) Explosion, collapse, and underground fault.
- d) Independent Contractors and Independent Subcontractors coverage.
- e) Broad Form Property Damage.
- f) Personal Injury
- g) Cross Liability/Severability of Interest clause.
- h) Employer's Stop-Gap Liability endorsement, if applicable.
- i) Amendment of the Pollution Exclusion Endorsement to allow coverage for bodily injury or property damage caused by heat, smoke, or fumes from a hostile fire.
- j) Designated General Aggregate Limit Endorsement if required by the Supplemental General Conditions.

5.5 CONTRACTOR PROVIDED PROPERTY INSURANCE

The Contractor shall purchase All Risk Property Insurance on a Completed Value Form in the names of the Owner, Contractor, Subcontractors, and sub-subcontractors as their interests may appear with limits as follows:

- a) Full insurance value of the Work, or
- b) Amount equal to the Contract Price for the Work, whichever is higher.

The Contractor is responsible for all physical damage to owned or rented machinery, tools, equipment, forms, and other items owned, rented or used by the Contractor and/or Subcontractor(s) in the performance of the Work. The insurance coverage evidencing such shall include a waiver of subrogation in favor of the Owner.

5.6 CLAIMS

The Contractor shall notify the Owner within 24 hours of any claims or alleged claims received by the Contractor covered by any of the policies of insurance required in this Agreement. The Contractor shall provide a written copy of the claim or alleged claim to the Owner within 3 days of the Contractor's receipt of the claim or alleged claim. If a claim is settled to the satisfaction of the claimant, the Contractor shall submit a copy of the claimant's release to the Owner.

If a claim or alleged claim is rejected by the Contractor and/or its insurance company, the Contractor shall immediately report this fact to the Owner.

Should 30 days elapse after the claim or alleged claim has been received by the Contractor, and the Contractor is not able to report a settlement or rejection of the claim, it shall report to the Owner the steps being taken with respect to the claim.

Without limiting the foregoing, the Contractor shall notify in writing the County risk manager of any paid or incurred claims which may impair annual aggregate or general liability.

5.7 CONTRACTOR'S DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the insurer shall reduce to a maximum of \$250,000 or eliminate such deductibles or self-insured retentions with respect to the Owner, or the Contractor shall provide evidence of collateral provided to insurers or procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses within the deductible or self-insured retention amount. Any self-insured retention or deductible amount on the policy shall not reduce the amount of collectible limits or liability.

5.8 CONTRACTOR'S SUBCONTRACTORS

The Contractor shall include all Subcontractors as Insureds under its policies, or shall furnish separate certificates, policies, and endorsements for each Subcontractor the Contractor intends to use. If a Subcontractor does not take out insurance in his own name and the Contractor wishes to provide insurance protection for such Subcontractor and such Subcontractor's employees, the Contractor shall either (a) procure appropriate policies in the name of the Subcontractor, or (b) cause a rider or riders to be attached to the Contractor's policies which shall identify the Subcontractor thereby covered; provided, however, in the case of the latter option, such a rider need not be attached to the Contractor's workers' compensation policy if such policy by its terms is sufficiently broad to cover the employees of all Subcontractors performing Work under the Contract Documents. Except as otherwise approved by the Owner in writing, Limits of Liability and coverage scope must be at a minimum as stringent as required of the Contractor by the Contract Documents. All Work performed for the Contractor by any Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance as provided herein. Insurance monies received from any loss shall be divided as the respective interest of the parties affected shall appear.

5.9 INDEMNIFICATION

To the fullest extent provided by law, the Contractor shall indemnify and hold harmless the owner, the designer and the agents, consultants and employees of the owner and designer, from and against all claims, damages, losses and expense, including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the work, provided that any such claim, damage, loss or expense 1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and 2) is caused in whole or in part by any

negligent act or omission of the Contractor, the Contractor's subcontractor, or the agents of either the Contractor or the Contractor's subcontractor. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this article.

The provisions of this paragraph shall survive the termination or cancellation or completion of this Agreement.

ARTICLE 6. OTHER DOCUMENTS AND SUBMITTALS

The Contractor acknowledges that the processing of shop drawings and other submittals is directly impacted by the clarity, completeness, and accuracy of said documents and that it is the Contractor's responsibility to (i) review and coordinate each submittal with all other related or affected Work and (ii) approve each submittal before submitting same to the Designer for approval.

No substitutions and no deviations from any requirement of the Contract Documents shall be deemed allowed unless the Contractor has specifically informed the Designer and the Owner in writing of such deviations at the time of submittal and the Designer and the Owner have given written and specific approval to the substitutions or deviations. In proposing a deviation or substitution the Contractor warrants to the Owner, notwithstanding any review, allowance or approval by the Designer or the Owner that the deviation or substitution is at least equal to or better in quality and for the purpose intended, and that Contractor shall not by reason of any such review, allowance or approval be relieved from any obligation or responsibility contained in the Contract Documents.

ARTICLE 7. CONTRACTOR

7.1 The Contractor shall supervise and direct the Work efficiently and with the Contractor's best skill and attention. Except as may be set forth specifically in the Contract Documents, the Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs in connection with the Work. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

7.2 The Contractor shall appoint a Project Manager and shall keep on the Project at all times during its progress a competent Resident Superintendent and necessary assistants who shall not be replaced without prior written approval by the Owner except under extraordinary circumstances, in which event immediate written notice shall be given to the Designer and the Owner. The Project Manager and the Resident Superintendent may be the same person or different persons. At any time, the Owner, in its sole and absolute discretion, may require the Contractor to replace the Project Manager or Resident Superintendent with an experienced and competent person or persons upon seven (7) days written notice from the Owner to the Contractor. Such replacement shall be at the Contractor's expense and at no cost to the Owner.

Both the Project Manager and the Resident Superintendent shall have authority to act on behalf of the Contractor, and instructions, directions or notices given to either of them shall be as binding as if given to the Contractor.

7.3 The Contractor shall provide sufficient competent and suitably qualified personnel, equipment, and supplies to lay out the Work and perform construction as required by the Contract Documents. The Contractor will at all times maintain good discipline and order at the site, and will comply with all applicable OSHA standards.

Any person employed by the Contractor, any Subcontractor, or any sub-subcontractor who, in the opinion of the Designer or the Owner, does not perform his Work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Owner or Designer, be removed forthwith by the Contractor, Subcontractor, or sub-subcontractor employing such person without cost to the Owner, and shall not be employed again in any portion of the Work without the written approval of the Owner or Designer.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper prosecution of the Work within three (3) days after written order, the Owner may withhold further payment by written notice until compliance with such order.

7.4 If, in the opinion of the Designer or the Owner, any Subcontractor on the Project is incompetent or otherwise unsatisfactory, he shall be replaced by the Contractor with no increase in the Contract Price if and when directed by the Designer or the Owner in writing.

7.5 The Contractor shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, light, heat, and all other facilities and incidentals necessary for the execution, maintenance, initial operation, and completion of the Work, other than those specifically excluded by the Contract Documents and to be furnished by the Owner or others. When use or storage of hazardous materials or equipment or methods of more than ordinary risk are necessary in accomplishing the Work, the Contractor shall give the Owner and Designer reasonable advance notice.

All equipment which is proposed to be used in the Work shall be of sufficient size and in such mechanical condition as to meet the requirements of the Work and produce a satisfactory quality of work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing facilities shall result from its use.

When the methods and equipment to be used by the Contractor accomplishing the Work are not prescribed in the Contract Documents, the Contractor shall be free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract Documents.

When the Contract Documents specify the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized by the Designer. If the Contractor desires to use a method or type of equipment other than specified in the Contract Documents, the Contractor may request authority from the Designer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of

the reasons for desiring to make the change. If approval is given, it shall be on the condition that the Contractor shall be fully responsible for producing Work in conformity with the requirements of the Contract Documents. If, after trial use of the substituted methods or equipment, the Designer determines that the Work produced does not meet the requirements of the Contract Documents, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment at no additional cost to the Owner. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Designer may direct. No change in the Contract Price or in Contract Time shall be made as a result of authorizing a change in methods or equipment under this paragraph.

7.6 All materials and equipment shall be new, except as otherwise provided in the Contract Documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the Project site in their original packages or containers with seals unbroken and labels intact.

Materials shall be so stored as to assure the preservation of their quantity, quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected by the Designer or Owner prior to their use in the Work and shall meet the requirements of the Contract Documents at the time they are incorporated into the Work. Stored materials shall be located so as to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the Designer and the Owner. Materials to be stored at the Project or on the Owner's property shall not create an obstruction to the Owner's or other contractor's reasonable activities. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the Owner a copy of the property owner's permission. All storage sites on private or the Owner's property shall be restored to their original condition by the Contractor at his entire expense, except as otherwise agreed to (in writing) by the owner or lessee of the property.

7.7 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processor, except as otherwise provided in the Contract Documents.

7.8 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of the Contractor's own employees. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor or supplier and the Owner or the Designer, or any obligation on the part of the Owner or the Designer to pay or see to the payment of any money due any such Subcontractor or material furnisher except as may otherwise be required by law. The Owner or the Designer may furnish to any Subcontractor or supplier, to the extent practicable, evidence of amounts paid to the Contractor on account of specific Work done.

7.9 The divisions and sections of the Specifications and the identifications of any Drawings shall not control the Contractor in dividing the Work among Subcontractors.

7.10 The Contractor agrees to bind specifically every Subcontractor to the terms and conditions of the Contract Documents for the benefit of the Owner and to furnish written evidence thereof to the Designer and the Owner.

7.11 The Contractor shall attend job progress conferences and all other meetings or conferences as directed by the Designer. The Contractor shall be represented at these job progress conferences by a representative having the authority of the Project Manager and by such other representatives as the Designer may direct. Job progress conferences shall be open to Subcontractors, suppliers and any others who may contribute beneficially toward maintaining required job progress, and such personnel shall be encouraged by the Contractor to attend. It shall be the principal purpose of job progress conferences to effect coordination, cooperation and assistance in every practical way toward the end of maintaining progress of the Project on schedule and to complete the Work and the Project by the specified Completion Dates. The Contractor shall be prepared to assess progress of the Work as required in the Contract Documents and to recommend remedial measures for correction of progress as may be appropriate. The Designer shall preside as chairman and arrange for minutes to be taken and circulated.

In the event that the prosecution of the Work is discontinued for any reason, the Contractor shall notify the Designer and the Owner at least forty-eight (48) hours in advance of resuming operations.

Should the terms of the Contract Documents require completion of one or more portions of the Work for the Beneficial Occupancy of the Owner prior to completion of the entire Work, the Contractor shall complete such portion(s) of the Work on or before the date specified. Such completion shall include the obtaining of all government or other permits, permission, and/or approvals necessary to occupancy. The Contractor shall independently estimate the difficulties involved in arranging the Work to permit such Beneficial Occupancy and shall not claim any additional compensation or time extension by reason of any delay or increased cost due to completing such portion(s) of the Work. The Owner's possession and use of such portion(s) of the Work shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents. The Owner shall be responsible for the security, maintenance, utilities, and insurance of all portions of the Work completed and beneficially occupied by the Owner.

7.12 The Contractor shall pay all license fees and royalties, and assume all costs incident to the use of any invention, design process, or device which is the subject of patent rights or copyrights held by others, except for inventions, design processes, or devices specified by the Designer in the Contract Documents. The Contractor shall indemnify and hold harmless the Owner, the Designer, and anyone directly employed by either of them, from and against all claims, damages, losses and expenses, including attorney's fees and costs of defense, arising out of any infringement or alleged infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any actual or alleged infringement of such rights.

7.13 The Contractor shall secure and pay for all permits, including without limitation construction permits and licenses, and will pay all governmental charges and inspection fees necessary for the prosecution of the Work.

7.14 The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations applicable to the Work and shall protect and indemnify the Owner and the Owner's officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or by the Contractor's employees, Subcontractors, sub-subcontractors

7.15 The Contractor shall be responsible for the entire site of the Project and for its reasonable and necessary protection and security, as required by laws or ordinances governing such conditions, or by custom or sound construction practices, and shall share such responsibilities as may be agreed upon among them, or in the absence of such agreement, as may be directed by the Contract Documents, Owner, or Designer. The Contractor shall be responsible for any damage to the Owner's property, or that of others, by the Contractor or the Contractor's employees, Subcontractors, sub-subcontractors, or their employees or agents, and shall make good such damages. The Contractor shall be responsible for and pay for any such claims against the Owner.

7.16 The Contractor shall protect all landscaping designated to remain in the vicinity of the operations and barricade all walks, roads, and areas as necessary to keep the public away from the construction.

7.17 The Contractor shall provide cover and/or protect all portions of the Work and provide all materials necessary to protect the Work whether performed by the Contractor or any of the Subcontractors or sub-subcontractors. Any Work damaged through the lack of proper protection, or from any other cause, shall be repaired or replaced without extra cost to the Owner or extension to the Contract Time.

The Contractor shall maintain the Work during construction and until the Work is accepted. This maintenance shall constitute continuous and effective effort prosecuted day by day, with adequate equipment and forces so that the Work is maintained in satisfactory condition at all times. All costs of maintenance shall be included in the Contract Price and the Contractor will not be paid an additional amount for such effort. Should the Owner or Designer observe that the Contractor at any time has failed to maintain the Work as provided herein, the Designer may immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. Should the Contractor fail to properly respond to the Designer's notification, the Owner may, at the Contractor's expense, take such action as it may deem appropriate to remedy the defective maintenance, including suspension of the Contractor's Work or any part thereof. Any such expense incurred by the Owner shall be deducted from monies due or to become due the Contractor.

Parking lots, streets, and walks connecting to the Project area shall be protected by the Contractor from deposits of mud, sand, stone, litter, or debris in any form.

Pedestrian traffic areas around the construction limits must be maintained in a clean and safe condition at all times with required barricades and covered walkways. When excavation or other operations outside the Project limits is required, the Contractor shall, immediately following that work, return the area to its original condition.

All catch basins and storm drain lines in the vicinity of the Project site shall be protected at all times from entry of dirt, rubble and other debris. The residue from the cleaning of trucks, wheelbarrows, concrete buggies, etc. must be prevented from entering the drainage system, and if cleaning is done, the residue must be contained and removed from the Project site with other refuse.

7.18 No burning of refuse or debris shall be allowed inside or around the Project during the course of construction without written authority from authorities having jurisdiction and the Owner.

7.19 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons involved with the Work. Such measures and programs shall include the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or equivalent requirements, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements relating to the prevention of accidents or injuries to persons on or about the location of the Work.

All trenches, excavations, or other hazards in the vicinity of the Work shall be well barricaded, and properly lighted at night. When Work requires closing of an area normally used by the Owner or the public, the Contractor shall furnish, erect, and maintain temporary barricades, and properly light the area. The Contractor shall comply with any directions and public authorities in this respect.

7.20 The Contractor shall designate a responsible officer or employee as safety inspector, whose duties shall include accident prevention on the Project as well as implementation of the Contractor's safety measures and safety programs on the Project. The name of the safety inspector shall be made known to the Designer and the Owner at the pre-construction conference.

7.21 In emergencies affecting the safety of persons, the Work, or property at the Project site or adjacent thereto, the Contractor is obligated to act in the Contractor's discretion to prevent threatened damage, injury, or loss. As soon as practicable, the Contractor shall notify the Designer and Owner of such emergency. The Contractor shall give the Designer and the Owner prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused by such emergency. If the Contractor believes that additional work done in an emergency entitles the Contractor to an increase in the Contract Price or an extension of the Contract Time, the Contractor may make a claim therefore as provided in Articles 14 and/or 15.

7.22 The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Work. At least weekly and at the completion of the Work, the Contractor shall remove all waste materials and rubbish from and about the Project. At the completion of the Work, the Contractor shall remove all tools, construction equipment, machinery, and surplus materials. The Contractor shall leave the Work in condition for occupancy by the Owner such that no cleaning or other operations are required. Material cleared from the Project and deposited on adjacent property shall not be considered as having been disposed of satisfactorily. If the Contractor fails to keep the Project clean of waste materials or

rubbish, fails to satisfactorily clean-up weekly or at the completion of the Work, the Owner may do so and the costs thereof may be deducted from any amounts due the Contractor.

7.23 Utilities, temporary facilities, and signs shall be provided as described in the Contract Documents. Absent a contrary direction in the Supplementary Conditions, the Contractor shall pay all bills for water, electricity, or other public utility service to the Project site.

7.24 The Contractor shall indemnify and hold the Owner, the Designer, the Designer's consultants, and their officers, agents, and employees harmless against all costs, damages, and expenses, including attorney's fees and costs of defense, arising out of claims by any separate contractor or by any Subcontractor, sub-subcontractor, or supplier engaged by or employed by the Contractor or employed by any of the Subcontractors claiming through him, including without limitation damages, losses, and expenses arising out of or relating to any inconvenience, delay, interference, or other action or non-action of the Contractor or the Contractor's Subcontractors on the Project.

Nothing contained herein or appearing anywhere in the Contract Documents shall obligate or require the Owner to exercise any right or privilege, or to take any action or to refrain from taking any action under any contract it may have with any other prime contractor or party to the Project for the benefit of the Contractor or any Subcontractor, sub-Subcontractor, or supplier claiming through the Contractor.

7.25 Prior to completion of the Work and Final Payment of the Contract Price, excepting only those portions of the Work deemed accepted in accordance with the Contract Documents, the Contractor shall have charge and care of the Work, and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. The Contractor shall as required by the Owner replace, rebuild, repair, restore, and make good all injury or damage to any portion of the Work occasioned by any of the above causes before Final Completion and shall bear the expenses thereof.

7.26 In the event that the Work, or any portion thereof, is suspended at any time pursuant to an order of the Owner, the Contractor shall obey all instructions of the Owner regarding storage of materials, drainage, protection of the Work, and erection of temporary structures during the suspension period.

7.27 If there is a Project Expediter assigned to the Project, that person shall be responsible for the coordination of the Work of itself and any other separate contractors, both as to space and time. The Project Expediter shall coordinate the implementation of the Contract Construction Schedule, all construction activities and close-out of the Project, including but not limited to all testing, inspection, certifications, and approvals required by public agencies. If there is not a Project Expediter, then the Construction Manager will be responsible for these duties.

The Contractor and the Project Expediter shall each be required to notify the Designer and the Owner promptly of any event or condition which could affect the conduct or progress of the Work and shall cooperate fully with all other contractors on the Project site.

7.28 The Owner hereby delegates to the Project Expediter all of its duties to coordinate and to expedite the Work not expressly reserved to the Owner by other provisions of the Contract Documents.

7.29 All Work performed pursuant to the Contract Documents shall conform in all respects to the North Carolina State Building Code and all other state, local, and national codes in effect at the time of and applicable to this Work.

7.30 The Contractor shall provide for and maintain necessary safety measures and safety programs for the protection of all persons at the Project site, and shall comply at all times with the requirements of the most current edition of the CAGC Safety and Health Manual [or the AGC Accident Prevention Manual in Construction], or the equivalent requirements of the Contractor's safety program, and shall fully comply with all Federal, State, and local laws, rules, regulations, and building code requirements so as to prevent accidents or injuries to persons on or about the Project site. The Contractor shall clearly mark or post signs warning of existing hazards, and shall barricade excavations, elevator shafts, stairways, and similar hazards. The Contractor shall protect against damage or injury resulting from falling materials, and shall maintain all protective devices and signs throughout the progress of the Work.

7.31 The Contractor shall adhere to the rules, regulations, and interpretations of the North Carolina Department of Labor's Occupational Safety and Health Standards for the Construction Industry (29 CFR Part 1926 as adopted in 13 NCAC 07F.0201, including 29 CFR Part 1910 General Industry Safety and Health Standards applicable to construction) and N.C. Gen. Stat. §95-126 through 155 (Occupational Safety and Health) as well as all revisions and amendments to such standards or statutes as may occur throughout the performance of the Work.

7.32 Any land disturbing activity performed by the Contractor in connection with the Project shall comply with all erosion control measures set forth in the Contract Documents and any additional measures which may be required in order to ensure that the Project is in full compliance with the Sedimentation Pollution Control Act of 1973, as implemented by Title 15 North Carolina Administrative Code, Chapter 4, Sedimentation Control, Subchapters 4A, 4B and 4C, as amended (15 NCAC 4A, 4B, and 4C), and as may be revised or amended in the future. Upon receipt of notice that a land-disturbing activity is in violation of said Act, the Contractor shall be responsible for ensuring that all steps or actions necessary to bring the Project in compliance with said Act are promptly taken. The Contractor shall be responsible for all penalties assessed pursuant to N.C. Gen. Stat. 113A-64 with respect to its Work, and shall indemnify and hold harmless the Owner from all costs and expenses, including attorney's fees and costs of defense arising out of or related to the enforcement of the Act against any party or person described in this Article.

7.33 Any mechanical or electrical work such as sleeves, inserts, chases, etc. located in the Work of the Contractor for general work shall be built in by that Contractor. On multiple prime projects, the mechanical and electrical contractors shall set all sleeves, inserts, and other devices built into the structure in cooperation and under the supervision of the Contractor for general work. The responsibility for exact location of such items shall be that of the mechanical, plumbing, or electrical prime contractor.

7.34 The Contractor shall be responsible for permanently fixed service facilities and systems in use during progress of the Work and shall strictly adhere to the following procedures:

- a) Prior to acceptance of the Work by the Owner, the Contractor shall remove and replace any part of the permanent building systems damaged through use during construction.
- b) Temporary filters shall be installed in each of the heating and air conditioning units, return air grilles, and other locations to prevent intrusion of dust, dirt, and debris during construction. Temporary filters shall be removed and replaced with new filters immediately prior to Substantial Completion.
- c) Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied.
- d) When the permanent lighting system is used during construction, lamps shall be replaced and shall be new on the date of Substantial Completion.

ARTICLE 8. OWNER

8.1 The Owner shall issue communications and notices to the Contractor through the Designer to the extent contemplated by the Contract Documents.

8.2 In case of termination of the employment of the Designer, the Owner shall appoint as Designer a qualified person who shall have and assume all rights and duties held by the original Designer.

8.3 The Owner shall have the right to take possession of and use any portion of the Work notwithstanding the fact that the time for completion of such portion of the Work may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 A waiver on the part of the Owner of any breach of any part of the Contractor shall not be held to be a waiver of any other or subsequent breach.

8.5 The Owner shall pay all permanent acreage fees, governmental impact fees, and meter deposits for permanent utilities.

ARTICLE 9. CONSTRUCTION MANAGER

9.1 The Owner may employ one or more Construction Managers for the purpose of assisting the Owner, Designer, and Contractor in developing and administering budgets and cost controls, in evaluating constructability and value engineering proposals, in establishing and maintaining a critical path method (CPM) schedule, in coordinating and/or expediting the Work with other projects being constructed by the Owner or others adjacent or near the Work, or for such other purposes as the Owner may deem appropriate. From time to time the Owner may identify such

Construction Managers(s) to the Contractor in writing identifying any tasks assigned to such Construction Managers(s).

ARTICLE 10. DESIGNER

10.1 The Designer is charged with the responsibility of interpretation of the Contract Documents. The Designer's decisions relating to aesthetic matters shall be final.

10.2 All Work completed under the Contract Documents shall be subject to review by the Designer. No Work is to be covered without the Designer's review or prior authorization. Any Work so covered without the Designer's review or prior authorization shall be uncovered at the Contractor's expense. The Contractor shall notify the Designer in writing at least twenty-four (24) hours in advance of covering any Work.

10.3 The Designer shall not be responsible for the construction means, methods, techniques, sequences, procedures, or the safety precautions and programs incident thereto, and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents, but shall be entitled to enforce any requirements in the Contract Documents specifying particular means, methods, techniques, sequences, or procedures.

10.4 The Designer shall be an Owner's representative during the construction period. The duties, responsibilities and authority of the Designer as the Owner's representative during construction are as set forth in the Contract Documents.

ARTICLE 11. CONTRACT TIME

11.1 Within fourteen (14) days, or within a time set by mutual consent of the Parties, after execution of the Contract Agreement by the parties, the Contractor shall prepare and submit to the Designer and Owner for review and approval a preliminary progress schedule for the Work pursuant to the requirements stated in the Contract Documents.

11.2 Within fourteen (14) days after execution of the Contract Agreement by the parties, or within the time set by mutual consent of the Parties, the Contractor shall submit to the Designer a Submittal Register listing all Submittals the Contractor is required to make or proposes to make under the Contract Documents, the dates on which the Contractor proposes to make such Submittals and the dates by which the Contractor reasonably requires a response from the Designer with respect to each Submittal. The dates submitted shall be incorporated into the Contract Construction Schedule as Completion Dates when they have been approved or modified by the Owner. The Designer shall not be required to review any Submittal from the Contractor until a Submittal Register acceptable to and approved by the Owner has been submitted by the Contractor.

11.3 Not later than thirty (30) days following execution and delivery of the Contract Agreement by Owner to Contractor, or upon a date agreed to by mutual consent of the Parties, the Owner shall deliver to the Contractor a Notice to Proceed. The Notice to Proceed shall state a commencement date on which the Contractor will begin the Work to be performed under the

Agreement. The Contract Time shall be measured from said specified commencement date. The commencement date stated in the Notice to Proceed shall not be earlier than three (3) days after the Notice to Proceed is served on the Contractor.

If, other than by mutual agreement, said specified commencement date is more than thirty (30) days after the date of execution and delivery of the Agreement from Owner to Contractor and the Contractor believes said delay justifies an increase in Contract Price and/or an extension of Contract Time, the Contractor may make a claim therefore as provided in Article 14 and/or Article 15.

No Work shall be done prior to the date specified in the Notice to Proceed.

A final Contract Construction Schedule shall be submitted for approval by the Contractor, Designer, and Owner no later than thirty (30) days after Notice to Proceed. No payments shall be due the Contractor until this schedule is approved by all parties.

11.4 The Contract Construction Schedule is a Contract Document. The Contractor represents that the Contract Construction Schedule has been reviewed in detail, that the Contractor participated in its preparation, that all of the activities which impact, limit, or otherwise affect the time of completion of the Work are shown in the Contract Construction Schedule and that all of the activities of others which impact, limit, or otherwise affect the start, duration, or completion of the Contractor's activities are also shown. The Contractor further represents that the Contractor can and will complete each activity within the time shown for that activity. Time is of the essence with respect to each such activity and Completion Date.

11.5 If the Contractor submits a construction schedule, progress report, or any other document that indicates or otherwise expresses an intention to achieve completion of the Work prior to any Completion Date required by the Contract Documents or prior to expiration of the Contract Time, no liability of the Owner to the Contractor for any failure of the Contractor to so complete the Work shall be created or implied.

11.6 If the Contractor, for reasons beyond the Contractor's control, is delayed in beginning any activity, the Contractor shall, nevertheless, have the same number of days as is shown in the Contract Construction Schedule for the activity, and the affected activity and any succeeding activity that is dependent upon that activity shall be adjusted accordingly; provided that at any time the Owner, by means of a Change Order, may require the Contractor to work overtime, to increase labor forces or to take any necessary or appropriate action to decrease the time required for any activity, and the Contractor shall be entitled to an adjustment in the Contract Price computed in accordance with Article 15 of these General Conditions.

11.7 At any time, the Owner may order the Contractor, on seven (7) days written notice, to begin any activity earlier than the starting date shown on the Contract Construction Schedule.

11.8 Should the Contractor fail to start any activity on the start date shown in the Contract Construction Schedule or as it may have been adjusted, or become delayed, the Contractor shall, without being entitled to any increase in the Contract Price or other compensation, work overtime, increase labor forces or take such other action as may be necessary or appropriate to complete the

activity by the Completion Date shown on the Contract Construction Schedule, or as such Completion Date may have been adjusted.

11.9 The Designer and Owner or his Construction Consultant shall monitor progress of the Work at all times and the Contractor shall cooperate with such monitoring and provide any and all information with respect to the progress of the Work and scheduling as the Owner may reasonably require.

11.10 On a monthly basis, the Contractor shall revise the Contract Construction Schedule, showing any adjustments made by any Change Order, the progress of the Work, and any days gained or days lost with respect to any activity, and shall furnish copies thereof to the Owner and Designer.

11.11 Should any monthly revision of any Contract Construction Schedule show that the Contractor is behind on any activity, the late completion of which could delay Substantial Completion of the Work, the Owner shall be entitled to withhold from the next Progress Payment due the Contractor an amount not exceeding the amount the Owner would be entitled to in Liquidated Damages, should Substantial Completion be delayed by the same number of days that the Contractor is currently behind schedule. If, subsequently, the Contractor's progress, as shown by any succeeding monthly revision to the Contract Construction Schedule, is such that the anticipated delay no longer exists, the Owner shall pay with the Progress Payment next due to the Contractor such amounts as have been withheld in accordance with this paragraph.

11.12 The Owner shall have the right to perform Work, hire and employ labor and craftsmen, rent equipment, subcontract with other parties, or do anything that the Owner deems necessary or appropriate to remedy or cure any delay by the Contractor in the progress of the Work. Such action by the Owner shall not, in any way, affect, void or limit any warranty, guaranty or other responsibility of the Contractor under the Contract Documents. Such action may be taken by the Owner only after three (3) days written notice to the Contractor. All costs incurred by the Owner in taking any such action shall be charged to the Contractor and deducted from any amounts remaining due under the Agreement.

11.13 The Contractor may be entitled to an extension of the Contract Time (but no increase in the Contract Sum) for delays arising from unforeseen causes beyond the control and without the fault or negligence of the Owner, the Contractor or the Contractor's Subcontractors as follows:

- a) Labor disputes and strikes that directly impact the critical path activities of the Contract Construction Schedule;
- b) Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials.
- c) Acts of the public enemy; acts of the State, Federal, or local government in their sovereign capacities.
- d) Abnormal inclement weather.

11.14 On any day that the Contractor considers that the Project is delayed by adverse weather conditions, the Contractor shall identify in writing to the Designer and the Owner the adverse weather conditions affecting each activity, the specific nature of the activity affected, the number of hours lost, and the number of and identity (by responsibility or trade) of workers affected and shall obtain from the Designer written recognition of the delay. The time for performance of this Contract includes an allowance for a number of calendar days which may not be suitable for construction Work by reason of adverse weather. The Contract Time will be extended if the Owner and Designer agree with the adverse weather delay.

11.15 If the Contractor believes that the progress of the Work has been adversely affected by adverse weather recognized by the Designer during a particular month, the Contractor shall submit a written request for extension of time to the Designer. Such a request for time extension of the Contract Time shall be submitted in writing to the Designer, copies to the Owner, within twenty days following the cause for delay. In case of continuing cause for delay, the Contractor shall notify the Designer, with copies to the Owner, within twenty days of the beginning of the delay and only one claim is necessary. The request shall include, but is not limited to, the following information:

- a) Detailed description of weather's effect on scheduled activities and its net effect on the critical path of the Project, and
- b) Weather records from the official weather station nearest the Project site and records of actual observation as contained in daily reports, correspondence, or other documentation.

11.16 The Contractor specifically recognizes that a delay by the Contractor in achieving any Completion Date can have the effect of delaying the Substantial Completion of the Project, that such delay in Substantial Completion of the Project will necessarily cause damages, losses, and expenses to the Owner, including, but not limited to and by way of illustration only, increased capitalized costs and interests for the Project, increased and extended Project overhead, Designer's and Consultant's fees, increased costs of construction, increased and extended operation costs of other facilities, and inefficiency and loss of productivity, and that such damages, losses, and expenses may not be readily identifiable or ascertainable at the time they are incurred or at any time. Therefore, and in recognition of these factors and the likelihood that actual damages from his delay will not be readily ascertainable, the Contractor agrees to pay to the Owner \$1,000.00 one thousand dollars, as Liquidated Damages per Day, for each day by which the failure to meet any Completion Date shown in the Contract Construction Schedule, adjusted in accordance with this Article, delays the Substantial Completion of the Project.

11.17 The Contractor shall not be entitled to any adjustment in the Contract Price or other compensation from the Owner for any delay in the completion of or progress on the Work that is caused by a force majeure condition or is otherwise not caused by the sole and direct act or omission of the Owner and the Owner's employees or agents.

11.18 The sum for Liquidated Damages is the amount stipulated in the Contract Agreement per day as Liquidated Damages reasonably estimated in advance to cover the losses to be incurred by the Owner by reason of failure of said Contractor(s) to complete the Work within the time specified, such time being of the essence of this Contract Agreement and a material consideration thereof.

ARTICLE 12. CHANGES IN THE WORK

12.1 Without invalidating the Contract Documents, the Owner may, at any time, or from time to time order additions, deletions, or revisions in the Work. Said additions, deletions, or revisions shall be authorized only by written Change Orders, Construction Change Directives or Field Orders. Upon receipt of a Change Order, Construction Change Directive or Field Order, the Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any change causes an increase or decrease in the Contract Price and/or an extension or shortening of the Contract Time, adjustments shall be made as provided in Article 11 and/or Article 13.

In order to expedite the Work and avoid or minimize delay in the Work that might affect the Contract Price or Contract Time, the Designer may issue a Change Order in the form of a Construction Change Directive which when signed by the Owner and Designer, directs the Contractor to proceed promptly with the Work involved. Any claim for an adjustment in Contract Price or Time, if not defined in the Construction Change Directive, shall be promptly made in writing.

12.2 The Designer may authorize minor changes or alterations in the Work not involving change in the Contract Price or in the Contract Time and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. Such alterations shall not invalidate the Contract Documents nor release the surety. If the Contractor believes that any minor change or alteration authorized by the Designer entitles him to an increase in the Contract Price and/or an extension of Contract Time, he may make a claim therefore as provided in Article 11 and/or Article 13.

12.3 Except in an emergency endangering life or property, no change shall be made by the Contractor except upon prior written Change Order, Directive or Field Order authorizing such Change.

12.4 Increases in the Contract Price and/or extensions of the Contract Time for additional Work performed by the Contractor shall only be in accordance with a written Change Order signed by the Owner and Designer. The Contractor shall not be entitled to add itional time or to additional compensation for any Work performed or material supplied which is claimed to have been authorized or settled by an "oral" change, or by a "constructive" or "implied" change, or by a course of conduct, or by any action or non-action by the Owner, Designer, or any other persons, or by any means whatsoever other than by a written Change Order for such Work or material signed by the Owner and the Designer.

12.5 Changes in the Work resulting from emergency shall not invalidate the Contract Documents nor release the surety.

12.6 Neither the Owner nor the Designer shall be responsible for verbal instructions which have not been confirmed in writing, and in no case shall such instructions be interpreted as permitting a departure from the Contract Documents unless such instruction is confirmed in writing and supported by a proper Change Order, Construction Change Directive or Field Order, whether or not the cost is affected.

12.7 The Owner, in its sole discretion, may require that the Contractor notify the Contractor's sureties of any changes affecting the general scope of the Work or change in the Contract Price, and that the amount of applicable bonds shall be adjusted accordingly. If this requirement is exercised, the Contractor shall furnish proof of such adjustment to the Designer and the Owner.

If this requirement is exercised, the Change Orders shall require written consent of the Contractor's surety. At the time of signing a Change Order, the Contractor shall be required to certify as follows:

"I certify that all sureties have been notified that my contract has been altered by the amount of this Change Order, and that a copy of the approved Change Order will be mailed to all sureties upon its receipt by me."

If this requirement is exercised, no payment to the Contractor on account of any Change Order shall become due or payable until written evidence of the surety's consent to the Change Order has been furnished to the Designer and to the Owner, and the furnishing of such written consent is a condition precedent to such payment.

12.8 The Contractor shall support all requests for Change Orders with a detailed cost breakdown showing cost of materials, labor, equipment, transportation, other items, Contractor's overhead and profit, and total cost, in accordance with methods defined in this Article, and, if the request seeks an extension of the Contract Time, with a time-related diagram which demonstrates specifically why an increase in construction time is needed.

12.9 When a request for a Change Order involves a Subcontractor, the Contractor shall provide quotation from same on Subcontractor's letterhead. The Subcontractor's quote shall list materials, equipment, and labor separately, and show overhead and profit.

ARTICLE 13. CHANGE OF THE CONTRACT PRICE

13.1 The Contract Price constitutes the total compensation payable to the Contractor for performing all Work under the Contract Documents. All duties, responsibilities, and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Price. The Contract Price may only be changed by a Change Order.

13.2 Any claim for an adjustment in the Contract Price shall be in writing and written notice of any event, action, or non-action which may become the basis of a claim shall be delivered to the Owner and the Designer within three (3) days of the occurrence, or the beginning of the occurrence, of any such event, action or non-action giving rise to the claim. Such written notice is a condition precedent to the making of a claim, and such notice shall describe the basis of the potential claim with reasonable detail and clarity.

A claim shall be made in writing and shall be delivered to the Designer and the Owner no later than fourteen (14) days after such notice. The claim shall describe in detail the basis for the claim, with specific reference to any provisions of the Contract Documents, by paragraph, drawing number, or other specific identification, and shall state the amount claimed and how it is calculated. If the Contractor, at the time the claim is made, is unable to state the amount claimed with accuracy, the Contractor shall so state and provide the estimated amount and the basis on which the amount is to be calculated. At the earliest date practicable, but in no event more than thirty (30) days after Contractor's notice of claim, the Contractor shall supplement the claim with an accurate statement of the amount claimed and how it has been calculated. The Contractor shall provide, in writing, in support of the claim all such explanations, arguments, data, receipts, expert opinions, or other documents or information as the Contractor deems appropriate to be considered in support of the claim. A claim may properly be rejected by the Owner by reason of the Contractor's failure to submit adequate or accurate documentation or information, except that within seven (7) days after being given notice that the claim has been rejected on this basis, the Contractor may submit additional documentation or information. No claim for a change of the Contract Price shall be considered or granted (except solely at the discretion of the Owner) unless a claim is so made, nor shall the

Contractor be entitled to any increase in the Contract Price unless the Contractor has given notice and made such a written claim within the times required. The Owner shall decide, after obtaining the advice of the Designer, whether an increase in Contract Price is warranted, and the amount of such increase shall be determined. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. Any change in the Contract Price or on a Change Order must be approved by the Board of County Commissioners or the County Manager and any decision by the Board or the Manager will be relayed to the Contractor within seven days after the Board's consideration. Any claim on which the Owner has not provided its decision to the Contractor within the applicable time period shall be deemed denied.

The Owner shall advise the Contractor of its decision with respect to the claim within fourteen (14) days of its receipt, or of the receipt of additional documentation or information if the absence of such has previously been the basis of rejection of the claim; provided, however, that if, in its sole discretion, the Owner deems that review or consideration of any part of the claim or any matter related thereto by its governing Board is necessary or appropriate, it shall so advise the Contractor and shall provide its decision to the Contractor within seven (7) days after such Board consideration, review or action. Any claim on which the Owner has not provided its decision to the Contractor within the applicable time period shall be deemed denied.

If the Contractor is not satisfied with the decision of the Owner, the Contractor may within seven (7) days of receipt of the Owner's decision initiate the mediation process as described in Appendix A to the General Conditions of the Contract for Construction.

13.3 In determining the amount of a Contract Price adjustment, the parties shall apply the following methods, as appropriate:

(A) Change in Work: The Owner and Contractor shall negotiate in good faith and attempt to agree upon the value of any change (extra or decrease) in Work prior to the issuance of a Change Order covering said Work. Such Change Order shall set forth the corresponding adjustment to the Contract Price. In the event the Owner and the Contractor are unable to agree, the Owner shall grant an equitable adjustment in the Contract Price.

(B) Emergency Work: In the event of emergency endangering life or property, the Contractor may be directed by the Designer to proceed on a time and material basis, whereupon the Contractor shall so proceed and keep accurately, in such form as may be required by the Designer, a correct account of costs together with all proper invoices, payrolls, and supporting data therefore.

13.4 Where the Contract Price is to be adjusted, the following limitations shall apply in determining the amount of adjustment:

(A) In the case of extra or emergency work, the Contract Price shall not be increased by more than the reasonable, actual, and documented net cost of the extra or emergency work plus ten percent (10%) of such net cost on Work performed by the Contractor and five percent (5%) thereof on any subcontracted Work for overhead and profit combined.

(B) In the case of a decrease in Work, the Contract Price shall not be decreased by less than the net cost of the deleted Work plus five percent (5%) of such direct net cost for profit and overhead.

The term 'net cost' as used herein shall include, as applicable, and shall be limited to, all direct labor, direct material, direct equipment, labor burden, sales taxes, shipping and handling charges, permits and fees, and insurance and bond premium adjustments, if any, attributable to

the change. All other items of cost shall be considered as overhead and covered by the percentages allowed in sections A and B of this paragraph.

The Contractor shall provide worksheets or tabulations describing the method by which the direct net cost was calculated, and shall provide all data needed to support the calculation of the direct net cost, all in a form acceptable to the Owner.

13.5 Where the Contract Price is to be adjusted by negotiation, the Owner may authorize and designate the Designer to negotiate with the Contractor on behalf of the Owner; provided, however, any agreement reached between the Contractor and Designer shall be subject to approval by the Owner

ARTICLE 14. UNFORESEEN CONDITIONS

14.1 Should the Contractor encounter unforeseen conditions at the Project site materially differing from those shown on the Drawings or indicated in the Specifications or differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Contractor shall immediately, and in no event more than three days later, give notice to the Owner of such conditions before they are disturbed. The Owner and the Designer shall thereupon promptly investigate the conditions and if they find that they materially differ from those shown on the Drawings or indicated in the Specifications, they shall at once make such changes in the Drawings and/or Specifications as they may find necessary. Any increase or decrease in the Contract Price resulting from such changes shall be adjusted in the manner provided herein for adjustments as to extra and/or additional Work and changes. However, neither the Owner nor the Designer shall be liable or responsible for additional work, costs, or changes to the Work that could have been reasonably determined from any reports, surveys, and analyses made available for the Contractor's review or that could have been discovered by the Contractor through the performance of its obligations pursuant to the Contract Documents.

