



LEE COUNTY BOARD OF COMMISSIONERS
MCSWAIN EXTENSION EDUCATION AND AGRICULTURE CENTER
2420 TRAMWAY ROAD
SANFORD, NC 27330

April 1, 2024

MINUTES

Roll Call

Present: Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: Dr. Andre Knecht

CALL TO ORDER

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

INVOCATION

Chairman Kirk Smith delivered an invocation and led the Board of Commissioners and attendees in the Pledge of Allegiance.

PLEDGE OF ALLEGIANCE

I. ADDITIONAL AGENDA

Chairman Smith requested the addition of Item II. G. Proclamation Celebrating the City of Sanford's 150th Anniversary to the Consent Agenda, Item IV. B. under Old Business for the Jail Feasibility Study Modification to Scope of Service, and the addition of V. B. Memorandum of Agreement for City July 4th Fireworks Event to New Business.

Motion: Motion to move the County Commissioners Community Events Policy to the Consent Agenda. County Attorney Whitney Parrish advised the Board that a revised copy of this Policy was given to the Commissioners that changed this from a Personnel Policy to a Board of Commissioners' Policy.

Mover: Robert Reives

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

Motion: Motion to approve the Agenda as amended.

Mover: Cameron Sharpe

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

II. APPROVAL OF CONSENT AGENDA

Motion: Motion to approve the Consent Agenda as amended.

Mover: Robert Reives

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

II.A Minutes from the March 18, 2024 Regular Meeting

3-18-24 BOC Regular Meeting Minutes_final.pdf

II.B Approve FY 23-24 Activity 121 ARPA Temporary Savings Fund Public Health Services

121 FY24 Lee County Health Department.pdf

II.C Approve the FY 24 - 25 State Consolidated Agreement

CA FY25 Lee.pdf

II.D Request to allocate FY2025 Family Planning TANF Funds in the amount of \$9,782 to the Partnership For Children And Families

PFCF TANF Funds Proposal FY25.pdf

II.E Resolution of Support for NCDOT Abandonment of Maintenance for Ashby Road

RESOLUTION - Requesting NC DOT Consider Abandonment of Maintenance for Ashby Road.pdf

EXHIBIT A - Resolution Supporting NCDOT Maintenance Abandonment of Ashby Road.pdf

Correspondence from COS.pdf

II.F Lee County Library - Sanitary Sewer Extension to New County Library (4841-02-24) Contract Approval

9 - CONTRACT.pdf

II.G ADD ON - Proclamation Celebrating the City of Sanford's 150th Anniversary

II.H Establishment of a County Commissioners' Community Events Policy

III. PUBLIC COMMENTS

Pursuant to N.C. General Statute 153-52.1, the floor was opened for Public Comments.

The following person spoke:

- Patricia McDougald, 400A Burgess Circle, Broadway, NC (Home Protection)

IV. OLD BUSINESS

IV.A Cox Maddox Road/Wellons Property Rezoning Request-Planning Board Recommendation

Senior Planner Amy McNeill presented the Planning Board's recommendation from a 5 to 1 vote that the Commissioners approve the request to rezone four parcels of land totaling approximately 26.1 acres off of Cox Maddox Road from RA (Residential Agricultural) to RR (Residential Restricted). The Planning Board acknowledged unanimously that the rezoning request was not consistent with the Plan SanLee long-range plan designation of Countryside. There is RR zoning on one side of the property to the Northeast and on the opposite side of the road but not adjoining as well as RA adjoining.

01A-REZ REPORT & Reco.pdf

01B-ORD.pdf

01C-ORD-Exhibit A.pdf

Motion: Motion that the Cox Maddox Road/Wellons Property rezoning request is not consistent with the Plan SanLee long-range plan designation of Countryside because the recommended density is one unit per two acres, which is larger than what the current Residential Agriculture and proposed Residential Restricted zoning districts require.

Mover: Taylor Vorbeck

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

Motion: Motion to approve the proposed zoning map amendment from Residential Agriculture (RA) to Residential Restricted (RR) because it is reasonable and in the public interest due to the proximity of this site to the Harrington Farms Subdivision, which was rezoned to RR in 2019 to allow the development of a residential subdivision.

Mover: Taylor Vorbeck

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

IV.B ADD ON - Jail Feasibility Study Modification to Scope of Service

Additional services amendment 1.pdf

Developmental Services Director Brandon Key presented a request to modify the scope of service for the ongoing Jail Feasibility Study to include consideration in the study for the space and facilities needed for the Sheriff's Office as the current study is only making recommendations concerning the jail. If a future detached detention center is created, a concern is that the Sheriff's Office should be attached to it for safety reasons. The cost to add this to the study is \$11,275. This Feasibility Study

will be used to provide the Commissioners with information and direction regarding the needs of the jail and Sheriff's Office for future planning.

Motion: Motion to approve Jail Feasibility Study Modification to Scope of Service.

Mover: Robert Reives

Moved To: Approve

For: 5 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick

Against: 1- Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

V. NEW BUSINESS

V.A Establishment of a County Commissioners Community Events Policy

This item was moved to the Consent Agenda and is now item II.H.

B-23_Commissioners_Community_Events.docx

V.B ADD ON - MOA with the City of Sanford for the City's July 4 Fireworks Event

City of Sanford Parks Director Nick Fortune presented a request to allow fireworks to be deployed from Lee County's property at Kiwanis Family Park on the evening of July 4, 2024. The fall zone of the fireworks also lies within Lee County's property. The Lee County portion of the park will have to close at 12:00 p.m. and no County functions can be scheduled at the park that day. Mr. Fortune advised that the Sanford Fire Chief and the Fireworks Vendor had approved the site. County Attorney Whitney Parrish advised that the MOA with the City requires the City to receive required permits, ensure the County portion of the park is barricaded and closed, clean after the event, provide the County with a fully executed copy of the City's contract with the fireworks vendor, add the County to its insurance or require the Vendor to add the County to its insurance, and provide the County documentation prior to the event or the County can terminate the contract.

FREEDOM FEST MAP (1).png

SANFORD PARK SITE MAP.pdf

MOA_City_Fireworks_3.18.2024.pdf

Motion: Motion to Approve the Memorandum of Agreement with the City of Sanford the the City's July 4th Fireworks Event at Kiwanis Family Park.

Mover: Robert Reives

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed

VI. MANAGERS' REPORTS

County Manager Lisa Minter introduced and welcomed Angela Wood as the new Strategic Services Director.

VII. COMMISSIONERS' COMMENTS

ADJOURN

Motion: Motion to adjourn. The meeting adjourned at 6:53 p.m.

Mover: Robert Reives

Moved To: Approve

For: 6 - Robert Reives, Cameron Sharpe, Kirk Smith, Bill Carver, Mark Lovick, Taylor Vorbeck

Absent: 1 - Dr. Andre Knecht

Motion Result: Passed



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:



Whitney Parrish, Assistant Clerk to the Board



FY 2025 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Lec County Health Department** (herein after referred to as “**LHD**”) (herein NCDCFW, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2024 to May 31, 2025 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

I. LHD RESPONSIBILITIES

A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable North Carolina statutes and federal laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieving health equity, promoting inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensuring all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
4. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
5. LHD shall provide to DPH and DCFW a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the DPH Deputy Director and DCFW Director.
6. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
7. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

8. LHD shall provide or assure provision of care management services for Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC) populations. These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
- a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). NCDHHS requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC or the designated care management entity for care management and care coordination.
 - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services through SFY25.
 - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program managers to resolve issues to prevent care gaps and discontinuation of services.
 - d. In the event that LHD determines it cannot directly provide care management services for CMHRP and/or CMARC populations, LHD shall:
 - 1) Notify NCDHHS in writing of LHD’s intention to discontinue the services at least 180 calendar days in advance of discontinuing the services. Notifications regarding the provision of CMHRP shall be provided to the DPH Deputy Director. Notifications regarding CMARC shall be provided to the DCFW Director. LHD is still responsible to provide the care management services during the 180-day period, until those services are transitioned to another entity who can assure continued care without service gaps;
 - 2) Follow the Care Management Service Termination and Transfer of Services¹ process from the Division of Health Benefits; and
 - 3) Identify another local health department(s) and/or other entity(ies) that can provide continuous care management services for CMHRP and CMARC populations through SFY25.
9. LHD shall notify the DCFW Director and the DPH Deputy Director if any of the following occurs:
- a. There is a legal name change to LHD.
 - b. A local health director or interim local health director is appointed or leaves office.
 - c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
 - d. There is any other governance change.
 - e. LHD is no longer subject to the NC Human Resources Act.
- Notification shall be in writing within the next business day of the change and is to include a governance organizational chart and any relevant supporting documents reflecting the changes.
10. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy² and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph H. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s basic records retention policy requires all grant

¹ <https://medicaid.ncdhhs.gov/media/11881/open>

² <https://archives.ncdcr.gov/government/local>

records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

11. By June 30, 2025, all LHD lead public health nurse administrators will have developed a plan in partnership with the DPH Office of the Chief Public Health Nurse (OCPHN) and North Carolina Institute for Public Health (NCIPH) to have all registered nurses working in public health nurse positions complete the North Carolina Credentialed Public Health Nurse course by 2027. Newly-hired registered nurses without a baccalaureate degree in nursing continue to have one year to complete the course per NCAC.

B. Data/Reporting

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the DPH Environmental Health Section in the format provided by the DPH Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within one business day of appointment. The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7 below, and used in accordance with applicable law.
5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
 - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (NC HAN), North Carolina Electronic Disease Surveillance

System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), Electronic Birth Registration System (EBRS), and Environmental Health Inspection Data System (EHIDS);

- b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
 - c. Access NCDHHS training material and information used for training staff, including access to webinars;
 - d. Maintain a secure infrastructure for remote data entry; and
 - e. Report electronically all required DPH Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.³ If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

C. Assessments and Plans

1. LHD shall provide to the DPH Community Health Assessment Director:
 - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
 - 1) The CHA report is due on the first Monday in March following the year of CHA.
 - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
 - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
 - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
 - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.

³ <https://security.ncdhhs.gov/>

- 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
 - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
 - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.
- b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
- 1) The CHIP is due by the first Monday in September following the year of assessment.
 - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
 - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
 - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 (HNC 2030) indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
 - 6) The CHIP shall be aligned with the current North Carolina State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
 - 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
 - 8) Components of the CHIP may persist across CHA-CHIP cycles when:
 - a) the health problem persists and continues to be a priority; and
 - b) new interventions are needed; and/or
 - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:
- 1) The SOTCH is due by the first Monday in March in years when a CHA report is not submitted.
 - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
 - 3) The SOTCH shall include:
 - a) progress made on each performance measure in the CHIP;
 - b) morbidity and mortality changes since the last CHA;
 - c) emerging issues since the last CHA; and
 - d) new, paused, and/or discontinued initiatives since the last CHA.
2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the DPH Community Health Assessment Director at cha.sotch@dhhs.nc.gov.
 3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by DPH.

4. Guidance about CHA, CHIP, and SOTCH is located on the North Carolina State Center for Health Statistics website under “Local Data Analysis and Support.”⁴

II. NCDHHS RESPONSIBILITIES

A. Training, Consultation, and Support

1. DCFW and DPH shall provide training to LHD for LHD’s response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.
2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
 - a. Board Relations;
 - b. Management Teams and Staffing;
 - c. Policy Development;
 - d. Program Planning and Implementation;
 - e. Quality and Performance Improvement; and
 - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific division’s section chief or branch head to arrange for technical assistance and consultant services.
6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange this assistance.
7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer professional development and training on finance, billing, and budget. Contact the DPH Chief Public Health Nurse/Branch Head, LTATB to arrange a consultation.

⁴ <https://schs.dph.ncdhhs.gov/units/ldas/cha.htm>

8. By December 31, 2024, OCPHN will convene a workgroup of LHD lead public health nurse administrators to begin to devise a statewide plan for all registered nurses working in LHD public health nurse positions to complete the North Carolina Credentialed Public Health Nurse course by 2027. (The statewide plan should be complete by June 30, 2025.)

B. Performance

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid-reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the DPH State Laboratory of Public Health (SLPH), DPH shall:
 - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;
 - b. Ensure qualified personnel to process, analyze, and report test results;
 - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
 - d. Submit invoices to LHD via electronic means;
 - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
 - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

C. Data/Reporting

1. DCFW and DPH shall provide automated data and surveillance systems to collect and store client, service, encounter, and other data related to DCFW and DPH programs on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
 - a. LHD-Health Services Analysis (LHD-HSA) for automated reporting of clinical service data fields;
 - b. Environmental Health Inspection Data System (EHIDS) for Food and Lodging inspection and billing data;
 - c. Aid-to-Counties Database (ATC) for reporting and claiming State funds and any federal funds which are allocated by DPH or DCFW;

- d. North Carolina Health Alert Network (NC HAN);
- e. North Carolina Electronic Disease Surveillance System (NC EDSS);
- f. North Carolina Immunization Registry (NCIR);
- g. North Carolina Crossroads WIC System;
- h. Electronic Birth Registration System (EBRS);
- i. COVID-19 Community Team Outreach (CCTO) Tool;
- j. COVID-19 Vaccine Management System (CVMS); and
- k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see this Consolidated Agreement's Attachment B: Business Associate Agreement Addendum).
- D. Fund Availability and Notification:** DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda. The Agreement Addendum for Activity 874 Food and Lodging is an exception, as the Agreement Addendum for it will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made.
1. DCFW and DPH shall each provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.
 2. Following receipt of the Certified State Budget for the fiscal year and upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda, DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year through the Aid-To-Counties Database (ATC). Funds will be dispersed in accordance with the LHD's certified expenditure reporting within ATC, and payments will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

III. FUNDING STIPULATIONS

A. Use of Funds

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

B. Compliance

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
 - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);
 - b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
 - c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services mandated by law solely because of an inability to pay; and
 - d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
 - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.
5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify the DCFW Director and the DPH Deputy Director if the certifications, as executed, change during the term of the Consolidated Agreement:
 - a. Certification regarding Nondiscrimination;
 - b. Certification regarding Drug-Free Workplace Requirements;
 - c. Certification regarding Environmental Tobacco Smoke;

- d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
 - e. Certification regarding Lobbying.
7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$30,000 from each federal grant.
 8. If the LHD's Unique Entity Identifier (UEI) changes, the LHD shall provide its new UEI to the DCFW Director and the DPH Deputy Director. DCFW and DPH use the LHD's UEI when reporting subawards in the FFATA Subaward Reporting System (FSRS). The federal government's System for Award Management (SAM) assigns the UEI to uniquely identify business entities.
 9. LHD shall comply with the federal Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS) when receiving federal funds: LHD shall disclose, in a timely manner, in writing to the NCDHHS funding entity (DPH or DCFW) and the federal Health and Human Services Office of the Inspector General (HHS OIG) all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the DPH Deputy Director or DCFW Director and to HHS OIG. (Guidance is available on the HHS OIG website.⁵)

C. Training Reimbursement

1. Subject to the availability of funds and approval by the DPH Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found on the DPH For Local Health Departments website under "General Information: Training Reimbursement."⁶
2. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for in-person Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within 60 days of course completion and within the same fiscal year the training is completed. Reimbursement requires successful completion of the course. No reimbursements are offered for virtual trainings. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under "Centralized Intern Training and Authorization."⁷)

⁵ <https://oig.hhs.gov/compliance/self-disclosure-info/hhs-oig-grant-self-disclosure-program/>

⁶ <https://www.dph.ncdhhs.gov/local-health-departments>

Note: This form can also be downloaded at <https://www.dph.ncdhhs.gov/media/677/download?attachment>

⁷ <https://ehs.dph.ncdhhs.gov/oet/index.htm>

Note: This form can also be downloaded at

<https://ehs.dph.ncdhhs.gov/oet/docs/cit/CentralizedInternTrainingFundsReimbursementRequest.pdf>

- a. For Interns attending CIT sessions in person, reimbursement amounts are based on the session attended:
 - 1) Food Protection & Facilities Track — \$280
 - 2) On-Site Water Protection Track — \$560
 - 3) Tier 2 General EH Module — \$280
- b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions in person, reimbursement amounts are based on the session attended:
 - 1) Food, Lodging, & Institutions — \$170
 - 2) Child Care & School Sanitation — \$62
 - 3) On-Site Water Protection — \$450
 - 4) Private Drinking Water Wells — \$62
 - 5) Public Swimming Pools — \$62
 - 6) Tattoo — \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
 - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
 - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
 - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
 - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

D. Purchases

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
 - a. For Inventory Purposes:
 - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
 - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the DCFW Community Nutrition Services Section. The LHD is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the LHD, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the LHD will provide to the DCFW Community Nutrition Services Section a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.
 - b. For Prior Approval Purposes:
 - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to

purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW or DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with DPH Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]

- 2) For WIC, all computer and medical equipment, whether purchased or leased, must receive prior written approval from the DCFW Community Nutrition Services Section regardless of cost. All other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
 - c. For Accounting Purposes
 - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
- a. For DPH PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the DPH PHP&R Branch.
 - b. The use of Medicaid fees generated by maternal and child health programs for capital improvements requires prior written approval from the State Title V Director; the State Title V Director will secure proper programmatic approval as applicable.
 - c. For other prior approval requirements, see individual Agreement Addenda.

IV. FISCAL CONTROL

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.
 1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.⁸
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. **When subcontracting**, LHD must meet the following requirements:
 1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
 2. LHD will not enter into a financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.⁹

⁸ <https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission>

⁹ <https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos>

3. LHD shall require its subcontractor to agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.
 4. LHD shall subject its subcontractor to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
 5. LHD shall require its subcontractor to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
 6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from the DCFW Director and/or the DPH Deputy Director to subcontract when either of the following conditions exist:
1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
 2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum.
- E. LHD must receive prior written approval from the Program Contact listed on the applicable DCFW or DPH Agreement Addendum to subcontract when either of the following conditions exist:
1. LHD proposes to subcontract for any of the services in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program).
 2. LHD provides financial assistance of any funding amount with a contract to a subrecipient who will carry out the LHD's programmatic responsibilities within the Agreement Addendum, regardless of funding source.
- F. Definitions for Subrecipient and Vendor:
1. Subrecipient: The federal government defines a subrecipient as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal [or State] program.¹⁰ It does not include an individual who is a beneficiary of such program (e.g., a client) or a vendor that provides administrative services (e.g., accountant, staffing) or products (e.g., software, assessment) to the program.
A subrecipient receives financial assistance to provide core programmatic services and is responsible for how the programmatic work is done, programmatic and financial reporting, and abiding by the award terms and conditions.
 2. Subrecipient relationship: A subrecipient relationship exists when the LHD issues its own subaward for financial assistance via a contract with an entity, through which the entity becomes responsible for the programmatic work, reporting, and award terms and conditions in the same way the LHD is responsible. LHD is responsible for monitoring its subrecipients in the same way DCFW and DPH monitor the LHD. (See Section XI. "Compliance," paragraph B.)
 3. Vendor: A vendor provides goods and/or services to the LHD via a purchase order or contract to pay for the purchased goods or services. A vendor has no responsibility beyond delivering the purchased goods or services; a vendor is not responsible for the programmatic work, reporting, or award

¹⁰ <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D/subject-group-ECFR031321e29ac5bbd/section-200.331>

terms/conditions within the applicable Agreement Addendum. A vendor provides these goods or services as part of its regular business to any customer that orders from it or contracts with it.

- G. LHD shall return by email a signed copy of all DCFW Funding Authorization documents to the DCFW Budget Office and a signed copy of all DPH Funding Authorization documents to the DPH Budget Office.
- H. LHD shall retain a copy of all signed Funding Authorization documents, the files (paper or electronic) produced by the LHD to document its monthly expenditure requests made in the Aid-to-Counties Database (ATC), this signed Consolidated Agreement and subsequent Amendments, all signed Agreement Addenda, signed Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.¹¹
- I. **Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH and/or DCFW Program Staff.
- J. **Local Appropriations Budget:**
1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.
 2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
 3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
 4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
 5. LHD shall complete and return to DPH the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.
- K. **Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:
1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.

¹¹ <https://archives.ncdcr.gov/government/local-government/agencies/local-health-departments-schedule>

2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
 - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.
6. The amount of Title XIX fees budgeted and expended in FY 2024-2025 must equal or exceed the amount of Title XIX revenues earned during FY 2022-2023. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.

L. Aid-to-Counties Database and Expenditure Reporting:

1. LHD shall submit its actual State, federal, and local required match expenditures for all its program Activities to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).
2. Specific ATC instructions and training will be provided by DPH LTATB to LHD.
3. Submission dates for these expenditures are published each December for the following calendar year by the NCDHHS Controller's Office and are found in its Aid-to-Counties Expenditure Control Schedule. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period. Failure to meet the month's reporting deadline will result in the exclusion of those expenditures for that month.
4. The LHD's health director and finance officer will approve the monthly expenditures in ATC to certify them. Certification here indicates that the total State and federal expenditures reported by the LHD, as well as the local required match expenditures, are valid for the pertinent month's actual expenditures. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

Once the LHD has certified the month's expenditures in ATC, ATC will alert the NCDHHS Controller's Office staff that expenditures have been approved and certified, and are ready to be paid.
5. May is the last service month to be paid in the SFY, with the final expenditure reporting submitted, certified, and paid in June. (Services provided in June are reported in July and will be paid out of the next SFY.)
6. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and

the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.