ARTICLE 15. CORRECTION OF WORK BEFORE FINAL PAYMENT

15.1 The Owner has the authority to stop or suspend work, and the Designer has the authority to order Work removed or to order corrections of defective Work or Work not in compliance with the Contract Documents where such action may be necessary to ensure successful completion of the Work.

Any work, materials, fabricated items, or other parts of the Work which have been found by the Designer to be defective or not in accordance with the Contract Documents shall be condemned and shall be removed from the Project by the Contractor, and immediately replaced by new Work in accordance with the Contract Documents at no additional cost to the Owner. Work or property of the Owner or others damaged or destroyed by virtue of such condemned Work shall be made good at the expense of the Contractor.

Correction of condemned Work described above shall be commenced by the Contractor within twenty-four (24) hours after receipt of notice from the Designer and shall make satisfactory progress, as determined by the Designer, until completed. Should contractor fail to proceed with required corrections, the owner may complete the work in accordance with Article 17.

Condemned Work removed shall be the property of the Contractor and shall be removed from the Project by him within ten (10) days after notice to remove it, and if not then removed, thereafter may be disposed of by the Owner without compensation to the Contractor and the cost of such disposal shall be deducted from amounts due or to become due to the Contractor.

Should the cost of correction of the Work and, if applicable, disposal of the condemned Work by the Owner exceed amounts due or to become due the Contractor, then the Contractor and the Contractor's sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 16. CORRECTION OF WORK AFTER SUBSTANTIAL COMPLETION; WARRANTIES AND GUARANTIES

16.1 Neither the final certificate, Final Payment, occupation of the premises by the Owner, nor any provision of the Contract Documents, nor any other act or instrument of the Owner or the Designer shall relieve the Contractor from responsibility for negligence, defective material or workmanship, or failure to comply with the Contract Documents.

16.2 The Contractor shall, at the Contractor's sole cost and expense, make all necessary repairs, replacements, and corrections of any nature or description, interior or exterior, structural or non-structural, that shall become necessary by reason of defective workmanship or materials which appear within a period of one (1) year from the date of Substantial Completion; provided, however that notwithstanding the preceding, if any longer guarantee period is specified for any particular materials or workmanship under the Contract Documents, or under any subcontract, or in connection with any manufactured unit which is installed in the Project, or under the laws of the State of North Carolina, the longer guarantee period shall govern.

16.3 If, within any guarantee period, repairs or changes are required in connection with the Work, which are rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Designer and without expense to the Owner:

- a) Completely repair or replace the Work so that it conforms to the Contract Documents;
- b) Correct all defects therein;
- c) Make good all damage which, in the opinion of the Designer, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract Documents; and
- d) Make good any Work or material, or any equipment or contents disturbed in fulfilling any such guarantee.

If, in fulfilling the requirements of the Contract Documents or of any guarantee embraced therein or required thereby, the Contractor disturbs any work, facility, premises, or construction belonging to the Owner, the Contractor shall restore such disturbed work to a condition satisfactory to the Owner, and shall guarantee such restored work to the same extent as if it were Work under the Contract Documents.

If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected, and the Contractor and the Contractor's sureties shall be liable for all expenses incurred. "Promptly" is defined as within twenty-four (24) hours for systems necessary to normal operation of the building and within seventy-two (72) hours for all other items. All special guarantees applicable to definite parts of the Work that may be shown in or required by Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee. Manufacturer's standard guarantees or warranties which do not comply with the time limit specified herein shall be extended by the Contractor automatically without further action on the part of the Owner or the Designer.

16.4 In and before the expiration of the eleventh calendar month after the date of Substantial Completion, and at the request of the Owner, the Contractor, the Owner and the Designer shall make an inspection of the Work for the purpose of identifying defective workmanship and/or materials. If the Contractor, having been requested to do so by the Owner, fails to participate in such inspection, the Contractor shall be conclusively bound by any decision or ruling by the Designer as to any defective workmanship or material and as to the Contractor's responsibility for its repair or replacement.

ARTICLE 17. OWNER'S RIGHT TO DO WORK

17.1 If, during the progress of the Work or during any period of guarantee, the Contractor fails to prosecute the Work properly or to perform any provision of the Contract Documents, the Owner, after three (3) days written notice to the Contractor from the Designer, or from the Owner after Final Payment, may perform or have performed that portion of the Work and may deduct the cost thereof from any amounts due or to become due the Contractor. Notwithstanding any action by the Owner under this paragraph, all warranties and bonds given or to be given by the Contractor shall remain in effect or shall be given by the Contractor.

17.2 Should the cost of such action by the Owner exceed the amount due or to become due the Contractor, the Contractor and his sureties shall be liable for and shall pay to the Owner the amount of such excess.

ARTICLE 18. PARTIAL PAYMENTS

18.1 Within thirty (30) days after his initial receipt of the Construction Agreement for signatures, or on the date agreed to by mutual consent of both Parties, the Contractor shall submit to the Designer a Schedule of Values. The Schedule of Values shall indicate the value of the Work, including applicable overhead and profit, for each Division and section of the Project Specifications. The Designer and Owner shall be provided with the Contractor's estimate papers, Subcontractor agreements, supplier quotes, or other documents substantiating these values if so requested in writing by the Designer. The Contractor shall provide the requested documentation within seven (7) days after receipt of the Designer's written request. The Schedule of Values shall be subject to approval by the Owner, and if the Owner and the Contractor cannot agree upon the Schedule of Values, the Designer shall prepare it, and the Schedule of Values as prepared by the Designer shall be binding on the Owner and the Contractor. No Request for Payment shall be certified by the Designer until the Designer has issued approval of said Schedule of Values.

18.2 During the initial meeting between Owner, Designer and Contractor, a date will be provided to the Contractor by the Owner which will set forth the date each month a Request for Payment for Work done will be submitted. The Request for Payment for Work done will be provided to the Contractor by the Designer. The Request for Payment will show substantially the value of Work done (including the value of material delivered to the Project or stored by the Contractor at another site, subject to the conditions hereinafter set forth) during the previous calendar month, and shall sum up the financial status of the Work with the following information:

- a) Total Contract Price, including any adjustment thereto made pursuant to the Contract Documents.
- b) Value of Work completed and materials properly stored to date.
- c) Less amount retained.
- d) Less previous payments.

- e) Current amount due.
- f) Balance remaining.

The Contractor, upon request of the Designer, shall substantiate the request with invoices, vouchers, payrolls, or other evidence.

18.3 When payment is requested or made on an account of stored materials, such materials must be stored on the Owner's property at such places and in such a manner as may be designated by the Designer. However, in the sole discretion of the Owner, with permission in writing from the Designer and Owner and under such circumstances as may be determined by the Owner, such materials may be stored in a bonded warehouse. The location and conditions for storage of such materials away from the Owner's property in a bonded warehouse shall be within the sole discretion of the Owner. Requests for Payment on account of stored materials shall be accompanied by paid invoices, bills of sale, warehouse receipts, or other documentary evidence establishing Owner's title to such materials, evidence that the stored materials are insured against loss and damage, and such other documentation as required by the Designer. Responsibility for the quantity, quality, and condition of such stored materials, whether stored on the Owner's property or away from the Owner's property, shall remain with the Contractor regardless of ownership or title. No payment shall be made on account of materials stored in a bonded warehouse unless the Contractor has acquired written permission from the Designer for such storage of materials and has complied with all conditions set forth in such permission regarding such storage of materials in a bonded warehouse.

18.4 Any Request for Payment received by the Designer on or before the date provided to the Contractor at the initial meeting by the Owner of each calendar month shall be certified for payment or returned for re-submission to the Contractor on or before ten days following the submission. The Designer's certification shall be for the amount which was requested or that which the Designer has decided was justly due, and shall state in writing to the Contractor and Owner the reasons for withholding payment of any or all of the amount requested.

18.5 The Designer may fail to certify all or part of any payment requested for any of the following reasons:

- a) Defective Work not corrected.
- b) Suits, actions, or claims of any character filed against the Contractor, or due to the operations of the Contractor, or information or notice that a suit, action, or claim will be filed or has been made.
- c) Information or notice that a Subcontractor or a supplier has not received payment.
- d) The balance unpaid of the Contract Price is insufficient to complete the Work in the judgment of the Designer or Owner.
- e) Damage to the Owner or another contractor.
- f) Inability of the Contractor to meet a Completion Date, including an anticipated failure to meet a Completion Date entitling the Owner to withhold anticipated Liquidated Damages.

g) Failure to furnish Submittal as required by the Contract Documents on a timely basis in accordance with the Submittal Register.

h) Such other reason as to the Designer may appear prudent, proper, or equitable.

When grounds for withholding certification have been corrected, the Designer shall so certify to the Owner and the Owner shall make any payment due with respect to such certification as a part of his next payment after such certification.

18.6 No certificate issued or progress payment made shall constitute an acceptance of the Work or any part thereof.

18.7 The amount certified by the Designer for payment shall be ninety-five percent (95%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified in accordance with paragraph 18.4, and this amount shall be paid by the Owner on or before the last business day of the month, but payment shall not be past due until not paid within fifteen (15) days thereafter.

18.8 After certification by the Designer that the Work is fifty percent (50%) complete, based on a determination that the Contractor's gross project invoices, excluding the value of materials stored off-site, equal or exceed fifty percent (50%) of the value of the Contract, (except the value of materials stored on-site shall not exceed twenty percent (20%) of the Contractor's gross project invoices for the purpose of determining whether the Project is fifty percent (50%) complete) and the Contractor has provided to the Owner the written consent of its sureties to the cessation of further percentage retention, the amount certified for payment with respect to subsequent Requests for Payment shall be one hundred percent (100%) of the value of Work completed and materials stored since the Designer's last certification as shown on the Request for Payment, less any amounts not certified; provided, however, that the aggregate of periodic payments shall not exceed ninety-seven and one half percent (97.5%) of the Contract Price. If the Owner determines that the Contractor's performance under the Contract is unsatisfactory, the Owner may resume withholding percentage retention from each subsequent periodic payment application up to the maximum amount of five percent (5%) of the Contract Price.

ARTICLE 19. FINAL PAYMENT

19.2 Except as set forth in paragraph 19.1, within forty-five days after Substantial Completion of the Project, the remaining unpaid balance of the Contract Price shall be paid to the Contractor, less an amount equal to two and one-half times the value of punch list work or other work remaining to be completed or corrected, as reasonably estimated by the Owner.

19.3 Upon Substantial Completion, the Designer shall prepare and submit to the Contractor a deficiency list identifying all portions of the Work which are known by the Designer at that time to be incomplete or defective. Within thirty (30) days of receipt of this deficiency list, the Contractor shall complete and correct all items on that list along with all other Work required to achieve Final Completion of the Work. At any time prior to completion of the period of warranty, the Designer may submit to the Contractor a supplemental deficiency list, in which case the Contractor shall complete or correct any and all new items identified on the Supplemental deficiency list within the time period stipulated in Article 15.

19.4 Final Payment of any remaining balance of the Contract Price shall not be due to the Contractor until the Contractor achieves Final Completion of the Project.

19.5 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Owner except:

- a) Claims arising from unsettled liens or claims against the Contractor.
- b) Faulty Work or materials appearing after Final Payment.
- c) Failure of the Contractor to perform the Work in accordance with the Contract Documents, appearing after Final Payment..
- d) As conditioned in the Performance Bond and Payment Bond.
- e) Claims made prior to Final Payment which remain unsettled.

19.6 The making and acceptance of Final Payment shall constitute a waiver of all claims by the Contractor except those claims previously made in writing and not finally resolved, except as noted in Paragraph 19.5.

19.7 The Designer shall not authorize Final Payment until all of the Work under the Contract Documents has been certified by the Designer as completed, proper and suitable for occupancy and use, and has been approved by all federal, state and local agencies having jurisdiction.

19.8 The final Request for Payment shall be identified on its face as such and shall be presented by the Contractor to the Designer within thirty (30) days of completion of the Work. Final payment of the retained amount due the Contractor shall be made by the Owner within thirty (30) days after the later of (i) full and Final Completion of all Work required by the Contract Documents, and certification of such Work as provided in 18.4; (ii) submission of the affidavits of other documentation required by Article 20; (iii) submission by the Contractor of a Request for Payment identified on its face as final and including the Designer's certification.

ARTICLE 20. CONTRACTOR, SUBCONTRACTOR AND SUPPLIER AFFIDAVIT

The Final Payment due the Contractor on account of the Contract Documents shall not become due until the Contractor has furnished to the Owner through the Designer: (A) an affidavit by the Contractor signed, sworn, and notarized to the effect that all payments for materials, services, or for any other reason in connection with the Work or performance of the Contract Documents have been satisfied and that no claims or liens exist against the Contractor in connection with the same; (B) affidavits from each Subcontractor and supplier signed, sworn, and notarized to the effect that (i) each such Subcontractor or supplier has been paid in full by the Contractor for all Work performed and/or materials supplied by him in connection with the Project, and (ii) that all payments for materials, services, and for any other reason in connection with the subcontract or supply contract have been satisfied and that no claims or liens exist against the Subcontractor or supplier in connection therewith; and (C) the written consent of the Contractor's sureties to Final Payment. In the event that the Contractor cannot obtain an affidavit, as required above, from any Subcontractor or supplier, the Contractor shall state in the Contractor's affidavit that no claims or liens exist against such Subcontractor or supplier to the best of the Contractor's knowledge, and that if any appear afterwards, the Contractor shall save the Owner harmless for all costs and expenses, including attorney's fees, on account thereof.

ARTICLE 21. ASSIGNMENTS AND SUBCONTRACTS

The Contractor shall not assign any portion of this Agreement nor subcontract the Work in its entirety without the prior written consent of the Owner. Except as may be required under terms

of the bonds required by the Contract Documents, no funds or sums of money due or to become due to the Contractor under the Contract Documents may be assigned.

ARTICLE 22. MEASUREMENTS

Before ordering material or doing Work which is dependent for proper size or installation upon coordination with building conditions, the Contractor shall verify all dimensions and shall be responsible for the correctness of same. No consideration will be given for any claim based on differences between the actual dimensions and those indicated in the Contract Documents. Any discrepancies between the Contract Documents and the existing conditions shall be referred to the Designer for adjustment before any Work affected thereby is begun.

ARTICLE 23. CONTRACTOR AND SUBCONTRACTOR RELATIONSHIPS

23.1 Within thirty (30) days after initial receipt of the Contract Agreement for signatures the Contractor shall submit to the Designer and Owner for acceptance a current list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for any and all portions of the Work. The Contractor shall provide this list at this time even if the Contractor was required to submit a list of proposed Subcontractors with the Contractor's bid. The Designer shall promptly reply to the Contractor in writing stating whether or not the Owner or the Designer, after due investigation, has objection to any such proposed person or entity or if it needs additional information to evaluate the persons on the list. Failure of the Designer to reply within ten (10) days after the Contractor has furnished all required information shall constitute notice of no objection.

The Contractor shall not contract with any such proposed person or entity to whom the Owner or the Designer has made reasonable objection. If the Designer or Owner has reasonable objection to any such proposed person or entity, the Contractor shall submit a substitute to whom the Owner and the Designer have no reasonable objection. The Contractor shall make no substitution for any Subcontractor, person, or entity previously allowed without first notifying the Designer and Owner in writing and no substitution may be made if the Owner or Designer makes a reasonable objection to such substitution.

23.2 The Contractor agrees that the terms of the Contract Documents, including all portions thereof, shall apply to all Subcontractors of the Contractor as if they were the Contractor, and that the Subcontractors of the Contractor shall, by means of their subcontracts, be bound by all the terms of the Contract Documents.

23.3 Payments to Subcontractors shall be made in accordance with the provisions of N.C. Gen. Stat. §143-134.1.

ARTICLE 24. USE OF PREMISES

24.1 The Contractor shall confine apparatus, the storage of materials, the operations of workers, and the disposal of material to limits indicated by law, ordinances, permits, and directions of the Designer, if any.

24.2 The Contractor shall not load or permit any part of the Work to be loaded with a weight that will endanger its safety, intended performance, or configuration.

24.3 The Contractor shall enforce all of the Designer's instructions, including but not limited to, those regarding signs, advertisements, fires, and smoking.

ARTICLE 25. DISPUTE RESOLUTION

25.1 The laws of the State of North Carolina shall apply to the interpretation and enforcement of this Agreement. Any and all suits or actions to enforce, interpret, or seek damages with respect to any provision of, or the performance or nonperformance of, this Agreement shall be brought in the General Court of Justice of North Carolina sitting in Lee County, North Carolina, and it is agreed by the parties that no other court shall have venue with respect to such suits or actions. Appendix A shall be a part of the Contract Documents. Prior to initiating an action under this Article, any party to this Agreement shall initiate the mediation process as provided in Appendix A to these General Conditions of the Contract for Construction.

25.2 Any person or firm that expressly or impliedly agrees to perform labor or services or to provide material, supplies, equipment, work, performance or payment bonds, insurance or indemnification for the construction of the Project or the Work shall be deemed a party to this Agreement solely for the purpose of this Article 25. The Contractor, by means of its subcontracts, shall specifically require its Subcontractors to be bound by this Article.

ARTICLE 26. TAXES

26.1 The Contractor has included in the Contract Price and shall pay all taxes assessed by any authority on the Work or the labor and materials used therein. The Contractor shall maintain all tax records during the life of the Project and furnish the Owner with a complete listing of all taxes paid by taxing authority, invoice number, date, amount, etc. in a form acceptable to the Owner. The Contractor is required to maintain a file showing taxes paid on the Project for three (3) years after Final Payment or turn said documents over to the Owner for his files.

26.2 The following is a list of requirements to be followed by the Contractor in maintaining proper records and reporting the North Carolina Sales and Use Tax and Local Sales and Use Tax. The Contractor shall comply fully with the requirements outlined below, in order that the Owner may recover the amount of the tax permitted under the law.

a) It shall be the Contractor's responsibility to furnish the Owner documentary evidence showing the materials used and sales and use tax paid by the Contractor and each of his Subcontractors. Such evidence shall be transmitted to the Owner with each pay request irregardless of whether taxes were paid in that period.

b) The documentary evidence shall consist of a certified statement by the Contractor and each of the Contractor's Subcontractors individually, showing total purchases of materials from each separate vendor and total sales and use taxes paid to each vendor. Certified statements must show the invoice number, or numbers, covered, and inclusive dates of such invoices.

c) Materials used from Contractor's or Subcontractor's warehouse stock shall be shown in a certified statement at warehouse stock prices.

d) The Contractor shall not be required to certify the Subcontractor's statements.

ARTICLE 27. OPERATION OF OWNER'S FACILITIES

The Contractor agrees that all Work done under the Contract Documents shall be carried on in such a manner so as to ensure the regular and continuous operation of the adjoining or adjacent facilities. The Contractor further agrees that the sequence of operations under the Contract Documents shall be scheduled and carried out so as to ensure said regular and continuous operation. The Contractor shall not close any areas of construction until so authorized by the Designer. The Contractor shall control operations to assure the least inconvenience to the public. Under all circumstances, safety shall be the most important consideration.

ARTICLE 29. TERMINATION OR SUSPENSION BY THE OWNER FOR CAUSE

If the Contractor fails to begin or complete the work under the Contract Documents within the time specified, or fails to perform the work with sufficient labor and equipment or with sufficient materials to insure the prompt completion of said work, or shall perform the work unsuitably or shall discontinue the prosecution of the work for three days or if the Contractor shall become insolvent, be declared bankrupt, commit any act of bankruptcy or insolvency, allow any final judgment to stand against the Contractor or its affiliated companies for a period of forty-eight hours, or for any cause whatsoever shall not carry on the work in an acceptable manner, the Owner may give notice in writing to the Contractor and the Contractor's sureties of such delay, neglect or default, specifying the same, and if the Contractor within a period of three (3) days after such notice shall not proceed in good faith and with reasonable speed to correct such delay, neglect, or default in accordance with such notice, the Owner shall have the full power and authority, to the extent permitted by law, without violating the Contract Documents, to take the prosecution of the work out of the hands of the Contractor, to appropriate or use any or all materials and equipment at the project as may be suitable and acceptable, and may enter into an agreement for the completion of the work or pursue such other methods as in the Owner's opinion shall be necessary or appropriate for the completion of the work in an acceptable manner. All costs and charges incurred by the Owner in proceeding in accordance with the preceding sentence, including attorneys' fees, and all costs incurred by the Owner in completing the work shall be deducted from any money due or which becomes due the Contractor. If such costs and expense incurred by the Owner shall be less than the sum which would have been payable under the Contract Documents if it had been completed by the Contractor, then the Contractor shall be entitled to receive the difference, but if such costs and expenses shall exceed the sum which would have been payable under the Contract Documents, the Contractor and the Contractor's surety shall be liable to the Owner for and shall pay to the Owner the amount of such excess.

ARTICLE 29. TERMINATION OR SUSPENSION BY THE OWNER FOR CONVENIENCE

29.1 The Owner may, without cause, and at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

29.2 Upon such termination, Contractor shall be entitled to payment only as follows: 1) the actual cost of the work completed in conformity with this Agreement; plus, 2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by Owner; plus, 3) ten percent of the cost of the work referred to Article 29.1 for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not

be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

FORM OF PERFORMANCE BOND

Date of Contract: February 28, 2024

Date of Execution: March 25, 2024

Name of Principal
(Contractor) Triangle Roofing Services, Inc.
Hartford Fire Insurance Company

Name of Surety: One Hartford Plaza, Hartford, CT 06155-0001

Name of Contracting
Body: Lee County Government of North Carolina

Amount of Bond: Eighty Four Thousand Three Hundred Dollars and 00/100 (\$84,300.00)

Project Lee County IT/Colts Building Mansard Roof Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind, ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body, identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the contracting body, with or without notice to the surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ 4 _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

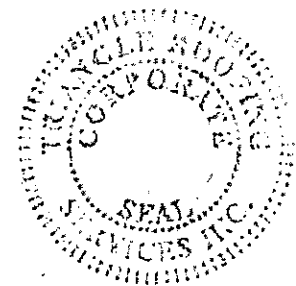
By: M Susan Hughes
Title: Asst. Corporate Secretary
(Corp. Sec. or Asst. Sec., only)

(Corporate Seal)

Triangle Roofing Services, Inc.
Contractor (Trade or Corporate Name)

By: [Signature]

Title: Chris Hughes President
(Owner, Partner, or Corp. Pres. or Vice Pres. only)



Hartford Fire Insurance Company
(Surety Company)

Witness:

Julie Bell
Julie Bell

By: [Signature]

Title: Leslie Martinez Attorney-in-Fact
(Attorney in Fact)

Countersigned:

[Signature]
Jacqueline Salinas
(N.C. Licensed Resident Agent)

(Surety Corporate Seal)

Edwards, Church & Muse, Inc.

P.O. Box 12457, Charlotte, NC 28220
Name and Address-Surety Agency



Hartford Fire Insurance Company
One Hartford Plaza, T-4
Hartford, CT 06155
Surety Company Name and N.C.
Regional or Branch Office Address

FORM OF PAYMENT BOND

Date of Contract: February 28, 2024

Date of Execution: March 26, 2024

Name of Principal
(Contractor) Triangle Roofing Services, Inc.
Hartford Fire Insurance Company

Name of Surety: One Hartford Plaza, Hartford, CT 06155-0001

Name of Contracting
Body: Lee County Government of North Carolina

Amount of Bond: Eighty Four Thousand Three Hundred Dollars and 00/100 (\$84,300.00)

Project Lee County IT/Colts Building Mansard Roof Replacement

KNOW ALL MEN BY THESE PRESENTS, that we, the principal and surety above named, are held and firmly bound unto the above named contracting body, hereinafter called the contracting body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the principal entered into a certain contract with the contracting body identified as shown above and hereto attached:

NOW, THEREFORE, if the principal shall promptly make payment to all persons supplying labor/material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Executed in _____ 4 _____ counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: Jerusalem Hylle

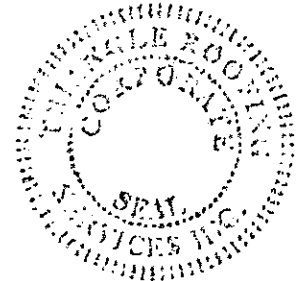
Title: Asst. Corporate Secretary
(Corp. Sec. or Asst. Sec.. only)

(Corporate Seal)

Triangle Roofing Services, Inc.
Contractor: (Trade or Corporate Name)

By: [Signature]

Title: Chris Hughes President
(Owner, Partner, or Corp.
Pres. or Vice Pres. only)



Hartford Fire Insurance Company
(Surety Company)

By: Leslie Martinez

Title: Leslie Martinez Attorney-in-Fact
(Attorney in Fact)

Witness:

Julie Bell
Julie Bell

Countersigned:

Jacqueline Salinas
Jacqueline Salinas
(N.C. Licensed Resident Agent)

(Surety Corporate Seal)



Edwards, Church & Muse, Inc.

P.O. Box 12457, Charlotte, NC 28220
Name and Address-Surety Agency

Hartford Fire Insurance Company
One Hartford Plaza, T-4
Hartford, CT 06155
Surety Company Name and N.C.
Regional or Branch Office Address

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-11
 One Hartford Plaza
 Hartford, Connecticut 06155
 Bond.Claims@thehartford.com
 call: 888-266-4488 or fax: 860-757-5835

Agency Code: SurePath

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint **Leslie Martinez of Charlotte, NC**

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:

Bond No. 22BCSJ86746 on behalf of Triangle Roofing Services, Inc. naming Lee County Government of North Carolina as Obligor in the amount of See Bond Form on behalf of the Companies in their business of guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
 My Commission #111122280
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of March 25, 2024.
 Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

Client#: 1912988

20HCIBUL

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|----------------------------------|
| PRODUCER McGriff Insurance Services LLC Post Office Box 13941 Durham, NC 27709 919 281-4500 | CONTACT NAME: Rikki L Bertschi CISR | |
| | PHONE (A/C, No, Ext): 919 281-4500 | FAX (A/C, No): 8887468761 |
| | E-MAIL ADDRESS: rbertschi@mcgriff.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : National Fire Insurance Co of Hartford | NAIC # 20478 |
| | INSURER B : Continental Insurance Company | 35289 |
| INSURED Triangle Roofing Services, Inc. 221 W. Vance Street Zebulon, NC 27597 | INSURER C : American Casualty Co of Reading PA | 20427 |
| | INSURER D : Allied World Assurance Company US, Inc | 19489 |
| | INSURER E : | |
| | INSURER F : | |

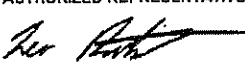
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | 5092135564 | 05/01/2023 | 05/01/2024 | EACH OCCURRENCE | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$500,000 |
| | | | | | | | MED EXP (Any one person) | \$15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | Y | Y | BUA5092135550 | 05/01/2023 | 05/01/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | \$ |
| | | | | | | | BODILY INJURY (Per accident) | \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$1000 | Y | Y | CUE4030550229 | 05/01/2023 | 05/01/2024 | EACH OCCURRENCE | \$10,000,000 |
| | | | | | | | AGGREGATE | \$10,000,000 |
| | | | | | | | | \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below N N/A | | Y | WC592135578 | 05/01/2023 | 05/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$1,000,000 |
| D | Professional Liab | | | 03114323 | 05/01/2023 | 05/01/2024 | \$2,000,000/\$10,000 ded | |
| D | Pollution Liab | | | 03114323 | 05/01/2023 | 05/01/2024 | \$2,000,000/\$10,000 ded | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Lee County IT/Colts Building Mansard Roof Replacement, 1807 Douglas Drive, Sanford NC 27330 .
The Owner and Designer are Additional insured on the General Liability and Auto Liability if required by written/executed contract before a loss on a primary and non-contributory basis, including ongoing and completed operations. Umbrella follows over the General Liability, Auto Liability and Employers Liability. Waiver of Subrogation applies to the General Liability, Auto Liability and Workers Compensation if required (See Attached Descriptions)

CERTIFICATE HOLDER **CANCELLATION**

| | |
|--|---|
| Lee County Government of North Carolina 115 Chatham Street Suite 301 Sanford, NC 27330 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

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DESCRIPTIONS (Continued from Page 1)

by contract and where permitted by law. Thirty (30) day notice of cancellation, except for 10 days non payment of premium, applies on the General Liability, Auto Liability, and Workers Compensation policies if required by contract.

Contractual liability and XCU are not excluded under the general liability coverage.

MEMO TO: LEE COUNTY BOARD OF COMMISSIONERS
 FROM: LISA MINTER, LEE COUNTY MANAGER
 SUBJECT: BUDGET AMENDMENT:# 3/18/24/12
 DATE: March 18, 2024

SECTION I. THE FOLLOWING GENERAL FUND (1100) REVENUE INCREASES ARE HEREBY APPROVED:

| DEPARTMENT | ACCOUNT # | DESCRIPTION | CURRENT BUDGET | CHANGE | NEW BUDGET |
|-----------------|-----------------|-------------------------------|----------------|---------------|------------|
| Senior Services | 1100-3582-34640 | SHIIP GRANT | 11,237 | 2,800 | 14,037 |
| HEALTH | 1100-3510-33410 | DEHNR INFANT MORTALITY REDUCT | 196,350 | 24,298 | 220,648 |
| HEALTH | 1100-3510-33500 | NEHA-FDA GRANT | - | 17,000 | 17,000 |
| | | TOTAL CHANGES | | 44,098 | |

SECTION II. THE FOLLOWING GENERAL FUND (1100) EXPENSE INCREASES ARE HEREBY APPROVED:

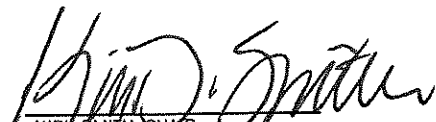
| DEPARTMENT | ACCOUNT # | DESCRIPTION | CURRENT BUDGET | CHANGE | NEW BUDGET |
|-----------------|-----------------|-------------------------------|----------------|---------------|------------|
| Senior Services | 1100-5826-43530 | ADVERTISING | 16,739 | 675 | 17,414 |
| Senior Services | 1100-5826-44100 | OFFICE SUPPLIES | 9,637 | 1,125 | 10,762 |
| Senior Services | 1100-5826-44660 | PROGRAM SUPPLIES | 57,369 | 1,000 | 58,369 |
| HEALTH | 1100-5104-45610 | INCENTIVES SAFE SLEEP & RSB | 75,813 | 24,298 | 100,111 |
| HEALTH | 1100-5109-44101 | OFFICE SUPPLIES DISCRETIONARY | - | 10,000 | 10,000 |
| HEALTH | 1100-5109-43400 | CONFERENCE & MTG REGISTRATION | 1,145 | 1,000 | 2,145 |
| HEALTH | 1100-5109-43410 | TRAVEL | 113 | 6,000 | 6,113 |
| | | TOTAL CHANGES | | 44,098 | |

SECTION IV. THE FOLLOWING LIBRARY FUND (4841) EXPENSE INCREASES ARE HEREBY APPROVED:

| DEPARTMENT | ACCOUNT # | DESCRIPTION | CURRENT BUDGET | CHANGE | NEW BUDGET |
|------------|-----------------|----------------------|----------------|------------------|------------|
| LIBRARY | 4841-8100-46180 | OTHER EXPENSES | 131,885 | 595,297 | 727,182 |
| LIBRARY | 4841-8100-46300 | GENERAL CONSTRUCTION | 17,464,500 | 1,335,500 | 18,800,000 |
| | | TOTAL CHANGES | | 1,930,797 | |

SECTION IV. THE FOLLOWING LIBRARY FUND (4841) EXPENSE DECREASES ARE HEREBY APPROVED:

| DEPARTMENT | ACCOUNT # | DESCRIPTION | CURRENT BUDGET | CHANGE | NEW BUDGET |
|------------|-----------------|-------------------------|----------------|------------------|------------|
| LIBRARY | 4841-8100-46140 | ARCHITECT & ENGINEERING | 2,030,000 | 367,500 | 1,662,500 |
| LIBRARY | 4841-8100-46190 | LAND ACQUISITION | 1,250,000 | 1,250,000 | - |
| LIBRARY | 4841-8100-46430 | FURNISHINGS | 1,400,000 | 70,000 | 1,330,000 |
| LIBRARY | 4841-8100-46900 | CONTINGENCY | 1,350,000 | 243,297 | 1,106,703 |
| | | TOTAL CHANGES | | 1,930,797 | |


 KIRK SMITH, CHAIR




 HANEY HALL, CLERK TO THE BOARD

County of Lee Transit System – Procurement Policy and Procedure Adoption

On behalf of the Lee County Board of Commissioners, I hereby acknowledge receipt of the County of Lee Transit System Procurement Policy and Procedures set forth by the Federal Transit Administration and North Carolina Department of Transportation. We, the Lee County Board of Commissioners, have **reviewed and hereby adopt** this Policy. For any procurements regarding the County of Lee Transit System, we are committed to ensuring that all decisions are made in accordance with the Policy and the Lee County Purchasing and Procurement guidelines.



Signature of Authorizing Official
Kirk D. Smith, Chair

18 MARCH 2024
DATE

PROCUREMENT & THIRD PARTY CONTRACTING

Procurement and third party contracting activities are primarily the responsibility of the local project. The procurement and contract standards set forth in this chapter shall apply to the procurement of all goods and services the subrecipient will purchase under the project contract. Subrecipients should follow established local procedures and applicable state or federal standards in accordance with the North Carolina Consolidated Procurement Code (as amended).

Subrecipients shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This does not preempt State licensing laws. However, geographic location may be a selection criterion in procurements for architectural and engineering (A&E) services provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Procurements shall include all applicable federal requirements identified in the certifications and assurances from the Federal Transit Administration. These assurances should be reviewed and incorporated into subrecipient proposals and awards, and purchases.

Statutory and Regulatory Requirements

- Grantees are responsible for using applicable Federal mandated clauses and certifications for each procurement funded with Federal funds that is over the amount of \$10,000.
- These requirements are contained in the FTA Master Agreement, issued annually in October and can be found at <http://www.fta.dot.gov/documents/20-Master.pdf>
- FTA 4220.1F
 - Sets forth requirements that all grantees and subgrantees of States (including nonprofits and regional transit authorities) must adhere to in the solicitation, award, and administration of third party contracts
 - Makes requirements more consistent with applicable laws and regulations, particularly the Common Grant Rules
- 49 CFR Parts 18 and 19
 - The “Grant Common Rule” establishes uniform administrative requirements for Federal grants and agreements
 - Sets forth procedures for procurement of supplies and other expendable property, equipment, real property, and other services with Federal funds
- Additional guidance can be found in FTA Best Practices Procurement.
- North Carolina General Statutes 143 Article 8
 - The General Statutes contain the main competitive bidding requirements for the purchase of apparatus, supplies, materials, or equipment and construction and repair work
 - Statutes apply to the “expenditure of public money” for these types of purchases
 - Statutes apply to all local government entities
 - Statutes apply to nonprofit grantees for projects funded with State funds or State matching funds
 - Changes in the threshold amounts were effective January 1, 2002 and the construction formal bid threshold was increased effective July 1, 2007.
- North Carolina General Statutes 64 Article 2
 - This Statute, E-Verify required for Public Contracting
 - HB 786 imposed E-Verify requirements on contractors that enter into certain contracts with local governments. All City and County contracts regardless of type and value. This includes all contracts not competitively bid, including service contracts. All formal purchases and construction/repair contracts.
 - E-Verify requirement applies to subcontractors as well as contractors.

Procurement Policy

- All NCDOT grantees must incorporate the required procurement standards set forth in FTA Circular 4220.1F for all third party contracts
- State-funded procurements must also incorporate these standards, with the exception of Federal mandated clauses and certifications
- Each grant applicant, in the annual certification and assurances, must certify that its procurements and procurement system will comply with all applicable requirements imposed by Federal laws, executive orders, or regulations and the requirements of FTA Circular 4220.1F as amended, and other implementing requirements FTA may issue
- Master Agreement issued annually by FTA lists many but not all FTA and other Federal requirements applicable to FTA grantees (additional guidance can be found in the FTA Best Practices Procurement Manual)
- FTA defers to the States, to maximum extent possible, to establish standards – rather than setting national standards

Procurement Standards

Conformance with State and Local Law

- Grantees and sub-grantees may use their own procurement procedures that reflect applicable State and Local laws and regulations, provided that the procurements conform to applicable Federal law, including the requirements and standards in FTA C 4220.1F
- NCDOT IMD grantees will follow the Federal requirements, unless the State/Local requirements are more restrictive

Economical Purchases

- Unnecessary/Duplicative Purchases - Grantees procedures must include provisions for review of proposed procurements to avoid purchase of unnecessary or duplicative items
- De-aggregate Pricing - Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase
- Alternative Cost - Where appropriate, an analysis will be made of lease vs. purchase alternatives or other analyses to determine the most economical approach
- Governmental Agreements - Use available State purchasing agreements for procurement of common goods and services
- Joint Purchases - Enter into joint procurements with other grantees
- Assign contractual rights to purchase goods and services to other grantees
- Surplus Property - Grantees are encouraged to use Federal/State excess and surplus property in lieu of purchasing new equipment and property, whenever such use is feasible and reduces project costs
- Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the lowest overall cost. Grantees are encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

Contract Administration

- Grantees must maintain a contract administration system that ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders
- To accomplish this, grantees should have established methods to ensure conformance with the terms, conditions, and specifications of the contract and to ensure adequate and timely follow up of all purchases.
- Grantees must establish methods to ensure:
 - Contractor conformance with the contract price
 - Contractor conformance with the delivery and/or completion dates
 - Compliance with the specifications of product or construction requirements
 - Payment of any required security or performance deposits by contractor
 - Compliance with rules and regulations for contracts of the funding source
 - Document whether contractors have meet the terms, conditions, and specifications of the contract

Standards of Conduct

- Grantees must maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts
- No employee, officer, agent, immediate family member, or Board member of the grantee shall participate in the selection, award, or administration of a contract supported by Federal/State funds if a conflict of interest, real or apparent, would be involved

Written Procurement Selection Procedures

Grantees must have written selection procedures to ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the product or service to be procured
- Technical requirements will not contain features that unduly restrict competition
- Detailed product specifications should be avoided if at all possible
- A “brand name or equal” description may be used as a means to define the performance. Specific features of the brand name which must be met by offerors must be clearly stated.
- Identify all requirements that offerors must fulfill and all factors to be used in evaluating bids or proposals

Important Note: Procurement of approved purchases of multiple same products/services awarded as part of a request on a single application cannot be separated out. This process will be viewed as a circumvention of the process and a violation of the procurement regulations and N.C. G. S. 143-133. This states that a contract may not be divided for the purposes of evading the provisions of this article (referencing Article 8). For example if an applicant is approved to purchase three mobile radios and a base station, they must all be bid together.

Full and Open Competition

Grantees must ensure that their procurement procedures and practices do not restrict competition.

Situations that restrict competition include:

- Unreasonable requirements placed on firms in order for them to qualify
- Unnecessary experience and excessive bonding requirements
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive awards to any person or firm on retainer contracts
- Organizational conflicts of interest
- Specifying only a “brand name” product

Pre-qualification Criteria

- Grantees must ensure that all lists of pre-qualified persons, firms, or products that are used in acquiring goods and services are current and include enough qualified sources to ensure maximum full and open competition
- Grantees will not preclude potential bidders from qualifying during the solicitation period

Prohibition Against Geographic Preferences

- Grantees must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed in-State or local geographic preferences
- Exception – geographic location may be a selection criteria in procurements for architectural and engineering (A&E) services – provided its application leaves an appropriate number of qualified firms

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

a. Subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or

ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Responsible Procurement Awards

Grantees must make awards to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Take into consideration the following:

- Contractor integrity
- Compliance with public policy
- Record of past performance
- Financial and technical resources

Contract Cost and Price Analysis

Must be completed for every procurement action

- Cost analysis - Performed when the offeror submits estimated costs
 - Professional consulting
 - A&E service contracts
 - Sole source procurements
 - Fair and reasonable profit margin needs to be established
- Price Analysis - Used for all other instances to determine reasonableness of contract price

Notification of Federal Participation

- To the extent required by Federal law, the State of North Carolina agrees that, in administering any Federal assistance Program or Project supported by the underlying Grant Agreement or Cooperative Agreement, any request for proposals, solicitation, grant application, form, notification, press release, or other publication involving the distribution of FTA assistance for the Program or the Project that it will identify the FTA grant source by listing the Catalog of Federal Domestic Assistance Number of the program. The following FTA grant programs will be eligible to participate in this bid, 20.505, 20.507, 20.500, 20.513, 20.509, 20.516, and 20.521. Federal funding assistance up to eighty (80%) percent may be provided.

Written Protest Procedures

- Grantees must have written protest procedures to handle and resolve disputes relating to their procurements
- Grantees should notify NCDOT if a protest involves an FTA compliance issue, since NCDOT must inform FTA within 5 working days

Records Documentation and Retention

Grantees must maintain records detailing the history of each procurement for five (5) years following final payment by the department for the project. Include the following at a minimum:

- The fully executed agreement shall be referenced for record retention requirements if a formal bid was solicited.
- Copies of the bid quotes shall be referenced if the bid was informal.
- Rational for the method of procurement
- Selection of contract type
- Reasons for contractor selection or rejection
- Basis for the contract price

NOTE: The section on "Methods of Procurement" identifies what must be documented at each threshold level.