7. LHD shall have the opportunity to amend its expenditure reporting in the month following discovery of the error. LHD must not wait to submit its adjustments as there must be sufficient time remaining for verification of the adjustments before the last payment in the SFY.
 - a. In accordance with Subparagraph 6 above, LHD must ensure that its reporting adjustments against federal funds are received in time to be paid within the grant's payment period. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid, unless an exception is approved by the DCFW Budget Office or the DPH Budget Office, as appropriate.
 - b. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.
8. LHD shall review its prior reimbursement claims against payments monthly.

V. PERSONNEL POLICIES

- A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 010 .0101 Scope of Delegated Authority.
 1. LHD is responsible for sending its newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
 2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by DPH Environmental Health Section Education and Training Staff.
 3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing and 10A NCAC 46 .0302 Medical Consultants.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

VI. CONFIDENTIALITY

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy and security policies,¹² applicable local

¹² <https://policies.ncdhhs.gov/departamental/policies-manuals/section-viii-privacy-and-security/manuals>

laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).

- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting knowledge of confidentiality requirements and the agreement to maintain personal and medical confidentiality.

VII. CIVIL RIGHTS

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex (including pregnancy, gender identity, and sexual orientation), marital status, immigration status, national origin, disability, or genetic information (including family medical history) be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.
- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

VIII. DISBURSEMENT OF FUNDS

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly expenditure reporting, which is due as delineated per the NCDHHS Controller’s Office’s Aid-to-Counties Payment Schedule.

IX. AMENDMENT OF AGREEMENT

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

X. PROVISION OF TERMINATION

- A. Any party may terminate this Consolidated Agreement or any Agreement Addendum for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI. Compliance.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addendum, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

XI. COMPLIANCE

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addendum, unless otherwise stated in the respective Agreement Addendum or required by law, as follows:
 - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.
 - 2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds may be temporarily suspended pending negotiation of a plan of corrective action.
 - 3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, funds may be suspended unless LHD can provide evidence that the deficiency has been corrected within those 90 days.
 - 4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.
- B. **Monitoring** – “Uniform Guidance” or “Omni-Circular” 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the current NCDHHS Policy and Procedure Manual and the current DPH Subrecipient Monitoring Plan.

**SIGN
HERE**

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.



In witness whereof, LHD, DCFW, and DPH have executed this Consolidated Agreement.

Lee County Health Department

**North Carolina Department of
Health and Human Services,
Division of Public Health**

[Handwritten Signature]

Health or Human Services Director Date

Division Director Date

[Handwritten Signature]

Finance Officer Date

**North Carolina Department of
Health and Human Services,
Division of Child and Family Well-Being**

[Handwritten Signature]

County Official Date
(when locally required)

Division Director Date

ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT

This Business Associate Agreement (the "Agreement") is made effective June 1, 2024, by and between **Lee County Health Department** ("Covered Entity") and the **North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the "Business Associate"), (the Covered Entity and the Business Associate collectively, the "Parties").

1. BACKGROUND

- a. Covered Entity and Business Associate are parties to the "FY 2025 Consolidated Agreement" (the "Consolidated Agreement"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a "covered entity" for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
- b. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
 - 1) would not violate the Privacy Rule if done by Covered Entity; or
 - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
 - 1) the disclosures are Required By Law; or
 - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.

II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies that it will provide a drug-free workplace by:**
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Contractor's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;**
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Street Address No. 1: 106 Hillcrest Drive

City, State, Zip Code: Sanford, NC 27330

Street Address No. 2: 115 Chatham Street

City, State, Zip Code: Sanford, NC 27330
3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Disclosure of Lobbying Activities
(Approved by OMB 0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)</p> <p>Congressional District (if known) _____</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District (if known) _____</p>
<p>6. Federal Department/Agency:</p>		<p>7. Federal Program Name/Description: CFDA Number (if applicable) _____</p>
<p>8. Federal Action Number (if known)</p>		<p>9. Award Amount (if known): \$ _____</p>
<p>10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>		<p>b. Individuals Performing Services <i>(including address if different from No. 10a.) (last name, first name, MI):</i></p> <p><i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i></p>
<p>11. Amount of Payment <i>(check all that apply):</i></p> <p>\$ _____ € actual € planned</p>		<p>13. Type of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____</p>
<p>12. Form of Payment <i>(check all that apply):</i></p> <p><input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary):</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____</p>

Federal Use Only

Authorized for Local Reproduction
Standard Form - LLL

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

ATTACHMENT D
STATE CERTIFICATIONS

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing.

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
G.S. 133-32: http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32
Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf
G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
(2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
(3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
(a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and [check one of the following boxes]
[X] Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
[] The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
(4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
(5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
(6) The undersigned hereby certifies further that:
(a) He or she is a duly authorized representative of the Contractor named below;
(b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
(c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.



Contractor's Name: Lee County Health Department
Contractor's Authorized Agent: Signature [Signature], Date 4/1/2024
Printed Name Kirk D. Smith, Title Chairman, Lee County Board of Commissioners
Witness: Signature [Signature], Date 4/1/2024
Printed Name Jennifer Gamble, Title Assistant County Manager

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

Additional site from page 25

Additional Site/s

Street Address No.3: 1450 North Horner Blvd

City, State, Zip Code: Sanford, NC 27330

Street Address No.4: _____

City, State, Zip Code: _____



RESOLUTION REQUESTING ABANDONMENT OF MAINTENANCE FOR A PORTION OF STATE ROAD 1580, OTHERWISE KNOWN AS ASHBY ROAD, FROM THE NORTH CAROLINA STATE MAINTAINED SECONDARY ROAD SYSTEM

WHEREAS, the North Carolina Department of Transportation has submitted a request to the Lee County Board of Commissioners seeking support to abandon maintenance of a portion of State Road 1580, located at Ashby Road between US Business Hwy 421 (Horner Boulevard) and Truelove Street in Sanford, NC, the location of which has been indicated on the attached map, from the North Carolina State Maintained Road System; and

WHEREAS, the City/County Planning Staff have reviewed the requested abandonment and confirmed that it is the City of Sanford's intent to incorporate this section of Ashby Road into the City's system for maintenance after NCDOT abandons the road; and


WHEREAS, due to the assurance of the continuity of maintenance from NCDOT to the City of Sanford, it is recommended that this transition is in the public's interest.

NOW, THEREFORE, BE IT RESOLVED by the Lee County Board of Commissioners in accordance with North Carolina General Statute § 136-63, that it hereby requests that the Board of Transportation review the proposed request for abandonment for the above described portion of State Road 1580, a portion of Ashby Road as shown in Exhibit A attached to this resolution, and if the Board of Transportation determines that this request is in the public's best interest, that the portion herein identified be abandoned from the North Carolina State Maintained Road System.

Adopted this 1st day of April, 2024.


Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:


Hailey Hall, Clerk to the Board
Whitney Parish, Deputy Clerk to the Board



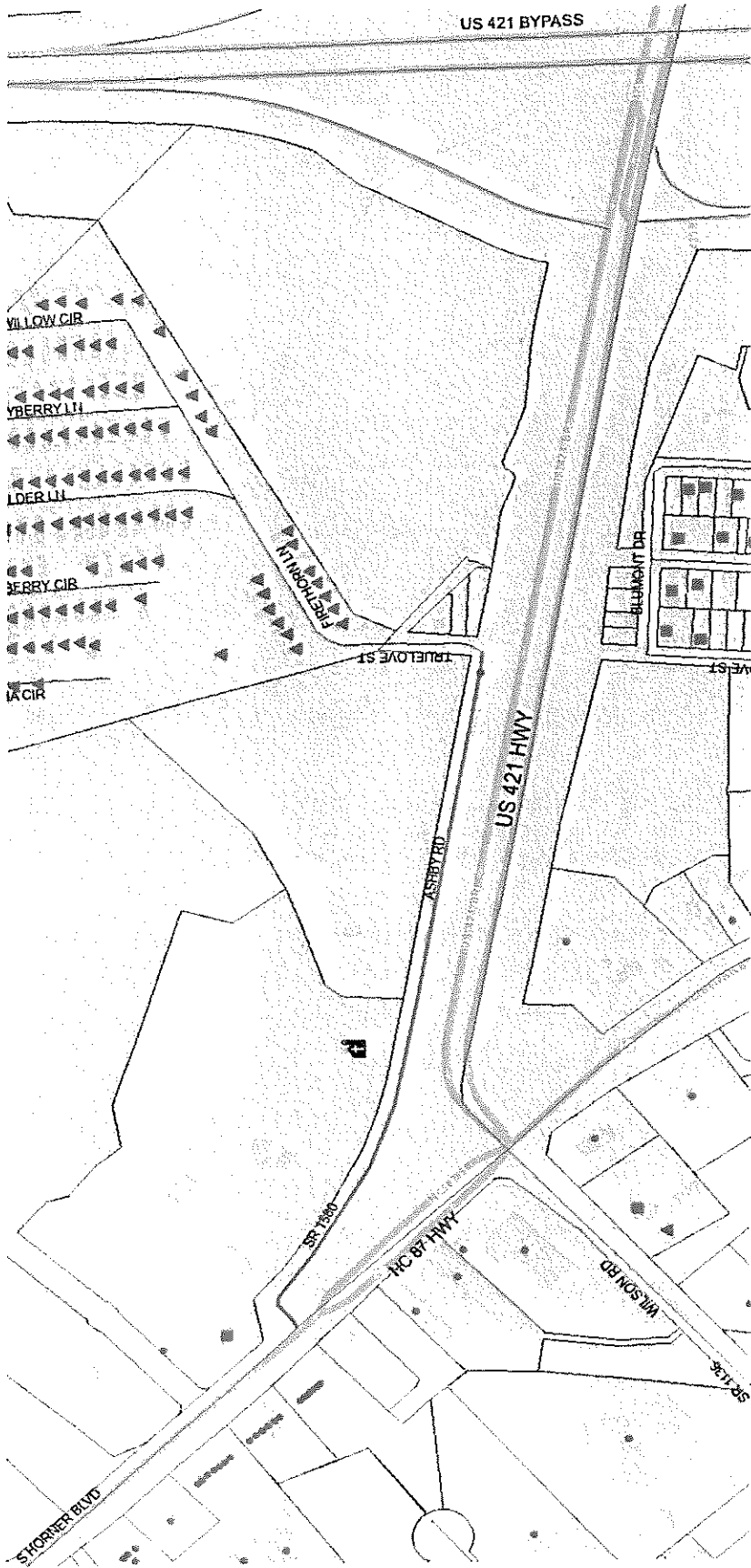


EXHIBIT A

LEE COUNTY

NORTH CAROLINA

Committed Today for a Better Tomorrow

PROJECT SPECIFICATIONS

FOR

SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY 4841-01-24

ISSUED FOR BIDS 02/01/2024

ISSUED FOR CONSTRUCTION 04/01/2024

Prepared by:

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



TABLE OF CONTENTS

LEE COUNTY
SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY

Lee County Commissioners.....1 page

Notice to Bidders.....1 page

Instructions to Bidders.....7 pages

Bid Form.....6 pages

Bid Bond and Power of Attorney.....3 pages

General Conditions of the Contract for Construction.....39 pages

Notice of Award.....1 page

Contract.....2 pages

Exhibit A to Contract (Dispute Resolution).....6 pages

Addendum B to Contract.....2 pages

Performance and Payment Bonds and Power of Attorney.....6 pages

Contractor’s Certificate of Insurance and Supplemental Information.....28 pages

New Vendor Application.....6 pages

North Carolina Sales and Use Tax Form.....1 page

Technical Specifications

 General Project Specifications.....4 pages

 General Specifications for Gravity Sewer Mains & Materials (City of Sanford).....35 pages

 02270 Erosion Control.....3 pages

 02741 Asphalt Paving.....4 pages

 02935 Establishing Ground Cover.....3 pages

LEE COUNTY
SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY

LEE COUNTY COMMISSIONERS

TAYLOR VORBECK

BILL CARVER

ROBERT T. REIVES

DR. ANDRE KNECHT, VICE CHAIR

CAMERON SHARPE

MARK LOVICK

KIRK D. SMITH, CHAIR

NOTICE TO BIDDERS

LEE COUNTY
SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY

Sealed Bids will be received by Lee County, North Carolina until Wednesday, February 28, 2024 at 2:00PM and then publicly opened and read aloud for the construction of "Sanitary Sewer Extension to New County Library". The bid opening will be held at the Lee County offices, 115 Chatham Street, Suite 301, Sanford NC.

Bids shall be for furnishing of all labor, materials, and equipment as detailed on the contract documents, Issued for Bids on 02/01/2024. The major project items include:

- Clearing
- Public Sanitary Sewer Main Installation (open cut)
- Erosion Control
- Asphalt Pavement Patching
- Pavement Marking

Each Bidder shall be appropriately licensed in the State of North Carolina as provided in General Statutes Chapter 87 and have the ability to produce evidence of experience in construction of projects of similar size and nature. Bidders must be able to comply with all local, state, and federal contract provisions as specified in the contract documents.

Electronic contract documents may be obtained for bidding from the Owner's Engineer:

J Thomas Engineering, Inc.
143 Charlotte Avenue, Suite 104
Sanford, North Carolina 27330
tel. 919-777-6010
em. jthomas@jthomasengineering.com
Attention: Jeremy R. Thomas, P.E.

The contract documents are also available online at leecountync.gov. The Owner reserves the right to reject any and all Bids and any part of a Bid, and to waive formalities and technicalities in the Bids. The Bid shall remain subject to acceptance and not withdrawn for a period of sixty (60) days after the date of the bid opening.

Lee County is an equal opportunity employer and services provider. Lee County specifically encourages small, minority, and women owned businesses to submit bids.

INSTRUCTIONS TO BIDDERS

LEE COUNTY SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY

PART 1. QUALIFICATIONS OF BIDDERS

To demonstrate qualifications to perform the Work, each Bidder shall submit (at the Owner's request) satisfactory proof of his qualifications to satisfactorily complete the work within the time allocated. Bidder shall be prepared to submit information and evidence with respect to the following:

- 1.1 That the Bidder is licensed in the State of North Carolina to perform the type and scope of work included in the contract documents. The Bidder must be appropriately licensed in the State of North Carolina as provided in General Statutes Chapter 87.
- 1.2. That the Bidder has performed satisfactorily on past project that are similar in nature and value. The Bidder may be required to provide at least three (3) references from Owners of similar projects completed by the Bidder within the past 5 years.
- 1.3. That the Bidder will have the available staff, adequate equipment, and facilities to complete the work within the time allocated.

PART 2. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents (Construction Drawings, Project Specifications, and any Addenda) thoroughly, (b) visit the site to become familiar with the local conditions that may affect cost, progress, performance of furnishing of the Work, (c) consider Federal, State and Local laws and regulations that may affect cost, progress, performance of furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify Engineer of all conflicts, errors or discrepancies in the Contract Documents.
- 2.2. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to Engineer by Owners of such Underground Facilities, or others, and neither Owner nor Engineer assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise.
- 2.3. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, Underground Facilities or other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the General Conditions.

- 2.4. Before submitting a Bid, each Bidder may, at Bidder's own expense and responsibility, make or obtain any examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance of furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

The Bidder shall coordinate with the Owner any site visit made prior to the bid opening. The time allowed for site visits may be required after normal business hours. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of any such explorations.

- 2.5. The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

- 2.6. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Section, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 3. INTERPRETATIONS AND ADDENDA

- 3.1. All questions about the meaning or intent of the Contract Documents are to be directed to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than three (3) days prior to the date for opening of Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 3.2. Addenda may also be issued to modify the Contract Documents as deemed advisable by Owner or Engineer.

PART 4. BID SECURITY

Each bid must be accompanied by a certified check of the bidder or a bid bond prepared on the form of bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of five (5) percent of the aggregate amount of the price (base bid). Such checks or bid bonds will be returned to all except the three lowest bidders within three (3) calendar days after the opening of bids and the remaining checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty (60) calendar days after the date of the opening of bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid.

PART 5. CONTRACT TIME

The time for completion of the work (Contract Time) shall be **sixty (60) calendar days**. The Contractor may start work on the date specified in the Notice to Proceed and shall substantially complete the work within the stipulated Contract Time.

PART 6. LIQUIDATED DAMAGES

Liquidated Damages for failure to substantially complete the project within the contract time:

<u>Owner's Liquidated Damages</u>	\$1,000 per calendar day
-----------------------------------	--------------------------

PART 7. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will be not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission for any such application by Contractor and consideration by Engineer is set forth in the General Conditions.

PART 8. PREPARATION OF BIDS

- 8.1 Bids shall be prepared on the Bid Form furnished within the Project Specifications prepared by the Owner's Engineer.
- 8.2 All blank spaces for bid prices in the Bid Form shall be properly completed in ink or by type in both words and numerals. If the words and the numerals do not correspond, the words shall take precedence. Bids shall not be conditional, limited or restricted.

- 8.3 Bids by corporations must be executed in the corporate name by the president or vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistance secretary. The corporate address and state of incorporation must be shown.
- 8.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 8.5 Bids by a sole proprietorship must be executed and signed in the name of the individuals, whose title must appear under the signature and the official address of the proprietorship must be shown below the signature.
- 8.6 Bids by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.
- 8.7 All names must be typed or printed below the signature. When requested by Owner, evidence of the authority of the person signing shall be furnished.
- 8.8 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 8.9 The address and telephone number for communications regarding the Bid must be shown.
- 8.10 No alterations in Bids, or in the printed forms therefore, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the Bidder; if initialed, Owner may require the Bidder to identify any alteration so initialed.

PART 9. SUBMISSION OF BIDS

Bids shall be submitted at or before the time and at the place for receipt of Bids indicated on the Notice to Bidders, or the modified time and date indicated by Addendum, if any. The completed Bid Form shall be enclosed in an opaque sealed envelope, marked with the project title, Bidder's name, address of the Bidder and license number of the Bidder. The Bids shall be accompanied by the Bid Security, if required in Part 4 above, and other required information cited in this section.

If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "**Bid Enclosed: Sanitary Sewer Extension to New County Library**" on the face of it. Deliver to:

Lee County Finance Office
Attention: Purchasing Agent
115 Chatham Street, Suite 301
Sanford, NC 27330

Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids. Bids submitted after the time of Bid Opening will not be accepted and will be returned to the Bidder unopened.

The following forms shall be completely filled out and enclosed in the sealed envelope to be considered a Qualified Bid:

- Complete Bid Form (including the Bid Execution Form)
- Bid Security

Failure to submit any of the above items with the proposal shall be just cause for rejection of the proposal by the Owner. The Owner may require additional information to be submitted to qualify the Bids as specified in these Instructions to Bidders.

PART 10. MODIFICATION AND WITHDRAWAL OF BIDS

- 10.1. Bids may be modified or withdrawn by an appropriate and explicit document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.
- 10.2. If, within seventy-two (72) hours after Bids are opened, any Bidder files a duly signed, written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under these Contract Documents.

PART 11. OPENING OF BIDS

Bids will be received, publicly opened and read at the time and place indicated in the Notice to Bidders, or as modified by Addendum, if any.

PART 12. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All Bids will remain subject to acceptance for sixty (60) days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

PART 13. UNIT PRICE CONTRACT

- 13.1. This contract will be awarded on a Unit Price basis.
- 13.2. Each Contractor is responsible for assigning a unit price for each unit price item listed. The sum of the products of the quantities of each item and the Contractor's unit price plus the sum of the job items shall determine the Base Bid for Award and the initial Contract price. In the event the Contractor discovers an item of work not listed in the Bid Form, the Contractor shall include his cost for this work in a related item listed.
- 13.3. The items and estimated quantities shown on the Unit Price Schedule are estimates prepared by the Owner. The listed items and corresponding estimated quantities are believed by the Owner to be necessary, complete and sufficient to construct the project.
- 13.4. Unit price quantities shown are estimated and the Contractor shall be paid for the number of units actually installed, at the unit price stated. Items will be paid at the Total Job price for that item. This Job amount will be complete compensation for all materials and labor that item requires, as per the specifications.
- 13.5. After a Contract is awarded, the successful Contractor shall prepare monthly pay estimates based on the quantity of items incorporated into the work to date and his unit price.
- 13.6. Additionally, the unit prices submitted in the schedule will be used to process change orders when changes in work authorized by the Owner include item descriptions listed.

PART 14. AWARD OF CONTRACT

- 14.1. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the lowest responsive bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.2. In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 14.3. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability

of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- 14.4. The apparent low bidder, for the purpose of award, shall be the responsive and responsible bidder offering the lowest aggregate amount for the base bid plus selected bid alternates (if any) and meeting all other bid submittal requirements.
- 14.5 The award of the Contract, if it is awarded, will be to the lowest responsible Bidder (Successful Bidder) whose qualifications indicate the award will be in the best interest of the Owner and whose proposal complies with all the prescribed requirements.
- 14.6. If the Contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the day of the Bid opening.

PART 15. CONTRACT SECURITY

Performance and Payment Bonds are required with this project. Refer to Article 4 'Bonds' of the *General Conditions of Contract for Construction* for additional information.