Contract Term Limitation

- Contracts for rolling stock or replacement parts may not exceed 5 years inclusive of options

- All other contracts (supply, service, leases of real property, revenue, construction, etc.) may be for longer periods. Grantees should consider competition, pricing, fairness, and public perception.
- Once a contract has been awarded, an extension of contract term length that amounts to an out of scope change will require a sole source justification

Tag-ons (Not Allowed)

Definition: Tag-ons” is a term describing the adding on to the contracted quantities (base and option) as originally advertised, competed, and awarded, whether for the use of the buyer or for others and then treating the add-on portion as though it met the requirement of competition

Piggybacking

Definition: An assignment of existing contract rights to purchase supplies and equipment

Allowable with the following requirements:

- Only Invitation for Bid (IFB) items are eligible
- Must be within 12 months of contract award
- The solicitation document and resultant contract contain an assignability clause
- A minimum and maximum quantity is stated
- All FTA contract requirements were included in the solicitation and contract

E-Commerce (NCDOT/IMD interpretation)

- E-Commerce activity is best defined as the processing of business transactions over the web
- While most grantees may not use a typical “E-Commerce” procurement system, such as the State uses, many order supplies over the Internet or use electronic banking
- Grantees who utilize any electronic methods for soliciting offers, ordering products, or transferring funds must have written procedures and must ensure the requirements for full and open competition are met

Contract Provisions

All contracts must contain contractual provisions or conditions that allow for:

- Legal remedies in instances where contractors violate or breach contract terms (contracts > \$90,000)
- Termination for the cause and for convenience by the grantee including the manner by which it will be effected and the basis for settlement (contracts > \$10,000)

Liquidated Damages

Grantee may use liquidated damages if it may be reasonable to expect delays

- Damages shall be a specific rate per day for each day of overrun
- Liquidated damages recovered shall be credited to the project account

IMD Review Policy

Reminder: IMD must review and approve all drawings, designs, and/or description of work required prior to solicitation of construction, renovation, or facility improvement projects.

Reminder: IMD must review and approve new/adapted specifications prior to solicitation of new-type rolling stock. This requirement does not apply to the following:

- Minivans-Standard Type
- Conversion and Lift Vans
- Light Transit Vehicles (Cutaway-type Bus)

REQUIRED pre-award approval by IMD of the following Purchases

- New-Type Rolling Stock (see exceptions listed above) ≥ \$30,000
- Any construction project ≥ \$30,000
- Any “brand name” product or sole source purchase ≥ \$10,000
- Any award to other than apparent lowest bidder ≥ \$10,000
- Any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000

Methods of Procurement

Level 1: Micro-Purchases (less than \$10,000)

- May be made without obtaining price quotes
- Local procurement guidelines must be followed
- Equitable distribution among qualified suppliers
- No splitting of procurements to avoid competition
- Davis-Bacon Act applies to construction \geq \$2,000
- Minimum documentation required:
 - How price was determined to be fair and reasonable (comparison of catalog/online prices, etc.) and which vendor was selected
 - Procurement History Form may be used to document
 - Vendor does not have to comply with Federal requirements
 - Document approval by authorized person before purchase

Level 2: Price Quotes (\$10,000 - \$29,999)

- Solicit at least 3 bidders (telephone quotes are acceptable)
- If Federal funds are used, applicable Federal requirements and certifications must be included in the solicitation
- Minimum documentation required:
 - Document quotes received (at least 2 quotes should be received)
 - Document which vendor was selected – if vendor with lowest price is not selected, include basis/reason for selection (delivery date, better warranty/service, etc.); prior IMD approval is required.
 - Document approval by authorized person before purchase
 - Procurement History Form may be used to document
 - Complete Procurement Checklist and submit to IMD with reimbursement request

Level 3: Informal Bids (\$30,000 - \$89,999)

Reminder: IMD must review and approve new/adapted specifications prior to solicitation of new-type rolling stock. This requirement does not apply to the following:

- Minivans (standard type)
- Conversion and Lift Vans
- Light Transit Vehicles (Cutaway-type Bus)

Reminder: IMD must review and approve all drawings, designs, and/or description of work required prior to solicitation of construction, renovation, or facility improvement projects

Procedural Requirements

- Solicit written quotes from at least 3 bidders
- Applicable Federal requirements and certifications must be included with solicitation (if funded in part with Federal funds)
- IMD requires pre-award approval of the following.
 - New-type Rolling Stock* (This requirement does not apply to the following)
 - Minivans (standard type)
 - Conversion and Lift Vans
 - Light Transit Vehicles (Cutaway-type Bus)
 - Any construction project* \geq \$30,000
 - Any "brand name" product or sole source purchase* \geq \$10,000
- Pre-award documentation
 - Submit Procurement Checklist
 - Procurement History Form
 - and all other documentation to IMD prior to purchase/award

Minimum Documentation Required

- Minority Business Enterprise (MBE) good faith efforts must be documented

- Document quotes solicited and quotes received (at least 2 quotes should be received)
- Document which vendor was selected – if vendor with lowest price is not selected, include basis/reason for selection and justification (delivery date, better warranty/service, etc.); prior IMD approval is required.
- Procurement History Form may be used to document/track but must maintain written documentation to support that each requirement was met
- Document approval by authorized person before purchase/award including any pre-award approval by IMD
- Submit Procurement Checklists to IMD with reimbursement request for all other procurements ≥ \$30,000.

Level 4: Formal Bids (IFB) (Sealed) (IMD pre-award approval required on all procurements)

State Funds ONLY

- \$90,000 – Equipment/Supplies/Services
- \$500,000 – Construction

Federal and State Funds

- \$90,000 – Equipment/Supplies/Services
- \$150,000 - Construction

Reminder: Please reference previously stated IMD Review Policy

Procedural Requirements

- Publish advertisement (electronic ad may be used) for the bid, at least once, 7 days prior to opening
- All bids must be sealed and opened at stated time and place
- At least 3 suppliers/contractors must be solicited (in addition to ad, at least 3 must be notified)
- Applicable Federal requirements and certifications must be included with solicitation (if funded in part with Federal funds)

Additional Requirements for Construction Procurements

- Minimum of 3 sealed bids must be received. If less than 3 bids are received, agency must advertise for bids again; and if as a result of such second advertisement, less than 3 competitive bids are received from reputable and qualified contractors, the agency may open bid, and award to the lowest responsible bidder, even if only one bid is received.
- Bid guarantee bond (5% of bid price)
- Performance and payment bonds (100% of contract price for contracts exceeding \$300,000)
- MBE/DBE verifiable goals for construction procurements > \$10,000
 - If the construction project is funded with only state funds, the State Construction Guidelines for MBE will be followed for vertical construction and a 10% goal will be the set MBE goal for each state funded construction project.
 - If the construction project is funded in part with federal funds, then a project specific DBE goal will be set for that particular construction project.
- Document bids received by completing Procurement History Form and Procurement Checklist for Formal Bids
- Submit checklist, tabulation, and related documentation to IMD for prior approval before entering into a contract or commencing with construction related work
- Award shall be made to the lowest, responsible bidder(s)

NOTE: If recommendation is other than low bid, written justification must be submitted along with above checklist and related documentation

Reminder: IMD must also pre-approve any contract modification that would change the scope of a contract or increase the contract amount up to or over the formal (sealed) bid threshold of \$90,000

- Any or all bids may be rejected if there is sound documented business reason
- Contract award will be made in writing to the lowest responsive and responsible bidder
- When specified in bidding documents, factors such as discounts, transportation costs, and life cycle costs will be considered in determining which bid is lowest
- Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken

Minimum Documentation Required

- Written documentation to support that each requirement was met

- Minority Business Enterprise (MBE) or Disadvantage Business Enterprise (DBE) good faith efforts must be recorded
 - Solicit minority participation in contracts for the erection, construction, alteration or repair of any building
 - A 10% goal is mandated by NCGS when State grant funds are used
 - A project specific goal will be set for federally funded construction projects
 - Documented efforts must be reported to NCDOT
- Documented approval from IMD
- Document approval by authorized person before purchase/award

Competitive Procurement - Request for Proposal (RFP)

- Normally conducted with more than one source submitting an offer (proposal)
- Either fixed price or cost reimbursement type contract
- Generally used when conditions are not appropriate for use of sealed bids
- Contracts for Information Technology may be entered into under a request for proposal procedure

PROCESS REQUIREMENTS

- RFP will be publicized. All evaluation factors will be identified along with their relative importance
- Proposals will be solicited from an adequate number (3 is recommended) of qualified sources
- Grantees will have a method in place for conducting technical evaluations of the proposals received and for selecting awardees
- Awards will be made to the responsible firm whose proposal is most advantageous to the grantee's program with price and other factors considered in determining which proposal is most advantageous, grantees may award to the proposer whose proposal offers the greatest business value (best value) to the agency

NOTE: "Best value" is based on determination of which proposal offers the best trade-off between price and performance, where quality is considered an integral performance factor.

Procurement of Architectural and Engineering Services (A&E) – Request for Qualifications (RFQ)

Must use qualifications-based competitive proposal (Brooks Act) procedures for all A&E services, unless the project fee is less than \$50,000, then procurement procedures may be exempted with local board approval (N.C.G.S. 143.64.32).

Qualifications based on competitive proposal procedures require that:

- An offeror's qualifications be evaluated
- Price must be excluded as an evaluation factor
- Negotiations be conducted with only the most qualified offeror
- Failing agreement on price, negotiations with the next most qualified offeror be conducted until a contract award can be made to the most qualified offeror whose price is fair and reasonable to the grantee

Qualifications based Competitive Proposals must be used for these Services

- Program management
- Construction management
- Feasibility studies (Note-facility needs assessments must include site selection and NEPA document)
- Preliminary engineering, design, architectural, engineering, surveying, mapping, and related services

NOTE: If any Federal funds are used, all applicable Federal requirements and certifications must be included in the solicitation. Written documentation must be maintained to support each step of the procurement process

Noncompetitive Procurement - (Sole Source)

Definition: Solicitation of a proposal from only one source

- After solicitation of a number of sources, competition is determined inadequate
- A contract change outside the scope of original contract is also considered a sole source procurement

**Noncompetitive or Sole Source
(Qualifying Conditions)**

- If the award of a contract is infeasible under competitive procedures
 - Item is only available from a single source
 - Emergency situation will not permit a delay in the purchase of item
 - Solicitation provides only one bid, and competition is determined to be inadequate
 - Item is an associated capital maintenance item and is purchased directly from original manufacturer.
 - The manufacturer or supplier is the only source for item
 - The price is no higher than usual price paid
-

**Noncompetitive or Sole Source
(Reimbursement Criteria)**

- A cost analysis is required
- Establish a fair and reasonable profit margin
- If Federal funds are used, applicable Federal requirements and certifications must be submitted to the vendor
- Sole source requires local governing board approval
- IMD's Assistant Director for Administrative Services must pre-approve all sole source procurements \geq \$10,000
- Written documentation must be maintained to support each step in the procurement process

Contract Options

- Grantees may include options in contracts. An option is an unilateral right in a contract by which, for a specified time, a grantee may elect to purchase additional equipment, supplies, or services called for by the contract, or may elect to extend the term of the contract
- If a grantee chooses to use options, the requirements below apply:
 - Evaluation of Options – option quantities or periods contained in the contractor's bid or offer must be evaluated in order to determine contract award. When options have been evaluated as part of the award, the exercise of such options will be considered a sole source procurement.

Exercise of Options

- A grantee must ensure that the exercise of an option is in accordance with the terms and conditions of the option stated in the initial contract awarded
- An option may not be exercised unless the grantee has determined that the option price is better than prices available in the market or that the option is the more advantageous offer at the time the option is exercised

Reminder: Public transit-related requirements may be incorporated into local procedures or transit system may draft separate procedures

Nonprofit Procurement Procedures

No Written Procedures

To assist all nonprofit agencies in the development or revision of their written procurement procedures, the division will provide a sample procurement policy and implementation procedures that meet the requirements for nonprofit subrecipient procurement procedures. The sample policy can be revised, as necessary (must still meet minimum procurement requirements). The nonprofit agency must obtain governing body approval and submit the approved procedures, including a certified copy of the minutes of the governing board meeting at which the procedures were adopted, to the Integrated Mobility Division for approval. The division will notify the nonprofit subrecipient of

written approval or disapproval. If the policy does not meet the procurement procedures for nonprofit subrecipients, the policy will be returned to the grantee with revisions necessary to comply with the procurement procedures noted.

Written Procedure

Nonprofit subrecipients that have existing written procurement procedures must ensure that they meet the requirements for nonprofit subrecipient procurement procedures. If not, the procedures must be revised to meet the requirements and receive governing body approval of the revisions. The approved procedures, including a certified copy of the minutes of the governing board meeting at which the revised procedures were adopted, are submitted to the Integrated Mobility Division for approval. The division will notify the nonprofit subrecipient of written approval or disapproval. If the policy does not meet the procurement procedures for nonprofit subrecipients, the policy will be returned to the grantee with revisions necessary to comply with the procurement procedures noted.

Section 5311, 5310, 5316 and 5317 Procurement Checklist

Each procurement conducted by Section 5311, 5310, 5316 and 5317 subrecipients must be in compliance with applicable Federal and State laws, rules, regulations and local procurement procedures. The procurement checklists are intended to assist the subrecipient in conducting a proper procurement, provide documentation that all applicable requirements were followed and expedite the procurement approval process, if required, and subrecipient reimbursement. The checklists incorporate the State’s local government procurement requirements as stated in NC General Statute 143-129, the Federal Transit Administration’s requirements as stated in Circular 4220.1F, the FTA Master Agreement and guidance in the Federal Transit Administration’s Best Practices Manual.

Quick Reference Summary Table

| Level | Procurement Method | Amounts | Type | Bid Procedure |
|-------|---------------------|--------------------|------------------------|--|
| 1 | Local Guidelines | Up to \$9,999 | All | Use local procedures |
| 2 | Price Quotes | \$10,000-\$30,000 | All | Solicit at least three quotes (phone quotes are acceptable) |
| 3 | Informal Bid | \$30,000-\$89,999 | Non-Construction | Solicit written quotes from at least three bidders |
| | | \$30,000-\$99,999 | Construction Federal | |
| | | \$30,000-\$499,999 | Construction State | |
| 4 | Formal Bid (sealed) | \$90,000 and over | Non-Construction | Advertised solicitation |
| | | \$500,000 and over | Construction State | |
| | | \$150,000 and over | Construction (federal) | |

Compliance with Federal and State procurement requirements in addition to the Bus (Pre-Award and Post-Delivery Reviews), Buy America, Suspension and Debarment, Lobbying and Americans with Disabilities Act requirements are monitored through the use of the procurement checklists.

Subrecipients must submit the appropriate completed procurement checklist for prior approval or with the request for reimbursement that is submitted to the Integrated Mobility Division. Attach a copy of the executed certifications for applicable Federal requirements for informal quotes and formal bids to the checklist. Requests for reimbursement that are received without the required attachments will be returned to the grantee unpaid.

The grantee’s authorized official or the individual delegated authority to submit requests for reimbursement signs the certification statement at the bottom of the procurement checklist form for each procurement. Integrated Mobility Division staff review the completed form and appropriate attachments to ensure that all requirements were met. IMD approval is only provided for formal bids and for informal quotes when purchasing some types of rolling stock or completing construction/renovation projects. Subrecipients must receive written approval from the division prior to awarding the contract.

Rev 11/23

The request for reimbursement form and procurement checklist will be returned to the subrecipient if the required information is not provided or is incomplete. Instructions will be provided to advise the subrecipient of corrective action that must be taken for the division to reimburse the subrecipient for eligible project costs.

The checklist and all supporting documentation are to be retained by the subrecipient for at least five (5) years following closeout of the project by the department.

Lobbying

Lobbying is defined as influencing or attempting to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal grant, cooperative agreement, or any other federal award.

State agencies and subrecipients must impose lobbying restrictions on their third-party contractors and must obtain certifications. Specific contracts, grants or cooperative agreements are actions covered by the restrictions on lobbying.

Where third party contractors are involved, subrecipients must obtain a signed certification of compliance from the contractor. If contractors received more than \$100,000 in federal funds and used non-federal funds to support lobbying, subrecipients must obtain the completed Standard Form-LLL from the contractor and submit it to DMT

Debarment and Suspension

To prevent fraud, waste and abuse in federal transactions, persons or entities that, by defined events or behavior, potentially threaten the integrity of federally administered programs are excluded from participation in FTA-assisted programs.

NCDOT will not enter into any third-party contract or grant agreement with any party included in the "US General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs." This pertains to all FTA sponsored program funds. Listing of excluded parties can be located at: <https://www.sam.gov/>. The state listing of those parties debarred or suspended can be located at: <http://www.doa.state.nc.us/PandC/actions.asp>

IMD subrecipients receiving more than \$25,000 through a project from NCDOT must certify they are not debarred or suspended from any Federal agency. This is accomplished through the application process and the annual certifications and assurances. All subrecipients also must ensure that their third party contractors receiving more than \$25,000 are not debarred or suspended from doing business with the federal government. Thus, subrecipients must search both the debarment/suspension federal website. (.

Subrecipient responsibilities:

- Sign a certification of compliance pertaining to debarment and suspension.
- Verify that a third-party contractor is not disqualified by a Federal agency.
- Obtain a signed certification and add a clause or condition to the contract or subcontract regarding debarment and suspension.

Buy America Provisions/Pre-Award and Post-Delivery Audits/New Model Bus Testing

Buy America Provisions

These provisions are federal "domestic content" regulations. Buy America affects vehicle and equipment purchases and construction contracts valued at \$100,000 or more. It provides, with exceptions, that federal funds may not be obligated for transportation projects unless the steel and manufactured products used in them are produced in the United States.

Pre-Award and Post-Delivery Audits

Procurements for vehicles must be in accordance with "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases" (49 CFR Part 633; Federal Register March 31, 1992). The rule requires that any subrecipient who

Rev 11/23

purchases rolling stock certify to the NCDOT that it has conducted a pre-award and post-delivery audit to ensure compliance with its bid specifications, Buy America requirements and Federal Motor Vehicle Safety Standards.

Visual inspection and road testing are required when purchasing unmodified vans, cars, or 20 or fewer buses. Resident inspection is required when purchasing more than 20 buses or modified vans from a single manufacturer.

New Model Bus Testing

New bus models must be tested at the FTA sponsored test facility in Altoona, PA before federal funds can be expended to purchase them. The FTA rule exempts certain vehicles from testing (usually sedans and non-modified vans). The primary purpose of the testing program is to determine the strengths and weaknesses inherent in the particular model for typical operating conditions. Ideally, subrecipients use the bus-testing report as one of the criteria used to select the vehicle for purchase.

Subrecipients purchasing equipment with federal funds are required to receive the Altoona/STURAA bus test report for each vehicle purchased and include it in procurement files if the test is required. The vendor, prior to subrecipients signing off, should provide the report on post-delivery certification forms and acceptance of the vehicle(s) from the vendor. A third party contractor must provide a signed bust testing certification with vehicle bid proposal along with the Altoona bus test report.



**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 1413 TEXAS SQUARE**

WHEREAS, the County of Lee owns certain vacant property located at 1413 Texas Square, PIN number 9670-25-5246-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1284, Page 946, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$7,500.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$2428.24; and,

WHEREAS, North Carolina General Statutes §153A-176 and §160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Billy Wicker III ("Offeror") to purchase the property described above in the amount of \$2428.24, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$2428.24; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer and any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
9. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
 - d. Advertising fees are non-refundable once spent. Any costs above the \$200.00 already paid must be paid by the buyer.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
 - f. The buyer takes title subject to any easements, encumbrances, encroachments, environmental issues, covenants, boundary issues or any other property related issues, seen or unseen.

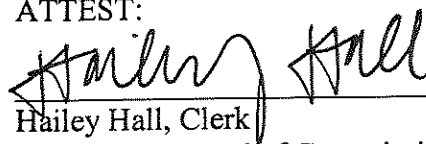
10. The Board of Commissioners may, at any time, reject any and all offers.

11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the 18th day of March, 2024.


Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk
Lee County Board of Commissioners





**RESOLUTION AUTHORIZING THE SALE OF PROPERTY
LOCATED AT 330 HARBOR TRACE**

WHEREAS, the County of Lee owns certain vacant property located at 330 Harbor Trace, PIN number 9660-91-9668-00, Lee County, North Carolina, as shown on a deed recorded in Deed Book 1443, Page 462, in the office of the Register of Deeds for Lee County, to which the record thereof reference is hereby made for more complete description; and,

WHEREAS, the taxable value of the property is \$7,000.00; and,

WHEREAS, the above-referenced property was conveyed to the County as the result of a foreclosure sale; and,

WHEREAS, the amount of fees and taxes owed on the property as the result of such sale is \$4017.08; and,

WHEREAS, North Carolina General Statutes §153A-176 and §160A-269 permit the County to sell property by upset bid, after receipt of an offer to purchase the property; and,

WHEREAS, the County of Lee proposes to dispose of the above described property as it is surplus to the County's needs; and,

WHEREAS, the County received an offer submitted by Billy Wicker III ("Offeror") to purchase the property described above in the amount of \$4017.08, plus any advertising costs, a copy of which is attached hereto; and,

WHEREAS, Offeror has paid to the County Clerk the required 5 percent (5%) deposit on its offer and \$200.00 of advertising costs; and,

WHEREAS, the Lee County Board of Commissioners accepts the initial offer of \$4017.08; and,

WHEREAS, the Lee County Board of Commissioners authorizes staff to advertise the initial offer and any higher, upsetting offer, subject to the upset bid procedure.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners as follows:

1. The Lee County Board of Commissioners authorizes the sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269.

2. The County Clerk shall cause a notice of the proposed sale to be published. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder.
3. Persons wishing to upset the offer that has been received shall submit a **sealed bid** with their offer to the County Attorney's Office within 10 days after the notice of sale is published. The upset bid should be delivered to the County Attorney's Office located at 408 Summit Drive, Sanford NC 27330, on or before 5:00 p.m. on or before the 10th day following publication of said notice. Use of the mail or any means of delivery is at the bidder's risk and any bids received after the deadline will not be considered. Any bid with conditions or terms will not be accepted or considered.
4. At 5:00 p.m. on said date, the County Attorney/Deputy County Attorney shall open the bids, if any, and the highest such bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.
5. A qualifying higher bid is one that raises the existing offer by not less than 10 percent (10%) of the first \$1,000 of that offer and 5 percent (5%) of the remainder of that offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of 5 percent (5%) of the bid and accompanying \$200.00 for advertising costs. This amount may be made in cash, cashier's check, or certified check.
7. The County will return the deposit and advertising costs on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received; however, once the actual advertising costs are incurred, those become non-refundable.
8. If a qualifying higher bid is received, the County Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received.
9. The terms of the final sale are as follows:
 - a. The buyer must pay with cash, cashier's check or certified check at the time of closing.
 - b. The property is sold "as is" with no conditions placed on the bid.
 - c. Title to the subject property shall be transferred to the buyer by a Non-warranty deed.
 - d. Advertising fees are non-refundable once spent. Any costs above the \$200.00 already paid must be paid by the buyer.
 - e. The County Attorney does not perform title searches on the property and the Offeror can retain their own attorney to perform such title search.
 - f. The buyer takes title subject to any easements, encumbrances, encroachments, environmental issues, covenants, boundary issues or any other property related issues, seen or unseen.

10. The Board of Commissioners may, at any time, reject any and all offers.

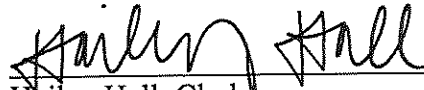
11. If no qualifying upset bid is received after the initial public notice and 10-day upset bid period has expired, the original offer will be taken back to the Board for final approval and whereby the Board may authorize the appropriate County officials to execute the instruments necessary to convey the property.

Dated this the 18th day of March, 2024.



Kirk D. Smith, Chair
Lee County Board of Commissioners

ATTEST:



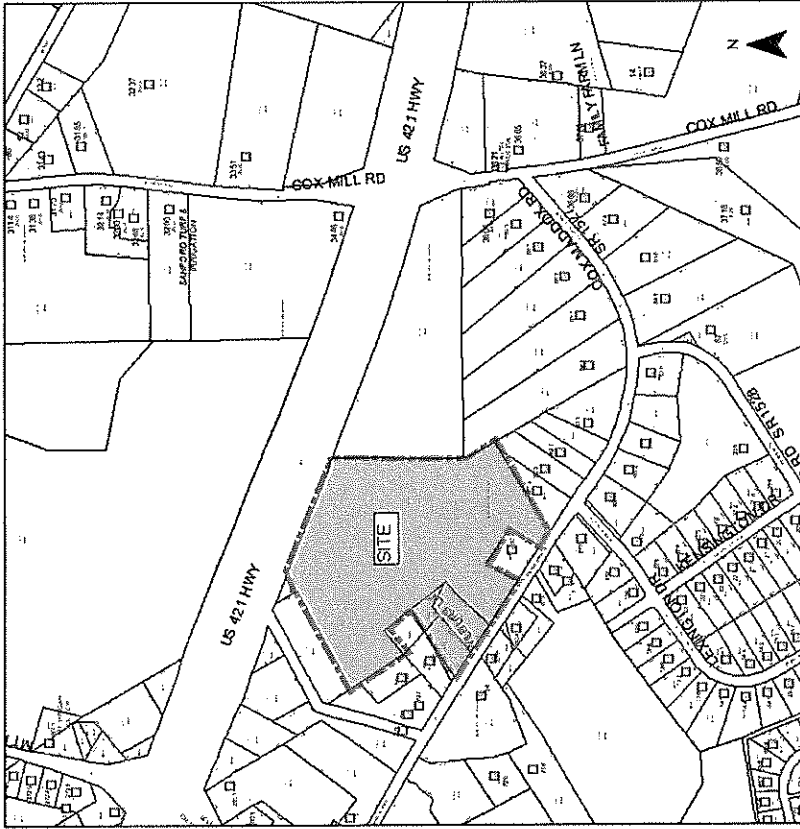
Hailey Hall, Clerk
Lee County Board of Commissioners





REZONING APPLICATION
Rezone four tracts of land totaling 26.1 acres
off of Cox Maddox Road
from RA to RR
PINs: 9661-85-5459-00, 9661-85-3128-00, 9661-85-3300-00, and 9661-85-1128-00

This is a graphic illustration and not a legal document.
All information is comprised of layers of data that may or may not align correctly.



REZONING APPLICATION
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This is a graphic illustration and not a legal document.
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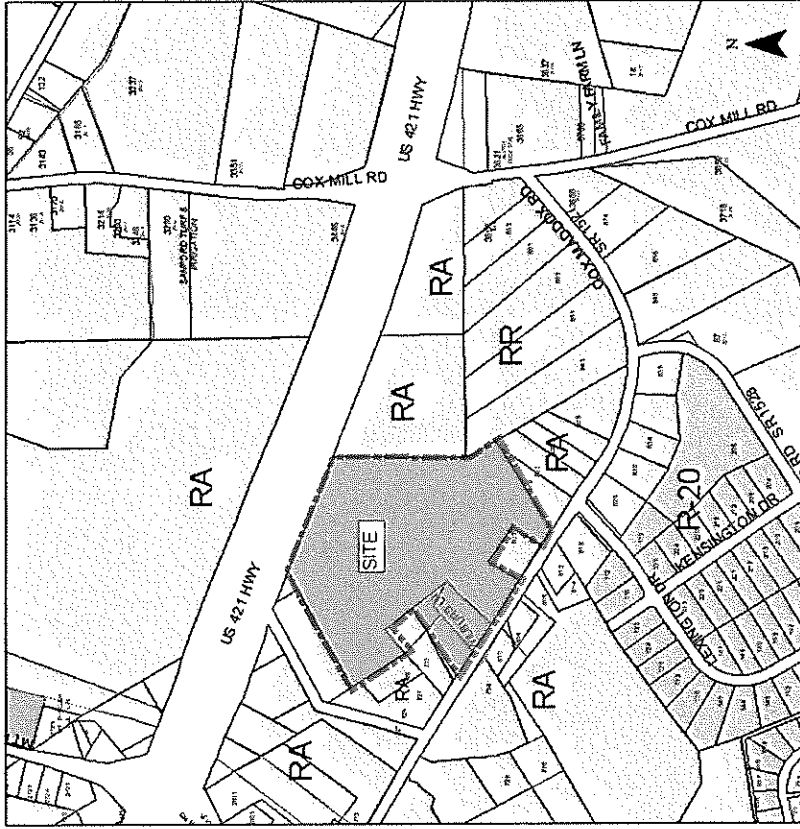


REZONING APPLICATION

**Rezone four tracts of land totaling 26.1 acres
off of Cox Maddox Road
from RA to RR**

PINs: 9661-85-5459-00, 9661-85-3128-00, 9661-85-3300-00, and 9661-85-1128-00

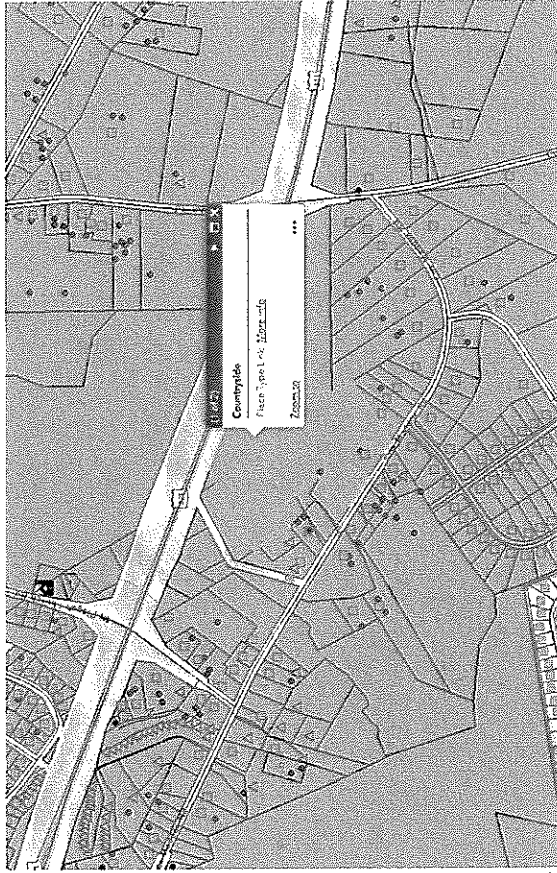
*This is a graphic illustration and not a legal document.
All information is comprised of layers of data that may or may not align correctly.*



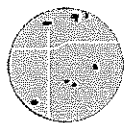
REZONING APPLICATION
Rezone four tracts of land totaling 26.1 acres
off of Cox Maddox Road
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PINs: 9661-85-5459-00, 9661-85-3128-00, 9661-85-3300-00, and 9661-85-1128-00

This is a graphic illustration and not a legal document.
 All information is comprised of layers of data that may or may not align correctly.

Plan SanLee - Long Range Plan - Interactive Map of Site



- Place Types**
- Commercial Corridor
 - Countryside
 - Crossroads
 - Downtown
 - Industrial Center
 - Maker District
 - Mixed Use Activity Center
 - Neighborhood Center
 - Neighborhood Transition
 - Professional and Institutional Campus
 - Suburban Neighborhood
 - Urban Neighborhood
 - Village Center
 - Village Neighborhood



COUNTRYSIDE

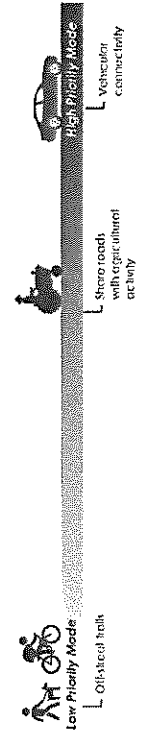
- ✓ Agricultural and undeveloped lands outside the Urban Service Areas
 - ✓ Preservation of county's agricultural heritage encouraged
 - ✓ Conservation and maintenance of rural lifestyle supported
 - ✓ Limited residential density
- Local Example - Avenis Ferry Road Corridor in northeast Lee County**



LAND USE



TRANSPORTATION



CONTEXT

- Development Density**
- ✓ Minimum 1 dwelling unit / 2 acres
 - ✓ Deep Building Setbacks
 - ✓ 35 Foot Height Limit
- Utility Infrastructure**
- ✓ Wast Water
 - ✓ On-Site Wastewater Disposal
- Preferred Character**
- ✓ Two-Lane Rural Highways
 - ✓ Dispersed Development Pattern
 - ✓ Agricultural Fields + Forests

ZONING





PCO #002

Project: 50-0081 - Lee County Multi-Sports Complex
0 Broadway Rd.
Sanford, North Carolina 27330
Phone: 919-775-7882

Prime Contract Potential Change Order #002: NCDOT Signalization

| | | | |
|-------------------------------|-----------------------|---|--|
| TO: | Lee County Government | FROM: | Sanford Contractors Inc 367 Freedom Pkwy Ste 200 Pittsboro, North Carolina 27312 |
| PCO NUMBER/REVISION: | 002 / 0 | CONTRACT: | 50-0081. - Lee Co Multi-Sports Complex |
| REQUEST RECEIVED FROM: | | CREATED BY: | Rob Brisley (Sanford Contractors Inc) |
| STATUS: | Pending - Pricing | CREATED DATE: | 11/30/2023 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | None |
| FIELD CHANGE: | No | ACCOUNTING METHOD: | Amount Based |
| LOCATION: | | PAID IN FULL: | No |
| SCHEDULE IMPACT: | | SIGNED CHANGE ORDER RECEIVED DATE: | |
| EXECUTED: | No | TOTAL AMOUNT: | \$59,223.62 |

POTENTIAL CHANGE ORDER TITLE: NCDOT Signalization

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)
CE #003 - NCDOT Signalization

ATTACHMENTS:

081064_Signal Plans.pdf , 081064_Clearance.pdf

| # | Budget Code | Description | Amount |
|--|---------------------------------------|------------------------------------|--------------------|
| 1 | 26--2000..S Electrical.Subcontractors | Fulcher - Signalization Electrical | \$52,845.00 |
| 2 | 01--7829..S Surveying.Subcontractors | Signalization Surveying | \$3,000.00 |
| Subtotal: | | | \$55,845.00 |
| OH&P on Self Perform (10.00% Applies to Labor, Materials, Equipment, Labor Burden, Overhead, Other, Temporary Labor, and Equip Rental/Repairs.): | | | \$0.00 |
| OH&P on Subcontractors (5.00% Applies to Subcontractors.): | | | \$2,792.25 |
| Bond (1.00% Applies to all line item types.): | | | \$586.37 |
| Grand Total: | | | \$59,223.62 |

Kyle Mullens (The John R. McAdams Co., Inc.)
2905 Meridian Parkway
Durham , North Carolina 27713

Lee County Government

Sanford Contractors Inc

367 Freedom Pkwy Ste 200
Pittsboro, North Carolina 27312

Kyle Mullens

Digitally signed by Kyle Mullens
DN: cn=Kyle Mullens, c=US,
o=McAdams, ou=Construction
Administrator,
email=Mullens@mcadamsco.com
Date: 2024.03.07.08:33:59 -0500

3-7-24

[Handwritten Signature]
DATE

[Handwritten Signature] 3/7/24
DATE

SIGNATURE

This instrument has been recorded in the manner required by the Local Government Budget and Fiscal Control Act Page 1 of 1

[Handwritten Signature]
Finance Officer, Lee County

SIGNATURE

DATE

Printed On: 3/7/2024 07:20 AM

STOP LINE, STORAGE LENGTH, AND POLE LOCATION DIAGRAM

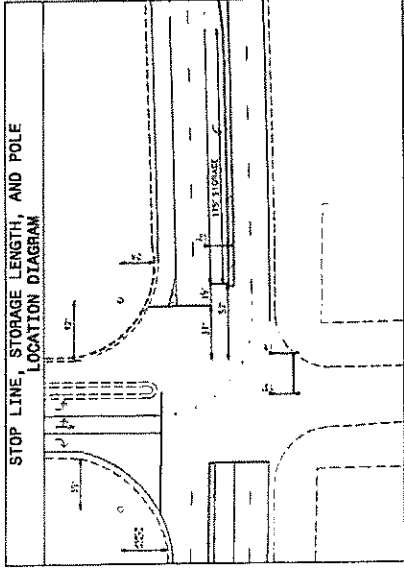
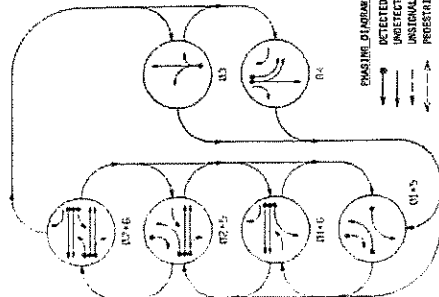


TABLE OF OPERATION

| PHASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|----------|---|---|---|---|---|---|---|---|---|----|----|----|
| PHASE 1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 2 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 4 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 5 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 6 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 7 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 8 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 9 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 10 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 11 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| PHASE 12 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |

PHASING DIAGRAM



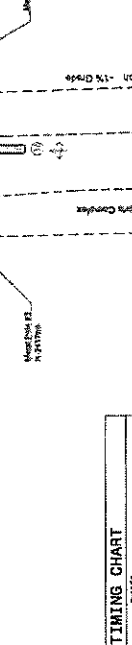
PHASING DIAGRAM DETECTION LEGEND
 DETECTED MOVEMENT
 UNDETECTED MOVEMENT (OVERLAY)
 UNDETECTED MOVEMENT
 PROHIBITED MOVEMENT

NOTES
 1. Refer to "Roadway Standard Drawings NCDOT" dated January 2024, "Standard Specifications for Roads and Structures" dated January 2024, and all applicable sections of the latest version of the generic project specifications. The 2024 version of the project specifications can be found at: <https://transportation.ncdot.gov/resources/specs/Pages/TTS-Design-Resources.aspx>
 2. Do not program signal for late night flashing operation unless otherwise directed by the Engineer.
 3. Phase 1 and/or phase 5 may be legged.
 4. The order of phase 3 and phase 4 may be reversed.
 5. See all detector units to presence mode.
 6. Remove existing "No Left/No U-Turn" (R3-13), Left Arrow "ONLY" (R3-51), and Right Arrow "ONLY" (R3-5R) and lane control signs.
 7. Pavement markings are existing unless otherwise shown.
 8. Maximum times shown in timing chart are for interim operation only. Consider these values as maximum values for final design.
 9. Closed loop system data: Master Asset #118005, Controller Asset #11054.

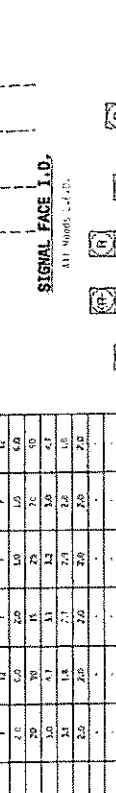
OASIS 2070 LOOP & DETECTOR INSTALLATION CHART

| LOOP / DETECTOR | MAGNETIC | MAGNETIC | MAGNETIC | MAGNETIC | DETECTOR PROGRAMMING | |
|-----------------|----------|----------|----------|----------|----------------------|------|
| | | | | | PHASE | TYPE |
| 14-0 | 0 | 0 | 0 | 1 | 1 | 15 |
| 20/51 | 0 | 0 | 0 | 1 | 1 | 15 |
| 29/52 | 0 | 0 | 0 | 1 | 1 | 15 |
| 34-0 | 0 | 0 | 0 | 1 | 1 | 15 |
| 41 | 0 | 0 | 0 | 1 | 1 | 15 |
| 48 | 0 | 0 | 0 | 1 | 1 | 15 |
| 5A | 0 | 0 | 0 | 1 | 1 | 15 |
| 5B | 0 | 0 | 0 | 1 | 1 | 15 |
| 5C | 0 | 0 | 0 | 1 | 1 | 15 |
| 6A/53 | 0 | 0 | 0 | 1 | 1 | 15 |
| 6B/54 | 0 | 0 | 0 | 1 | 1 | 15 |

LEGEND



SIGNAL FACE I.D.



OASIS 2070 TIMING CHART

| FEATURE | PHASE | | | | | |
|------------------|-------|-----|-----|-----|-----|-----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| Max Green 1" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Max Green 2" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Yellow Clearance | 3.0 | 3.0 | 3.0 | 1.5 | 1.5 | 1.5 |
| Red Time | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 1" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 2" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 3" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 4" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 5" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 6" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 7" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 8" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 9" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 10" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 11" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 12" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 13" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 14" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 15" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 16" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 17" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 18" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 19" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 20" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 21" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 22" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 23" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 24" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 25" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 26" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 27" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 28" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 29" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 30" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 31" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 32" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 33" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 34" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 35" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 36" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 37" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 38" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 39" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 40" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 41" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 42" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 43" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 44" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 45" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 46" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 47" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 48" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 49" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |
| Start-Up 50" | 2.0 | 2.0 | 2.0 | 1.0 | 1.0 | 1.0 |

* These times may be field adjusted. Do not adjust the Green and Extension times for phases 7 and 8.
 † These times may be field adjusted. Do not adjust the Green and Extension times for phases 7 and 8.
 ‡ These times may be field adjusted. Do not adjust the Green and Extension times for phases 7 and 8.

DOCUMENT PREPARED FOR THE CLIENT AND NOT FOR CONSTRUCTION

US 421/NC 87 (Sanford Bypass) and Sports Complex Signal System #1: D08-23_Sanford

Project No. 2024-01-001

Sheet No. 114-1.0

Scale: AS SHOWN

DATE: 11/20/24

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

DATE: 11/20/24

WSP

WSP CONSULTANTS

1000 West 12th Street, Suite 100
 Raleigh, NC 27601
 Phone: 919.978.0000
 Fax: 919.978.0001

NC Dept of Transportation
 Division of Highways

Signal Upgrade

Project No. 2024-01-001

Sheet No. 114-1.0

US 421/NC 87 (Sanford Bypass) and Sports Complex Signal System #1: D08-23_Sanford

Project No. 2024-01-001

Sheet No. 114-1.0

DATE: 11/20/24

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

APPROVED BY: [Signature]

SIGNAL HEAD HOOK-UP CHART

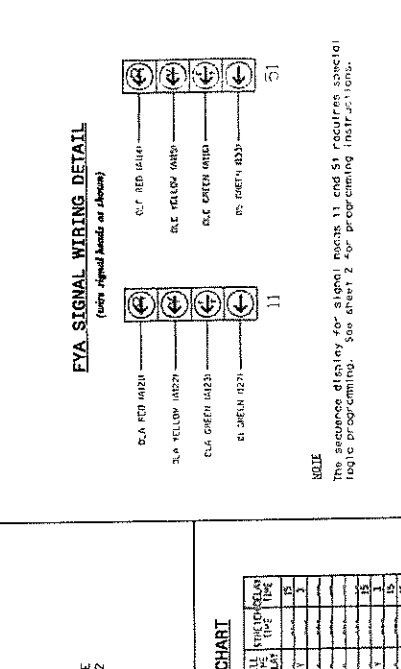
| NO. SIGNAL | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| PHASE | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| WIRING | 100 | 101 | 102 | 103 | 104 | 105 | 106 | 107 | 108 | 109 | 110 | 111 | 112 | 113 | 114 | 115 | 116 | 117 | 118 | 119 | 120 | 121 | 122 | 123 |

11 - Not Used
 * Donors install load resistor, see load resistor installation detail - this sheet.
 * See pictorial of head wiring in detail this sheet.

- ### NOTES
1. To prevent "back-siphon" problems, insert red loop program blocks for all unused variable load switches in the output file. The installer shall verify that signal heads flash in accordance with the Signal Plans.
 2. Ensure that Red Enclave is active at all times during normal operation. To prevent red loop, use of unused monitor channels 1, 2, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 per the cabinet manufacturer's instructions.
 3. Enable simultaneous run-out for all phases.
 4. Loop location.
 5. Program indexes 2 and 6 for Start-Up in Green.
 6. Program phases 2 and 6 for Yellow Flash, and overlap 1 for Red Overlap.
 7. If this signal will be managed by an ATMS software, enable controller and detector tagging for all detectors used at this location.
 8. The cabinet and controller are part of the US 421-8087 (Spartan Bsp) CLC Signal System at 100-2-23-Sanford.

EQUIPMENT INFORMATION

CONTROLLER.....2070
 CABINET.....532 W/ AUX
 SOFTWARE.....ECONUM IL 03515
 CABINET VOLUME.....BASE
 OUTPUT FILE POSITIONS.....18 WITH AUX, OUTPUT FILE LOAD SWITCHES USED.....51,52,53,54,55,56,59,512
 PHASES USED.....1,2,3,4,5,6
 OVERLAP "A".....1,2
 OVERLAP "B".....NOT USED
 OVERLAP "C".....5,6
 OVERLAP "D".....NOT USED



NOTE: The sequence display for signal heads 11 and 51 requires special logic programming. See sheet 2 for programming instructions.

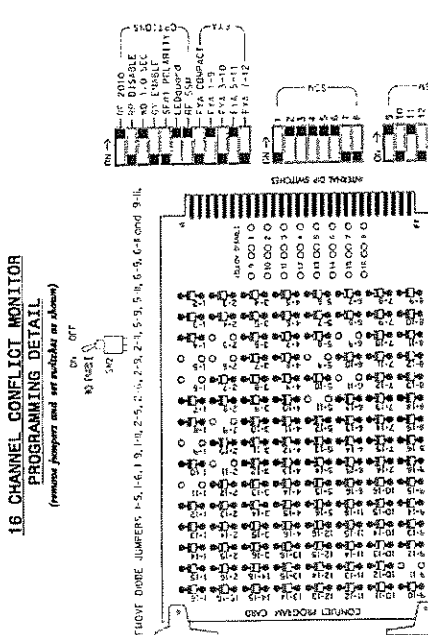
THIS ELECTRICAL DETAIL IS FOR THE SIGNAL DESIGN: 100-330000
 DESIGNED: November 2023
 REVISION: 02/02/2024
 REVISED: 10/24

NO DEPT. OF Transportation
 DIVISION OF Highways
 Final Drawing Date: 07/27/2024
 PER: [Signature]

US 421/NC 87 Bypass SB Ramp and Sports Complex

Project: [Signature]
 Design: [Signature]
 Checked: [Signature]
 Approved: [Signature]

Electrical Detail - Sheet 1 of 2
 Project No. 100-330000
 Date: 02/27/2024



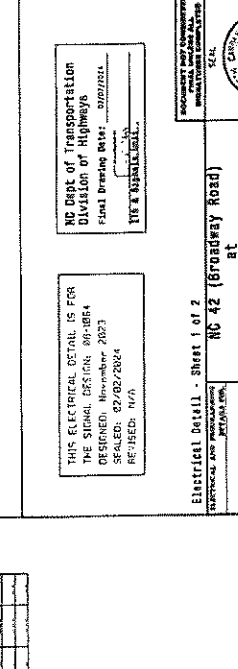
REMOVE JUMPERS AS SHOWN

NOTE: 1. Check for crossing with all load jumpers. In place. Remove if any jumper affects the channel. A run counter only.
 2. Make sure jumpers, SELF-SELS are present on the monitor board.

INPUT FILE CONNECTION & PROGRAMMING CHART

| LOOP NO. | LOOP TERMINAL NO. | PHASE | PHASE POSITION | DETECTOR NO. | DETECTOR NAME | CALL | ENTER | FILE | RELAY TYPE |
|----------|-------------------|-------|----------------|--------------|---------------|------|-------|------|------------|
| 1 | 101 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| 2 | 102 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| 3 | 103 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| 4 | 104 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 |
| 5 | 105 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| 6 | 106 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | 6 |
| 7 | 107 | 7 | 7 | 7 | 7 | 7 | 7 | 7 | 7 |
| 8 | 108 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 8 |
| 9 | 109 | 9 | 9 | 9 | 9 | 9 | 9 | 9 | 9 |
| 10 | 110 | 10 | 10 | 10 | 10 | 10 | 10 | 10 | 10 |
| 11 | 111 | 11 | 11 | 11 | 11 | 11 | 11 | 11 | 11 |
| 12 | 112 | 12 | 12 | 12 | 12 | 12 | 12 | 12 | 12 |
| 13 | 113 | 13 | 13 | 13 | 13 | 13 | 13 | 13 | 13 |
| 14 | 114 | 14 | 14 | 14 | 14 | 14 | 14 | 14 | 14 |
| 15 | 115 | 15 | 15 | 15 | 15 | 15 | 15 | 15 | 15 |
| 16 | 116 | 16 | 16 | 16 | 16 | 16 | 16 | 16 | 16 |
| 17 | 117 | 17 | 17 | 17 | 17 | 17 | 17 | 17 | 17 |
| 18 | 118 | 18 | 18 | 18 | 18 | 18 | 18 | 18 | 18 |
| 19 | 119 | 19 | 19 | 19 | 19 | 19 | 19 | 19 | 19 |
| 20 | 120 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 |
| 21 | 121 | 21 | 21 | 21 | 21 | 21 | 21 | 21 | 21 |
| 22 | 122 | 22 | 22 | 22 | 22 | 22 | 22 | 22 | 22 |
| 23 | 123 | 23 | 23 | 23 | 23 | 23 | 23 | 23 | 23 |
| 24 | 124 | 24 | 24 | 24 | 24 | 24 | 24 | 24 | 24 |

* Add jumper from 11-14 to 11-8, on rear of input file.
 * Add jumper from 11-8 to 11-8, on rear of input file.



SPECIAL DETECTOR NOTE

Install a video detection system for vehicle detection. Perform installation according to manufacturer's directions and MODUT engineer-approved mounting locations to accomplish the detection scheme shown on the Signal Design Plans.
 For detection zone 14, the equipment placement and start reserved for wind inputs are typical for a MERT installation.

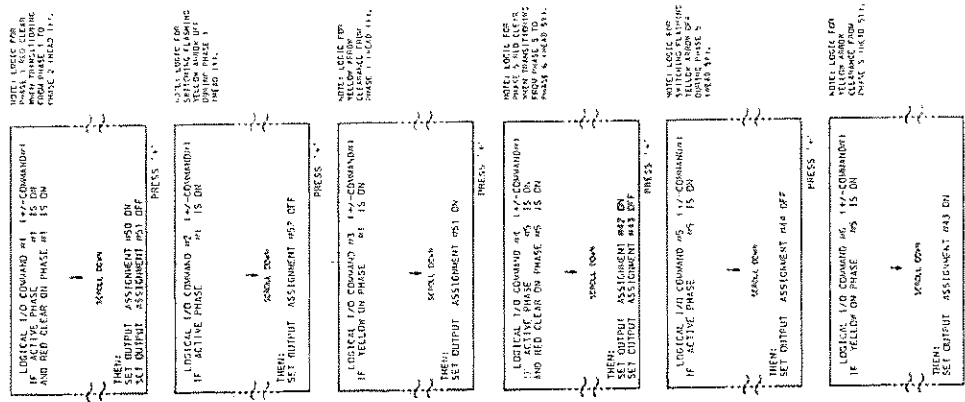
ACCEPTABLE VALUES
 MAXIMUM VOLTAGE: 120V AC
 MINIMUM CURRENT: 20A
 MAXIMUM WATTAGE: 2400W

**LOGICAL I/O PROCESSOR PROGRAMMING DETAIL
TO PRODUCE SPECIAL FYA-PPL SIGNAL SEQUENCE**

(Program controller as shown below)

1. FROM MAIN MENU: PRESS '2' PHASE CONTROL, THEN '1' PHASE CONTROL FUNCTIONS 1, SERIAL TO THE BOTTOM OF THE MENU AND ENABLE ACT LOGIC COMMANDS 1, 2, 3, 4, 5 AND 6.

2. FROM MAIN MENU PRESS '6' (OUTPUTS), THEN '3' LOGICAL I/O PROCESSOR.

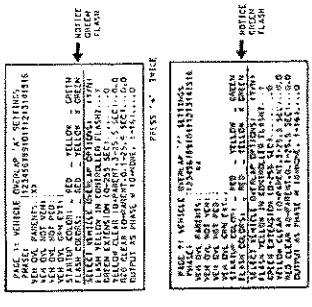


OUTPUT REFERENCE SCHEDULE
USE TO INTERPRET LOGIC PROCEEDURE

OUTPUT #2 = Overlap C Red
 OUTPUT #3 = Overlap C Yellow
 OUTPUT #4 = Overlap C Green
 OUTPUT #5 = Overlap A Red
 OUTPUT #6 = Overlap A Yellow
 OUTPUT #7 = Overlap A Green

OVERLAP PROGRAMMING DETAIL
(Program controller as shown below)

FROM MAIN MENU PRESS '6' OVERLAP, THEN '1' VEHICLE OVERLAP SETTINGS).



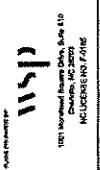
OVERLAP PROGRAMMING COMPLETE

THIS ELECTRICAL DETAIL IS FOR THE SIGNAL DESIGN: 80-1084
 DATE: 08/20/2023
 DESIGNED BY: J. J. JONES
 CHECKED BY: J. J. JONES
 REVISION: N/A

THIS ELECTRICAL DETAIL IS FOR THE SIGNAL DESIGN: 80-1084
 DATE: 08/20/2023
 DESIGNED BY: J. J. JONES
 CHECKED BY: J. J. JONES
 REVISION: N/A



Electrical Detail - Sheet 2 of 2
 US 421/NC 87 Bypass SB Ramp and Sports Complex
 PROJECT NO. 2023-000000
 SHEET NO. 1-2
 DATE: 08/20/2023
 DESIGNED BY: J. J. JONES
 CHECKED BY: J. J. JONES
 REVISION: N/A





PCO #006

Project: 50-0081 - Lee County Multi-Sports Complex
0 Broadway Rd.
Sanford, North Carolina 27330
Phone: 919-775-7882

Prime Contract Potential Change Order #006: Temporary Storm Piping

Table with contract details including TO: Lee County Government, FROM: Sanford Contractors Inc, PCO NUMBER/REVISION: 006 / 1, CONTRACT: 50-0081, REQUEST RECEIVED FROM: Matt Ambrose, STATUS: Pending - In Review, CREATED DATE: 2/2/2024, REFERENCE: None, FIELD CHANGE: No, LOCATION: None, ACCOUNTING METHOD: Amount Based, SCHEDULE IMPACT: 0 days, PAID IN FULL: No, EXECUTED: No, SIGNED CHANGE ORDER RECEIVED DATE: None, TOTAL AMOUNT: \$97,234.72

POTENTIAL CHANGE ORDER TITLE: Temporary Storm Piping

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

CE #008 - Temporary Storm Piping

To install temporary storm piping per the plan provided by McAdams

SCI believes we can reduce the needed temporary storm pipe by up to 20%. Pricing has been updated to reflect that.

ATTACHMENTS:

Lee County - Temporary Storm Install CO.pdf

Table with 4 columns: #, Budget Code, Description, Amount. Includes line items for labor and materials, OH&P on Self Perform, OH&P on Subcontractors, Bond, and Grand Total of \$97,234.72.

Kyle Mullens (The John R. McAdams Co., Inc.) Lee County Government
2905 Meridian Parkway
Durham, North Carolina 27713

Sanford Contractors Inc
367 Freedom Pkwy Ste 200
Pittsboro, North Carolina 27312

Kyle Mullens

Digitally signed by Kyle Mullens
DN: cn=Kyle Mullens, c=US, o=McAdams, ou=Construction Administrator, email=Mullens@mcadamsco.com
Date: 2024.03.07 08:34:50 -0500

3-7-24

Handwritten signature of Candace Jeman

Handwritten signature of Matt Ambrose dated 3/7/24

SIGNATURE

DATE

SIGNATURE

DATE

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act
Page 1 of 1

Candace Jeman
Finance Officer, Lee County

Printed On: 3/7/2024 07:20 AM



MCADAMS
 The John McAdams Company, Inc.
 822 Middleburg Street
 Raleigh, NC 27603
 Phone 919.361.5000
 Fax 919.361.2899
 Home number: 919.361.6187
 www.mcadams.com

CLIENT

STATE OF NORTH CAROLINA
 CITY OF RALEIGH
 500 S. FAYETTE STREET
 RALEIGH, NC 27603
 PHONE: 919.733.6623 EXT. 2300



**LEE COUNTY
 MULTI-SPORTS COMPLEX
 CONSTRUCTION DOCUMENTS**
 SANFORD, NORTH CAROLINA 27331



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------------|------------------------|
| 1 | 06.23.2014 | ISSUED FOR PERMITTING |
| 2 | 07.23.2014 | REVISED PER PERMITTING |
| 3 | 08.13.2014 | REVISED PER PERMITTING |

PLAN INFORMATION

| | |
|--------------|---------------------------------|
| PROJECT NO. | 1000000000 |
| PROJECT NAME | LEE COUNTY MULTI-SPORTS COMPLEX |
| CHECKED BY | LMG |
| DRAWN BY | DOJ |
| SCALE | 1"=40' |
| DATE | 06.23.2014 |

SHEET

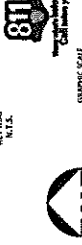
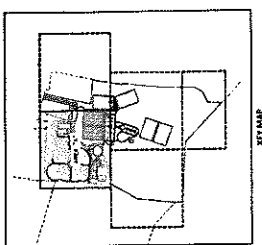
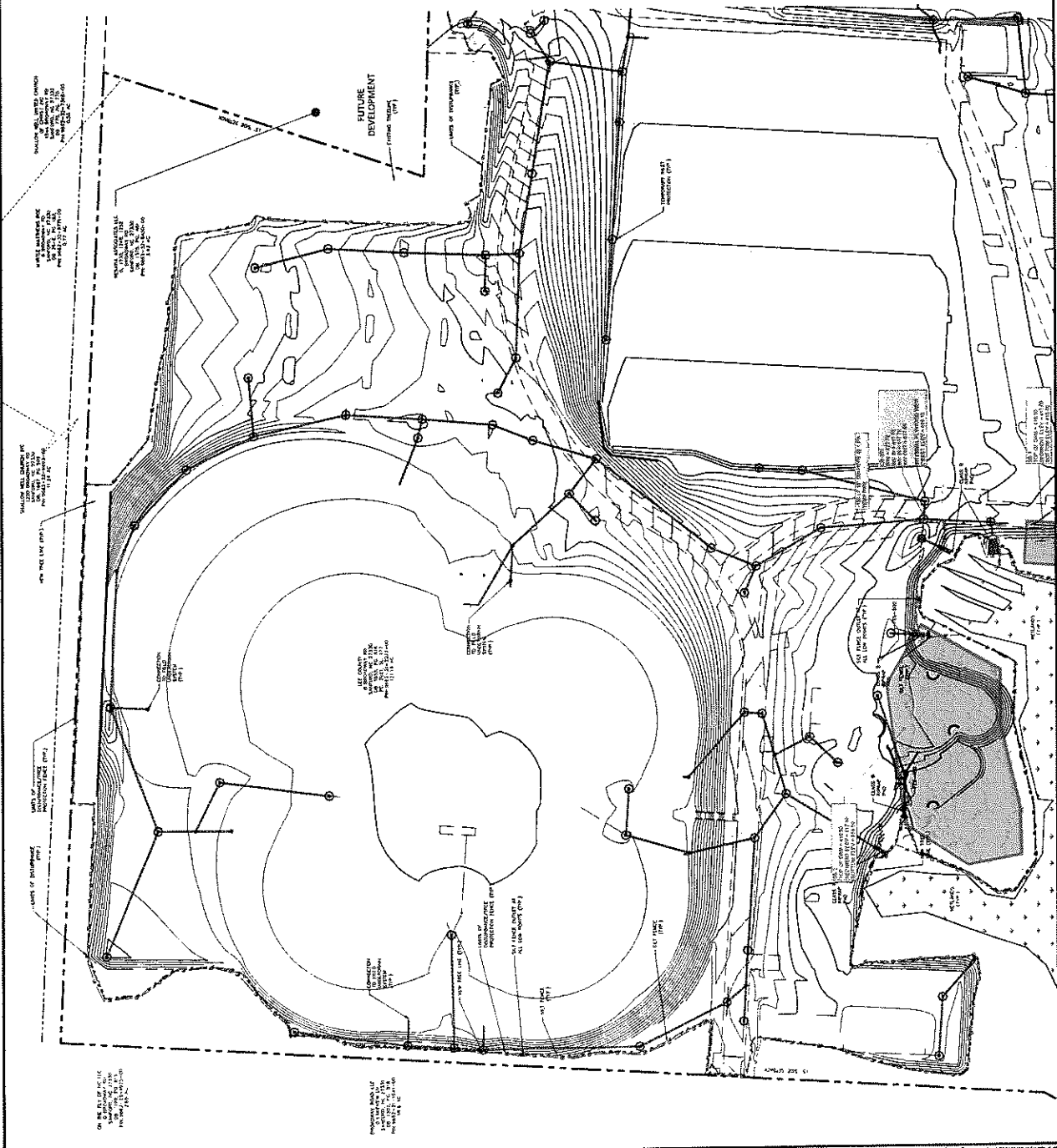
STAGE 2 EROSION CONTROL PLAN: AREA "A"

C6.08

EROSION CONTROL LEGEND

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SEE SHEETS C6-20 THRU C6-25 FOR
 ALL EROSION CONTROL DETAILS
 DISTURBED AREA - 60 A.C.



DATE: 06.23.2014
 DRAWN BY: DOJ
 CHECKED BY: LMG
 PROJECT NO.: 1000000000

PROPOSED WORK: EROSION CONTROL
 SHEET: C6.08
 PROJECT: LEE COUNTY MULTI-SPORTS COMPLEX
 LOCATION: SANFORD, NC



PCO #007

Project: 50-0081 - Lee County Multi-Sports Complex
 0 Broadway Rd.
 Sanford, North Carolina 27330
 Phone: 919-775-7882

Prime Contract Potential Change Order #007: NCDOT Paving (8" ABC)

| | | | |
|-------------------------------|-----------------------|---|--|
| TO: | Lee County Government | FROM: | Sanford Contractors Inc 367 Freedom Pkwy Ste 200 Pittsboro, North Carolina 27312 |
| PCO NUMBER/REVISION: | 007 / 0 | CONTRACT: | 50-0081 - Lee Co Multi-Sports Complex |
| REQUEST RECEIVED FROM: | | CREATED BY: | Drake Howard (Sanford Contractors Inc) |
| STATUS: | Pending - In Review | CREATED DATE: | 2/8/2024 |
| REFERENCE: | | PRIME CONTRACT CHANGE ORDER: | None |
| FIELD CHANGE: | No | ACCOUNTING METHOD: | Amount Based |
| LOCATION: | | PAID IN FULL: | No |
| SCHEDULE IMPACT: | | SIGNED CHANGE ORDER RECEIVED DATE: | |
| EXECUTED: | No | TOTAL AMOUNT: | \$51,894.81 |

POTENTIAL CHANGE ORDER TITLE: NCDOT Paving (8" ABC)

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
 NCDOT Paving Roundabout to Hwy 42 (8" ABC)
 8" of ABC in lieu of 4" asphalt base course.

This is contingent on McAdams and NCDOT approval for this variance.

ATTACHMENTS:

[LCMSC - CE009 - Roundabout Paving Revision.pdf](#)

| # | Budget Code | Description | Amount |
|--|------------------------------------|---------------------------|--------------------|
| 1 | 31--2200..L SCI Sitework.Labor | Original Design Labor | \$(8,660.00) |
| 2 | 31--2200..E SCI Sitework.Equipment | Original Design Materials | \$(60,195.00) |
| 3 | 31--2200..L SCI Sitework.Labor | 8" ABC Design Labor | \$18,006.00 |
| 4 | 31--2200..E SCI Sitework.Equipment | 8" ABC Design Materials | \$97,559.00 |
| Subtotal: | | | \$46,710.00 |
| OH&P on Self Perform (10.00% Applies to Labor, Materials, Equipment, Labor Burden, Overhead, Other, Temporary Labor, and Equip Rental/Repairs.): | | | \$4,671.00 |
| OH&P on Subcontractors (5.00% Applies to Subcontractors.): | | | \$0.00 |
| Bond (1.00% Applies to all line item types.): | | | \$513.81 |
| Grand Total: | | | \$51,894.81 |

Kyle Mullens (The John R. McAdams Co., Inc.)
 2905 Meridian Parkway
 Durham, North Carolina 27713

Lee County Government

Sanford Contractors Inc

367 Freedom Pkwy Ste 200
 Pittsboro, North Carolina 27312

Kyle Mullens

Digitally signed by Kyle Mullens
 DN: cn=Kyle Mullens, c=US,
 o=McAdams, ou=Construction
 Administrator,
 email=k.mullens@mcadamsco.com
 Date: 2024.03.07 08:35:31 -0500

3-7-24
 SIGNATURE DATE

[Handwritten Signature]
 SIGNATURE DATE

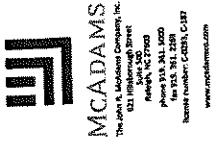
DocuSigned by:

Rob Brisley
 74A7D411DDCB4FC

2/9/2024
 SIGNATURE DATE

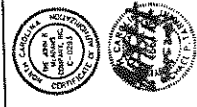
This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act

[Handwritten Signature]
 Finance Officer, Lee County



CLIENT:
 LEE COUNTY GOVERNMENT
 ATTN: RYAN PAULS
 505 SOUTH HART ST.
 SANFORD, NORTH CAROLINA 27335
 PHONE: 919.724.4422 X580

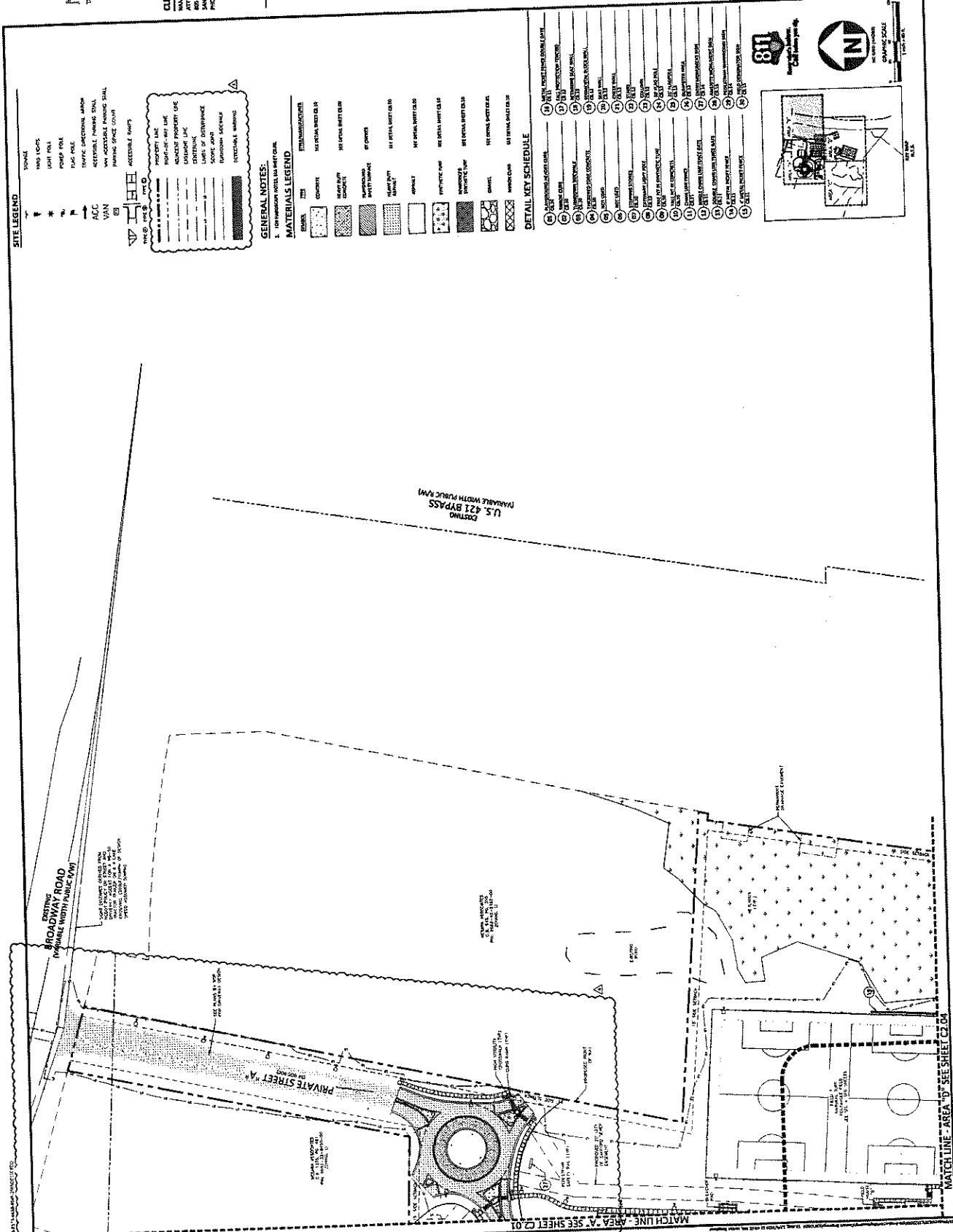
LEE COUNTY MULTI-SPORTS COMPLEX CONSTRUCTION DOCUMENTS SANFORD, NORTH CAROLINA 27331



REVISIONS
 1. REVISED PER COMMENTS FROM ARCHITECT
 2. REVISED PER COMMENTS FROM ARCHITECT
 3. REVISED PER COMMENTS FROM ARCHITECT

PLAN INFORMATION
 PROJECT NO: 0222008
 CLIENT: LEE COUNTY
 DATE: 08/12/2023
 SCALE: 1"=40'
 SHEET: C2.02

AREA "A" SITE PLAN C2.02 SHEET



MATCH LINE - AREA "A" SEE SHEET C2.01
 MATCH LINE - AREA "B" SEE SHEET C2.04
 U.S. 421 BYPASS (TRAVEL WITH PUBLIC R/W)
 BROADWAY ROAD (TRAVEL WITH PUBLIC R/W)
 PRIVATE STREET "A"
 ...



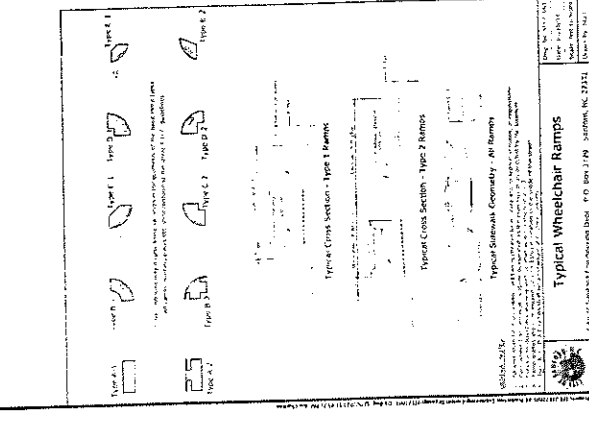
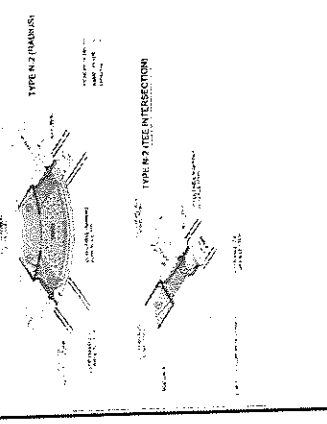
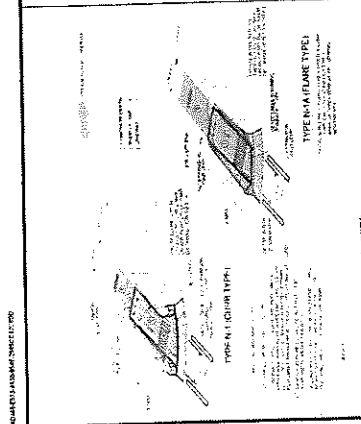
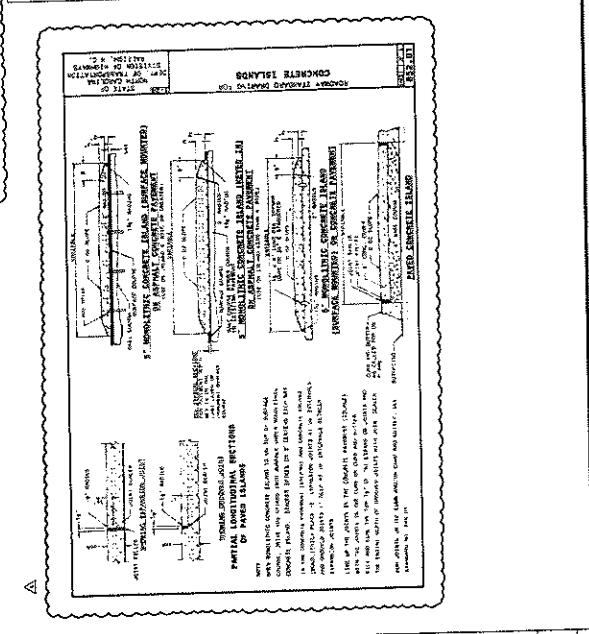
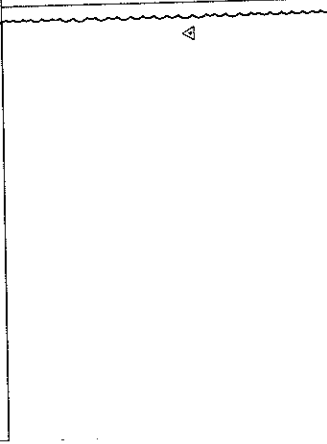
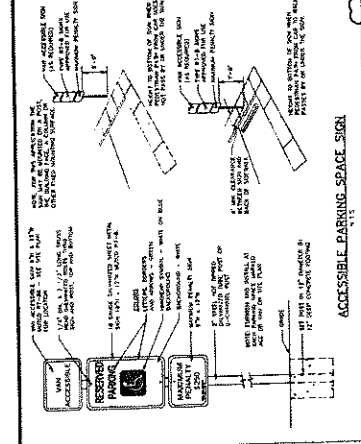
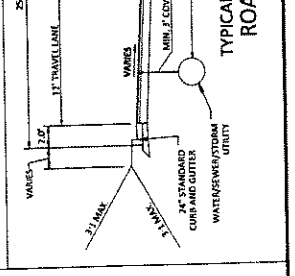
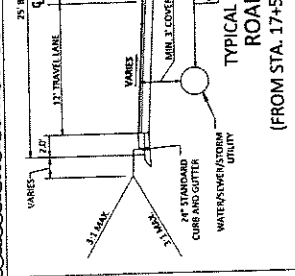
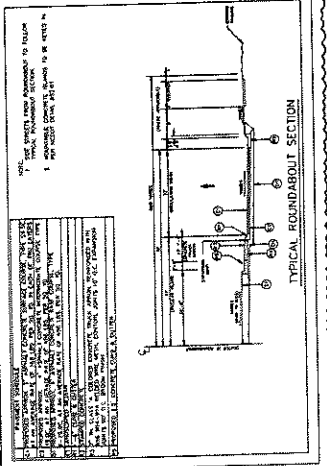
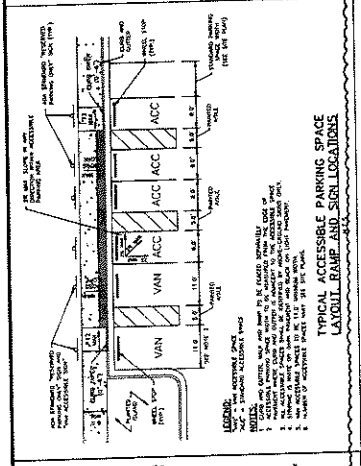
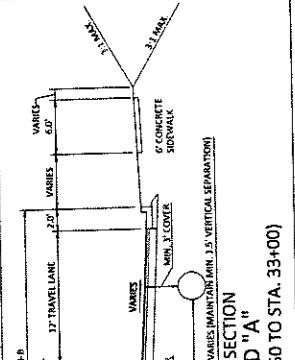
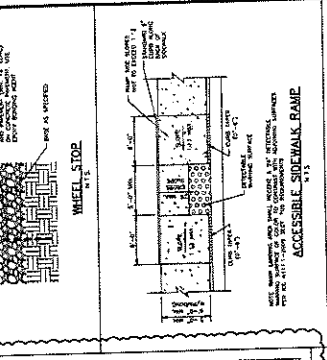
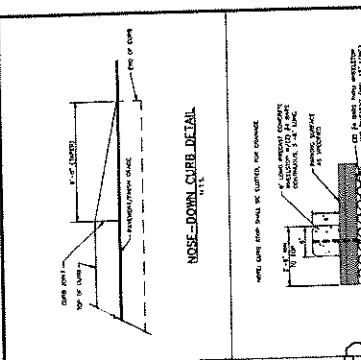
REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|-------------------|
| 1 | 11/14/11 | ISSUED FOR PERMIT |
| 2 | 11/14/11 | ISSUED FOR PERMIT |
| 3 | 11/14/11 | ISSUED FOR PERMIT |

PLAN INFORMATION

| | |
|-------------|-------------|
| PROJECT NO. | 111-2009-05 |
| DESIGNED BY | DMO |
| DRAWN BY | DOT |
| SCALE | AS SHOWN |
| DATE | 05.27.2011 |

SHEET
SITE DETAILS
C8.01





PCO #008

Project: 50-0081 - Lee County Multi-Sports Complex
0 Broadway Rd.
Sanford, North Carolina 27330
Phone: 919-775-7882

Prime Contract Potential Change Order #008: Added Storm Structure & Pipe for Field 7 Low Spot

Table with contract details including TO: Lee County Government, FROM: Sanford Contractors Inc, PCO NUMBER/REVISION: 008 / 0, CONTRACT: 50-0081, REQUEST RECEIVED FROM, CREATED BY: Drake Howard, STATUS: Pending - In Review, CREATED DATE: 2/12/2024, REFERENCE, PRIME CONTRACT CHANGE ORDER: None, FIELD CHANGE: No, LOCATION: Field 7, ACCOUNTING METHOD: Amount Based, SCHEDULE IMPACT, PAID IN FULL: No, EXECUTED: No, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT: \$9,054.65

POTENTIAL CHANGE ORDER TITLE: Added Storm Structure & Pipe for Field 7 Low Spot

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Added Storm Structure & Pipe for Field 7 Low Spot

During the McAdams site walk on 2/06/24 we identified a low spot on the plan north side of field 7. As it currently stands, water will collect here and on the adjacent property after any substantial rainfall. We recommend adding an additional inlet at the indicated location and routing this water to the storm system that will already be in place around field 7.

ATTACHMENTS:

LCMSC - Added Box & Pipe.png , 2024-02-06 4 Field Report LEE-22003.pdf

Table with 4 columns: #, Budget Code, Description, Amount. Rows include: 1 31-2200..L SCI Sitework.Labor Added Structure Labor \$3,150.00; 2 31-2200..M SCI Sitework.Materials Added Structure Material \$5,000.00; Subtotal: \$8,150.00; OH&P on Self Perform (10.00% Applies to Labor, Materials, Equipment, Labor Burden, Overhead, Other, Temporary Labor, and Equip Rental/Repairs.): \$815.00; OH&P on Subcontractors (5.00% Applies to Subcontractors.): \$0.00; Bond (1.00% Applies to all line item types.): \$89.65; Grand Total: \$9,054.65

Kyle Mullens (The John R. McAdams Co., Inc.)
2905 Meridian Parkway
Durham , North Carolina 27713

Lee County Government

Sanford Contractors Inc

367 Freedom Pkwy Ste 200
Pittsboro, North Carolina 27312

Kyle Mullens

Digitally signed by Kyle Mullens
DN: cn=Kyle Mullens, c=US,
o=McAdams, ou=Construction
Administrator,
email=Mullens@mcadamsco.com
Date: 2024.03.07 08:36:08 -0500

3-7-24

Handwritten signature and date: 18 March 24

Handwritten signature and date: 3/7/24

SIGNATURE DATE SIGNATURE DATE

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

Handwritten signature: Candace Helman
Finance Officer, Lee County

Date: 02/06/2024

Job #: LEE-22003

To: Brandon Key

Project: LCMSC

Location: Sanford

Contractor: Sanford Contractors

Owner: Lee County

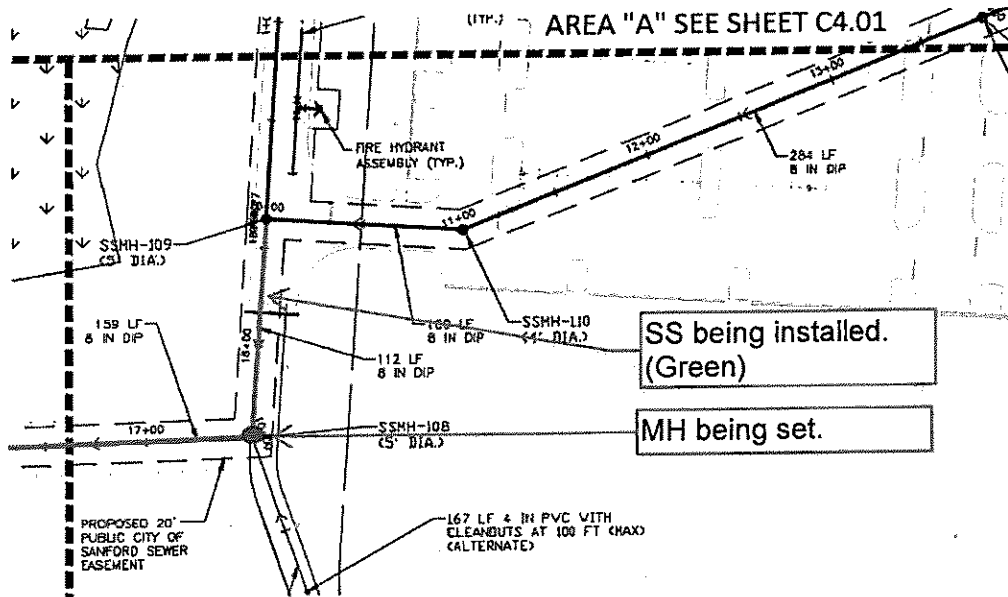
Weather: Overcast

Present at Site: Sanford - McAdams

Temp: 50 Degrees (AM) 10:00 AM (PM)

The following was noted:

- Sewer line is installed from the outfall into the site.
- First 5 fields are close to finish grade. *SEVEN*
- Reviewed low area onsite near field five. Reviewing potential solutions such as a small inlet drain.
- EC has been inspected and working as design intended.
- Site is heavily saturated but good workable condition due to the site preparations.