PART 16. SIGNING OF CONTRACT

When the Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Contract with all other written Contract Documents attached. Within fifteen (15) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner. In case of failure of the Bidders to execute the Contract, the Owner may at his option consider the Bidder in default. Within ten (10) days after receiving the signed Contracts, Owner shall deliver two (2) fully signed counterparts to Contractor. Each counterpart is to be accompanied by a complete set of the Contract Documents. Should the Owner not execute the Contract within such period, the Bidder may by written notice withdraw his signed Contract. Such Notice of Withdrawal shall be effective upon receipt of the notice by the Owner.

BID FORM

LEE COUNTY
SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY

Bidder: Moffet Pipe Inc.
Address: 701 Finger Lakes Dr
Wake Forest NC 27587
Contact Person: Jacob King
Telephone: 919-295-4630
Email: bids@moffetpipe.com
Fax Number (If Available): _____
Contractor's NC License No.: 54906

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a formal Contract with Lee County, NC, hereafter referred to as the OWNER, in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in the Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The BIDDER accepts all of the terms and conditions of the Notice to Bidders, Instructions to Bidders, General Conditions, Bid Form, and all other parts of the Contract Documents. This includes without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. The BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all Contract Drawings and Contract Documents for this project, and of the following Addenda (receipt of which is hereby acknowledged):

Addendum Number	Addendum Date
_____	_____
_____	_____

Addendum Number

Addendum Date

_____	_____
_____	_____

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions, Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - (c) BIDDER has carefully examined work area and subsurface conditions and accepts the extent of the technical data available.
 - (d) BIDDER has reviewed and checked all information and data shown on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect to said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.
 - (e) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. It is the intent of these Contract Documents that compensation be based at unit prices applied to various portions of the Work. The Contract Price initially shall be equal to the sum of the unit prices multiplied by their quantity plus the sum of the job items. The final contract amount shall be based on actual in-place quantities.
5. BIDDER agrees to complete the Work described in the specifications and as shown on the drawings for the following unit prices:

LEE COUNTY
SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY

UNIT PRICE SCHEDULE

WORK ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1. Mobilization (see subsection 5 (a))		LS	<u>\$19,000⁰⁰</u>	<u>\$19,000⁰⁰</u>
2. Clearing	0.3	AC	<u>\$75,000⁰⁰</u>	<u>\$22,500⁰⁰</u>
3. 8-inch PVC Sanitary Sewer (Standard Installation)	255	LF	<u>\$273⁰⁰</u>	<u>\$69,615⁰⁰</u>
4. Standard 4-foot Dia. Sanitary Sewer Manhole	2	EA	<u>\$12,500⁰⁰</u>	<u>\$25,000⁰⁰</u>
5. Connect to Ex. Sanitary Sewer Manhole	1	EA	<u>\$7,600⁰⁰</u>	<u>\$7,600⁰⁰</u>
6. Asphalt Pavement Patch	96	SY	<u>\$75⁰⁰</u>	<u>\$7,200⁰⁰</u>
7. Asphalt Pavement Overlay (see subsection 5 (b))	920	SY	<u>\$35⁰⁰</u>	<u>\$32,200⁰⁰</u>
8. Parking Line Re-Striping (see subsection 5 (c))	50	LF	<u>\$10⁰⁰</u>	<u>\$500⁰⁰</u>
9. Temporary Construction Entrance	1	EA	<u>\$5,000⁰⁰</u>	<u>\$5,000⁰⁰</u>
10. Temp. Rock Silt Check Type A	1	EA	<u>\$300⁰⁰</u>	<u>\$300⁰⁰</u>
11. Temp. Wattle (in Ditch)	1	EA	<u>\$500⁰⁰</u>	<u>\$500⁰⁰</u>
12. Temp. Wattle Barrier	120	LF	<u>\$25⁰⁰</u>	<u>\$3,000⁰⁰</u>
13. Permanent Seeding and Mulching	500	SY	<u>\$4⁰⁰</u>	<u>\$2,000⁰⁰</u>
14. Rolled Matting	500	SY	<u>\$25⁰⁰</u>	<u>\$1,250⁰⁰</u>
TOTAL UNIT PRICE BID			<u>\$195,665.00</u>	

Total Unit Price Bid (Items 1-14) for completing all work as described in the specifications and as shown on the drawings (in words and figures) for the work described in the Bid.

One Hundred Ninety Five Thousand Six Hundred Sixty Five DOLLARS

AND zero CENTS (\$ 195,665.00)

- (a) The Lump Sum Price for Item #1 'Mobilization' shall not exceed ten percent (10%) of the Total Unit Bid Price.
- (b) See Specification 02741, Asphalt Paving, for requirements to mill at overlay limits.

- (c) Pavement markings shall be painted and match existing.
 - (d) All excavation is considered unclassified. No additional payment for required excavation in rock.
 - (e) The unit price schedule in the Bid Form shall be used in evaluating monthly progress payments.
 - (f) Unit abbreviations are defined as: LS = Lump Sum; CY = Cubic Yard; CF = Cubic Feet; SY = Square Yard; LF = Linear Feet; EA = Each.
 - (g) In the event the Contractor discovers an item of work not listed in the Bid Form, he shall include his cost for this work in a related item listed.
 - (h) Bids shall include sales tax and all other applicable taxes, permits, bonds, fees and inspection fees. Bidder understands that all costs for performing incidental work necessary for the work as shown and specified, shall be included in the bid price.
 - (i) Discrepancies in the multiplication of units of work and unit prices shall be resolved in favor of the unit prices; discrepancies between the Indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 - (j) Unit Prices have been computed in accordance with the General Specifications.
 - (k) Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as indicated in the contract documents.
6. Bids shall include sales tax and all other applicable taxes, permits, bonds, fees and inspection fees. Bidder understands that all costs for performing incidental work necessary for the work as shown and specified, shall be included in the bid price.
7. Bidder understands that the Owner reserves the right to reject any or all bids and to waive formalities in the bidding.
8. On being awarded the Contract, the Bidder will execute Performance and Payment Bonds on the forms included herein, each equal to one hundred percent (100%) of the contract price, as security for the faithful performance of the Contract.
9. Project Time: Bidder agrees that the Work will be substantially completed and ready for final payment within the number of calendar days indicated herewith:
- Contractor shall be substantially completed within 60 calendar days of Notice to Proceed.**
10. Liquidated Damages: The undersigned agrees further that the Owner may retain those amounts indicated below from the amount of Compensation due the undersigned, under the terms of the Agreement, for each and every day in excess of the completion date that the work remains incomplete. This amount is agreed upon as the proper measure of liquidated damages the Owner

will sustain, per day, by the failure of the undersigned to complete the work, within the stipulated time, and it is not construed, in any sense, as a penalty.

Owner's Liquidated Damages \$1,000 per calendar day

11. The following documents are attached to and made a condition of this Bid:

Required Bid Security in the form of Bid Bond.
(Insert the words "Certified Check" or "Bid Bond").

Bid Security Amount \$ 5% of Bid.
(5% of the total bid amount)

BID EXECUTION FORM

Joint Venture Bids must be executed by Both Parties (see below).

Respectfully Submitted:

Bidder Moffat Pipe Inc.

Doing BUSINESS as a * Corporation

By Jacob Kings

Title CFO

Address 701 Finger Lakes Dr

Wake Forest NC 27587

Telephone Number: 919-295-4630

Attest: [Signature]

N.C. License No. 54906

* Insert Partnership; Corporation;
or Individual as appropriate.

Respectfully Submitted:

Bidder _____

Doing BUSINESS as a * _____

By _____

Title _____

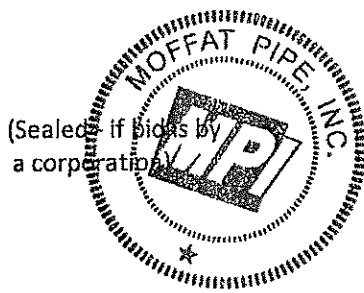
Address _____

Telephone Number: _____

Attest: _____

N.C. License No. _____

* Insert Partnership; Corporation; or Individual as appropriate.



(Sealed if bids by
a corporation)

2/28/24
(DATE)

IF JOINT VENTURE:

(Sealed - if bid is by
a corporation)

(DATE)

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Moffat Pipe, Inc.
701 Finger Lakes Drive
Wake Forest, NC 27587

SURETY (Name and Address of Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):

Lee County
408 Summit Drive
Sanford, NC 27330

BID

Bid Due Date: February 28, 2024
Description (Project Name and Include Location): Sanitary Sewer Extension to New County Library

BOND

Bond Number: Bid Bond
Date (Not earlier than Bid due date): February 28, 2024
Penal sum Five Percent of Amount Bid (Words) \$ 5% (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

Moffat Pipe, Inc. (Seal)
Bidder's Name and Corporate Seal

SURETY

Atlantic Specialty Insurance Company (Seal)
Surety's Name and Corporate Seal

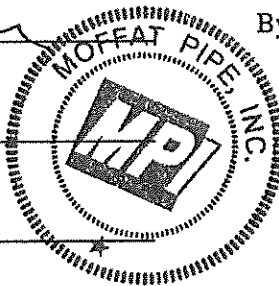
By: [Signature]
Signature

Jacob S. King
Print Name

Chief Financial Officer
Title

Attest: [Signature]
Signature

Chief Operating Officer
Title



By: [Signature]
Signature (Attach Power of Attorney)

Michelle A. Adams
Print Name

Attorney-in-Fact
Title

Attest: [Signature]
Signature

Lynn Locklear-Fisher, Witness
Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as jointventurers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Power of Attorney

Surety Bond No: Bld Bond

Principal: Moffat Pipe, Inc.

Obligee: Lee County

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle A. Adams, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

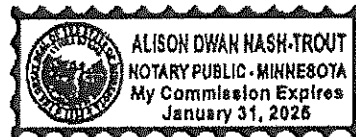
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed, Dated 28th day of February, 2024.



Christopher V. Jerry
Christopher V. Jerry, Secretary



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

- 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.

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

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.

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.

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.

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

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

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.

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

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.

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

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.

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 additional 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.

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

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.

- 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.

- 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

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.

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.

NOTICE OF AWARD

To: Jacob King
Moffat Pipe Inc.
701 Finger Lakes Drive
Wake Forest, NC 27587

Project: **Sanitary Sewer Extension to New County Library (#4841-01-24)**
prepared by J Thomas Engineering, Inc., and dated 2/1/2024 (Issued for Bids).

The OWNER has considered the bid submitted by you on February 28, 2024 for the above referenced project. You are hereby notified that the *Unit Price Bid* was accepted by the OWNER on March 18, 2024 for the total amount of \$195,665.

You are required to complete four (4) originals of the following documents included with this Notice of Award:

- Contract w/ Exhibit A and Addendum B;
- Performance and Payment Bonds w/ Power of Attorney, and Certificate of Insurance; and
- Vendor Application w/ W-9, Vendor Electronic Payment Authorization, Iran Divestment Certification, and the E-Verify Affidavit

Per the Bid Specifications, the Contract shall be executed and delivered to the Owner within fifteen (15) calendar days from the date of this Notice of Award. Failure to deliver said Contract and other documents specified above within fifteen (15) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned. The OWNER will be entitled to such other rights as may be granted by law.