Copy to: _____

Signature: *[Signature]*

Kyle Mullens - Construction Administrator

Date: 03/04/2024

Job #: LEE-22003

To: Brandon Key

Project: LCMSC

Location: Sanford

Contractor: Sanford Contractors

Owner: Lee County

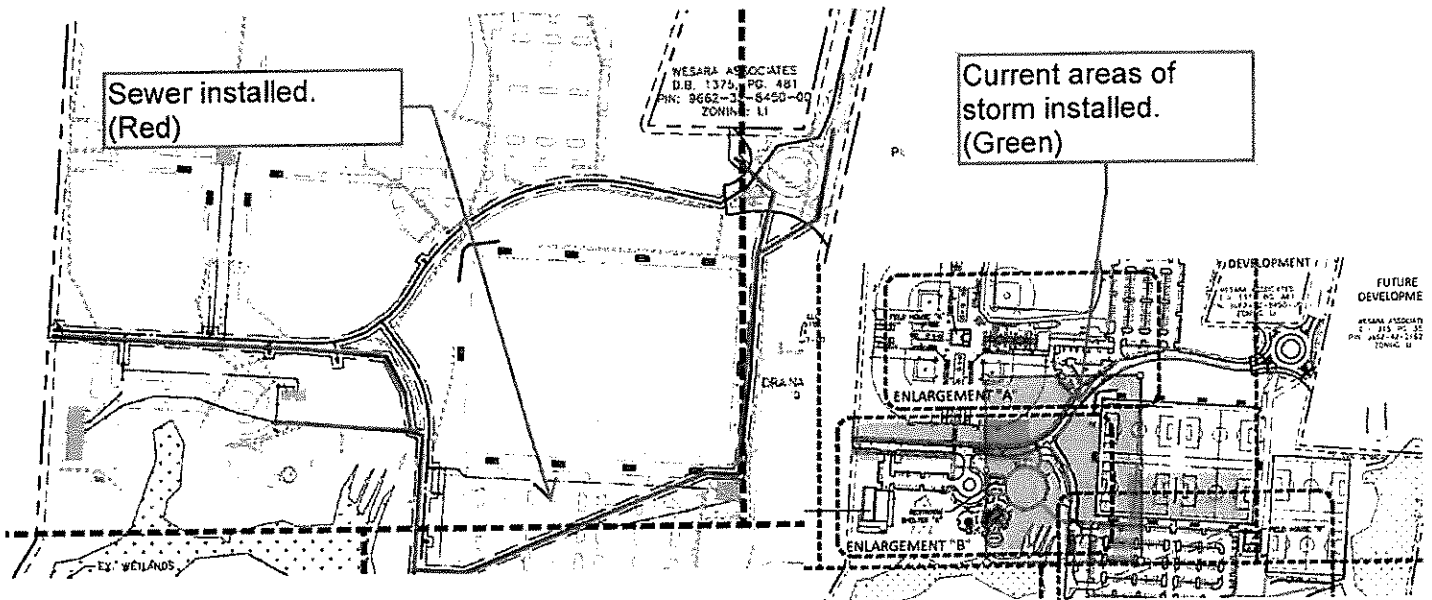
Weather: Clear

Present at Site: _____

Temp: 50 Degrees (AM) 11:00 AM (PM)

The following was noted:

- Sewer line is near completion. Lines have been installed from the outfall up to the entrance.
- Majority of the cut grading has been completed in the center of the site.
- Lower fields are mass graded.
- EC has been inspected and working as design intended.
- Storm installation continues north towards center of site.
- Site is heavily saturated but conditions are still workable.



Copy to: _____

Signature: _____

PHOTOS (9)



South - Lower field - Swell needed to divert water



South facing - EC in good condition.



East facing - Detention ponds in good condition.



Soil piles stabilized onsite.

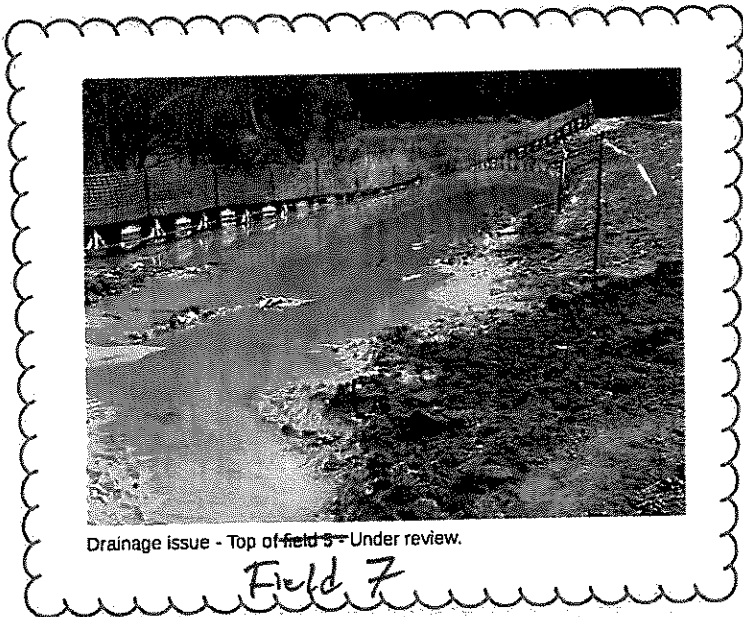
Lee-22003 Lee County Multi-Sport Complex



HDPE store onsite.



Example: Storm being installed.



Drainage issue - Top of field 7 - Under review.

Field 7



Example - Storm installed.



PCO #009

Project: 50-0081 - Lee County Multi-Sports Complex
0 Broadway Rd.
Sanford, North Carolina 27330
Phone: 919-775-7882

Prime Contract Potential Change Order #009: Bulletin 2 Drawing Revision

Table with contract details including TO: Lee County Government, FROM: Sanford Contractors Inc, PCO NUMBER/REVISION: 009 / 0, CONTRACT: 50-0081, REQUEST RECEIVED FROM, CREATED BY: Drake Howard, STATUS: Pending - In Review, CREATED DATE: 2/26/2024, REFERENCE, PRIME CONTRACT CHANGE ORDER: None, FIELD CHANGE: No, LOCATION, ACCOUNTING METHOD: Amount Based, SCHEDULE IMPACT, PAID IN FULL: No, EXECUTED: No, SIGNED CHANGE ORDER RECEIVED DATE, TOTAL AMOUNT: \$16,898.31

POTENTIAL CHANGE ORDER TITLE: Bulletin 2 Drawing Revision

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)

Bulletin 2 Drawing Revision

Grading revision based on RFI 36 and other areas of concern identified by Sanford Site division.

ATTACHMENTS:

LEE22003 BLT 002 20240124.pdf , Overlay Grading Sheets - Bulletin 2.pdf , COR 04 - LCMSC Storm Revisions Bulletin 2.pdf

Table with 4 columns: #, Budget Code, Description, Amount. Rows include Bulletin #2 Labor (\$5,065.00), Bulletin #2 Material (\$6,815.00), Bulletin #2 Equipment (\$3,330.00), Subtotal (\$15,210.00), OH&P on Self Perform (\$1,521.00), OH&P on Subcontractors (\$0.00), Bond (\$167.31), Grand Total (\$16,898.31)

Kyle Mullens (The John R. McAdams Co., Inc.)
2905 Meridian Parkway
Durham, North Carolina 27713

Lee County Government

Sanford Contractors Inc

367 Freedom Pkwy Ste 200
Pittsboro, North Carolina 27312

Kyle Mullens

Digitally signed by Kyle Mullens
DN: cn=Kyle Mullens, c=US,
o=McAdams, ou=Construction
Administrator,
email=Mullens@mcadamsco.com
Date: 2024.03.07 08:43:23 -0500

3-7-24

SIGNATURE

DATE

SIGNATURE

DATE

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

Candace Deeman

Finance Officer, Lee County



RFI #36: 12.15.23 Grading Revision Clarification

Status Open

To Eric Domanell (The John R. McAdams Co., Inc.)
 (Response Required)
 Kyle Mullens (The John R. McAdams Co., Inc.)

From Drake Howard (Sanford Contractors Inc)
 367 Freedom Parkway
 Ste 200
 Pittsboro, North Carolina 27312

Date Initiated Dec 20, 2023

Due Date Jan 3, 2024

Location

Project Stage

Cost Impact

Schedule Impact

Spec Section

Cost Code

Drawing Number C3.10

Reference

Linked Drawings [C3.10](#), [C3.06](#)

Received From Mike Goldberg (Sanford Contractors Inc)

Copies To Matt Ambrose (Sanford Contractors Inc), Ryan Edmonds (Sanford Contractors Inc), Drake Howard (Sanford Contractors Inc), Josh Nelson (Sanford Contractors Inc)

Activity

Question **Question from Drake Howard Sanford Contractors Inc on Wednesday, Dec 20, 2023 at 10:48 AM EST**
 Eric,

After reviewing your most recent grading revision, all open RFIs appear to be adequately answered and function as intended. We do however, have two items we need clarified before proceeding.

1. On sheet C3.10 it appears FES-1400 has been changed to a Head wall and Headwall 1500 has been changed to FES-1500. Was this change intentional for these structures? Further more on several of the drainage sheets, such as on C3.06 with FES-1304, the legend shows it as a head wall instead of a flared end and vise versa for a few other structures. Please clarify the intent for these outlet structures.
2. This revision is marked as being updated on 12/15/23 but is still marked as the Bulletin 001 Revision dated 12/05/23 with the plan date still showing 6/23/23. If we are to build off these sheets can we please have it issued as a Revision 6 with an updated date so we can adequately track the revision history in Procore. This will allow us to keep it separate from the Bulletin 001 sheets in case of cost impact.

Attachments
 LEE22003 Grading Updates (2).pdf

Awaiting an Official Response



MCADAMS
 THE HART & HART GROUP, INC.
 10000 W. BROADWAY ROAD
 SUITE 200
 SANFORD, NORTH CAROLINA 27331
 PHONE 703.341.4000
 FAX 703.341.2999
 WWW.MCADAMS.COM

CLIENT

LEE COUNTY GOVERNANCE
 ATTN: ADA FALLS
 555 SOUTH WYNETT
 SANFORD, NORTH CAROLINA 27331
 PHONE 703.341.4240



**LEE COUNTY
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 SANFORD, NORTH CAROLINA 27331**



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|--------------------|
| 1 | 08/17/11 | ISSUED FOR PERMITS |
| 2 | 08/17/11 | ISSUED FOR PERMITS |
| 3 | 08/17/11 | ISSUED FOR PERMITS |
| 4 | 08/17/11 | ISSUED FOR PERMITS |
| 5 | 08/17/11 | ISSUED FOR PERMITS |

PLAN INFORMATION

PROJECT NO. 11110001
 DRAWING NO. 11110001-021
 DATE 08/17/11
 SCALE 1"=30'
 SHEET 08 OF 10

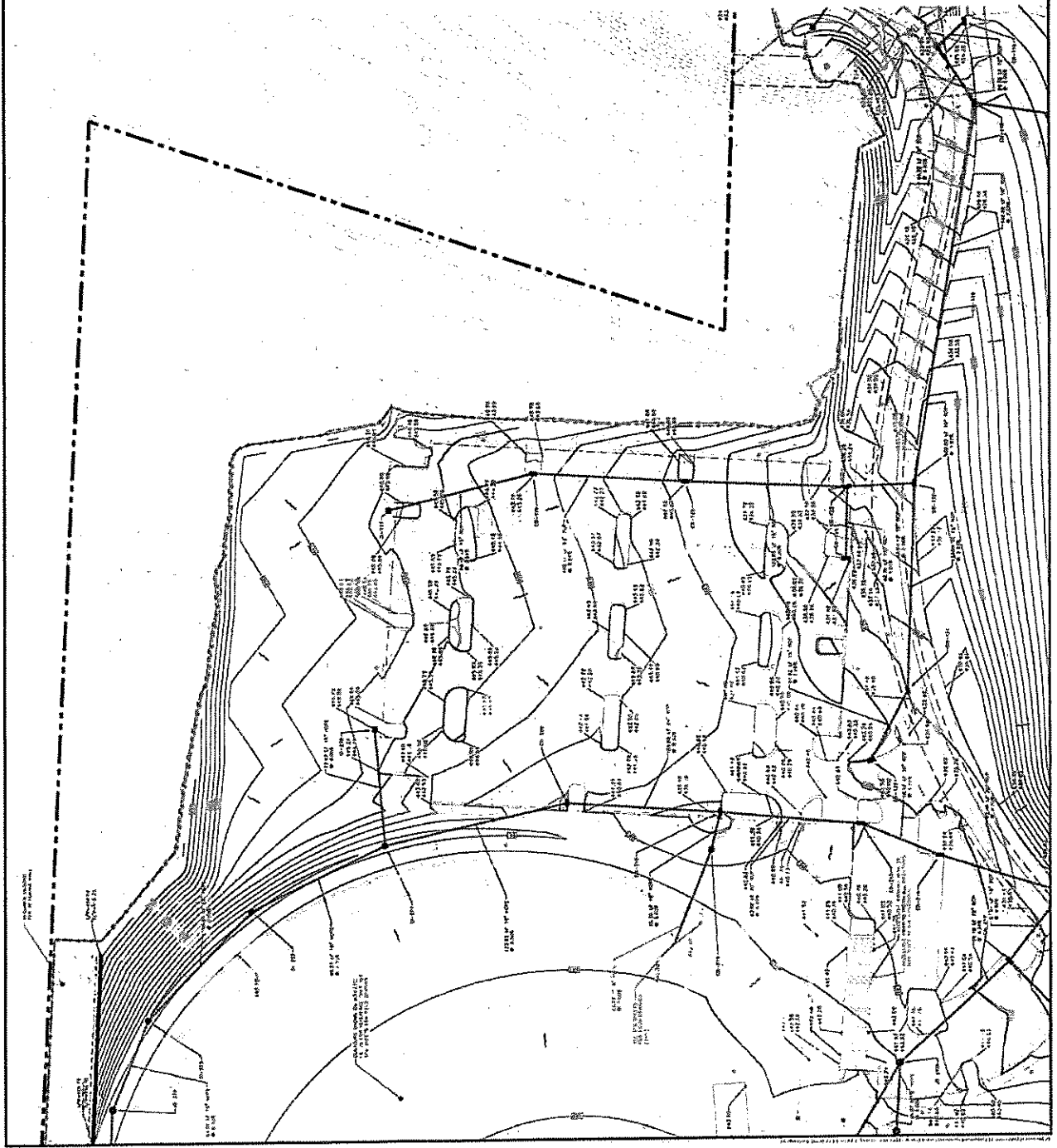
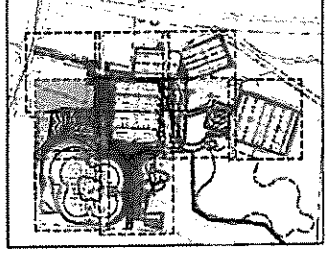
**AREA "B" GRADING
 AND DRAINAGE PLAN
 SHEET C3.02**

GRADING LEGEND

| SYMBOL | DESCRIPTION |
|----------|-------------------------------|
| (Symbol) | EXISTING GRADE |
| (Symbol) | PROPOSED GRADE |
| (Symbol) | PROPOSED GRADE WITH 1% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 2% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 3% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 4% SLOPE |
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| (Symbol) | PROPOSED GRADE WITH 16% SLOPE |
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| (Symbol) | PROPOSED GRADE WITH 27% SLOPE |
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| (Symbol) | PROPOSED GRADE WITH 29% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 30% SLOPE |

GENERAL NOTES

- SEE GRADING AND DRAINAGE NOTES ON C3.00
- SEE PERMITS FOR FIELD FINISHES





MCADAMS
 PROFESSIONAL ENGINEERING
 1111 Broadwood Street
 Suite 200
 Sanford, NC 27331
 Phone 919 341 3000
 Fax 919 341 3188
 General Building: C097FL C187
 www.mcadams.com

CLIENT

LEE COUNTY GOVERNMENT
 ATTN: WYNIFADE
 3000 STATE ROAD 1730
 SANFORD, NC 27331
 PHONE: 919 341 3434



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 SANFORD, NORTH CAROLINA 27331**



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|--------------------|
| 1 | 04/14/14 | ISSUED FOR PERMITS |
| 2 | 04/14/14 | ISSUED FOR PERMITS |
| 3 | 04/14/14 | ISSUED FOR PERMITS |

PLAN INFORMATION

| | |
|-------------|----------|
| PROJECT NO. | 141000 |
| DATE | 04/14/14 |
| DRAWN BY | CSJ |
| CHECKED BY | CSJ |
| SCALE | 1" = 40' |
| SHEET | 06 OF 04 |

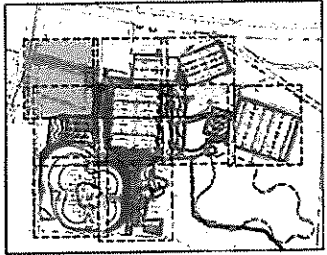
**AREA 'C' GRADING
 AND DRAINAGE PLAN
 C3.03**

GRADING LEGEND

| SYMBOL | DESCRIPTION |
|----------|--------------------------------|
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| (Symbol) | PROPOSED GRADE |
| (Symbol) | PROPOSED GRADE WITH 2% SLOPE |
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| (Symbol) | PROPOSED GRADE WITH 65% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 70% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 75% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 80% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 85% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 90% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 95% SLOPE |
| (Symbol) | PROPOSED GRADE WITH 100% SLOPE |

GENERAL NOTES

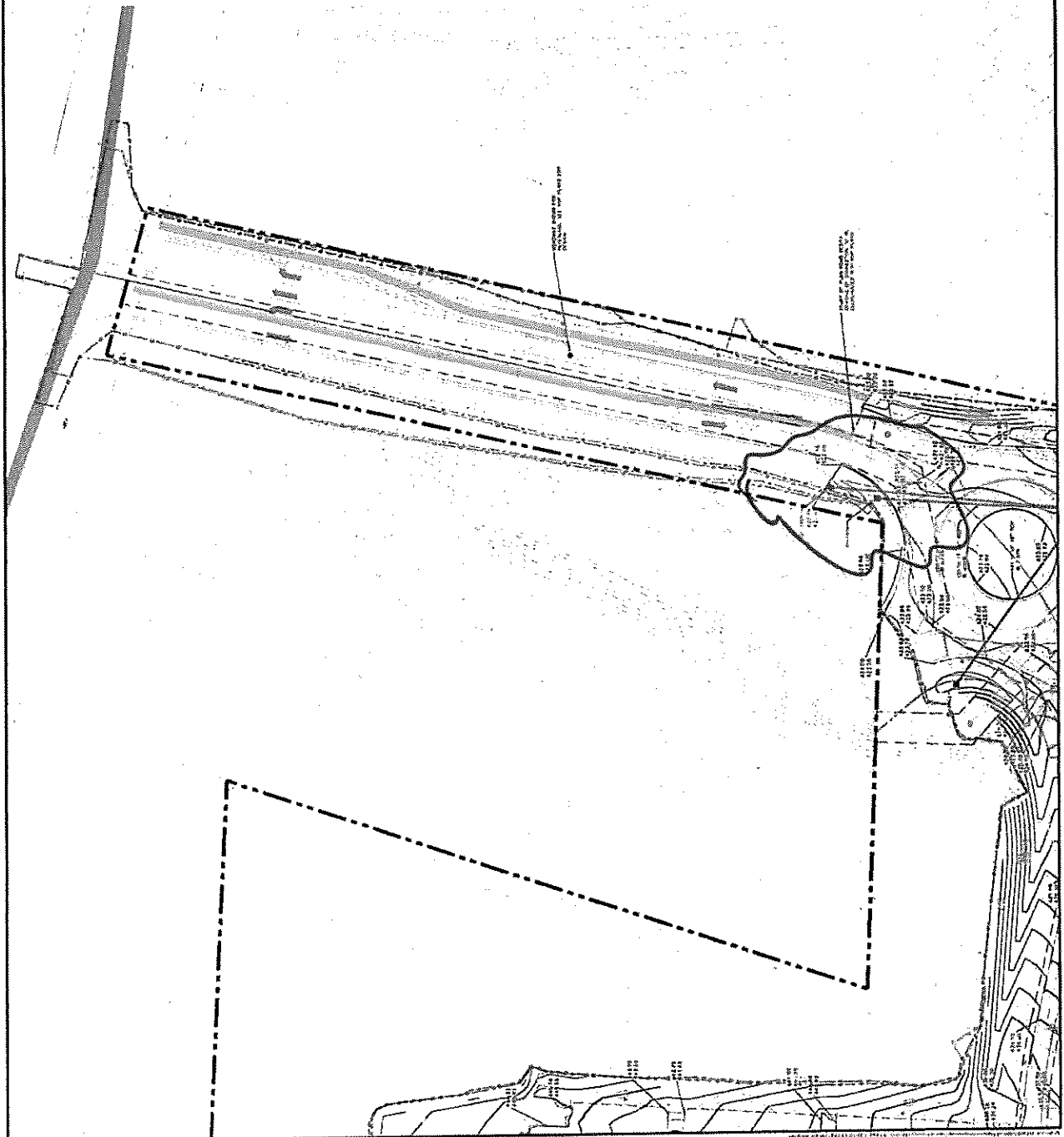
- 1. SEE GRADING AND DRAINAGE PLAN C3.02 TO 03
- 2. SEE PLAN FOR FLOOD DAMAGE



811
 Call Before You Dig
 1-800-4-A-DAWG

N
 NORTH

DATE: 04/14/14
 SCALE: 1" = 40'





MCA DAMS
 The John A. McClure Company, Inc.
 4315 Independence Street
 Raleigh, NC 27609
 Phone: 919.991.5000
 Fax: 919.991.5000
 Email: info@mca-dams.com

CLIENT
 FAYAT LEE COUNTY GOVERNMENT
 201 SOUTH HENRY ST.
 SANFORD, NORTH CAROLINA 27330
 PHONE: 703.743.1010



**LEE COUNTY
 MULTI-SPORTS COMPLEX
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 0 BROADWAY ROAD
 SANFORD, NORTH CAROLINA 27331**



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------------|-------------------|
| 1 | 11/11/2003 | ISSUE FOR PERMITS |
| 2 | 11/11/2003 | ISSUE FOR PERMITS |
| 3 | 11/11/2003 | ISSUE FOR PERMITS |
| 4 | 11/11/2003 | ISSUE FOR PERMITS |
| 5 | 11/11/2003 | ISSUE FOR PERMITS |

PLAN INFORMATION

PROJECT NO: 03172003
 DRAWING NO: 03172003-02
 DATE: 11/11/2003
 SCALE: 1" = 30'

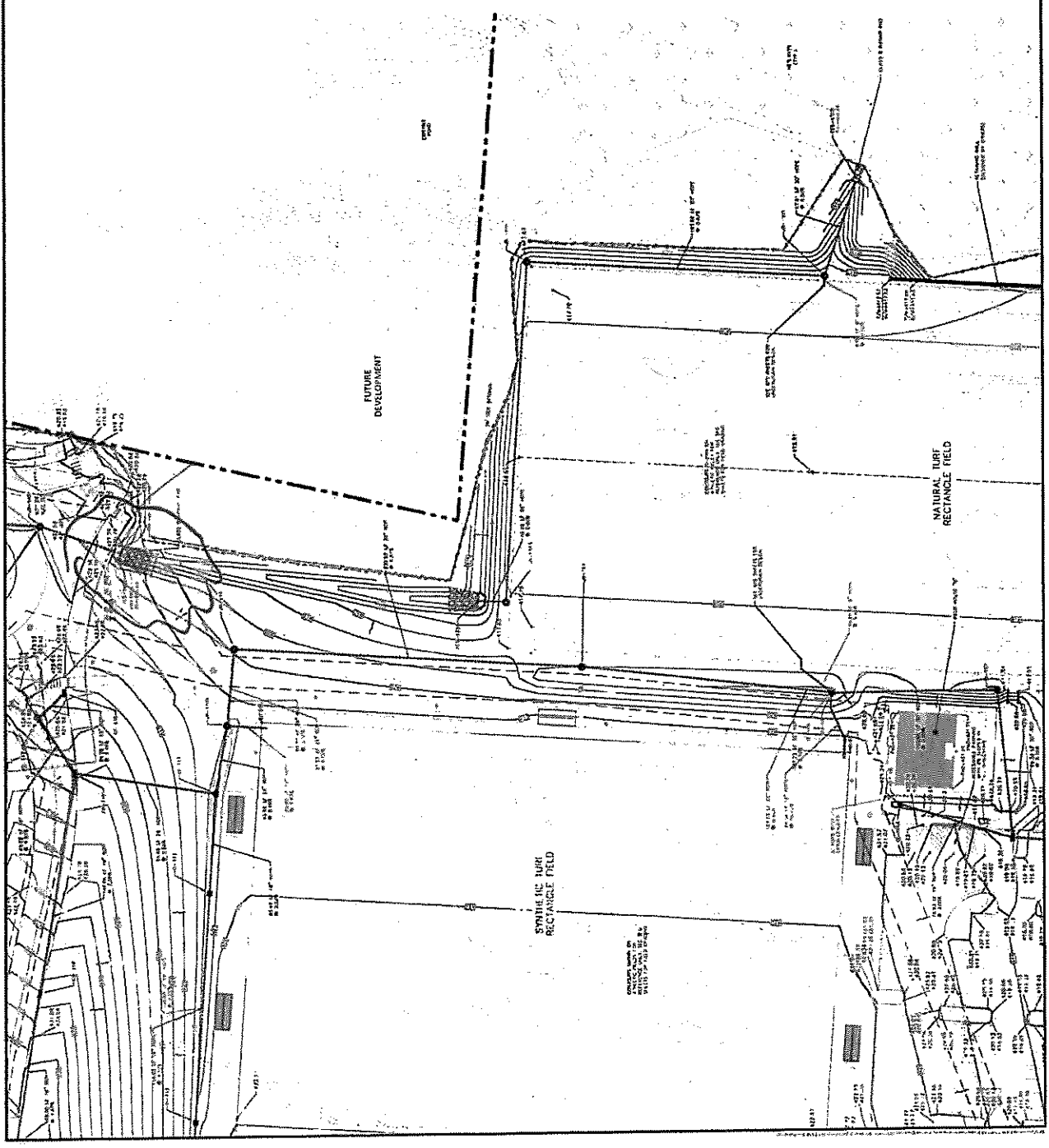
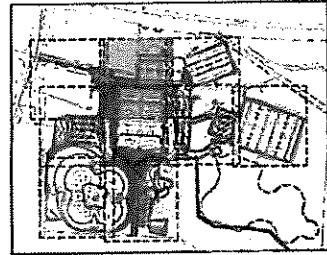
**AREA 1" GRADING
 AND DRAINAGE PLAN
 C3.06**

GRADING LEGEND

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| --- | EXISTING GRADE |
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| --- | PROPOSED GRADE WITH 93% SLOPE |
| --- | PROPOSED GRADE WITH 94% SLOPE |
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| --- | PROPOSED GRADE WITH 99% SLOPE |
| --- | PROPOSED GRADE WITH 100% SLOPE |

GENERAL NOTES

- SEE GRADING AND DRAINAGE NOTES ON C3.00
- SEE THE FOUNDATION DRAINAGE



811
 Call Before You Dig

N
 NORTH

GRAPHIC SCALE
 1" = 30'



MCADAMS
 The John A. McAdam Company, Inc.
 4210 Popplewood Street
 Raleigh, NC 27613
 Phone 919 861 5000
 Fax 919 861 5001
 Email: info@mcadam.com

CLIENT
 LEE COUNTY GOVERNMENT
 205 SOUTH FERRY LANE
 SANFORD, NORTH CAROLINA 27335
 PHONE 1-813-1023-1330



**LEE COUNTY
 MULTI-SPORTS COMPLEX
 CONSTRUCTION DOCUMENTS
 0 BROADWAY ROAD
 SANFORD, NORTH CAROLINA 27331**



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|----------|----------------|
| 1 | 01/13/11 | FOR PERMITTING |
| 2 | 01/13/11 | FOR PERMITTING |
| 3 | 01/13/11 | FOR PERMITTING |
| 4 | 01/13/11 | FOR PERMITTING |

PLAN INFORMATION

PROJECT NO: 111270001
 RELEASE: 07/13/11
 DRAWN BY: ECU
 CHECKED BY: GCF
 DATE: 07/13/11

SHEET
 AREA "G" GRADING
 AND DRAINAGE PLAN
C3.07

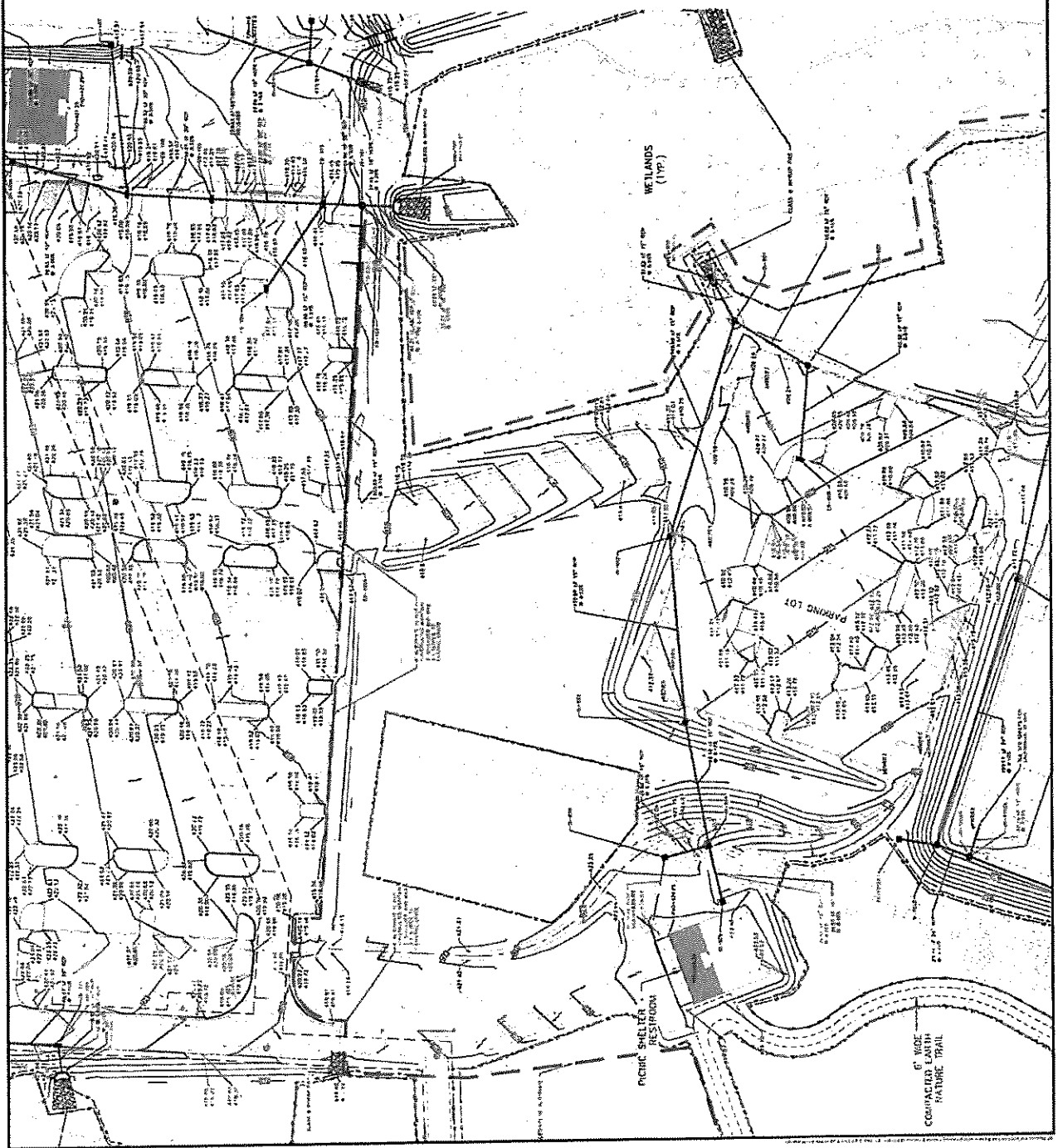
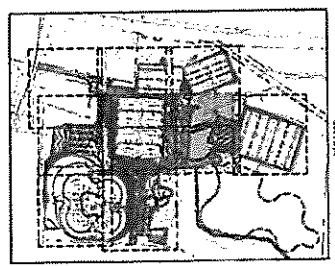
GRADING LEGEND

| | | |
|-----|-------|--------------------------|
| --- | 1:00 | STAIRS / VERTICAL CURVES |
| --- | 2:00 | ROADS / SIDEWALKS |
| --- | 3:00 | PAVEMENT |
| --- | 4:00 | GRAVEL / SAND |
| --- | 5:00 | GRAVEL / SAND / SUBGRADE |
| --- | 6:00 | GRAVEL / SAND / SUBGRADE |
| --- | 7:00 | GRAVEL / SAND / SUBGRADE |
| --- | 8:00 | GRAVEL / SAND / SUBGRADE |
| --- | 9:00 | GRAVEL / SAND / SUBGRADE |
| --- | 10:00 | GRAVEL / SAND / SUBGRADE |
| --- | 11:00 | GRAVEL / SAND / SUBGRADE |
| --- | 12:00 | GRAVEL / SAND / SUBGRADE |
| --- | 13:00 | GRAVEL / SAND / SUBGRADE |
| --- | 14:00 | GRAVEL / SAND / SUBGRADE |
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| --- | 17:00 | GRAVEL / SAND / SUBGRADE |
| --- | 18:00 | GRAVEL / SAND / SUBGRADE |
| --- | 19:00 | GRAVEL / SAND / SUBGRADE |
| --- | 20:00 | GRAVEL / SAND / SUBGRADE |
| --- | 21:00 | GRAVEL / SAND / SUBGRADE |
| --- | 22:00 | GRAVEL / SAND / SUBGRADE |
| --- | 23:00 | GRAVEL / SAND / SUBGRADE |
| --- | 24:00 | GRAVEL / SAND / SUBGRADE |
| --- | 25:00 | GRAVEL / SAND / SUBGRADE |
| --- | 26:00 | GRAVEL / SAND / SUBGRADE |
| --- | 27:00 | GRAVEL / SAND / SUBGRADE |
| --- | 28:00 | GRAVEL / SAND / SUBGRADE |
| --- | 29:00 | GRAVEL / SAND / SUBGRADE |
| --- | 30:00 | GRAVEL / SAND / SUBGRADE |

| NO. | DESCRIPTION |
|-----|--------------------------|
| 1 | GRAVEL / SAND / SUBGRADE |
| 2 | GRAVEL / SAND / SUBGRADE |
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| 29 | GRAVEL / SAND / SUBGRADE |
| 30 | GRAVEL / SAND / SUBGRADE |

GENERAL NOTES

- SEE GRADING AND SOILS DAMAGE REPORT ON 04.00
- SEE UTILITIES ON 14.00





MCA DAMS
The John S. McQuinn Company, Inc.
811 Independence Street
Raleigh, NC 27603
Phone: 919.861.5000
Fax: 919.861.5001
E-mail: mca@mcadams.com
License Number: C2031 CAP

CLIENT
LEE COUNTY GOVERNMENT
205 SOUTH ST. 11
SANFORD, NORTH CAROLINA 27331
PHONE: 704.742.1200



**LEE COUNTY
MULTI-SPORTS COMPLEX
CONSTRUCTION DOCUMENTS
0 BROADWAY ROAD
SANFORD, NORTH CAROLINA 27331**



REVISIONS

| NO. | DATE | DESCRIPTION |
|-----|------------|----------------------|
| 1 | 06-23-2011 | ISSUE FOR PERMITS |
| 2 | 07-20-2011 | REVISIONS TO PERMITS |
| 3 | 08-24-2011 | REVISIONS TO PERMITS |
| 4 | 09-21-2011 | REVISIONS TO PERMITS |
| 5 | 10-18-2011 | REVISIONS TO PERMITS |
| 6 | 11-15-2011 | REVISIONS TO PERMITS |

PLAN INFORMATION

PROJECT NO: 11127001
SHEET NO: 120000 02
DESIGNED BY: FLD
DRAWN BY: OCT
DATE: 06-21-2011
SHEET

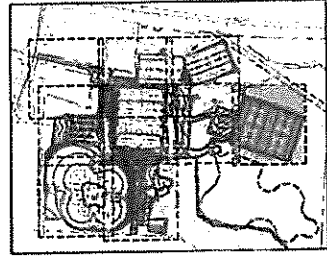
**AREA 1st GRADING
AND DRAINAGE PLAN
C3.09**

GRADES LEGEND

| LINE | DESCRIPTION |
|------|---------------------------------|
| --- | TURNPIKE SIDE DESIGN |
| --- | ORIGINAL ELEVATION |
| --- | EXISTING FINISH |
| --- | PROPOSED FINISH |
| --- | PROPOSED FINISH WITH 2% SLOPE |
| --- | PROPOSED FINISH WITH 4% SLOPE |
| --- | PROPOSED FINISH WITH 6% SLOPE |
| --- | PROPOSED FINISH WITH 8% SLOPE |
| --- | PROPOSED FINISH WITH 10% SLOPE |
| --- | PROPOSED FINISH WITH 12% SLOPE |
| --- | PROPOSED FINISH WITH 14% SLOPE |
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| --- | PROPOSED FINISH WITH 100% SLOPE |

GENERAL NOTES

- SEE GRADING AND DRAINAGE NOTES ON C3.00
- SEE CUP POINTS FOR ELEVATION DAMPING.



APPROXIMATE LOCATION
50' GAS LINE EASEMENT
APPROXIMATE LOCATION
12" GAS LINE EASEMENT



DATE: 06-21-2011

STATE OF NORTH CAROLINA
COUNTY OF LEE

AGREEMENT

1. AGREEMENT. This agreement ("Agreement") is entered into on the 18th day of MARCH, 20 1A, by and between Lee County, a political subdivision of the State of North Carolina ("County") and Moffat Pipe Inc., ("Contractor"), whose business address is 701 Finger Lakes Drive, Wake Forest, NC 27587

2. INDEPENDENT CONTRACTOR. Contractor shall be an independent contractor in all its activities pursuant to this Agreement. Neither Contractor nor any of its employees are to be considered County's employee or agent for any purpose including, but not limited to, the accrual of any employee benefits. Contractor is not authorized to represent County or otherwise bind County in any dealings between Contractor and third parties. Any employees furnished by Contractor under this Agreement shall be deemed to be Contractor's employees exclusively.

3. SCOPE OF THE WORK. Contractor shall furnish all labor, equipment, tools, materials, supplies, transportation, tests and supervision required to complete in a workmanlike manner the work described in the Engineered Stamped Drawings ("Drawings"), which were submitted with Contractor's bid.

4. PERIOD OF PERFORMANCE. This Agreement shall commence as of the date first written above and shall continue until terminated by either party in accordance with the terms of this Agreement. Contractor shall promptly commence Work and shall complete Work as required in the Project within 60 calendar days from the Notice to Proceed.

5. PAYMENT FOR WORK. Payment for work satisfactorily completed shall be made within thirty (30) days of receipt of invoice by County's finance office. Payment will be made in a lump sum to Contractor after County is satisfied with the project. The County will pay the Contractor an amount not to exceed \$195,665.00 for the scope of work for this project. Contractor shall submit documentation supporting its entitlement to payment as required by County, and County shall have no obligation to pay Contractor unless and until County has received such documentation. The County will not pay for late charges or finance charges assessed for any reason.

6. LICENSING REQUIREMENTS. Contractor represents and warrants that it holds a valid North Carolina General Contractor's License at all times in the performance of Work and that license meets the level of requirements for this project and shall submit to County a copy of said license. Any subcontractors retained by Contractor must also hold current, appropriate licenses.

7. PERMITS AND LICENSES. Unless otherwise agreed in writing in advance by County, Contractor shall obtain and pay for all licenses and permits that are required for it to perform Work.

8. COMPLIANCE WITH LAWS/COMPLIANCE WITH RULES AND POLICIES OF COUNTY. In performing the services pursuant to this Agreement, Contractor shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction. Contractor also shall comply with all rules and policies of County. Contractor will also perform background checks of his employees and require background checks of subcontractors.

9. INSURANCE. Contractor shall comply with the insurance requirements set forth in Exhibit B, attached and incorporated herein by reference.

No workers' compensation insurance shall be obtained by County concerning Contractor or the employees of Contractor. Contractor shall comply with the workers' compensation law concerning Contractor and the employees of Contractor.

10. TAXES. Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by County, that all taxes and other charges are being properly paid.

Pursuant to N.C.G.S. § 105-164.14, County is eligible for sales and use tax refunds on all materials which become a permanent part of the construction. Contractor agrees to provide County such documentation as may be necessary to meet the requirements of the North Carolina Department of Revenue regarding requests for refund of sales and use taxes. Such requirements include those described in the North Carolina Department of Revenue Sales and Use Tax Technical Bulletins § 18-2(F), outlined below:

To substantiate a refund claim for sales or use taxes paid on purchases of building materials, supplies, fixtures, and equipment by a contractor, County must secure from a contractor certified statements setting forth the specific required information. A "certified statement" is a statement signed by a contractor's County, a corporate officer of a contractor, or an employee of a contractor who is authorized to provide information set forth in the statement. The certified statement must include all of the following information:

- a. The date the property was purchased;
- b. The type of property purchased;
- c. The cost of property purchased and the amount of sales and use taxed paid thereon;
- d. The vendor from whom the property was purchased;
- e. The project for which the property was purchased;
- f. If the property was purchased in the State of North Carolina, the county to which it was delivered, or, if the property was not purchased in the State of North Carolina, the county in which the property was used; and

g. The invoice number of the purchase.

In the event Contractor makes several purchases from the same vendor, such certified statement must indicate the invoice numbers, the inclusive dates of the invoices, the total amount of the invoices, and the State and local sales and use taxes paid thereon. Such statement must also include the cost of any tangible personal property withdrawn from Contractor's warehouse stock and the amount of State and local sales or use tax paid thereon by Contractor. Any local sales or use taxes included in Contractor's statements must be shown separately from the State sales or use taxes. Contractor's statements must not contain sales or use taxes paid on purchases of tangible personal property purchased by Contractor for use in performing the Contract which does not annex to, affix to or in some manner become a part of the building or structure that is owned or leased by a governmental agency and is being erected, altered or repaired for use by a governmental entity as defined by N.C.G.S. § 105-164.14(c). Examples of property on which sales or use tax has been paid by Contractor and which shall not be included in Contractor's certified statement are scaffolding, forms for concrete, fuel for the operation of machinery and equipment, tools, equipment, equipment repair parts and equipment rentals. Similar certified statements by Subcontractors must be obtained by Contractor and furnished to County.

Contractor shall submit notarized sales tax certificates which meet the requirements detailed above with each Application for Payment. Payment will not be made until the sales tax certificate(s) have been submitted to County. County is the recipient of sales tax refunds and no such funds shall be provided to Contractor, or claim made by Contractor therefor.

11. **WARRANTY OF WORK.** Contractor warrants that all Work shall be new, unless otherwise agreed upon, and of good quality and performed in a good and workmanlike manner. Contractor shall, at its own expense, at the request of County, promptly replace or repair any defective or deficient Work for a period of three years after completion of Work. The express warranty contained in this section shall not diminish any of County's rights against Contractor with respect to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct Work.

12. **SAFETY.** Contractor shall establish and enforce safe working procedures at all times during its performance of Work in accordance with all federal, state and local laws, ordinances, rules and regulations pertaining to safety. Contractor shall ensure that any hazardous chemical use or transport must conform to OSHA's Hazard Communication Standard, Department of Transportation requirements and applicable EPA requirements. Contractor must provide the County a Material Safety Data Sheet with or prior to any shipment of any hazardous chemical or material.

13. **AGE LIMITS.** No employee of Contractor under the age of 18 shall be permitted on property owned or leased by County.

14. **CLEANUP.** Contractor shall keep its work areas clean of debris and excess materials, and at the end of each day will leave its work areas in broom-clean condition. If

Contractor fails to clean up as required herein, County may clean up and deduct the cost from Contractor's payment. Contractor is also responsible for the removal of hazardous construction materials from the job site, and those will need to be disposed of in accordance with State, Federal and Local laws. Cleanup of the job site and removal of hazardous waste materials must occur within fourteen days.

15. **LIABILITY.** Contractor agrees to protect, defend, indemnify and hold County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto. Contractor shall include this liability waiver in its contracts with Subcontractors: The Subcontractor waives any and all claims it may have against Lee County, its officers, employees and agents in connection with its work on this project.

16. **DEFAULT/TERMINATION.** If Contractor fails or refuses to supply sufficient and properly skilled labor, equipment or materials, or fails in any respect to diligently prosecute Work, or otherwise is in default or breach of any term of this Agreement, County may terminate this Agreement upon 24 hours' written notice. In the event of such termination, Contractor immediately will stop work and remove its employees from County's property. County may complete the Work in whatever way it determines best, and at completion of the Work shall pay Contractor for the value of the Work performed by Contractor (excluding profit) but unpaid prior to the termination, less any costs incurred by County to correct any deficiencies or defects attributable to Contractor's work. If a bid bond has been required, the County will collect on the bid bond.

17. **TERMINATION FOR CONVENIENCE.** County may terminate this Agreement at any time upon three (3) days' written notice to Contractor. Such termination shall be effective in the manner specified in such written notice. Upon a termination for convenience, County shall pay Contractor for Work performed to the date of termination. Contractor shall accept such payment in full and final payment and shall make no claim of any kind against County, including but not limited to any claim for any additional payment.

18. **ASSIGNMENT.** Neither this Agreement, nor any payments to be earned pursuant to this Agreement, may be assigned by Contractor without the prior written consent of County.

19. **NO WAIVER.** The failure of the County to strictly enforce any of the provisions of this Agreement, or not exercise its options provided herein, shall not be construed as a waiver of its right thereafter to require such compliance or to exercise any such options.

20. **E-VERIFY.** E-Verify is the federal program operated by the United States

Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Contractor shall ensure that Contractor and any subcontractor performing work under this Agreement: (i) uses E-Verify if required to do so by North Carolina law; and (ii) otherwise complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. A breach of this provision by Contractor will be considered a breach of this Agreement, which entitles County to terminate this Agreement, without penalty, upon notice to Contractor.

21. IRAN DIVESTMENT ACT. Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes, County must require most entities with which it contracts, which would include the Contractor under this Agreement, to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the "Final Divestment List"). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. The Contractor certifies that: (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

22. ENTIRE AGREEMENT. This Agreement represents the entire agreement of the parties, and may not be modified except in writing signed by both parties.

23. GOVERNING LAW. This agreement shall be construed and enforced in accordance with the laws of the State of North Carolina. The parties to this agreement confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice Lee County, North Carolina.

24. NOTICE TO COUNTY. Contractor shall immediately notify the County of any problems or issues that arise during the course of the performance of this contract, including but not limited to, delays in shipping, faulty products or materials, delays in progress, unexpected circumstances or budgetary issues.

25. NON-APPROPRIATION CLAUSE. Contractor acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Contractor of such limitation or change in

Lee County's legal authority.

26. CONFLICT OF INTEREST. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between Lee County and the third parties regarding the subject matter of this Contract or Agreement.

27. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. Contractor certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

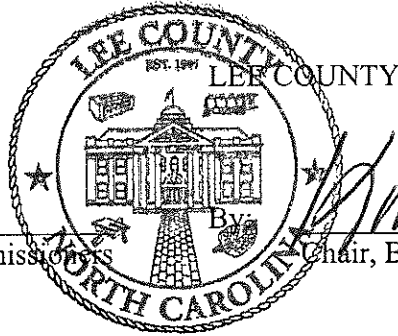
28. NON DISCRIMINATION IN EMPLOYMENT. The Contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of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

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed, this the day and year first above written.

ATTEST

By:

Harily Hall
Clerk to the Board of Commissioners



Wm D. Miller
Chair, Board of Commissioners

ATTEST

CONTRACTOR

By: _____

By: _____

Title: _____
Moffat Pipe, Inc.

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

Candace Jeman
Finance Officer, Lee County

EXHIBIT B
INSURANCE REQUIREMENTS

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best.

- A. WORKERS' COMPENSATION
Statutory limits covering all employees, including Employer's Liability with limits of:

| | |
|-----------|-------------------------|
| \$500,000 | Each Accident |
| \$500,000 | Disease - Each Employee |
| \$500,000 | Disease - Policy Limit |

- B. COMMERCIAL GENERAL LIABILITY
Covering Ongoing and Completed Operations involved in this Agreement.

| | |
|-------------|---|
| \$2,000,000 | General Aggregate |
| \$2,000,000 | Products/Completed Operations Aggregate |
| \$1,000,000 | Each Occurrence |
| \$1,000,000 | Personal and Advertising Injury Limit |
| \$5,000 | Medical Expense Limit |

- C. COMMERCIAL AUTOMOBILE LIABILITY

| | |
|-------------|----------------------------------|
| \$1,000,000 | Combined Single Limit - Any Auto |
|-------------|----------------------------------|

- D. PROFESSIONAL LIABILITY

| | |
|-------------|-------------|
| \$1,000,000 | Claims Made |
|-------------|-------------|

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

- E. POLLUTION LIABILITY INSURANCE

| | |
|-------------|-------------|
| \$1,000,000 | Claims Made |
|-------------|-------------|

Contractor shall provide evidence of continuation or renewal of Pollution Liability Insurance for a period of two (2) years following termination of the Agreement.

F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim

\$300,000 Aggregate Limit

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

Lee COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Lee County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Lee County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 408 Summit Avenue, Sanford NC 27330, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Lee, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.

- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: Lee County General Services
Contract #: _____

- H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Lee County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

- I. Certificate Holder shall be listed as follows:

Lee County
Attention: Risk Manager
408 Summit Avenue
Sanford, NC 27330

- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SWIMMING POOL MANAGEMENT AGREEMENT

O.T. Sloan Park Pool Only 2024 (B)

This Agreement, between Carolina Pool Management – Greensboro, Inc. (the “Company”) and LEE COUNTY GOVERNMENT - PARKS & RECREATION (the “Customer”), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer’s pools located at, (O.T. Sloan)1420 Bragg Street, Sanford, N.C. 27330, in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on **May 25, 2024**, for the **2024** Pool Year, extending through **September 2, 2024**.

About Us

We’re a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL.** Company will provide pool staff, including lifeguards, for operation of Customer’s pool. The Company will provide training and testing of the lifeguards working at Customer’s facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. **VALUE ADDED SERVICES.** Service components well beyond the standard pool management services are provided as part of this Agreement.

| Value Added Services | Description |
|------------------------------------|---|
| Advanced Lifeguard Training | Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more. |
| On-line Lifeguard Training | Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material. |
| Summer Safety Campaign | Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning. |
| Body on the Bottom Testing | Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater. |
| National Safety Advisors | Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels. |
| National Back Up Team | In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency. |
| National Parts Sourcing | When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly. |
| Up to Date Information | Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information. |
| Risk Reduction | Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage. |

5. PERSONNEL.

- (a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
- (b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.
- (c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within **24 hours**.
- (e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.
- (f) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (g) Lifeguards shall have the authority to discipline, suspend, or refuse admission to swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons. All incidents including the date, time, name and contact information for anyone involved (including witnesses), injuries (if applicable), and resulting action taken by pool staff should be documented in writing and submitted to the Parks and Recreation Director within 24 hours of the incident.

- (h) Whereas Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
- (1) Lifeguarding main pool.
 - (2) Checking water chemistry and recording readings every two (2) hours.
 - (3) Maintaining chemical balance of pool water.
 - (4) Vacuuming pool frequently enough that the pool is always clean.
 - (5) Cleaning tiles around pool edge.
 - (6) Backwashing filter system.
 - (7) Checking filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
 - (8) Cleaning bathhouse throughout the day.
 - (9) Cleaning swimming pool area.
 - (10) Emptying trash.
 - (11) Straightening deck furniture.
 - (12) Replenishing janitorial supplies in bathhouse.
 - (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
 - (14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.
- (i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or

negligence of the Company or its employees. This indemnity does not require the Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

The company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others, except wherein such liability, injury or damages was incurred or exacerbated due to Company's actions or failure to report needed repair in a timely manner. The company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises Liability Insurance.**
- (b) **Comprehensive General Liability Insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

7. **OPENING.** Customer agrees to make pools "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment.
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (c) Vacuum pool.

- (d) Clean pool enclosure area.
- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.
- (i) Remove pool furniture from storage, clean, set out around pool area.
- (j) Thoroughly clean bathhouse.
- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (n) Remove, clean, and store Customer's pool cover at Customer's pool.
- (o) Drain and clean pool, if applicable.

MAINTENANCE LOG. Company shall document all maintenance performed in a daily log to include date, time, detail of maintenance performed, and who it was performed by. Maintenance log should include log of chemical levels and details regarding application of chemicals. Log must be made available for review by Customer at any time without prior notification or request to Company.

PRE-SEASON STAFF MEETING WITH STAFF. At the Customer's request, the Company's designated Pool Manager shall meet with the Customer's representative prior to opening day. The Pool Manager and all lifeguards, if feasible, will meet with the Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. The customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

- (a) Clean and chemically balance pool to health department standards. Note per CPM: County is cleaning pool and prepping pool for inspection. CPM will assist with inspection.

- (b) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (a) Permit Fee required by the health department.
- (b) Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (c) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment, and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. POOL OPERATION. Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

- Saturday May 25 through Monday September 2, 2024

HOURS OF OPERATION:

The pool to be open during the following hours:

| | |
|------------|---|
| Saturday | 12:30 p.m. to 5:30 p.m. |
| Sunday | 12:30 p.m. to 5:30 p.m. |
| *Monday | Closed |
| | 12:30 p.m. to 5:30 p.m. |
| | (Memorial Day & Labor Day full operation) |
| *Tuesday | 12:30 p.m. to 5:30 p.m. |
| *Wednesday | 12:30 p.m. to 5:30 p.m. |
| *Thursday | 12:30 p.m. to 5:30 p.m. |
| *Friday | 12:30 p.m. to 5:30 p.m. |

School Days Operation (August 12-September 2)

Monday through Friday POOL CLOSED

| | |
|----------|-------------------------|
| Saturday | 12:30 p.m. to 5:30 p.m. |
| Sunday | 12:30 p.m. to 5:30 p.m. |

(O.T. SLOAN) Pool Staff Overlap:

Saturdays: (May 25 through August 11) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (May 25 through August 11) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Weekdays: (June 9 through August 11) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

School Day (Monday through Friday): (August 12 – September 2) POOL CLOSED

Saturdays: (August 12 through September 2) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (August 12 through September 2) Five (5) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Closing: If the Company fails to open or closes the pool outside of the normal operating schedule identified herein due to staffing shortages or failure to maintain minimum staffing levels, the Company will refund Customer an amount reflecting the daily portion of the contract price for the days the pool is unable to be opened on a normal operating schedule. If the Company is unable to open the pool or closes the pool outside of the normal operating schedule, it must immediately notify Customer of the closing. Customer will bill or elect to deduct from the next billing cycle to be paid to the Company monthly for any amounts owed for the previous month. If not otherwise deducted from the billing cycle to the Company, the amount billed must be paid within thirty (30) days after the due date or shall be delinquent and pay a fee of 1 1/2 % of the billed amount per month will become due. Company shall not open the pool to the public if minimum staffing levels described herein are not maintained during operating hours.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as **(3) three (O.T. Sloan Pool)**.

SAFETY BREAK or ADULT SWIM. Customers shall notify the Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least **(2) two** times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by the Company's management personnel as needed in order to assure Customer's satisfaction. Company shall document the inspection as a part of an ongoing maintenance log that will be used to document all maintenance, cleaning, and chemical applications during seasonal operations

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff are available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify the Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. The amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at **4:00 p.m.**, the pool will be closed for the remainder of the day. Additionally, if the weather is unsuitable for swimming before **4:00 p.m.**, the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain
- (c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company **WILL NOT** provide lifeguards for after-hours events subject to the following:

The company shall provide no lifeguards beyond the normal closing and cleaning up time.

WADING POOLS. (N/A) The company has no duties regarding the wading pool other than cleaning, maintaining water chemistry and backwashing filter.

10. **CLOSING (If Applicable).** The pool will be considered closed to swimmers at the end of the day on the last day of operation as specified in Section 8 and the Company will close the

pool as soon after that date as the Company deems possible and no later than September 30th of each season. The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. The company will repair any freeze damage at the Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool.

11. **WATER QUALITY**. Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

| | |
|---------------------|-------------------|
| Free Chlorine | 1.0 to 3.0 PPM |
| pH | 7.2 to 7.8 |
| Total Alkalinity | 80 to 120 PPM |
| Calcium Hardness | 200 to 300 PPM |
| Chlorine Stabilizer | less than 100 PPM |

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK.** During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that the Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. To the extent permitted by law, the Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s). Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by the Company shall be paid for by the Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials. Company shall notify Customer prior to repair to allow Customer option of performing repair or purchasing parts and/or materials directly.
- (c) For repair work or necessary equipment wherein, the cost does not exceed \$175.00, the Company shall bill Customer. Company shall notify customer of repair work needed and Customer shall have the discretion to perform the work within a reasonable amount of time before the Company undertakes the repair and bills customer.
- (d) Any work or equipment more than \$175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer after approval. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, **Joseph Keel or Cindy Castle**, or in the event the Customer elects not to have such work

performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. **CHEMICALS AND SUPPLIES.**

Company agrees to supply, at its expense:

(a) Chlorine and pH control chemicals throughout the period of this agreement.

(b) The following pool and janitorial supplies:

Soap

Disinfectant

Paper towels

Deodorizer

Toilet tissue

Correct size trash can liners for the pool area and bathrooms

Glass cleaner

(c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

Water hoses

Life hooks

Pool vacuum heads

Trash receptacles

Pool poles

Water test kit

Pool vacuum hoses

Test kit reagents

Leaf eater

First Aid Kit

Rescue tubes

First Aid supplies

Ring buoys

Pool rules signs

Algaecides

Clarifiers

Phosphate Removers

Cyanuric Removers

For the Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

(d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect immediately in writing, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an

additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within thirty (30) days after invoicing by Company.

14. **OFF-SEASON SERVICE (not included in this contract)**. The Company shall perform the following services at the Customer's pool during the off-season:

- (a) Keep water pumped to correct level.
- (b) Maintain pool water chemistry.
- (c) Provide all chemicals to maintain pool water.

Customer to provide pool cover.

At the Customer's request, the Company will do a walk-through with a representative of the Customer to confirm that:

- (a) The pool water is clear.
- (b) The pool water chemistry is balanced.
- (c) There is no biotic growth in the pool.

The time of such a walk-through shall be scheduled to meet the Customer's needs.

15. **INSTRUCTIONS**. Swimming instruction may be provided by the Company for Customer's members only. Instructions shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between the individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. The company shall be entitled to all fees paid for instruction provided by the Company's employee(s).

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS**. The company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES**. The Customer will permit and maintain free access to the pool site, and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. The company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.

- (c) 110-volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone.
- (g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE.** The customer shall be responsible for providing an operational telephone (not a pay phone) accessible to the Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Company shall notify customer immediately in writing when the pool is closed during the normal operating schedule. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company in writing of any problem regarding performance as detailed in this Agreement. The company shall have 48 hours following notification to remedy the stated violation of contract.
- (b) If the Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) Customer may terminate this agreement at any time without cause by providing 30 (thirty) days written notice to Company by certified mail.
- (c) In the event that the Customer terminates the contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be

subtracted from the total amount of the contract price paid to the Company by the Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled, or the remaining balance owed to the Company.

(d) Refund or balance owed shall be paid within five (5) business days after termination. 21.

MISCELLANEOUS.

(a) The Company shall display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

Revenue Sharing:

(b) Company (CPM) receives all gate admission fees. Gate admission fees are \$3.00 per person (Seniors \$1.00) and children under four are free).

(c) Company (CPM) receives all revenues from group, private & semi-private swim lessons. Registration will be handled by CPM. Water aerobics will be run by Lee County and responsible for collecting fees. CPM will provide (1) lifeguard per class. Lifeguard cost is included in the contract.

(d) The pool will not be rented out for afterhours functions.

(f) Senior Citizens (age 50+) will receive a discounted admission price of \$1.00.

(g) Swim Team Lane rentals will be handled by CPM. CPM will receive all revenues. CPM will provide (1) lifeguard per practice. Lifeguard cost is included in the contract.

23. **PAYMENTS.** The Company hereby proposes to perform the work and services set forth above for the price of **(OT Sloan Pool)** \$152,000.00 to the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

| | | |
|-----|---|-------------|
| (a) | One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement. | \$1,520.00 |
| (b) | Nine percent (9%) on or before April 1 of each year. | \$13,680.00 |
| (c) | Fifteen percent (15%) on or before May 1 of each year. | \$22,800.00 |
| (d) | Twenty-four percent (24%) on or before June 1 of each year. | \$36,480.00 |
| (e) | Twenty-six percent (26%) on or before July 1 of each year. | \$39,520.00 |

| | | |
|----------------------|--|----------------------------|
| (f) | Twenty percent (20%) on or before August 1 of each year. | \$30,400.00 |
| (g) | Five percent (5%) on or before September 10 of each year. | \$7,600.00 |
| <u>TOTAL:</u> | | <u>\$152,000.00</u> |

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. The customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

24. CUSTOMER CONTACTS:

PRIMARY CONTACT:

Name: **Cynthia Castle**

Title or Position: **Recreation Programmer**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **ccastle@leecountync.gov**

RECREATION DEPARTMENT:

Name: **Joseph Keel**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **jkeel@leecountync.gov**

Name: **Lisa G. Minter**

Street: **408 Summit Drive**

City: **Sanford** State: **NC** Zip: **27330**

Telephone: **(919) 718-4605 Ext. 5508**

Email: **lminter@leecountync.gov**

BILLING ADDRESS:

Name Attention: Joseph Keel, Parks and Recreation Director

Street PO Box 1968

City: Sanford State: NC Zip: 27331

FACILITY INFORMATION:

Name: **O.T. Sloan Pool**

Street: **1420 Bragg Street**

City: **Sanford** State: **NC** Zip: **27330**

Telephone **(919) 776-9831**

25. **EXTENSION OF CONTRACT.** This Agreement may be renewed for up to three years on the same terms and conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 15 of the current year. In the event Company desires to not renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before October 31 of the current year.

26. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina.

27. **STRICT COMPLIANCE.** No failure of Company to exercise any power or right granted hereunder or to insist upon strict compliance by Customer with its obligations and duty

hereunder shall constitute a waiver of Company's right to demand strict compliance with the provisions hereof at any time.

28. **TIME OF ESSENCE**. Time is of the essence of this Agreement.

29. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT**. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings, or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors, and assigns.

30. **RIGHTS CUMULATIVE**. All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to all other provided at law or in equity.

31. **EXTENSIONS**. Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

32. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

35. **THE COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS**. If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated by either party.

36. **ACCEPTANCE**. Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

37. **Non-Appropriation Clause**. Company acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Company of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this

contract shall automatically terminate without penalty to Lee County upon written notice to Company of such limitation or change in Lee County's legal authority.

38. **Compliance with E-Verify.** The Company and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

39. **Divestment from companies that boycott Israel.** Company certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

39. **Iran Divestment Act Certification.** The Company certifies that the Company is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Company will not utilize any subcontractors performing work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

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

Carolina Pool Management - Greensboro, Inc.

By: Angelo Kontoulas 2-12-24

Officer

Lee County Government Representative

By: [Signature]
Title of Officer: BOARD CHAIRMAN

Attest: [Signature]

Title of Officer: CLERK TO THE BOARD

Date: 3-19-2024



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

[Signature]

Finance Officer, Lee County



The Pool Management Group

Carolina Pool Management
Greensboro

SWIMMING POOL MANAGEMENT AGREEMENT

Horton Park Pool 2024

This Agreement, between Carolina Pool Management - Greensboro, Inc. (the "Company") and LEE COUNTY GOVERNMENT - PARKS & RECREATION (the "Customer"), is to provide for the staffing, water chemistry maintenance and cleaning by the Company at the Customer's pools located at, (**Horton Park Pool**) 1515 Washington Avenue, Sanford, N.C. 27330, in accordance with the specifications, conditions, and terms set forth herein. Company has no duties with regard to pool or facilities other than those explicitly stated herein.

1. **EFFECTIVE DATE.** This Agreement, when executed by both parties hereto, shall become effective on **May 25, 2024**, for the **2024** Pool Year, extending through **September 2, 2024**.

About Us

We're a local company that is part of The Pool Management Group family of companies. From advanced lifeguard training and testing, to our national back up team for key personnel, to industry thought leadership, our customers receive the rewards of a large national company combined with our local expertise.

As a result, we are able to provide high levels of quality, safety and risk reduction.

2. **PERSONNEL.** Company will provide pool staff, including lifeguards, for operation of Customer's pool. The Company will provide training and testing of the lifeguards working at Customer's facility that significantly exceed the industry norm.

**Please see Section 5 for more details on personnel.*

3. **INSURANCE/LIABILITY.** The company will maintain a comprehensive insurance package including General Liability, Professional Liability & Punitive coverage with \$20 million dollar limits. While this is a significant limit, Company asserts it is a requirement and not an extravagance, as pool accident judgments have been awarded for multi-millions.

The company agrees to maintain, at a minimum, \$20 million liability insurance coverage for the length of this Agreement.

**Please see section 6 for more information on liability insurance*

4. VALUE ADDED SERVICES. Service components well beyond the standard pool management services are provided as part of this Agreement.

| Value Added Services | Description |
|------------------------------------|---|
| Advanced Lifeguard Training | Proprietary training is given to our lifeguards and goes beyond the standard lifeguard training. Training focuses on critical risks and dangers that many pool operators are not even aware of. Topics include advanced scanning techniques, lifeguard distractions, bodies disappearing underwater and more. |
| On-line Lifeguard Training | Through The Pool Management Group, our advanced training is administered on-line with custom video and audio learning. This proprietary on-line system has testing throughout to ensure lifeguards view and are tested on all material. |
| Summer Safety Campaign | Posters are placed at facilities (and information posted on-line) as part of our annual pool safety campaign aimed at pool patrons. The safety campaign is designed to increase awareness of pool hazards and prevent drowning. |
| Body on the Bottom Testing | Proprietary testing is completed at pools throughout the season to enhance lifeguards' ability to identify and save bodies underwater. |
| National Safety Advisors | Collectively, with The Pool Management Group family of companies, we contract with prominent safety advisors to ensure our water safety standards remain at high levels. |
| National Back Up Team | In the event of a need, we will utilize back up personnel available through The Pool Management Group. From President to pool technician positions, our team is backed up in the event of injury or other emergency. |
| National Parts Sourcing | When local parts distributors do not carry a part needed to keep your pool up and running, we will utilize the support team at The Pool Management Group for a nationwide search to find the right part and order it promptly. |
| Up to Date Information | Through The Pool Management Group, important governmental decisions and water safety developments are monitored so we can provide accurate timely information. |
| Risk Reduction | Our safety and training standards increase safety and reduce risk at your pool. However, even at the safest pools, accidents can happen, so we carry Professional Liability Insurance with \$20 million of coverage. |

5. PERSONNEL.

- (a) All Company personnel who will work at the Customer's pool in fulfilling the terms of this Agreement, including all lifeguards, shall be employed solely by the Company and be employees of the Company. No lifeguard shall be engaged by the Company as an "Independent Contractor" to fulfill the terms of this Agreement.
- (b) All lifeguards employed by the Company shall have the minimum standard American Red Cross Basic Lifeguarding Certificates or Lifeguard Training Certificates, or the equivalent, as well as Professional Rescuer CPR, and then shall go through Company's proprietary lifeguard training and testing which provides knowledge and awareness well beyond the industry standard.
- (c) Company is solely responsible for selecting competent and qualified lifeguards for the safe operation of the Customer's swimming pool.
- (d) Personnel will be trained by the Company. Personnel not performing up to the standards of the Customer will be replaced by the Company within 24 hours.
- (e) Company is responsible for exercising control over the activities performed by the lifeguards. Lifeguards will be supervised by Company management personnel.
- (f) The Company agrees to pay the following for Company's employees, including all lifeguards:
 - Wages
 - Income tax withholdings
 - Social Security withholdings
 - State unemployment insurance
 - Federal unemployment insurance
 - Workmen's Compensation insurance
- (g) Lifeguards shall have the authority to discipline, suspend, or refuse admission to swimmers and any and all other persons within the pool facility within their best judgment and sole discretion consistent with the published and posted rules of the Customer and minimum safety standards as established herein. Customer agrees to support Company's lifeguards in enforcing the rules with Customer's patrons. All incidents including the date, time, name and contact information for anyone involved (including witnesses), injuries (if applicable), and resulting action taken by pool staff should be documented in writing and submitted to the Parks and Recreation Director within 24 hours of the incident.

- (h) Whereas, Company has responsibility for providing lifeguards, water chemistry maintenance and cleaning of Customer's swimming pool, various Company personnel will be responsible for the following duties:
- (1) Lifeguarding main pool.
 - (2) Checking water chemistry and recording readings every two (2) hours.
 - (3) Maintaining chemical balance of pool water.
 - (4) Vacuuming pool frequently enough that the pool is always clean.
 - (5) Cleaning tiles around pool edge.
 - (6) Backwashing filter system.
 - (7) Checking filter pressure gauge readings and flow meter readings daily. Taking corrective measures as indicated.
 - (8) Cleaning bathhouse throughout the day.
 - (9) Cleaning swimming pool area.
 - (10) Emptying trash.
 - (11) Straightening deck furniture.
 - (12) Replenishing janitorial supplies in bathhouse.
 - (13) Enforcing rules of the Customer for safety and convenience of Customer's members.
 - (14) Assisting Customer in collecting guest fees and monitoring membership, as long as the task does not interfere with lifeguarding.
- (i) Whereas, Company will invest substantial resources to train and convey information concerning operational techniques and management procedures to its employees at Customer's facility and Customer acknowledges that such information and investment is a valuable asset of Company's business, Customer agrees not to hire or consult (without the prior written consent of Company) any employee or former employee of the Company for a period of one year from the date of expiration or cancellation of this agreement.

6. **INSURANCE/LIABILITY**. The Company shall maintain and keep in full force the following coverage:

- (a) **Professional Liability Insurance and General Liability Insurance** in the amount of **\$20,000,000**.
- (b) **Worker's Compensation insurance** covering all persons engaged on behalf of the Company in the performance of the terms of this Agreement.

Company agrees to indemnify and hold Customer, its officers, committees, and agents harmless from and against any claims caused by or arising out of the acts, omissions and/or

negligence of the Company or its employees. This indemnity does not require Company to indemnify Customer for Customer's own negligence.

Company agrees to supply copies of the certificates of insurance to the Customer verifying the above-mentioned insurance coverage. It is the responsibility of the Customer to provide all other insurance coverage.

Except due to acts of omission or negligence on the part of the Company or its employees, Company assumes no liability for damage or injury to persons or property arising from or caused by Acts of God. Except as to the employees of Company, Company assumes no liability for damage or injury to persons or property arising from or caused by physical or mental incapacity, physical or mental diminution, or intoxication from alcoholic or other substances, whether legal or illegal.

Company shall not be held liable for any damages resulting from faulty equipment, mechanical failure, weather, flooding, or defective workmanship or design by others, except wherein such liability, injury or damages was incurred or exacerbated due to Company's actions or failure to report needed repair in a timely manner. Company accepts no responsibility for hydrostatic lifting. Any risks associated with draining the pool shall be solely the Customer's.

The Company shall not be liable or responsible for any injuries or damages that arise at any time that is not within the hours of operation as stated in this Agreement, except for additional hours for which Company is contracted according to the terms of this Agreement.

The Company shall not be held liable for any personal effects of any person or persons utilizing the pool facilities.

The Customer shall maintain and keep in full force and effect the following coverage:

- (a) **Premises Liability Insurance.**
- (b) **Comprehensive General Liability Insurance** in the amount of \$1,000,000.00 each accident and \$1,000,000.00 each person.

7. **OPENING.** Customer agrees to make pools "ready to swim" by completing the following services, where applicable:

- (a) Start up equipment.
- (b) Order, store, and inject all necessary chemicals to establish proper levels for:
 - free chlorine
 - total alkalinity
 - pH
 - calcium hardness
 - cyanuric acid
- (c) Vacuum pool.
- (d) Clean pool enclosure area.

- (e) Inspect chemical feeders.
- (f) Inspect all filtration equipment.
- (g) Inspect flow meters, pressure gauges, and valves.
- (h) Mount diving boards, guard chairs, and ladders.
- (i) Remove pool furniture from storage, clean, set out around pool area.
- (j) Thoroughly clean bathhouse.
- (k) Inspect and re-supply water testing supplies.
- (l) Inspect underwater lights.
- (m) Perform requisite repair work as needed and authorized by Customer (see "Repair Work").
- (n) Remove, clean, and store Customer's pool cover at Customer's pool.
- (o) Drain and clean pool, if applicable.

MAINTENANCE LOG. Company shall document all maintenance performed in a daily log to include date, time, detail of maintenance performed, and who it was performed by. Maintenance log should include log of chemical levels and details regarding application of chemicals. Log must be made available for review by Customer at any time without prior notification or request to Company.

PRE-SEASON STAFF MEETING WITH STAFF. At Customer's request, Company's designated Pool Manager shall meet with Customer's representative prior to opening day. The Pool Manager and all lifeguards, as feasible, will meet with Customer's representative.

PRE-SEASON SWIMMING POOL REVIEW MEETING. At the Customer's request, Company will walk-through with a representative of the Customer prior to opening to develop a list of items needed for operation of the pool and to review items identified by the Health Department as deficient from the previous year. Company shall stand ready, at the Customer's request, to perform repairs needed for compliance with Health Department regulations. The cost for any such repairs shall be additional to the price of this Agreement.

INITIAL TAKEOVER OF POOL BY COMPANY. Customer agrees pool will be clean and free of algae on the date of signing. If pool is not clean and free of algae, Customer agrees to pay reasonable additional charges for cleanup and chemical treatment of pool.

PERMIT. The Company will assist the Customer in obtaining Customer's Swimming Pool Operation Permit from the local Health Department.

The Company shall:

- (a) Clean and chemically balance pool to health department standards. Note: County is cleaning pool and is prepping pool for inspection. We will assist in inspection.
- (b) Schedule pre-season health department inspection and meet the health department inspector at Customer's pool to walk through the inspection with the health department inspector.

The Customer shall be responsible for:

- (a) Permit Fee required by the health department.
- (b) Complete the Operating Permit Application and return it to the Health Department with the Permit Fee.
- (c) Complying with all health department regulations.

MINIMUM FACILITY STANDARDS. Customer agrees and acknowledges that it is the Customer's responsibility to maintain Customer's pool, equipment and associated facilities within established minimum standards. The rules and codes of the local health department having jurisdiction over Customer's pool, the National Electrical Code, and the Virginia Graeme Baker Pool and Spa Safety Act shall be included as minimum standards.

8. **POOL OPERATION.** Company agrees to furnish certified lifeguards and other personnel as contracted herein to operate the pool on the following schedule:

DATES OF OPERATION:

The pool will be open on the following days:

- Saturday May 25 through Monday September 2, 2024

HOURS OF OPERATION:

The pool to be open during the following hours:

| | |
|------------|---|
| Saturday | 12:30 p.m. to 5:30 p.m. |
| Sunday | 12:30 p.m. to 5:30 p.m. |
| *Monday | Closed |
| | 12:30 p.m. to 5:30 p.m. |
| | (Memorial Day & Labor Day full operation) |
| *Tuesday | 12:30 p.m. to 5:30 p.m. |
| *Wednesday | 12:30 p.m. to 5:30 p.m. |
| *Thursday | 12:30 p.m. to 5:30 p.m. |
| *Friday | 12:30 p.m. to 5:30 p.m. |

School Days Operation (August 12-September 2)

| | |
|-----------------------|-------------------------|
| Monday through Friday | POOL CLOSED |
| Saturday | 12:30 p.m. to 5:30 p.m. |
| Sunday | 12:30 p.m. to 5:30 p.m. |

(Horton) Pool Staff Overlap:

May 25 through August 11

Saturdays: (May 25 through August 11) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (May 25 through August 11) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Weekdays (Monday through Friday): (June 9 through August 11) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

August 12 through September 2

School Day's (Monday through Friday): (August 12 – September 2) POOL CLOSED

Saturdays: (August 12 through September 2) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Sundays: (August 12 through September 2) Four (4) certified people (pool manager and/or lifeguards) will be on duty from 12:30 p.m. to 5:30 p.m.; One (1) additional gate attendant person will be on duty from 12:30 p.m. to 5:30 p.m. daily.

Closing: If the Company fails to open or closes the pool causing a disruption to the normal operating schedule identified herein due to staffing shortages or failure to maintain minimum staffing levels, the Company will refund Customer an amount reflecting the daily portion of the contract price for the days the pool is unable to be opened on a normal operating schedule. If the Company is unable to open the pool or closes the pool outside of the normal operating schedule, it must immediately notify Customer of the closing. Customer will bill or elect to deduct from the next billing cycle to be paid to the Company monthly for any amounts owed for the previous month. If not otherwise deducted from the billing cycle to the Company, the amount billed must be paid within thirty (30) days after the due date or shall be delinquent and pay a fee of 1 1/2 % of the billed amount per month will become due. Company shall not open the pool to the public if minimum staffing levels described herein are not maintained during operating hours.

On days when attendance at the pool is very low, Company may reduce the number of lifeguards on duty to as few as **(3) three (Horton Pool)**.

SAFETY BREAK or ADULT SWIM. Customer shall notify Company as to whether they will have a Safety Break or an Adult Swim every hour.

Safety Break: Once every hour the pool will be completely cleared for a period of ten minutes. During this break, lifeguards will not be on duty, the pool will be closed, no one may use the pool and the lifeguards shall not be responsible for supervising the pool.

VANDALISM. Additional reasonable charges for cleanup required as the result of vandalism, and approved by the Customer, shall be paid by the Customer to the Company. Any vandalism shall be reported to the Customer's designated representative immediately upon discovery.

SUPERVISION. Company management personnel will inspect the pool at least **(2) two** times each week during the full-time operation of the pool. Additional inspections and/or visits to the pool will be made by Company's management personnel as needed in order to assure Customer's satisfaction. Company shall document the inspection as part of an ongoing maintenance log that will be used to document all maintenance, cleaning, and chemical applications during seasonal operations. Note: Not realistic. Our supervisors make unannounced visits at a minimum of twice per week. This is to check up on staffing along with checking that staffing is keeping up with weekly maintenance. However, we can leave and also email supervisor visit form after each visit.

POST CLOSING DAY STAFFING. At the request of the Customer, the Company may, if staff is available, staff and maintain the pool and provide all necessary services to allow swimming with a Lifeguard on duty after the last day of operation specified above (Closing Day). The Customer will notify Company at least two (2) weeks in advance concerning post-Closing Day openings. The cost for post-Closing Day operation shall be billed to the Customer at the prevailing rate, which may change from year to year. Amount shall be payable to the Company on the initial day of post-Closing Day operation. This cost is to be extra to the contract in addition to the fees as provided hereinafter.

UNSUITABLE WEATHER. On rainy days, if the weather is still unsuitable for swimming at **4:00 p.m.**, the pool will be closed for the remainder of the day. Additionally, if the weather is unsuitable for swimming before **4:00 p.m.**, the pool will be closed, with no refund due to the Customer. Weather unsuitable for swimming includes:

- (a) air temperature at or below 68 degrees Fahrenheit
- (b) heavy rain
- (c) severe weather

Company will work with Customer to reopen pool if weather becomes suitable for swimming early enough in the day.

AFTER-HOURS EVENTS. The Company **WILL NOT** provide lifeguards for after-hours events subject to the following:

The company shall provide no lifeguards beyond the normal closing and cleaning up time.

9. **WADING POOLS**. The company has no duties regarding the wading pool other than cleaning, maintaining water chemistry and backwashing filter.

10. **CLOSING (If Applicable)**. The pool will be considered closed to swimmers at end of the day on the last day of operation as specified in Section 8 and Company will close the pool as

soon after that date as Company deems possible and no later than September 30th of each season . The Company will complete the following services, where applicable:

- (a) Pump pool water to correct level.
- (b) Prepare pool and pool plumbing lines for freeze protection; Company agrees to use common and accepted winterization techniques. Company will repair any freeze damage at Company's expense, with the exception of damage due to circumstances beyond the Company's control. If a contractor is to be selected to complete a repair under this warranty, only the Company has the right to choose a contractor.
- (c) Add anti-freeze to appropriate fixtures.
- (d) Drain pumps and hair/lint strainer.
- (e) Backwash and drain filter tanks.
- (f) Open all valves to appropriate settings.
- (g) Remove and store skimmer parts.
- (h) Remove and store all movable ladders, lifeguard chairs, and diving boards when required for closing pool.
- (i) Clean chemical feeders.
- (j) Drain and store hoses.
- (k) Lubricate filter system valves.
- (l) Add winterization chemicals to pool.
- (m) Install Customer's cover, if applicable.
- (n) Store pool furniture at Customer's pool.

11. **WATER QUALITY**. Note: These are daily recorded multiple times a day in pool logbook Company will be responsible for maintaining the following chemical levels of the swimming pool water within the tolerances of the local health department while pool is open to swimmers:

| | |
|---------------------|-------------------|
| Free Chlorine | 1.0 to 3.0 PPM |
| pH | 7.2 to 7.8 |
| Total Alkalinity | 80 to 120 PPM |
| Calcium Hardness | 200 to 300 PPM |
| Chlorine Stabilizer | less than 100 PPM |

At no time will the water chemistry cause a failure of permission to operate the pool granted by the local health department. In the event the local health department revokes permission to operate the pool due to improper water chemistry, Customer shall be entitled to a partial refund of the contract price set forth herein computed by the following formula:

Number of days closed times the average daily portion of the contract price (total price divided by number of days pool is to be in operation as determined by this Agreement).

All of the foregoing notwithstanding however, the Company shall be excused from maintaining water quality as established herein and the Customer shall be entitled to no refund in the event of any Act of God, repairs, interference by Customer, together with any and all other reasons beyond the control of Company.

Any work performed by Company shall be subject to the conditions in the "Repair Work" provision of this Agreement.

12. **REPAIR WORK.** During the term of this Agreement, the Company recommends compliance with the Virginia Graeme Baker Pool and Spa Safety Act. The Company also recommends that Customer have its pool inspected annually by a licensed electrician and have all recommended electrical repairs completed by the inspecting electrician. During the term of this Agreement, the Company stands ready to perform any other installations or repairs needed to preserve Customer's pool aesthetics and/or to comply with State, Federal or local regulations, but Customer shall have the option of using its chosen contractor to perform any recommended repairs. To the extent permitted by law, Customer agrees to indemnify, defend, and hold the Company harmless from all claims, injuries, damages, attorney's fees, and defense costs arising out of 1) repairs or renovations performed by any entity other than the Company, or 2) the failure of Customer to complete a) repair(s) or installations needed to comply with State, Federal or local regulations, or b) the above-described annual electrical inspection and recommended repair(s).