Please return an acknowledged copy of this NOTICE OF AWARD to the Owner's Engineer.

Dated this March 25, 2024



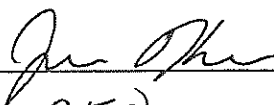
(Signature)

By: Jeremy R. Thomas, P.E.
J Thomas Engineering, Inc.

Title: Owner's Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged:

By:  this the 25th day of March, 2024.
Title: CFO

**Contract Agreement Between
Contractor and Lee County Government**

THIS AGREEMENT (“Agreement”), made the 18th day of March, 2024 by and between Moffat Pipe 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 for the project Sanitary Sewer Extension to New County Library (4841-01-24) which are attached hereto and made a part thereof as if fully contained herein: Notice to Bidders, Instructions to Bidders, General Conditions with Exhibit A and Addendum B, Contract, performance bond, payment bond, power of attorney, insurance certificates including worker’s compensation and public liability, any addendums, and all plans and 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 (“Notice to Proceed”) and shall fully complete all work hereunder within sixty (60) consecutive calendar days from said date of Notice to Proceed. For each day in excess thereof, liquidated damages shall be assessed in the amount of one thousand dollars (\$1,000) per calendar 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 the amount of \$ 195,665.00 (UNIT PRICE JOB)

4. **Alternates.** Alternates, if any, included in the Contract Sum are as follows:

Item	Price
N/A	N/A

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

Item	Price
N/A	N/A

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

Item	Units and limitations	Price per Unit
AS INDICATED ON BID FORM		

7. Liquidated Damages. Liquidated damages will be one thousand dollars (\$1,000.00) per day, after the date specified for substantial completion.
8. Binding Dispute Resolution. Any disputes between the parties related in any way to this Agreement or the Project shall be subject to mediation. 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:
 Ms. Lisa Minter, County Manager
 408 Summitt Drive
 Sanford, NC 27330
lminter@lcecountync.gov
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.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on this the 25th day of March, 2024.

CONTRACTOR

By: [Signature]
 Title: CFO

Witness: [Signature]

LEE COUNTY GOVERNMENT

By: [Signature]
 Title: Kirk D. Smith

Witness: [Signature]

**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(f) 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 communicate 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.

**AGREEMENT ADDENDUM B
'CONTRACTOR'
LEE COUNTY**

This Addendum to the construction agreement by and between Moffat Pipe Inc. (the "Contractor") and the County of Lee (the "Owner") is made as of the 18th day of Month, 2024.

The following provisions are incorporated and shall apply, supplant and control the construction agreement:

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.

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 www.nctreasurer.com/Iran and should be updated every 180 days.

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. The Contractor shall state in all solicitations or advertisements for employees place by or on behalf of the Contractor that the Contractor is an equal employment opportunity employer. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient compliance with this provision. The Contractor will include this provision in every subcontract over \$10,000.00 so that the provisions will be binding upon each subcontract.

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.

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.

Indemnification: The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees (collective, County) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable. Neither the County nor the Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Bond No. 800163895

FORM OF PERFORMANCE BOND

Date of Contract: March 18, 2024

Date of Execution: March 25, 2024

Name of Principal (Contractor) Moffat Pipe, Inc.

Name of Surety: Atlantic Specialty Insurance Company

Name of Contracting Body: Lee County (NC) Government

Amount of Bond: \$195,665.00

Project Sanitary Sewer Extension to New County Library (4841-01-24)

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 four (4) counterparts.

Witness:

MOFFAT PIPE, INC

Contractor: (Trade or Corporate Name)

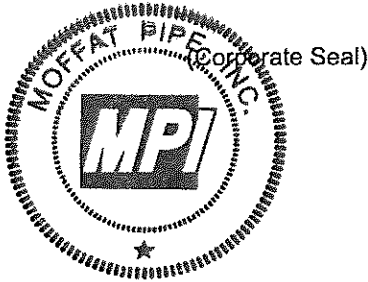
By: Andrea S. Moffat

(Proprietorship or Partnership)

Attest: (Corporation)

Title: PRESIDENT
(Owner, Partner, or Corp. Pres. or Vice Pres. only)

By: [Signature]
Title: SECRETARY
(Corp. Sec. or Asst. Sec. only)



Witness:
[Signature]
Lynn Locklear-Fisher

Atlantic Specialty Insurance Company
(Surety Company)

By: [Signature]
Title: Michelle A. Adams, Attorney-in-Fact
(Attorney in Fact)

Countersigned:
[Signature]
Michelle A. Adams
(N.C. Licensed Resident Agent)

(Surety Corporate Seal)

USI Insurance Services, LLC
8540 Colonnade Center Drive, Suite 111, Raleigh, NC 27615
Name and Address-Surety Agency

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 200, Plymouth, MN 55441
Surety Company Name and N.C.
Regional or Branch Office Address

Bond No. 800163895

FORM OF PAYMENT BOND

Date of Contract: March 18, 2024

Date of Execution: March 25, 2024

Name of Principal
(Contractor) Moffat Pipe, Inc.

Name of Surety: Atlantic Specialty Insurance Company

Name of Contracting
Body: Lee County (NC) Government

Amount of Bond: \$195,665.00

Project Sanitary Sewer Extension to New County Library (4841-01-24)

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.

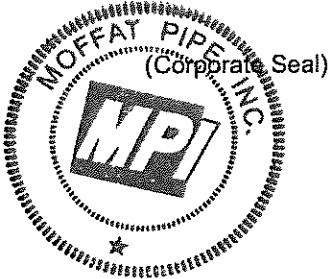
Executed in four (4) counterparts.

Witness:

(Proprietorship or Partnership)

Attest: (Corporation)

By: [Signature]
Title: SECRETARY
(Corp. Sec. or Asst. Sec.. only)



Witness:
[Signature]
Lynn Locklear-Fisher

Countersigned:
[Signature]
Michelle A. Adams
(N.C. Licensed Resident Agent)

USI Insurance Services, LLC

8540 Colonnade Center Drive, Suite 111, Raleigh, NC 27615
Name and Address-Surety Agency

Atlantic Specialty Insurance Company

605 Highway 169 North, Suite 200, Plymouth, MN 55441
Surety Company Name and N.C.
Regional or Branch Office Address

MOFFAT PIPE, INC.
Contractor: (Trade or Corporate Name)

By: [Signature]

Title PRESIDENT
(Owner, Partner, or Corp. Pres. or Vice
Pres. only)

Atlantic Specialty Insurance Company
(Surety Company)

By: [Signature]

Title: Michelle A. Adams, Attorney-in-Fact
(Attorney in Fact)

(Surety Corporate Seal)

Sheet for Attaching Power of Attorney



Power of Attorney

Surety Bond No: 800163895

Principal: Moffat Pipe, Inc.

Obligee: Lee County Government

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Michelle A. Adams, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: sixty million dollars (\$60,000,000) and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

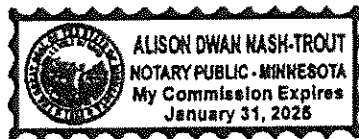
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this fifth day of March, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 25th day of March, 2024.



Christopher V. Jerry
Christopher V. Jerry, Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/20/2024

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 rights to the certificate holder in lieu of such endorsement(s).

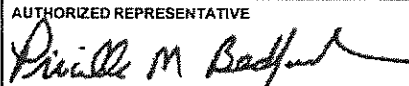
PRODUCER Jones Insurance Agency, Inc. 820 Benson Road Garner NC 27529	CONTACT NAME: Priscilla M. Bedford PHONE (A/C, No, Ext): 919-772-0233 E-MAIL ADDRESS: pbedford@jones-insurance.com	FAX (A/C, No): 919-779-4025
	INSURER(S) AFFORDING COVERAGE	
INSURED Moffat Pipe, Inc. 701 Finger Lakes Drive Wake Forest NC 27587	INSURER A: Selective Insurance Company of the Southeast	NAIC # 39926
	INSURER B: Builders Premier Insurance Company	13036
	INSURER C: Travelers Property Casualty Insurance Company	36161
	INSURER D: Illinois Union Insurance Company	27960
	INSURER E: Great American Insurance Co.	16691
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1469945710 **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 INSD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	S 2409345	3/10/2024	3/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	S 2409345	3/10/2024	3/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ n	Y	Y	S 2409345 EX-2T734495-23-NF	3/10/2024 3/10/2024	3/10/2025 3/10/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Excess Liability \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	PWC 1017090	3/10/2024	3/10/2025	<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 E A	Pollution Liability Rented Equipment Installation Materials			G71790095 005 IMP F157795 S 2409345	3/10/2024 2/7/2024 3/10/2024	3/10/2025 3/10/2025 3/10/2025	Pollution Liability 3,000,000 Rented Equipment 1,500,000 Installation Material 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy includes additional insured endorsement that provides additional insured status for ongoing operations and products and completed operations and a blanket waiver of subrogation endorsement that provides waiver of subrogation status to the certificate holder and other entities when there is a written "insured contract" between named insured and certificate holder that requires such status.
• The General Liability policy contains endorsement providing primary and non-contributory status when a written "insured contract" requires such status.
• The Auto Liability policy includes additional insured endorsement that provides additional insured status and blanket waiver of subrogation endorsement that provides waiver of subrogation status to the certificate holder and other entities when there is a written "insured contract" between named insured and certificate holder that requires such status.
• The Auto Liability policy contains endorsement providing primary and non-contributory status when a written "insured contract" requires such status.
See Attached...

CERTIFICATE HOLDER Lee County Attn: Risk Manager 408 Summit Avenue Sanford NC 27330	CANCELLATION 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 
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY nes Insurance Agency, Inc.		NAMED INSURED Moffat Pipe, Inc. 701 Finger Lakes Drive Wake Forest NC 27587	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- The Workers Compensation policy includes waiver of subrogation endorsement that provides waiver of subrogation status to the certificate holder and other entities when there is a written "insured contract" between named insured and certificate holder that requires such status.
- Umbrella is follow form and extends over listed liability policies.
- Executive Officers Andrea Moffat; Keith Moffat; and Craig Moffat are excluded from Workers Compensation.
- Railroad Liability exclusion/limitation has been removed from the General Liability and Umbrella Liability.

Department: Lee County General Services
 Contract: 4841-02-24

Lee COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds — Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds — As Required By Contract	Page 5
<ul style="list-style-type: none">• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)• Lessors of Leased Equipment• Managers or Lessors of Premises• Mortgagees, Assignees and Receivers• Any Other person or organization other than a joint venture• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 8
Knowledge of Occurrence, Claim, Suit or Loss	Page 8
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 10
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members — as additional insureds	Page 5
Personal And Advertising Injury — Discrimination Amendment (Not applicable in New York)	Page 9
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended — Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 9
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

Copyright, 2021 Selective Insurance Company of America. All rights reserved.
Includes copyrighted material of Insurance Services Office, Inc., with its permission.