Work will be billed as follows:

- (a) Any repairs required as the result of error or negligence by Company shall be paid for by Company with no cost to Customer. Additionally, Company shall reimburse Customer for volume of water lost as a result of error or negligence.
- (b) Company will perform minor repairs to the pool and recirculation system, as part of the service provided; however, the Customer shall pay for parts and/or materials. Company shall notify Customer prior to repair to allow Customer the option of performing repair or purchasing parts and/or materials directly.
- (c) For repair work or necessary equipment wherein the cost does not exceed \$175.00, the Company shall bill Customer. Company shall notify customer of repair work needed and Customer shall have the discretion to perform the work within a reasonable amount of time before the Company undertakes the repair and bills customer.
- (d) Any work or equipment in excess of \$175.00 to be provided by the Company or Company's subcontractors will be provided and billed to Customer after approval. Such work or equipment shall be provided only upon the authorization of the designated representative of Customer, **Joseph Keel or Cindy Castle**, or in the event the Customer elects not to have such work

performed or equipment provided, Company may cancel this Agreement if said election interferes with the Company's ability to carry out its responsibilities under this Agreement.

13. CHEMICALS AND SUPPLIES.

Company agrees to supply, at its expense:

- (a) Chlorine and pH control chemicals throughout the period of this agreement.
- (b) The following pool and janitorial supplies:

- Soap
- Disinfectant
- Paper towels
- Deodorizer
- Toilet tissue
- Correct size trash can liners for the pool area and bathrooms
- Glass cleaner

- (c) Customer shall be responsible for providing, at no cost to Company, other equipment such as:

| | |
|--------------------|--------------------|
| Water hoses | Life hooks |
| Pool vacuum heads | Trash receptacles |
| Pool poles | Water test kit |
| Pool vacuum hoses | Test kit reagents |
| Leaf eater | First Aid Kit |
| Rescue tubes | First Aid supplies |
| Ring buoys | Pool rules signs |
| Algaecides | Clarifiers |
| Phosphate Removers | Cyanuric Removers |

For Customer's convenience and for the efficient operation of the pool, Company will provide and invoice Customer for any of the items listed above that are not at the pool. Customer agrees to pay invoices for said supplies within thirty (30) days after invoicing.

- (d) Additional chemicals or labor. If additional chemicals or labor are required to maintain or correct pool water chemistry due to a failure or breakdown of Customer's equipment, or loss of water due (leak) to a defect in Customer's pool or recirculation system, Company shall notify Customer of such breakdown or defect immediately in writing, and if Customer elects not to remedy problem within seven (7) days of notice, Customer shall pay as an

additional charge the reasonable expense of all said additional chemicals and/or labor. Amount owed for chemicals and/or labor shall be paid by Customer within thirty (30) days after invoicing by Company.

14. **OFF-SEASON SERVICE (not included in this contract)** The Company shall perform the following services at the Customer's pool during the off-season:

- (a) Keep water pumped to correct level.
- (b) Maintain pool water chemistry.
- (c) Provide all chemicals to maintain pool water.

Customer to provide pool cover

At the Customer's request, the Company will walk-through with a representative of the Customer to confirm that:

- (a) The pool water is clear.
- (b) The pool water chemistry is balanced.
- (c) There is no biotic growth in the pool.

The time of such walk-through shall be scheduled to meet the Customer's needs.

15. **INSTRUCTIONS.** Swimming instruction may be provided by Company for Customer's members only. Instruction shall be given by a qualified individual, while not on duty as a lifeguard. Company shall have rights to swimming lessons at Customer's pool during the term of this Agreement. All Company insurance as described in Section 6 shall apply to Company's swimming instructors.

Arrangements for any instruction shall be made between individual requesting instruction and the Company. Any resulting agreement shall be considered a contract between that individual and the Company; and Customer shall not be held liable for its enforcement nor for the collection of any fees due Company under the terms of that contract. Company shall be entitled to all fees paid for instruction provided by Company's employee(s).

16. **COMPANY'S INDEPENDENT CONTRACTOR STATUS.** Company is, and at all times shall be deemed to be, an independent contractor in the performance of services under this agreement. Company and its representatives are not, and shall not be considered or permitted to be, employees, agents, servants, joint venturers or partners of Customer.

17. **ACCESS AND UTILITIES.** The Customer will permit and maintain free access to the pool site and, upon signing Agreement, Customer will provide six (6) sets of keys to Company to open any and all locks required to operate the pool. Company shall keep and safeguard keys and release keys only to authorized personnel. Keys shall be returned to Customer in the event of termination of this Agreement.

Customer further agrees to furnish without cost to Company:

- (a) Water.
- (b) Electricity.

- (c) 110 volt electrical outlet in pump room.
- (d) Garbage pick-up service.
- (e) Lifeguard stand(s) and umbrella(s) for lifeguard stand(s).
- (f) Telephone.
- (g) A secure and cooperative working environment at Customer's pool.

18. **TELEPHONE.** Customer shall be responsible for providing an operational telephone (not a pay phone) accessible to Company's lifeguards at pool site. Consistent with health department regulations and for the safety of pool patrons the pool will only be open when the pool telephone is operational.

19. **EMERGENCY CLOSING OF POOL.** The Customer and/or Company may close the pool in an emergency situation, whether the emergency be caused by breakdown of equipment, or by other causes outside of the Company's control; this shall not require any change or adjustment in any of the provisions of this Agreement. Should a time lapse of more than five (5) days be necessary to perform repairs and/or restore pool to normal operations, the Company shall refund fifty percent (50%) of the daily operating cost from the fifth day on a pro-rated basis. For purposes of this section, the daily operating cost is to be computed at one percent (1%) of the total contract cost until such time as the pool is reopened for normal operation. If the pool is not reopened for normal operation within thirty (30) days, Customer may cancel this Agreement by written notice to Company.

20. **CANCELLATION.** The Customer shall have the right to cancel this Agreement based on Company's non-performance of duties and responsibilities as follows:

- (a) Customer shall notify Company by in writing of any problem regarding performance as detailed in this Agreement. Company shall have 48 hours following notification to remedy stated violation of contract.
- (b) If Company fails to remedy violation and continues to not perform as detailed in this Agreement; Customer may terminate Agreement by providing five (5) days' written notice to Company by certified mail.
- (c) Customer may terminate this agreement at any time without cause by providing 30 (thirty) days written notice to Company by certified mail.
- (d) In the event that Customer terminates contract by procedure stated above, the Customer shall either be entitled to a refund for money paid in advance or shall be responsible for a balance owed to the Company. Refund to be computed as follows:

A daily portion of the contract price shall be computed by dividing the total contract price by the number of days pool was to be open to members as determined by this Agreement. This daily price shall be multiplied by the number of days pool was operated under this Agreement. That amount shall be subtracted from the total amount of contract price paid to

Company by Customer as of termination date. The resulting figures shall either be the refund to which the Customer is entitled or remaining balance owed to Company.

- (e) Refund or balance owed shall be paid within five (5) business days after termination.

21. **MISCELLANEOUS.**

- (a) The Company shall display a sign on the pool premises designating the responsibility to the Company for the quality of the pool and the performance of the pool staff.

Revenue Sharing:

(b) Company (CPM) receives all gate admission fees. Gate admission fees are \$3.00 per person (Seniors \$1.00) and children under four are free).

(c) Company (CPM) receives all revenues from group, private & semi-private swim lessons. Registration will be handled by CPM.

(d) The pool will not be rented out for afterhours functions.

(f) Senior Citizens (age 50+) will receive a discounted admission price of \$1.00.

22. **PAYMENTS.** The Company hereby proposes to perform the work and services set forth above for the price of **(Horton Pool) \$86,900.00**, upon the specifications, conditions and terms as set forth herein. Payments by Customer to Company shall be made in accordance with the following schedule:

| | | |
|-----|--|--------------------|
| (a) | One percent (1%) upon signing of Agreement or the annual renewal date of this Agreement. | \$869.00 |
| (b) | Nine percent (9%) on or before April 1 of each year. | \$7,821.00 |
| (c) | Fifteen percent (15%) on or before May 1 of each year. | \$13,035.00 |
| (d) | Twenty-four percent (24%) on or before June 1 of each year. | \$20,856.00 |
| (e) | Twenty-six percent (26%) on or before July 1 of each year. | \$22,594.00 |
| (f) | Twenty percent (20%) on or before August 1 of each year. | \$17,380.00 |
| (g) | Five percent (5%) on or before September 1 of each year. | \$4,345.00 |
| | <u>TOTAL:</u> | \$86,900.00 |

Payments are due as indicated above. All payments as specified above, not made on or before ten (10) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. Payments for repairs, equipment or labor, not made on or before thirty (30) days after the due date shall be subject to delinquent payment fees of 1 1/2% per month, or any part of a month, of the amount due or any portion thereof. In the event payments are not received within thirty (30) days from the due date for contract payments, and thirty (30) days from the due date for other payments, the Company shall have the right, at its option, and within its sole discretion to suspend, until all overdue payments are received, or terminate its services under this Agreement and in either case to withdraw and remove all personnel from Customer's pool facilities without any further or additional notice to Customer. During a period of suspension or after termination, control of the pool and premises will be surrendered to the Customer and, if operated, it is at the Customer's sole risk and liability. Customer agrees to indemnify and hold Company harmless for any claims arising from the use of the pool(s) during a period of suspension or after termination due to payment(s) not being received on time. Any such suspension or termination notwithstanding, Customer shall be fully responsible for all payments provided herein.

In the event that Company elects to pursue collection of any amounts due under this Agreement, Customer shall pay all said amounts, together with interest at the rate of 12% per annum from the date the same became due, together with any and all cost of collection, including and together with any and all reasonable litigation expenses, including reasonable attorney's fees.

24. **FEDERAL GRANT COMPLIANCE:** The Customer hereby requires the Company to account for and report on any revenues received during operational hours. Due to the utilization of Federal Funding to renovate the Horton Pool and Sanitation Facility, uniform guidance [2 C.F.R. § 200.307] requires reporting of program income earned from projects funded under the American Recovery Plan Act (ARPA). Reporting of program income is to be conducted from the start of this contract through any renewal contracts until the expiration of ARPA reporting requirements on December 31, 2026. Reporting requirements entail the following:

- a) **Projection of anticipated Program Income-** The Company shall identify the anticipated revenues for the upcoming operational hours of the Horton Pool. Due to federal funding involvement, the Board of Commissioners must obligate the federal dollars prior to expending the funds. Under the nature of this contract, the Company will keep revenues collected to offset the cost of the contract. For this reason, the Customer needs the help of the Company to identify the expected earnings to obligate prior to the pools official opening.
- b) **Program Income Tracking Methodology¹-** The Company shall provide a system in which patrons use of the pool is trackable that matches the reported revenues. Figures to support the reported revenues will be required.

- c) **Reporting Requirements-** The Company will provide the Customer with patron visits broken down by cost association. A record to prove patron participation will be required. E.g. an electronic printout of patron participation, or a sign in log sheet stating what patron is participating in to associate applicable costs. The Company must also provide the Customer with a report of revenues collected in the form of a general ledger or the like, to support the patron participation backup.
 - i. **Reports are due to the Customer no later than July 8, 2024 and September 1, 2024. The Customer will hold the last payment of the Company's until the program income report has been received.**
- d) **Site Audit-** The Company shall allow one unexpected site visit during the operational hours of Horton Pool Season. The unexpected site visit will be conducted by the Customer's Finance Department. The purpose of the audit is to ensure compliance of internal controls regarding the collection of information for patron participation.

25. CUSTOMER CONTACTS:

PRIMARY CONTACT:

Name: **Cynthia Castle**

Title or Position: **Recreation Programmer**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **ccastle@leecountync.gov**

2

RECREATION DEPARTMENT:

Name: **Joseph Keel, Parks and Recreation Director**

Street: **2303 Tramway Road**

City: **Sanford** State: **NC** Zip: **27332**

Telephone: **(919) 775-2107**

Email: **jkeel@leecountync.gov**

Name: **Lisa G. Minter, County Manager**

-
- a) Example: # of adults, children, rentals, lessons, or group activities would be included with the applicable charges will be included in the back up to match the general ledger printout reporting the total revenues for the month.

Street: 408 Summit Drive

City: Sanford State: NC Zip: 27330

Telephone: (919) 718-4605 Ext. 1

Email: lminter@leecountync.gov

BILLING ADDRESS:

Name Attention: Joseph Keel, Parks and Recreation Director

Street PO Box 1968

City Sanford_ State NC Zip 27331

FACILITY INFORMATION:

Name: Horton Park Pool

Street: 1515 Washington Ave.

City: Sanford State: NC Zip: 27330

Telephone (919) _____

26. **EXTENSION OF CONTRACT.** This Agreement may be renewed for up to three years on the same terms and conditions herein at the contract amount in effect for the immediately preceding year, plus an amount not to exceed 10% thereof, at the sole option of Company. In the event that Customer desires to renew and extend this Agreement as provided herein, Customer shall provide Company with written notice thereof on or before October 15 of the current year. In the event Company desires not to renew and extend this Agreement, Company shall provide Customer with written notice thereof on or before October 31 of the current year.

27. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of North Carolina.

29. **TIME OF ESSENCE.** Time is of the essence of this Agreement.

30. **ENTIRE AGREEMENT, MODIFICATION, BINDING EFFECT.** This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements, understandings or negotiations, written or oral. This Agreement may not be modified or amended except in writing, signed by both parties hereto. This Agreement shall be binding upon and enure to the benefit of the Customer and Company and to their respective heirs, successors and assigns.

31. **RIGHTS CUMULATIVE.** All rights and powers under this Agreement shall be cumulative and, except as otherwise provided herein, shall be in addition to any and all other provided at law or in equity.

32. **EXTENSIONS.** Unless other agreed to by Customer and Company in writing, the terms of this Agreement shall apply to all extensions and renewals hereof.

33. **SEVERABILITY**. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable.

36. **COMPANY'S OPTION IN THE EVENT OF CHANGE IN LAWS**. If there is a change in local, state, or federal law concerning any cost aspect relating to this proposal, the company may present a new contract amount to Customer, which new Contract shall supersede and replace this Agreement. Customer shall have 30 days from the date of receipt of the new contract in which to accept or reject the new contract. In the event the Customer elects to reject the new contract, this contract may be terminated by either party.

37. **ACCEPTANCE**. Acceptance of this Agreement by Customer and Company through signatures below will constitute a contract entered into in accordance with the specifications, terms and conditions and addenda attached hereto.

37. **Non-Appropriation Clause**. Company acknowledges that Lee County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Lee County's obligations under this contract, then this contract shall automatically expire without penalty to Lee County thirty (30) days after written notice to Company of the unavailability and non-appropriation of public funds. It is expressly agreed that Lee County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in the Lee County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Lee County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Lee County upon written notice to Company of such limitation or change in Lee County's legal authority.

38. **Compliance with E-Verify**. The Company and any of its subcontractors must comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, if applicable, which requires certain employers to verify the work authorization of each newly hired employee through the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies.

39. **Divestment from companies that boycott Israel**. Company certifies that (a) it is not identified on the Israel Boycott List or any other list created by the NC State Treasurer pursuant to N.C.G.S. 147—86.80 et al and (b) it will not take any action causing it to appear on any such list during the term of the contract agreement.

39. **Iran Divestment Act Certification**. The Company certifies that the Company is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58 (the Final Divestment List) and the Company will not utilize any subcontractors performing

work under this Contract which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address and should be updated every 180 days.

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

Carolina Pool Management – Greensboro, Inc.

By: Angelo Kontoulas 1-15-24

Officer

~~Lee County~~ Government Representative

By: Ami D. Miller

Title of Officer: BOARD CHAIRMAN

Attest: Anthony Hall

Title of Officer: CLERK to the Board

Date: 3-18-2024

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

Candace Helman

Finance Officer, Lee County



**RESOLUTION BY THE LEE COUNTY BOARD OF COMMISSIONERS SUPPORTING
THE LIMITED ENGLISH PROFICIENCY (LEP) ALLOTMENT FUNDING CAP ELIMINATION**

WHEREAS, the North Carolina Supreme Court's landmark ruling in *Leandro v. State* sets out the constitutional obligations for educating all students. This ruling establishes that all children residing in the state have a fundamental right to the "opportunity to receive a sound basic education" and that the responsibility for guaranteeing that right lies with the State of North Carolina rather than the local school districts; and

WHEREAS, Federal Statutes Title VI of the Civil Rights Act of 1964, the 1965 Elementary and Secondary Education Act, and the Bilingual Education Act of 1968 create obligations for state and local entities to ensure English learners receive adequate resources and services to overcome language-based barriers to a sound education; and

WHEREAS, Lee County Schools receives funding based on a three-year average of 1,443 students formally identified under federal guidelines as English Learners (EL), representing 15.9% of our total student population; and

WHEREAS, the Limited English Proficiency (LEP) allotment, which was devised and capped without being adjusted to reflect population growth, is inadequate and inequitable; and

WHEREAS, the Limited English Proficiency (LEP) allotment is currently capped at 10.6% of the ADM rather than actual ADM, resulting in Lee County Schools receiving inadequate funding estimated over \$800,000; and

NOW, THEREFORE, BE IT RESOLVED, that the Lee County Board of Commissioners supports an amendment to eliminate the funding cap of 10.6% of ADM and allow funding to be calculated using the actual percentage of English Learners (EL) in each district.

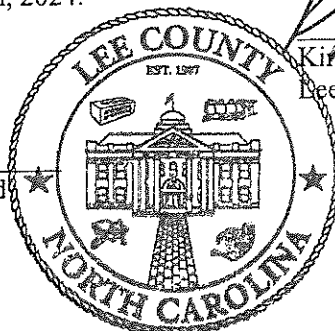
NOW BE IT FURTHER RESOLVED that:


1. The Chairman and County Manager are authorized to disseminate this Resolution to members of the North Carolina Legislature.
2. The Board encourages the community to contact their North Carolina Legislators to advocate for eliminating the Limited English Proficiency (LEP) allotment funding cap of 10.6% of ADM and allow funding to be calculated using the actual percentage of English Learners (EL) in each district.

Adopted this 18th day of March, 2024.

ATTEST:


Hailey Hall, Clerk to the Board




Kirk D. Smith, Chair
Lee County Board of Commissioners

**DISTRIBUTION REQUEST
PUBLIC SCHOOL BUILDING
REPAIR & RENOVATION FUND
NORTH CAROLINA EDUCATION LOTTERY**

| |
|---------------------|
| DPI USE ONLY |
| Approved By: _____ |
| Date: _____ |

67

Date of Request: 2/20/24

County: Lee Contact Person: Chris McNeill
 Address: 106 Gordon Street, Sanford, NC 27330 Title: Director of Facilities
 LEA: Lee County Schools: 530 Phone: 919-776-4013
 Address: 106 Gordon Street, Sanford, NC 27330 Email: chrismcneill@lee.k12.nc.us

Project Title: Renovations of restrooms throughout various school buildings in the district
 Project Address: 2000 Nash Street, Sanford, NC 27330

Type of Facility: K-12 School

The Public School Building Repair & Renovation Fund was established by S.L. 2021-180, Section 4.4.(a1). The purpose of the Fund is to provide revenue to counties for repair and renovation projects. Per G.S. 115C-546.16, counties are to utilize funds for enlargement, improvement, expansion, repair, or renovation of classroom facilities at public school buildings within local school administrative units (LEAs) located in the county. As used in this context, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include administration, maintenance, or other facilities.

Brief Project Description (include est. start/end dates): Restrooms at various schools will be given renovation if needed to include new paint, updated stall partitions, fixtures, floor coverings, and water heater replacement.

Estimated Costs:

| | | |
|---|-----------|---------|
| Planning and Design Services..... | \$ | _____ |
| New Construction – Facility Enlargement | \$ | _____ |
| New Construction – Addition(s) | \$ | _____ |
| Existing Construction – Facility Improvements | \$ | _____ |
| Existing Construction – Facility Repairs | \$ | _____ |
| Existing Construction – Facility Renovations | \$ | 500,000 |
| TOTAL | \$ | _____ |

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request the release of \$ 500,000 from the Public School Building Repair & Renovation Fund. We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
 (Signature – Chair, County Commissioners)

03/18/2024
 (Date)

[Signature]
 (Signature – Chair, Board of Education)

03.12.24
 (Date)

PRINT FORM

CLEAR FORM

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County

Contact Person: Chris McNeill

LEA: Lee County Schools:530

Title: Director of Facilities

Address: 2000 Nash Street Sanford NC 27330

Phone: 919-776-4013

Project Title: Broadway Elementary: HVAC change out of equipment

Location: 307 South Main Street Broadway NC 27505

Type of Facility: K-5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to changeout HVAC equipment for the server room, change out the control valves on air handlers and fan coil units and change out pump motors and seals.

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 90,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 90,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 90,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature] (Signature — Chair, County Commissioners) 03/18/2024 (Date)

[Signature] (Signature — Chair, Board of Education) 03.12.24 (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County

Contact Person: Chris McNeill

LEA: Lee County Schools: 530

Title: Director of Facilities

Address: 2000 Nash Street Sanford NC 27330

Phone: 919-776-4013

Project Title: BT Bullock: HVAC change out of equipment

Location: 1410 McNeill Road Sanford, NC 27330

Type of Facility: K-5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for the server room, change out the control valves on air handlers and fan coil units and change out pump motors and seals.

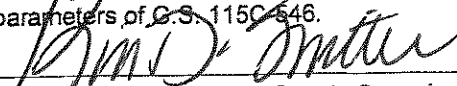
Estimated Costs:


| | | | |
|------------------------------|-------|-----------|------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 90,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 90,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 90,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 03/18/2024
 (Signature — Chair, County Commissioners) (Date)

 03.12.24
 (Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County

Contact Person: Chris McNeill

LEA: Lee County Schools:530

Title: Director of Facilities

Address: 2000 Nash Street Sanford NC 27330

Phone: 919-776-4013

Project Title: East Lee Middle: HVAC change out of equipment

Location: 1337 Broadway Road Sanford, NC 27330

Type of Facility: 6 - 8 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for A & B wing, server room, health rooms, and the STEM lab

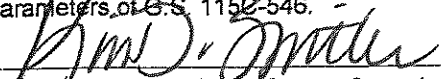
Estimated Costs:


| | | | |
|------------------------------|-------|-----------|------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 80,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 80,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 80,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 03-18-2024
 (Signature — Chair, County Commissioners) (Date)

 03.12.24
 (Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County

Contact Person: Chris McNeill

LEA: Lee County Schools: 530

Title: Director of Facilities

Address: 2000 Nash Street Sanford, NC 27330

Phone: 919-776-4013

Project Title: Deep River: HVAC change out of equipment

Location: 4000 Deep River Road Sanford, NC 27330

Type of Facility: K- 5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for the server room, change out the control valves on air handlers and fan coil units and change out pump motors and seals.

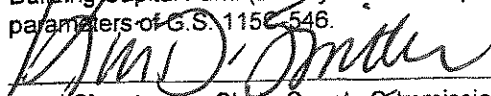
Estimated Costs:

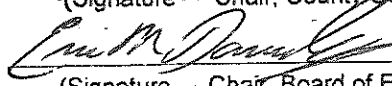
| | |
|------------------------------------|---------------------------|
| Purchase of Land _____ | \$ _____ |
| Planning and Design Services _____ | _____ |
| New Construction _____ | _____ |
| Additions / Renovations _____ | 90,000.00 |
| Repair _____ | _____ |
| Debt Payment / Bond Payment _____ | _____ |
| TOTAL _____ | \$ _____ 90,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 90,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 _____ 03-18-2024
 (Signature — Chair, County Commissioners) (Date)

 _____ 03.12.24
 (Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County

Contact Person: Chris McNeill

LEA: Lee County Schools:530

Title: Director of Facilities

Address: 2000 Nash Street Sanford NC 27330

Phone: 919-776-4013

Project Title: Floyd Knight School: Replacement of HVAC of middle school restrooms and cafeteria

Location: Floyd Knight School 607 McIntosh Street Sanford NC 27330

Type of Facility: K-12 School

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor will replace the HVAC unit that serves the middle school restrooms and the cafeteria.

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 70,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 70,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 70,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature] 03-18-2024
(Signature — Chair, County Commissioners) (Date)

[Signature] 03.12.24
(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County
 LEA: Lee County Schools:530
 Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
 Title: Director of Facilities
 Phone: 919-776-4013

Project Title: Greenwood Elementary: HVAC change out of equipment
 Location: 1127 Greenwood Road Sanford NC 27330
 Type of Facility: K-5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for the server area, and replace electrical panel


Estimated Costs:


| | | |
|------------------------------|-------|----------------------|
| Purchase of Land | _____ | \$ _____ |
| Planning and Design Services | _____ | _____ |
| New Construction | _____ | _____ |
| Additions / Renovations | _____ | 103,000.00 |
| Repair | _____ | _____ |
| Debt Payment / Bond Payment | _____ | _____ |
| TOTAL | _____ | \$ 103,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 103,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 _____ 03-18-2024
 (Signature — Chair, County Commissioners) (Date)

 _____ 03.12.24
 (Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County
LEA: Lee County Schools:530
Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: Greenwood Elementary School: Tile replacement for the entire school
Location: 1127 Greenwood Road Sanford NC 27330
Type of Facility: K-5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Removal of old carpet and tile and replace with new VCT tile



Estimated Costs:

| | | | |
|------------------------------|-------|-----------|-------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 400,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 400,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 400,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 (Signature — Chair, County Commissioners) 03-18-2024 (Date)
 (Signature — Chair, Board of Education) 03.12.24 (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____
Date: _____

County: Lee County
LEA: Lee County Schools:530
Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: J Glenn Edwards Elementary: HVAC change out of equipment
Location: 3115 Cemetary Road Sanford NC 27330
Type of Facility: K-5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for the office area, server room, and replace electrical panel and cooling tower.

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|-------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 500,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 500,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 500,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

03-18-2024
(Date)


(Signature — Chair, Board of Education)

03.12.24
(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County

Contact Person: Chris McNeill

LEA: Lee County Schools: 530

Title: Director of Facilities

Address: 2000 Nash Street Sanford NC 27330

Phone: 919-776-4013

Project Title: JR Ingram Elementary: Tile replacement for the entire school

Location: 3309 Wicker Street Sanford NC 27330

Type of Facility: K-5 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Removal of old carpet and tile and replace with new VCT tile

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|-------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 300,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 300,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 300,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature] 03-10-2024
(Signature — Chair, County Commissioners) (Date)

[Signature] 03.12.24
(Signature — Chair, Board of Education) (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County
LEA: Lee County Schools: 530
Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: JR Ingram Elementary: HVAC change out of equipment
Location: 3309 Wicker Street Sanford NC 27330
Type of Facility: K-5th Grade school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for the office area, server room, and replace electrical panel

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|-------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 100,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 100,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 100,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

03-18-2024
(Date)


(Signature — Chair, Board of Education)

03.12.24
(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County
 LEA: Lee County Schools: 530
 Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
 Title: Director of Facilities
 Phone: 919-776-4013

Project Title: Lee County High School security gates
 Location: 1708 Nash Street Sanford NC 27330
 Type of Facility: 9 - 12 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Removal of swinging gates at four entrances and having them replaced with permanent door access entry and an automatic gate for behind cafeteria

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|-------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 250,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 250,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 250,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

[Signature]
 (Signature — Chair, County Commissioners)

03-18-2024
 (Date)

[Signature]
 (Signature — Chair, Board of Education)

03.12.24
 (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____
Date: _____

County: Lee County
LEA: Lee County Schools: 530
Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: Lee County High School: HVAC change out of existing boiler and two fan coil controllers
Location: 1708 Nash Street Sanford NC 27330
Type of Facility: 9 -12 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out the existing boiler in the cafeteria and to change two fan controllers on admin air handlers

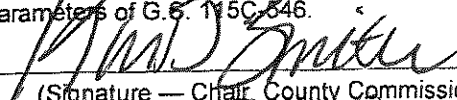

Estimated Costs:

| | |
|------------------------------------|----------------------|
| Purchase of Land _____ | \$ _____ |
| Planning and Design Services _____ | _____ |
| New Construction _____ | _____ |
| Additions / Renovations _____ | 150,000.00 |
| Repair _____ | _____ |
| Debt Payment / Bond Payment _____ | _____ |
| TOTAL _____ | \$ 150,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 150,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 (Signature — Chair, County Commissioners) 03-18-2024 (Date)
 (Signature — Chair, Board of Education) 03.12.24 (Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County
LEA: Lee County Schools: 530
Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: Tramway Elementary: HVAC change out of equipment
Location: 360 Center Church Road Sanford NC 27330
Type of Facility: K-5th Grade school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for the server room, change out the control valves on air handlers and fan coil units and change out pump motors and seals.

Estimated Costs:

| | | | |
|------------------------------|-------|-----------|------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 90,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 90,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 90,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.


(Signature — Chair, County Commissioners)

03-18-2024
(Date)


(Signature — Chair, Board of Education)

03.12.24
(Date)

**APPLICATION
PUBLIC SCHOOL BUILDING CAPITAL FUND
NORTH CAROLINA EDUCATION LOTTERY**

Approved: _____

Date: _____

County: Lee County
LEA: Lee County Schools: 530
Address: 2000 Nash Street Sanford NC 27330

Contact Person: Chris McNeill
Title: Director of Facilities
Phone: 919-776-4013

Project Title: West Lee Middle: HVAC change out of equipment
Location: 3301 Wicker Street Sanford NC 27330
Type of Facility: 6 - 8 school

North Carolina General Statutes, Chapter 18C, provides that a portion of the proceeds of the North Carolina State Lottery Fund be transferred to the Public School Building Capital Fund in accordance with G.S. 115C-546.2. Further, G.S. 115C-546.2 (d) has been amended to include the following:

- (3) No county shall have to provide matching funds...
- (4) A county may use monies in this Fund to pay for school construction projects in local school administrative units and to retire indebtedness incurred for school construction projects.
- (5) A county may not use monies in this Fund to pay for school technology needs.

As used in this section, "Public School Buildings" shall include only facilities for individual schools that are used for instructional and related purposes, and does not include central administration, maintenance, or other facilities. **Applications must be submitted within one year following the date of final payment to the Contractor or Vendor.**

Short description of Construction Project: Contractor to change out HVAC equipment for A & B wing, server room, health rooms, and the STEM lab



Estimated Costs:

| | | | |
|------------------------------|-------|-----------|------------------|
| Purchase of Land | _____ | \$ | _____ |
| Planning and Design Services | _____ | | _____ |
| New Construction | _____ | | _____ |
| Additions / Renovations | _____ | | 80,000.00 |
| Repair | _____ | | _____ |
| Debt Payment / Bond Payment | _____ | | _____ |
| TOTAL | _____ | \$ | 80,000.00 |

Estimated Project Beginning Date: April 1, 2024 Est. Project Completion Date: August 1, 2024

We, the undersigned, agree to submit a statement of state monies expended for this project within 60 days following completion of the project.

The County Commissioners and the Board of Education do hereby jointly request approval of the above project, and request release of \$ 80,000.00 from the Public School Building Capital Fund (Lottery Distribution). We certify that the project herein described is within the parameters of G.S. 115C-546.

 (Signature — Chair, County Commissioners) 03-18-2024 (Date)
 (Signature — Chair, Board of Education) 03.12.24 (Date)

LEE COUNTY
SCHOOLS

INSPIRED.

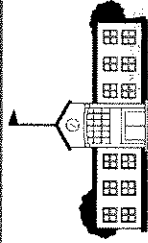
FY 2024-25

Recommended Budget

Budget Goals



People



Property



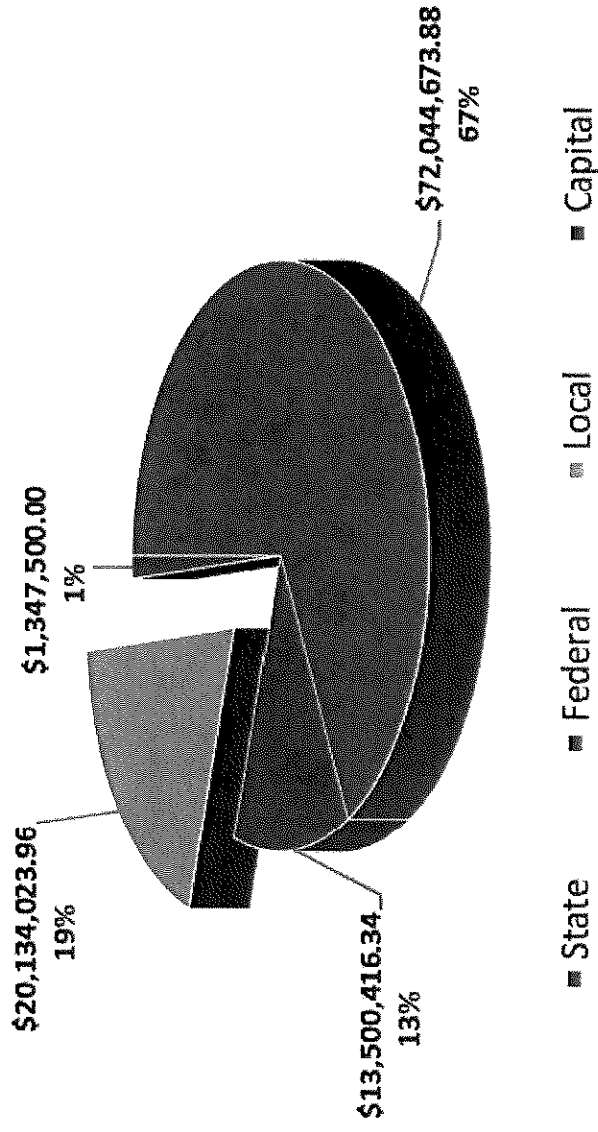
Performance

Budget Challenges

- ESSER funding expires September 2024
- Retaining, recruiting, and rewarding a high quality workforce
- Inflation
- Supplementing program areas with alternate funding sources
- Increased services and funding provided to Charter schools

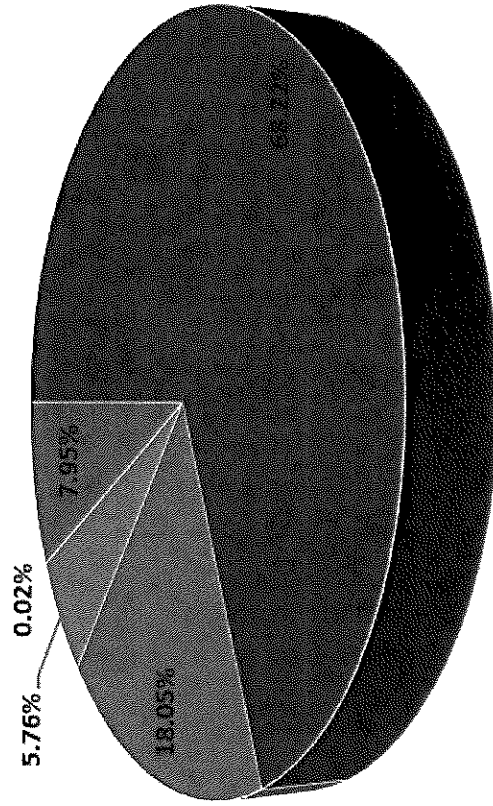
Funding Sources

Local - Current Expense
% of Total Budget 2023-2024



Local Funding Breakdown

Current Expense Analysis FY 22/23
Breakout by Category



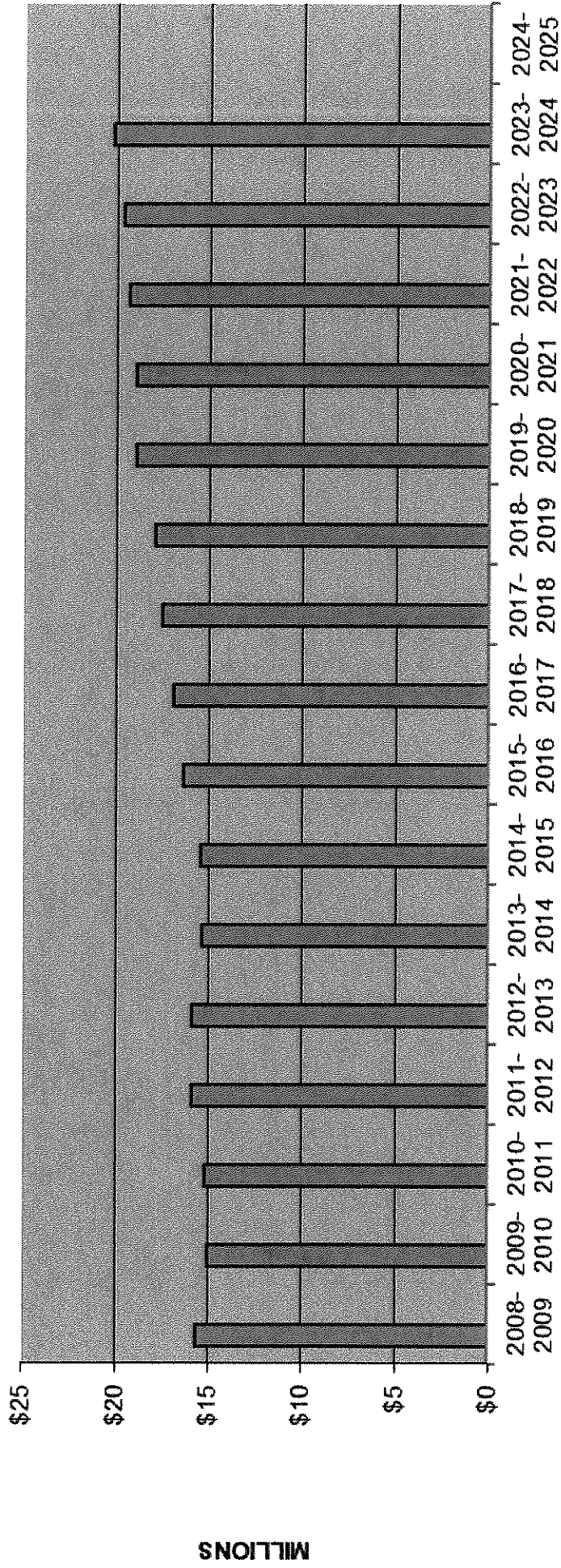
- Salaries & Benefits (100-299)
- Purchased Services - 300
- Supplies & Materials - 400
- Capital Outlay - 500
- Charter School Payments - 700

CURRENT

Historical Allocations

| BUDGET YEAR | TOTAL REQUEST | CE ALLOCATION | SPECIAL ALLOCATION | TOTAL ALLOCATION | % INC |
|------------------|------------------|------------------|--------------------|------------------|-----------------|
| 2008-2009 | \$ 16,067,222.00 | \$ 15,602,134.00 | | \$ 15,602,134.00 | 15.55% |
| 2009-2010 | \$ 15,602,134.00 | \$ 14,978,050.00 | | \$ 14,978,050.00 | -4.00% |
| 2010-2011 | \$ 15,445,974.00 | \$ 15,178,050.00 | | \$ 15,178,050.00 | 1.34% |
| 2011-2012 | \$ 19,228,291.00 | \$ 15,338,050.00 | \$ 500,000.00 | \$ 15,838,050.00 | 4.35% |
| 2012-2013 | \$ 19,125,962.00 | \$ 15,338,050.00 | \$ 500,000.00 | \$ 15,838,050.00 | 0.00% |
| 2013-2014 | \$ 18,619,423.00 | \$ 15,338,050.00 | \$ - | \$ 15,338,050.00 | -3.16% |
| 2014-2015 | \$ 18,761,103.00 | \$ 15,338,050.00 | \$ 42,000.00 | \$ 15,380,050.00 | 0.27% |
| 2015-2016 | \$ 18,453,579.00 | \$ 16,312,278.00 | \$ - | \$ 16,312,278.00 | 6.06% |
| 2016-2017 | \$ 18,169,819.00 | \$ 16,862,278.00 | \$ - | \$ 16,862,278.00 | 3.37% |
| 2017-2018 | \$ 18,996,527.00 | \$ 17,512,278.00 | \$ - | \$ 17,512,278.00 | 3.85% |
| 2018-2019 | \$ 19,583,881.00 | \$ 17,862,278.00 | \$ - | \$ 17,862,278.00 | 2.00% |
| 2019-2020 | \$ 20,226,298.00 | \$ 18,912,278.00 | \$ - | \$ 18,912,278.00 | 5.88% |
| 2020-2021 | \$ 18,912,278.00 | \$ 18,912,278.00 | \$ - | \$ 18,912,278.00 | 0.00% |
| 2021-2022 | \$ 20,387,278.00 | \$ 19,290,524.00 | \$ - | \$ 19,290,524.00 | 2.00% |
| 2022-2023 | \$ 20,951,491.00 | \$ 19,610,524.08 | \$ - | \$ 19,610,524.08 | 1.66% |
| 2023-2024 | \$ 20,951,491.00 | \$ 20,134,023.96 | \$ - | \$ 20,134,023.96 | 2.67% |
| 2024-2025 | \$ - | \$ - | \$ - | \$ - | -100.00% |

Historical Allocations



COUNTY ALLOCATION

Challenge - ESSER funding expires September 2024

Previous

| ESSER Related Positions - FY 23-24 | |
|---------------------------------------|-------------|
| Federal Programs Director | 1 |
| Dean of Students @ each Middle School | 3 |
| AP Position | 1 |
| Retired Teacher on Contract | 2 |
| Teacher | 2 |
| Retired Guidance | 1 |
| Social Workers | 2 |
| Guidance | 2 |
| Curriculum Coach @ each Middle School | 3 |
| Teacher Assistant | 6 |
| Translator | 1 |
| Nurse | 1.2 |
| FAFSA Coordinator @ SLHS | 1 |
| Total Positions | 26.2 |

Current

| Description | # |
|---------------------------------------|-----------|
| Federal Programs Director | 1 |
| Dean of Students @ each Middle School | 3 |
| Social Workers | 2 |
| Guidance | 1 |
| Curriculum Coach @ each Middle School | 3 |
| Translator | 1 |
| Nurse | 2 |
| FAFSA Coordinator @ SLHS | 1 |
| Total Positions | 14 |

Challenge - Retaining, recruiting and rewarding a high quality workforce

NC Attrition Rate = 9.1% (2022)

Lee County Attrition Rate = 14.6% (2022)

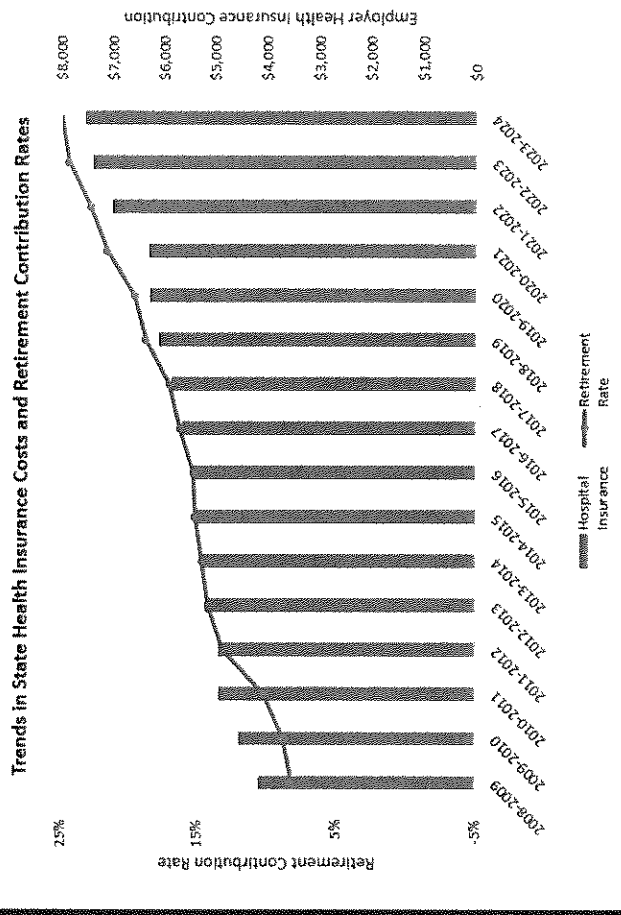
National Education Association estimates that districts spend an average of \$20,000 on training a new teacher each time a teacher leaves the district.

| | January 18, 2024 | | February 13, 2024 | |
|-----------------|--|------------|--|------------|
| | Certified | Classified | Certified | Classified |
| Bragg | 0 | 0 | 0 | 0 |
| Broadway | 1 | 2 | 1 | 2 |
| Bullock | 4 | 4 | 3 | 3 |
| Deep River | 0 | 4 | 0 | 4 |
| East Lee Middle | 6 | 1 | 5 | 1 |
| J. Glenn Edwar | 5 | 5 | 5 | 5 |
| Floyd Knight | 2 | 9 | 3 | 9 |
| Greenwood | 1 | 4 | 0 | 4 |
| Central Office | 1 | 3 | 1 | 3 |
| J.R. Ingram | 4 | 4 | 4 | 4 |
| Lee Early Colle | 0 | 0 | 1 | 0 |
| Lee Co. High | 13 | 6 | 14 | 7 |
| San Lee Middle | 1 | 0 | 1 | 0 |
| Southern Lee | 6 | 8 | 8 | 8 |
| Tramway | 0 | 3 | 0 | 3 |
| Warren Willia | 0 | 4 | 0 | 4 |
| W. B. Wickler | 2 | 6 | 1 | 6 |
| West Lee Midd | 6 | 1 | 6 | 1 |
| Maintenance | n/a | 0 | n/a | 0 |
| Transportation | n/a | 0 | n/a | 0 |
| District Wide | 1 | 0 | 1 | 0 |
| | Psychologist, 1 EC | | Psychologist, 1 EC | |
| | Homebound Teacher PT, 1 | | Homebound Teacher PT, 1 | |
| | Elem PT job share, 1 MG | | Elem PT job share, 1 MG | |
| | PT Job Share, 1 secondary PT job share | | PT Job Share, 1 secondary PT job share | |
| | 1 Inst. Asst PT job Share, 3 CN PT | | 1 Inst. Asst PT job Share, 3 CN PT | |
| Totals | 57 | 68 | 58 | 68 |

Challenge - Inflation

Personnel

| | 2020-2021 | 2021-2022 | 2022-2023 | % Increase |
|-----------------|----------------|----------------|----------------|------------|
| Supplements | \$3,956,262.33 | \$3,990,137.70 | \$4,226,527.42 | 6.8% |
| Retirement | \$1,744,993.77 | \$2,148,181.90 | \$2,754,490.38 | 57.8% |
| Hospitalization | \$531,226.34 | \$800,450.62 | \$953,000.99 | 79.4% |

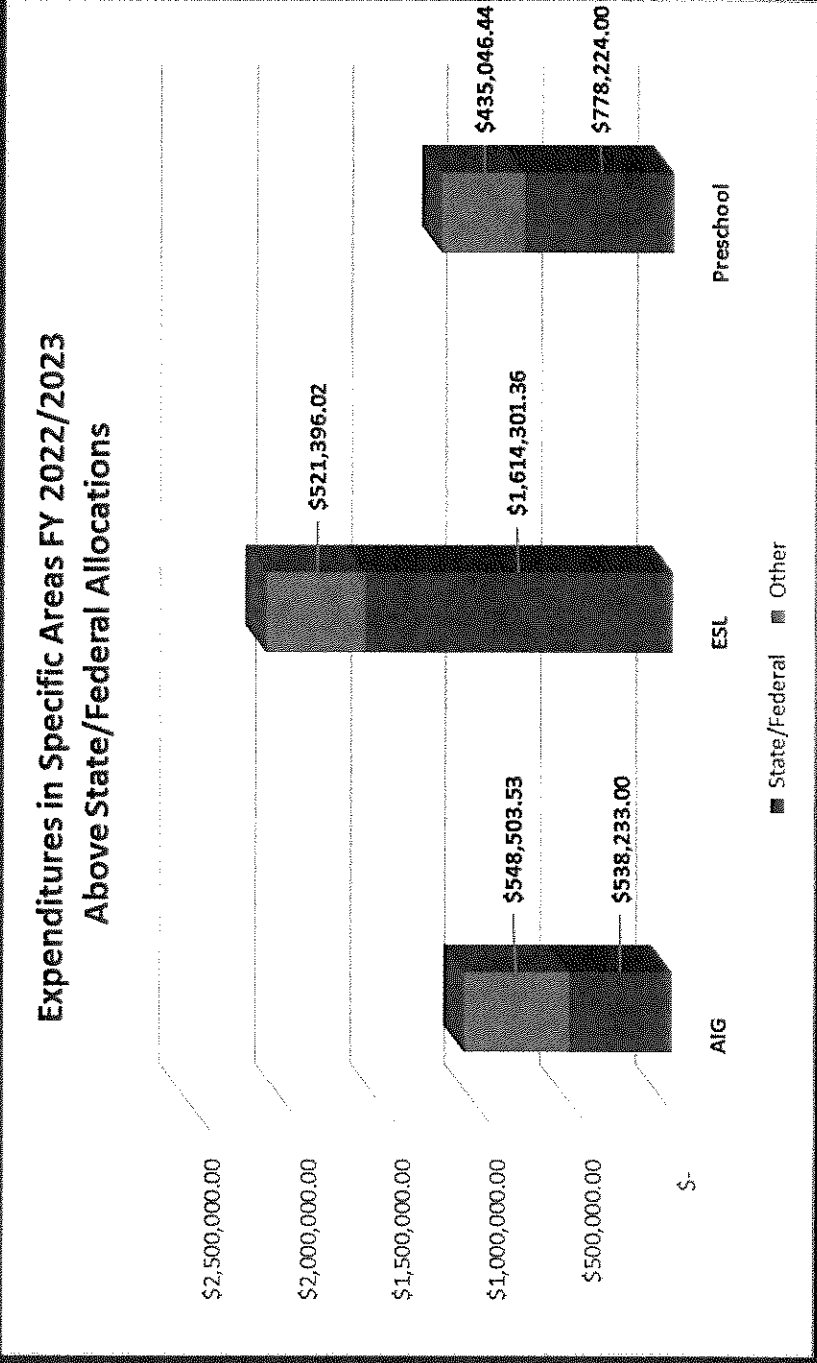


Challenge - Inflation

Insurance / Utilities / Supplies

| | 2020-2021 | 2021-2022 | 2022-2023 | % Increase |
|-----------------------------|----------------|----------------|----------------|------------|
| Insurance Costs | \$439,959.76 | \$450,018.94 | \$543,108.93 | 23.4% |
| Utility Costs | \$2,526,161.70 | \$3,011,909.30 | \$3,130,411.63 | 23.9% |
| Custodial Supplies COVID | \$1,634,579.50 | \$413,973.57 | \$518,054.20 | 25.1% |

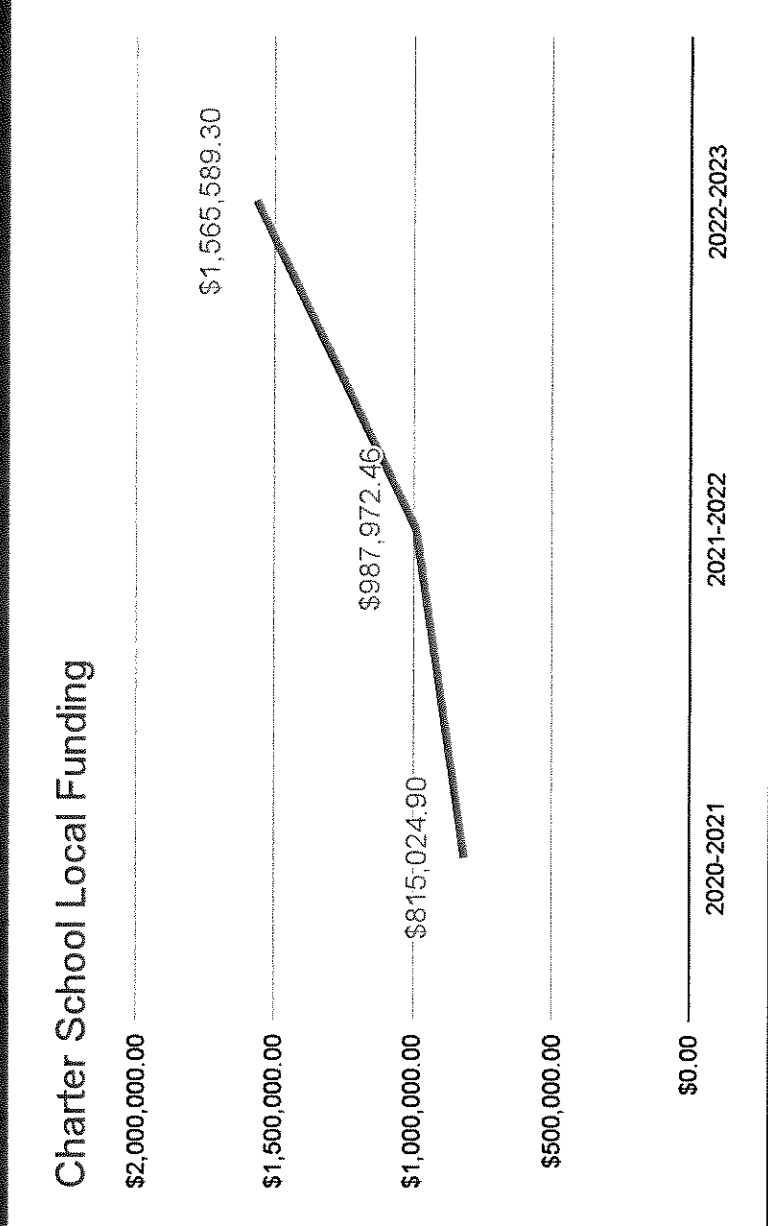
Challenge - Supplementing program areas with alternate funding sources



Challenge - Increased services and funding provided to Charter schools

*782 students

- Cumberland
- Guilford
- Harnett
- Lee
- Moore
- Randolph
- Wake



Opportunities

#1 - Implement New Pay Plan

#2 - Restore Master's Pay Locally

#3 - Operational Increases

#4 - Personnel Requests

#1 Implement New Pay Plan

Request:

Implement new recommended pay plan for 885 employees = \$3,456,467.83 (includes SS matching & retirement)

Data to Support Request:

Evergreen pay and classification study for Lee County Schools.

Implement New Pay Plan

| Group | Option | Total Cost | Cost of Benefits (SS Matching, & Retirement) | TOTAL | # of Employees Impacted |
|------------------|------------------------------|----------------|--|----------------|-------------------------|
| Classified | Class Year Parity | \$2,028,685.27 | \$662,771.48 | \$2,691,456.75 | 624 |
| Certified | Updated supplement structure | \$290,357.42 | \$94,859.77 | \$385,217.19 | 205 |
| Principals / APs | Updated supplement structure | \$88,910.08 | \$29,046.92 | \$117,957.00 | 33 |
| Central Office | Class Year Parity | \$197,359.53 | \$64,477.36 | \$261,836.89 | 23 |
| TOTALS: | | \$2,605,312.30 | \$851,155.53 | \$3,456,467.83 | 885 |

Class Year Parity = employee gets credit for number of years within same job classification at the newly proposed scale.

Certified - Updated Supplement Structure Details

| Years | Lee | Peer Average | Difference | Years | Lee | Peer Average | Difference |
|-------|--------|--------------|------------|-------|--------|--------------|------------|
| 0 | 10.00% | 9.56% | 0.44% | 16 | 10.00% | 9.66% | 0.34% |
| 1 | 10.00% | 9.43% | 0.57% | 17 | 10.00% | 9.75% | 0.25% |
| 2 | 10.00% | 9.35% | 0.65% | 18 | 10.00% | 9.81% | 0.19% |
| 3 | 10.00% | 8.80% | 1.20% | 19 | 10.00% | 9.87% | 0.13% |
| 4 | 10.00% | 8.76% | 1.24% | 20 | 10.00% | 10.40% | -0.40% |
| 5 | 10.00% | 9.16% | 0.84% | 21 | 10.00% | 10.59% | -0.59% |
| 6 | 10.00% | 9.40% | 0.60% | 22 | 10.00% | 10.63% | -0.63% |
| 7 | 10.00% | 9.30% | 0.70% | 23 | 10.00% | 10.70% | -0.70% |
| 8 | 10.00% | 9.25% | 0.75% | 24 | 10.00% | 10.78% | -0.78% |
| 9 | 10.00% | 9.21% | 0.79% | 25 | 10.00% | 11.36% | -1.36% |
| 10 | 10.00% | 9.24% | 0.76% | 26 | 10.00% | 11.68% | -1.68% |
| 11 | 10.00% | 9.39% | 0.61% | 27 | 10.00% | 11.77% | -1.77% |
| 12 | 10.00% | 9.44% | 0.56% | 28 | 10.00% | 11.86% | -1.86% |
| 13 | 10.00% | 9.36% | 0.64% | 29 | 10.00% | 11.95% | -1.95% |
| 14 | 10.00% | 9.40% | 0.60% | 30 | 10.00% | 12.01% | -2.01% |
| 15 | 10.00% | 9.38% | 0.62% | 31+ | 10.00% | 12.07% | -2.07% |

| Years | % |
|-------|-----|
| 0-15 | 10% |
| 16-20 | 11% |
| 21-25 | 12% |
| 26 + | 13% |

\$385,217.19

#2 Restore Master's Pay Locally

Request:

Restore Master's pay locally = \$202,815.00*

*This number is based on the current number of employees and will fluctuate based on new hires and attrition.

Data to Support Request:

In 2013, the North Carolina General Assembly ended state-funded master's pay for teachers who began their degree programs after that year. Wake County used local funding to restore master's pay in 2023 and several surrounding districts are in discussions to do the same. Based on exit interviews and information provided by school administrators, since July 2023 there has been a significant increase in the number of teachers indicating that payment for advanced degrees was a factor in their departure. Private and Charter schools also have the financial flexibility to offer master's pay to their employees during the hiring process.

Master's Pay Breakdown

Teachers 94%
Support 6%

Estimated Cost: \$202,815.00

*This number is based on the current number of employees and will fluctuate based on new hires and attrition.

#3 Operational Increases

Request:

Operational costs increases = \$981,633.37

Data to Support Request:

Data shared earlier in this presentation outlines a significant increase in personnel costs paid from local funds as well as increased costs of insurance, utilities and supplies due to inflation.

- Supplements: approximately 10% of positions paid from local funds = \$27,026.51 increase
- Retirement: approximately 10% of positions paid from local funds = \$100,949.66 increase
- Hospitalization: approximately 10% of positions paid from local funds = \$42,177.47 increase
- Insurance: \$103,149.17 increase
- Utilities: \$604,249.93 increase
- Supplies: \$104,080.63 increase

#4 Personnel Requests

Request:

Additional personnel requested in the area of Behavior Support (2), English Language (ESL) (2) and funding to maintain two nursing positions currently paid from ESSER funding = \$512,550.00

Data to Support Request:

- Increased number of behavior issues require more supports for students, parents and employees. These individuals will provide supports, recommendations and interventions for regular education students with severe behavioral issues.
- Funding for ESL from the state is capped at 10.6% of ADM rather than actual ADM (average daily membership) and federal funds are calculated based on 80% of the state's share of federal funds. Currently, 17.6% of our district's population are identified as ESL.
- Nurses are needed in every school in our district and nursing logs indicate the increased frequency of student visits, parent conversations and overall school involvement.

Opportunities Overview

#1 - Implement New Pay Plan = \$3,456,467.83

#2 - Restore Master's Pay = \$202,815.00

#3 - Operational Increases = \$981,633.37

#4 - Personnel Requests = \$512,550.00

Requested Increase: \$5,153,466.20

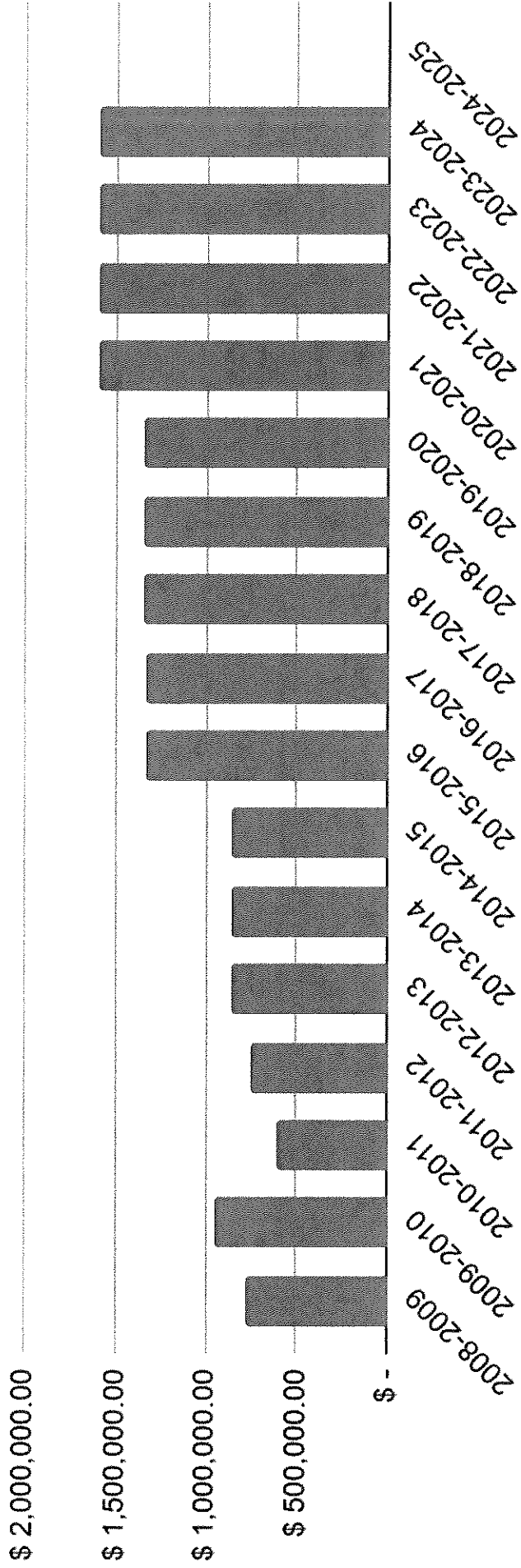
Total Request: \$25,287,490.16

CAPITAL

Historical Allocations

| BUDGET YEAR | TOTAL REQUEST | CO ALLOCATION | SPECIAL ALLOCATION | TOTAL ALLOCATION | LOTTERY | % INCREASE |
|------------------|-----------------|-----------------|--------------------|------------------|-----------------|------------|
| 2009-2009 | \$ 4,569,108.00 | \$ 777,268.00 | | \$ 777,268.00 | \$ 1,465,619.00 | -3.01% |
| 2009-2010 | \$ 3,028,262.00 | \$ 746,177.00 | \$ 207,654.00 | \$ 953,831.00 | \$ 1,000,000.00 | 22.72% |
| 2010-2011 | \$ 2,410,744.00 | \$ 396,177.00 | \$ 207,654.00 | \$ 603,831.00 | \$ 1,042,636.00 | -36.69% |
| 2011-2012 | \$ 1,880,969.00 | \$ 546,177.00 | \$ 207,654.00 | \$ 753,831.00 | \$ 756,500.00 | 24.84% |
| 2012-2013 | \$ 1,476,700.00 | \$ 850,331.00 | | \$ 850,331.00 | \$ 970,650.00 | 12.80% |
| 2013-2014 | \$ 1,486,958.00 | \$ 850,331.00 | | \$ 850,331.00 | \$ 700,000.00 | 0.00% |
| 2014-2015 | \$ 1,548,500.00 | \$ 850,331.00 | | \$ 850,331.00 | \$ 700,000.00 | 0.00% |
| 2015-2016 | \$ 1,582,000.00 | \$ 1,337,445.00 | | \$ 1,337,445.00 | \$ 784,000.00 | 57.29% |
| 2016-2017 | \$ 1,810,000.00 | \$ 1,347,506.04 | | \$ 1,337,445.00 | \$ 685,049.00 | 0.00% |
| 2017-2018 | \$ 1,604,000.00 | \$ 1,347,506.00 | | \$ 1,347,506.00 | \$ 685,000.00 | 0.75% |
| 2018-2019 | \$ 2,427,000.00 | \$ 1,347,506.00 | | \$ 1,347,506.00 | \$ 685,000.00 | 0.00% |
| 2019-2020 | \$ 1,807,000.00 | \$ 1,347,506.00 | | \$ 1,347,506.00 | \$ 685,000.00 | 0.00% |
| 2020-2021 | \$ 1,347,506.00 | \$ 1,347,506.00 | \$ 253,000.00 | \$ 1,600,506.00 | \$ 685,000.00 | 18.78% |
| 2021-2022 | \$ 1,347,506.00 | \$ 1,347,506.00 | | \$ 1,600,506.00 | \$ 685,000.00 | 0.00% |
| 2022-2023 | \$ 1,347,506.00 | \$ 1,347,506.00 | | \$ 1,600,506.00 | \$ 685,000.00 | 0.00% |
| 2023-2024 | \$ 1,347,506.00 | \$ 1,347,506.00 | | \$ 1,600,506.00 | \$ 685,000.00 | 0.00% |
| 2024-2025 | | | | \$ - | | |

Historical Allocations



Capital Outlay Request

Projects

Furniture & Equipment

Technology

Vehicles

Projects

| Priority | Category I Projects | School/Dept. | Amount |
|---------------------------------|---|---------------------------|-------------------|
| | Replace handrails | Bragg Street Academy | 1,200.00 |
| | Additional lights in the bus parking lot | East Lee Middle | 10,000.00 |
| | Repair ramps at mobile units | Edwards Elem. | 5,000.00 |
| | Bus awning needs to be extended | Floyd L. Knight | 8,000.00 |
| 1 | Sidewalk Shelter | Floyd L. Knight | 15,000.00 |
| | Emergency road to back of school | Greenwood Elem. | 50,000.00 |
| | Additional outside lighting (on building and in parking lots) | Ingram Elem. | 20,000.00 |
| | Redo outdoor ramps | Lee Early College | 10,000.00 |
| | Fence at woodland | Tramway Elem. | 50,000.00 |
| | Two school entrance doors with intercoms | Warren Williams Preschool | 250,000.00 |
| 2 | In House Construction | Various Locations | 200,000.00 |
| 3 | Replace carpet in the front office and replace media center | East Lee Middle | 25,000.00 |
| 4 | Carpet removed from front office | Deep River Elem. | 3,000.00 |
| 5 | Removal of carpet from front office area | Broadway Elem. | 20,000.00 |
| 6 | Replace carpet in Room 207 | Southern Lee High | 12,000.00 |
| 7 | Carpet removal | Bragg Street Academy | 17,500.00 |
| 8 | Carpet replacement | West Lee Middle | 25,000.00 |
| 9 | Paved Walkway (east side of building) | BT Bullock Elem. | 6,500.00 |
| 10 | Repave walking track | Deep River Elem. | 3,000.00 |
| 11 | Seal & stripe the parking lots | East Lee Middle | 40,000.00 |
| 12 | Sand and repaint gym floor | San Lee Middle | 25,000.00 |
| Category I Project Total | | | 796,200.00 |

Furniture & Equipment

| <u>Category II Furniture & Equipment</u> | <u>School/Dept.</u> | <u>Amount</u> |
|--|---------------------|-------------------|
| Replacement of fabric cubicles in finance | Finance Department | 55,000.00 |
| Furniture Replacement | Various Locations | 150,000.00 |
| Category II Furniture & Equipment Total | | 205,000.00 |

Technology

| <u>Category II Technology</u> | <u>School/Dept.</u> | <u>Amount</u> |
|-------------------------------------|---------------------|-------------------|
| Chromebook Refresh | Technology | 250,000.00 |
| Category II Technology Total | | 250,000.00 |

Vehicles

| <u>Category III Vehicles</u> | <u>School/Dept.</u> | <u>Amount</u> |
|--|---------------------|-------------------|
| Mini Digger and scissor lift | Maintenance | 45,000.00 |
| 3 vans & 2 trucks | Maintenance | 250,000.00 |
| Forklift | Transportation | 20,000.00 |
| Large Diesel Exhaust Fluid tank to service buses | Transportation | 3,000.00 |
| Work beds for all existing service trucks | Transportation | 55,000.00 |
| Activity Buses (2) | Transportation | 280,000.00 |
| Replacement of fleet vehicles (3) | Transportation | 90,000.00 |
| Category III Vehicles Total | | 743,000.00 |

FYI Items

- Will develop a vehicle rotation list
 - 20 years / 150,000 miles
- Truck bed purchase
 - Regular truck bed to service truck bed



Capital Funding Remaining Funds - FY 23-24

- \$1,347,500.00
 - Expenditures YTD: \$937,335.69
 - Balance: \$410,164.31
 - Outstanding projects to be completed this year: \$155,500.00
 - Remaining Balance: \$254,664.31

Lottery Spend Down Proposal

Lottery Funds Spend Down Proposal 2023-2028

| Public School Building Capital Fund (Lottery) | 2023-2024 | 2024-2025 | 2025-2026 | 2026-2027 | 2027-2028 |
|---|----------------|----------------|--------------|--------------|--------------|
| HVAC changeout and upgrades at various schools (Broadway, Deep River, Tramway, BT Bullock, Edwards, JR Ingram, West Lee, East Lee, Greenwood, Lee County High/Cafe Boiler), Floyd Knight) | \$1,443,000.00 | | | | |
| J R Ingram School--New flooring throughout school | \$300,000.00 | | | | |
| Greenwood Elementary School--New flooring throughout school | \$400,000.00 | | | | |
| Lee County High School--Replace walkthrough gates with brick entrances and automatic truck gate behind cafeteria | \$250,000.00 | | | | |
| Upgrade schools w/ security entrance Broadway, BT Bullock, Deep River, Tramway, Greenwood, JR Ingram, J Glenn Edwards, Floyd L Knight, Bragg Street, and Warren Williams | \$1,500,000.00 | | | | |
| Painting of schools inside and outside | | | \$100,000.00 | \$100,000.00 | \$100,000.00 |
| Southern Lee High School--Changing lighting to LED | | | \$400,000.00 | | |
| JR Ingram and J Glenn Edwards--Changing lighting to LED | | | | \$600,000.00 | |
| Parking Lots--Repairing parking lots | | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 |
| Total | \$2,393,000.00 | \$1,800,000.00 | \$700,000.00 | \$900,000.00 | \$300,000.00 |
| Estimate Lottery Allotment (Yearly) | \$672,000.00 | \$672,000.00 | \$672,000.00 | \$672,000.00 | \$672,000.00 |
| Balance as of June of each year | \$2,364,672.73 | \$1,643,672.73 | \$487,672.73 | \$259,672.73 | \$631,672.73 |
| Repair & Renovation Fund | | | | | |
| Restroom renovations | \$500,000.00 | | | | |
| Balance | \$1,107,946.85 | \$607,946.85 | | | |

Capital Outlay Request

Projects = \$796,200.00

Furniture & Equipment = \$205,000.00

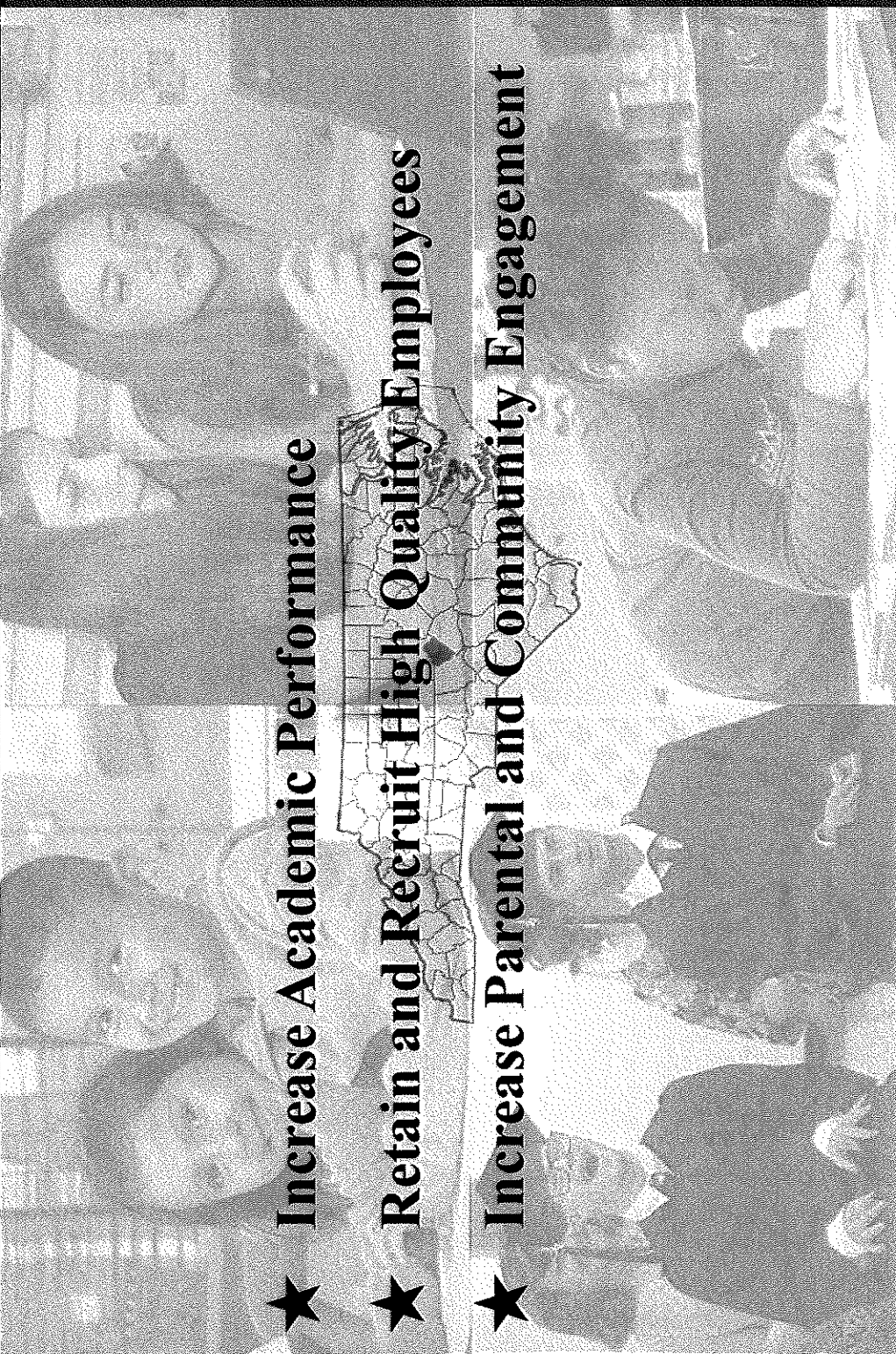
Technology = \$250,000.00

Vehicles = \$743,000.00

TOTAL REQUEST: \$1,994,200.00

LCS Cost Savings 23-24

| Activity/Action | Cost Savings |
|--|---|
| Restructure of Central Office | \$206,721.78 |
| Technology Purchases -Bus internet (\$81,192.38) -Google Workspace (\$9,625.00 over three years) | \$90,817.38 |
| Safety Grant | \$300,000.00 |
| Innovative Partnership Grant (BSA) | \$96,333.33 (each year for three years) |
| Community Eligibility Program (CEP) | \$28,000.00 |
| SLHS Pod (Purchase of eight vs. (2) four classrooms) | \$111,927.00 |
| TOTAL: | \$833,799.49 |



- ★ **Increase Academic Performance**
- ★ **Retain and Recruit High Quality Employees**
- ★ **Increase Parental and Community Engagement**

QUESTIONS?

References

- General Statutes - https://www.ncleg.net/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_115C/Article_31.pdf
 - G.S.115C-426 (e)
 - G.S.115C-426 (f)
- Performance Audit
- Pay Study
- Staffing Study

County Manager's Report – March 18, 2024

Ongoing Projects

Lee County Athletic Park – Construction progress is currently ahead of schedule with the primary focus on earthwork, storm water and erosion control, and sewer installation. Water, NCDOT, and Zoning Permits have been received. Applications for building permits have been submitted. Field light supplier has met with staff and contractor on site to begin plans for lighting installation coordination. Staff has been working with Sanford Contractors and McAdams to review and consolidate additional change order requests that have been submitted. These change orders are included on the March 18th Board of Commissioners Agenda. McAdams and Sanford Contractors will be presenting these items at the March 18th meeting and will be available to answer any questions.

Phase I & II Parks Projects – Kiwanis Children's Park and Temple Park –

Temple: Shelter/restroom combination has been constructed. Sewer and water connections to the restroom have been completed. Duke Energy is planning to complete the power connection in mid to late March. The playground installation is complete. Concrete has been added for ADA accessibility to the playground and shelter. Drainage has been an issue that staff is working with the contractor to address. Staff is hosting the first Pop Up in the Park on April 13th from 11:00 a.m. – 1:00 p.m. at Temple Park to showcase the new improvements. Hot dogs and bottled water will be provided to the public.

Kiwanis Children's Park: Phase 2 consists of an additional playground (for smaller children), new restrooms, new sidewalks, and new fencing. The project was sent out to bid and posted on the Lee County website January 12. The original bid opening date occurred on February 15, 2024. Only two bids were received. The project has been rebid with a deadline of March 21st at 10:00 a.m.

OT Sloan Park Accessibility Project: Consists of updates to the current bathrooms, a new ADA playground, new sidewalks, parking improvements, new lighting, and new fencing. The bid for this project was posted on the Lee County website on January 12. The original bid opening date was February 15, 2024. Only two bids were received. The re-bid opening date is set for March 21st at 10:00 a.m.

Library Building Project – Staff is continuing to work with Vines Architecture and Sanford/Samet Contractors (CMAR) to finalize construction documents. Based on cost estimates received, additional value adjustments have been made to the project to prepare for the bid process that will begin in April. The outside sewer connection for the new library site went out to bid on February 1st and closed on February 28, 2024. Bids came in within the anticipated budget amount. This item has been included on the March 18th Board of Commissioners' agenda for approval so off-site sewer connection can be completed ahead of the main site construction. Staff is preparing for financing of the project to occur following the receipt of the guaranteed maximum price (GMP) in June, which will be provided to support the debt application to the Local Government Commission (LGC). Bond counsel has scheduled the financing approval with the LGC to occur in July. An updated project schedule will be provided to the Board at the March 18th meeting.

Historic Courthouse – Hobbs Architects is currently working on finalizing Construction Documents (CD) set for the historic courthouse after receiving comments from NCSHPO (North Carolina State Historic Preservation Office) on the Design Development (DD) documents. Target date for CD completion was end of February, but NCSHPO requested additional add alternates to be delineated in the CD document set which resulted in pushing completion dates out two weeks. Hobb's Architects will provide updated cost estimates at the end of the CD set, to allow Lee County to prioritize work. Currently top priority will focus on roof replacement plus parapet masonry repairs above the cornice. If additional funds are available, Lee County may choose to fund Bid Alternates depending on the bid results. Hobb's and NCSHPO were onsite at the courthouse February 15, 2024, for final inspections of the building to prepare the final specifications for the project. August 2024 is the spending deadline for the ESHPF (Emergency Supplemental Historic Preservation Fund) grant. Staff anticipates the need to submit for an extension request. Lee County is also working with Hobb's Architects to help select a contractor to perform repair work on the window lintels, which will be addressed outside of the ESHPF grant directly by Lee County.

Lee County Jail Feasibility Study – Moseley continues to move forward on the feasibility study. They have completed bed projections, engineering assessments and are putting the finishing touches on two separate development options based on information and data received from the planning committee. Once the full recommendations on both options have been developed, an opinion on probably cost will be provided. Both options will be discussed by the planning committee prior to the study being finalized and reported to the Board.

Comprehensive Fire Services Study and Long-Range Plan – At this time, NC Fire Chief Consulting has completed interviews with fire departments, County staff, and elected officials. The firm has also completed the apparatus and fire station facility evaluations, facilitated an on-site 9-1-1 communications review, and performed a hazard and community risk analysis. A survey has been advertised and is accessible via the County's website and social media for the solicitation of public input regarding fire service. The survey will be available through March 15, 2024. There is also a separate survey that was issued to members of each fire department to get their operational feedback on service. The report will be finalized in April and presented to the Fire Advisory Board, Fire Chiefs, and Board of Commissioners in May 2024.

O.T. Sloan Aquatic Study – After issuing a request for proposals, staff has acquired CPL (an engineering firm) to conduct a facility study of the existing pools, pump room and bathhouse at O.T. Sloan pool, which will serve as a road map for future facility improvements and will provide valuable budget information for capital improvement planning. This study was approved as a part of the FY 2023-2024 budget. The pool was originally constructed in the 1970's and is frequently utilized by the public for seasonal recreation for general swimming open to the public, swim lessons, water aerobics, swim teams, and rentals. Over the years, the facility has encountered growing issues with leaks, delamination, and cracking in the joints. The study will evaluate the current facility and prepare a facility site plan with recommendations for renovations and improvements. The study will seek public input in the form of one in-person meeting and two virtual focus group meetings. These input sessions will provide the public with the opportunity to review site plans and accommodations, make recommendations, and provide user input. Input sessions are scheduled for March 23, 2024, in conjunction with the County's Easter event, "Eggapalooza", followed by virtual focus groups on Monday, March 25th and the final virtual focus group in early April. The study is estimated to take 6 months to complete. A presentation will be made to the Board at the conclusion of the study.

Reports

Tax – The Tax Department Collections report for February 2024 is attached.

Building Inspections – Attached is the monthly inspections report for February 2024.

TRC – The TRC Agenda for March 2024 is attached.

Library Board of Trustees – The Director's Report for February 2024 is attached. The BOT has moved their meeting schedule to meeting every other month. The next meeting is scheduled for March 13, 2024, at 5:30 p.m. at the Main Library.

Parks and Recreation – The signed January meeting minutes are attached.

Upcoming Meetings/Events:

March 19, 2024 – STARS Rewards and Recognition – Wicker Room, LCGC – 8:30 a. m.

March 29, 2024 – Lee County Government Offices closed for Good Friday

April 1, 2024 – Board of Commissioners Regular Meeting – McSwain Center – 6:00 p.m.

April 15, 2024 – Board of Commissioners Regular Meeting – Civic Center – 6:00 p.m.

May 6, 2024 – Board of Commissioners Regular Meeting – McSwain Center – 6:00 p.m.

May 20, 2024 – Board of Commissioners Regular Meeting – Civic Center – 6:00 p.m.

May 21, 2024 – STARS Rewards and Recognition – Wicker Room, LCGC – 8:30 a. m.

May 27, 2024 – Lee County Government Offices closed for Memorial Day

June 11-12, 2024 – County Advocacy Days – Wake County – Dinner event to occur on Tuesday followed by advocacy program on Wednesday.

August 8-10, 2024 – NCACC Annual Conference – Forsyth County (Please notify Clerk if you plan to attend.)

NORTH CAROLINA, LEE COUNTY
Presented for registration on this 15th day
of April 20, 24 at 10:30 AM PM
recorded in Book 37 Page 175
Pamela G. Britt, Register of Deeds