CG 73 00 06 22
Page 1 of 10

INSURED'S COPY

40000FS 2409345 528

THIS PAGE IS INTENTIONALLY LEFT BLANK.

ElitePac®

General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES — Amendments

SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
- (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS.**

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

B. Paragraph 6. under **SECTION III — LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III — LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I — COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I — SUPPLEMENTARY PAYMENTS — COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS — COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**SECTION II — WHO IS AN INSURED — Amendments
Not-for-Profit Organization Members**

The following paragraph is added to **SECTION II — WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II — WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. The following paragraph is added to **SECTION II — WHO IS AN INSURED, Paragraph 3**:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY, Paragraph 4. Other Insurance, Subparagraph b. Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

(All other provisions of this section remain unchanged)

Blanket Additional Insureds — As Required By Contract

- A. Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured:

1. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and

- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph a. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph a., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph a. above are completed.

2. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

a. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

b. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

c. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

d. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

e. State or Governmental Agency or Political Subdivision — Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- (1) Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or

(2) The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- i. "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- ii. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2.b. through 2.d., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

B. The insurance coverage afforded to the additional insureds in this coverage extension:

- 1. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury";
- 2. Only applies to the extent permitted by law; and
- 3. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or

2. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this extension shall not increase the applicable limits of insurance.

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II — WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II — WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS — Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We will waive any right of recovery against a person or organization because of payments we make under this Commercial General Liability Coverage Part. This waiver applies only if the insured has agreed in a written contract or written agreement to:

1. Waive any right of recovery against that person or organization; or
2. Assume the liability of that person or organization pursuant to a written contract or written agreement that qualifies as an "insured contract"; and
3. Include such person or organization as an additional insured on your policy.

Such waiver by us applies only to that person or organization identified above, and only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Liberalization

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V — DEFINITIONS

Discrimination

(This provision does not apply in New York).

A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

- 1. Not done by or at the direction of:
 - a. The insured; or
 - b. Anyone considered an insured under **SECTION II — WHO IS AN INSURED;**
- 2. Not done intentionally to cause harm to another person.
- 3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- 4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V — DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;

- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V — DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced by the following:

- 5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V — DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

40000FS 2409345 536

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V — DEFINITIONS** is deleted in its entirety and replaced with the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V — DEFINITIONS**:

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 06 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. BLANKET ADDITIONAL INSURED

1. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

2. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

- a. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
- b. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "productscompleted operations hazard".

40000FS 2409345 543

3. The insurance afforded to the additional insureds in Paragraphs 1. and 2. above:
 - a. Does not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury";
 - b. Only applies to the extent permitted by law; and
 - c. Will not be broader than that which you are required by the written contract, written agreement, or written permit to provide to such additional insured.

4. Exclusions

- a. With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b. With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations**, the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any

professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

5. Conditions

With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations** the following is added to Paragraph 4. **Other Insurance**, a. **Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

6. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the written contract, written agreement or written permit you have entered into with the additional insured; or
- b. Available under the applicable limits of insurance;

whichever is less.

The insurance provided by this provision shall not increase the applicable limits of insurance.

B. PROPERTY DAMAGE CARE, CUSTODY OR CONTROL

1. The following is added to Exclusion j. under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) of this exclusion do not apply for the limited purpose of providing the coverage and sublimits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to:

- (a) Personal property, including keys, in the care, custody or control of an insured; and
- (b) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under a. and b. above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under a. and b. above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

2. With respect this provision only, the following is added to Definition 17. under **SECTION V — DEFINITIONS**:

"Property damage" also includes adjustment of locks to fit new keys or the cost of new locks, including their installation, when replacing keys covered in Paragraph 1.(a) above provided that such "property damage" is not a result of any dishonest act on the part of any insured, or the insured's employees or agents, whether acting alone or in collusion.

C. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONTROLLED (WRAPUP) INSURANCE PROGRAM

1. The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

(V) That is covered by a "controlled (wrap-up) insurance program" in which you are enrolled for your ongoing operations or operations included within the "products-completed operations hazard", unless such "controlled (wrap-up) insurance program" is specifically excluded from coverage on this policy.

2. The following is added to **SECTION V — DEFINITIONS**:

"Controlled (wrap-up) insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

D. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for "bodily injury" or "personal and advertising injury" arising out of his or her providing or failing to provide professional health care services.

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I — COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

E. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. under **SECTION V — DEFINITIONS** is amended as follows:

1. Paragraph c. is deleted in its entirety and replaced by the following:
 - c. Any easement or license agreement;
2. Paragraph f.(1) is deleted in its entirety.

F. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for personal injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced by the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement".

G. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

H. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2409345

COMMERCIAL GENERAL LIABILITY
CG 25 04 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

SUBJECT TO THE TERMS AND CONDITIONS OF THIS POLICY, EACH DESIGNATED LOCATION LISTED ON THE SCHEDULE OF LOCATIONS SHOWN ON THE DECLARATION PAGE FOR THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.

40000FS 2409345 492

D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

POLICY NUMBER: s 2409345

COMMERCIAL GENERAL LIABILITY
CG 25 03 05 09

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

ALL CONSTRUCTION PROJECTS OF YOURS AND LOCATIONS AT WHICH YOU ARE PERFORMING SERVICE WORK FOR WHICH COVERAGE IS PROVIDED UNDER THIS POLICY.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- 4000FS 2409345 490
- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I — Coverage A, and for all medical expenses caused by accidents under Section I — Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of **SECTION III — Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

ElitePac®
Commercial Automobile Extension

COMMERCIAL AUTO
CA 78 09NC 11 17

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II - LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. - Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. - Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. - Exclusions**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion, SECTION II, B.5. -** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. - Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
 2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.
- B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. - Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS - As Required By Contract

The following is added to **SECTION II, A.1. - Who Is An Insured:**

40000FS 2409345 610

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
2. It is permitted by law; and
3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".

C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSURED

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. - Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III - PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. - Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered Private Passenger Auto, "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. - Glass Breakage - Hitting A Bird Or Animal - Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. - Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

40000FS 2409345 612

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B. 5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. - Coverage Extensions:**

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Available in New York)

The following is added to **SECTION III, A.4. - Coverage Extensions:**

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. - Coverage Extensions:**

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, securities or valuable papers. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. - Exclusions:**

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. - Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or
 - d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE - LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. - Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. - Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV - BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. - Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. - Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. - Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. - Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. - Policy Period, Coverage Territory
is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US - DEDUCTIBLES

The following is added to **SECTION IV, B.8. - Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V - DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V - DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

- 1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
- 2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.

40000FS 2409345 614



Post Office Box 150005
 Raleigh, North Carolina 27624-0005
 (800) 809-4859

WORKERS COMPENSATION & EMPLOYERS LIABILITY Insurance Policy

Policy Number	Policy Period	
	From	To
PWC 1017090 01	03/10/2024 <small>12:01 A.M. Standard Time at the described location</small>	03/10/2025

- Builders Premier Insurance Company
 Builders Mutual Insurance Company

RENEWAL DECLARATION Customer #:

1. Named Insured and Address	Agent
MOFFAT PIPE INC 701 FINGER LAKES DR WAKE FOREST NC 27587	JONES INSURANCE AGENCY INC 820 BENSON RD GARNER, NC 27529 Telephone: 919-772-0233 0000250

NCCI Carrier # 63792	FEIN # 562183333	Risk ID # 6120783	Entity of Insured CORPORATION
-------------------------	---------------------	----------------------	----------------------------------

Other workplaces not shown above: See Site Location Schedule

2. The Policy Period is from 03/10/2024 to 03/10/2025 12:01 a.m. Standard Time at the Insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: North Carolina

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: SC, VA, TN, MD, MS, DC except state(s) listed in Item 3.A. above.

D. This policy includes these endorsements and schedules: See attached schedule.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE CLASSIFICATIONS OF OPERATIONS EXTENSION OF INFORMATION PAGE

FAILURE TO PAY ANY PAST OR CURRENT PREMIUMS DUE WILL RESULT IN THE RESCISSION OF THIS OFFER OF COVERAGE.

Minimum Premium	\$	872	Total Estimated Annual Premium	\$	65,259
			Expense Constant	\$	210
			Premium Discount	\$	- 7,220

Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____,
 Issued Date: 02/08/2024
 Issuing Office BUILDERS PREMIER INSURANCE CO.

 Authorized Representative

BUILDERS PREMIER INSURANCE CO.

Post Office Box 150005
Raleigh, North Carolina 27624-0005

WORKERS COMPENSATION & EMPLOYERS LIABILITY

Policy Number: PWC 1017090 01	
Named Insured: MOFFAT PIPE INC	
Agent: JONES INSURANCE AGENCY INC	0000250

EXTENSION OF INFORMATION PAGE

ENDORSEMENT SCHEDULE - ITEM 3.D.

State	Form Nbr.	Ed. Date	Description
US	WC000000C	(1/15)	POLICY PAGE ENDORSEMENT
US	WC000414A	(1/19)	NOTE OF CHG IN OWNERSHIP END
NC	WC000302	(4/84)	DESIGNATED WORKPLACES EXCL END
NC	WC000308	(4/84)	PARTNER/OFFICER/OTH EXC END
NC	WC000313	(4/84)	WAIVER OF SUBROGATION
NC	WC000403	(4/84)	EXP RATING MOD FACTOR END
NC	WC000404	(4/84)	PENDING RATE CHG ENDORSEMENT
NC	WC000406A	(7/95)	PREMIUM DISCOUNT ENDORSEMENT
NC	WC000419	(1/01)	PREMIUM DUE DATE ENDORSEMENT
NC	WC000421F	(8/22)	DOM TERR, EQUAKE, IND ACC END
NC	WC000422C	(1/21)	TRIPRA DISCLOSURE ENDT
NC	WC000424	(1/17)	AUDIT NON-COMPLIANCE CHARGE EN
NC	WC000425	(1/17)	EXP RATING MOD FACTOR END
NC	WC320301D	(7/18)	NC AMENDED COVERAGE ENDORSE
NC	WC320601B	(11/19)	CANCELLATION AND NONRENEWAL
NC	WC320603	(7/18)	NC NON-INS GOODS OR SRV ENDORS

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AS REQUIRED BY WRITTEN CONTRACT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

Vendor Application

PURCHASING DIVISION
LEE COUNTY
PO Box 1968
Sanford, NC 27330

Please fill out this form and send by e-mail to caiceman@leecountync.gov or fax to (919) 718-4631. Your business will be added to our new vendor list.

Phone: (919)-718-4600
Fax: (919)-718-4631

Please Type or Print Legibly

Federal ID # 56-2183333

SS# N/A

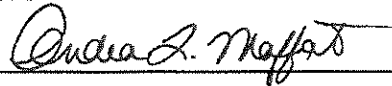
For Finance Use Only Vendor #

Vendor Name Moffat Pipe, Inc.	Date 03/20/2024
---	---------------------------

ORDER ADDRESS	PAY ADDRESS
Street 701 Finger Lakes Drive	Street 701 Finger Lakes Drive
Street	PO Box
City Wake Forest	City Wake Forest
State NC Zip Code 27587	State NC Zip Code 27587

CONTACT PERSON Nadege Anord	TELEPHONE NUMBER 919.295.4630	FAX NUMBER 919.295.4631
---------------------------------------	---	-----------------------------------

CONTACT PERSON E-MAIL ADDRESS accountspayable@moffatpipe.com	TERMS Net 30	DISCOUNT N/A
--	------------------------	------------------------

CONTRACTOR'S LICENSE # (if applicable) 54906	SIGNATURE 
--	---

This firm certifies that it is a : (if applicable)

Disabled Minority Business Enterprise Women Business Enterprise

To qualify for MWBE status, 51% of the company must be owned and controlled by minority groups or women. For the purpose of this definition, minority group members are Black Americans, Hispanic Americans, American Indians and/or American Women. To qualify for Disabled status, 51% of the company must be owned and controlled by disabled persons.

Product(s) and/or Service(s)

Please list the type product(s) and/or Service(s) that your company can provide.

Underground Utilities Construction

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Moffat Pipe, Inc.		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) N/A Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) N/A <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		
	5 Address (number, street, and apt. or suite no.). See instructions. 701 Finger Lakes Drive		Requester's name and address (optional)
	6 City, state, and ZIP code Wake Forest, NC 27587		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
OR									
Employer identification number									
5	6	-	2	1	8	3	3	3	3

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date March 20, 2024
------------------	------------------------------	-------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**DEPARTMENT OF
FINANCE**

Tel: (919) 718-4600
P.O. Box 1968
Sanford, NC 27331-1968

Vendor Electronic Payment Authorization Form

For your convenience and benefit, the County of Lee is now processing all vendor payments electronically, rather than by check. Your payments will be deposited into the checking or savings account of your choice. In addition to having the money deposited electronically, you also will be notified of the deposit by email. This notice will provide you with all the information that would normally be on your check stub.

In the event that you change banks, bank account numbers, or email addresses, you must notify the County with the necessary changes. Failure to notify us of these changes will cause delayed payments to you. Send changes to caiceman@leecountync.gov.

Please print the following information:

■ Vendor Name:	<u>Moffat Pipe, Inc.</u>
Vendor Address: Street:	<u>701 Finger Lakes Drive</u>
City, State, ZipCode	<u>Wake Forest, NC 27587</u>
Vendor Phone Number:	<u>919-295-4630</u>
Name of Bank:	<u>PNC Bank N.A.</u>
Bank Routing Number:	<u>021052053</u>
Bank Account Number:	<u>81195939</u>
Checking or Savings:	<input checked="" type="checkbox"/> Checking Account <input type="checkbox"/> Savings Account
Authorized Signature:	<u><i>Andrea L. Moffat</i></u>
Printed Name:	<u>Andrea L. Moffat</u>
Title:	<u>President</u>
Telephone number:	<u>919-295-4630</u>
■ Notification of payment e-mail address:	<u>accountspayable@moffatpipe.com</u>

Contact Candace Iceman at caiceman@leecountync.gov or (919) 718-4600 ext 5512 with questions or changes to above information.



May 11, 2023

To Whom It May Concern:

Please accept this letter as confirmation of **MOFFAT PIPE INC's** account at PNC Bank. We certify the account details listed below are correct per our records.

Account Title: MOFFAT PIPE INC
Account Number: 81195939
Bank Routing Number: 021052053
Bank Address: PNC Bank, N.A.
249 Fifth Avenue
Pittsburgh, PA 15222

Should you have any questions, please contact our Treasury Management Client Care Team at 1-800-669-1518 or via email at tmcc@pnc.com.

Sincerely,

A handwritten signature in black ink that reads "Rebecca Woodruff". The signature is fluid and cursive.

Rebecca Woodruff
Assistant Vice President, TM Solution Advisor
Treasury Management
PNC Bank

The County of Lee North Carolina

Vendor/Contractor Name: Moffat Pipe, Inc

701 Finger Lakes Dr.; Wake Forest, NC 27587

**IRAN DIVESTMENT ACT CERTIFICATION
REQUIRED BY N.C.G.S. 147-86.59**

As of the date listed below, the Vendor/Contractor listed above certifies that they are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. Contractor/Vendor shall not utilize any subcontractor that is identified on the list.

**E-VERIFY CERTIFICATION
REQUIRED BY N.C.G.S. 143-48.5 & 147-33.95(g)**

As of the date listed below, the Vendor/Contractor listed above and all Vendor/Contractor's subcontractors certify that they are in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

The undersigned hereby certifies that he/she is authorized by the entity listed above to make the foregoing statement.



Signature

Jacob S. King
Printed Name

March 25, 2024
Date

Chief Financial Officer
Printed Title

Lee County, North Carolina
Terms and Conditions

By acceptance of this purchase order, the vendor or contractor, (referred to as the Seller), declares that the supplies, materials, equipment, apparatus, or services will be furnished according to the following terms and conditions:

1. **QUESTIONS CONCERNING THE PURCHASE ORDER:** Contact the Ship To Department shown.
2. **PURCHASE ORDER NUMBER:** The purchase order number must appear on all invoices, packing slips, correspondence and bill of lading.
3. **PRICE:** If prices or terms do not agree with your quotation, you must notify the ordering Department immediately. All prices are quoted F.O.B. DESTINATION unless specifically indicated otherwise.
4. **INVOICES:** All invoices are to be mailed to the Ship To Department. Each purchase order must be invoiced separately. Invoices for partial shipments will be accepted and final invoices should indicate completion of order. The Purchase Order Number must be referenced on all invoices.
5. **CASH DISCOUNTS:** All cash discounts will be effective from the date of actual receipt of a correct and approved invoice by the ordering department.
6. **PAYMENT TERMS:** The County agrees to pay all approved invoices Net Thirty (30) days from the date received and approved. The County does not agree to the payment of late charges or finance charges assessed by the Seller for any reason. Invoices are payable in U.S. funds.
7. **TAXES:** Lee County is not Tax-Exempt. Prices shown on the County's purchase order may not include tax; however, all applicable taxes shall be paid by the County. Seller shall itemize taxes on the Seller's invoice. It should be noted that the County is exempt from Federal Excise Tax except as required to be paid by law.
8. **QUANTITY:** The specific quantity ordered must be delivered in full and will not be changed/increased without the Purchasing Director's written consent. Any unauthorized quantity is subject to rejection and return at Seller's expense.
9. **FREIGHT AND PACKAGING:** Price quotations shall include freight, transportation, shipping, handling and similar charges. Collect freight shipments will be refused. The Seller shall absorb any increase in rates becoming effective after the date hereof. The seller agrees to assume and pay all extra expense occurring on account of improper packaging.
10. **SERVICES PERFORMED:** All services rendered under this agreement will be performed at the Seller's own risk and the Seller expressly agrees to indemnify and hold harmless Lee County, its officers, agents, and employees from any and all liability, loss or damage that they may suffer as a result of claims, demands, actions, damages or injuries of any kind or nature whatsoever by or to any and all persons or property.
11. **APPLICABLE LAWS:** By the acceptance of this order, Seller represents that the goods covered by this order are in full compliance with all applicable local, state or federal laws and regulations and agrees to indemnify and defend Lee County against any loss, cost, liability or damage by reason of Seller's violation of any laws.
12. **CANCELLATION:** Lee County reserves the right to cancel this order, or any part thereof, at any time without penalty. Such cancellation may be based upon failure of the Seller to comply with the terms and conditions of this transaction, failure to perform the work with promptness and diligence, failure to make shipment within the time specified, or for any other reason which causes the Seller not to perform as agreed.
13. **ACCEPTANCE AND INSPECTION:** All goods shall be subject to the County's right of inspection and rejection. Risk of loss and title to all goods shall remain with the Seller until acceptance has been made by the County. If goods are rejected, they will be returned at Seller's risk for credit or replacement at the County's option and all handling and transportation expenses both ways shall be assumed by the Seller. When goods have been rejected, the County shall have the right to cancel any unshipped portion of this order. Payment for supplies shall not constitute acceptance and is without prejudice to claims that the County may have against the Seller.
14. **WARRANTY:** The Seller expressly warrants that goods covered by this order will conform to the specifications, drawings, or samples furnished by the County, be suitable for the purpose intended, and shall be free from defects in material and/or workmanship and shall be merchantable. This warranty shall survive any inspection, delivery acceptance or payment by the County. The Seller also warrants that the goods do not infringe any patent, registered trademark or copyright, and agrees to hold Lee County harmless in the event of any infringement or claim thereof. Additionally, Seller warrants that the goods are free and clear of all liens and encumbrances, and that Seller has a good and marketable title to the same.
15. **HAZARDOUS CHEMICALS:** The Seller shall ensure that each container of a hazardous chemical is labeled, tagged or marked with information required by OSHA's Hazard Communication Standard, Department of Transportation requirements, and any applicable EPA requirements.
16. **MATERIAL SAFETY DATA SHEETS (MSDS):** The Seller shall ensure that Lee County is provided an appropriate current MSDS with or prior to the initial shipment of a hazardous chemical, and with or prior to the initial shipment after the MSDS is updated.
17. **NON-DISCRIMINATION POLICY:** Lee County does not discriminate on the basis of race, color, sex, national origin, religion, age or disability.
18. **VERBAL AGREEMENT:** This purchase order, including all references and/or insertions, with the stated terms and conditions thereon shall constitute the complete agreement between the County and Seller. The terms and conditions of this order shall not be modified by any verbal understanding and shall only be binding if agreed to in writing by the County.
19. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that the Seller is an independent contractor and not an agent of Lee County, and as such, Seller and his or her agents and employees shall not be entitled to any county employment benefits, including but not limited to vacation, sick leave insurance, worker's compensation, pension or retirement benefits.
20. **GOVERNING LAW:** This agreement shall be governed and interpreted pursuant to Laws of the State of North Carolina. Any legal actions arising from default of this contract shall be brought only in the County of Lee, State of North Carolina.
21. **E-VERIFY:** For purchase orders that include construction or services, employers and their subcontractors with 25 or more employees in North Carolina as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with the County. E-Verify is a Federal program operated by the US Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hire employees pursuant to federal law.
22. **IRAN DIVESTMENT ACT CERTIFICATION:** By acceptance of this purchase order Seller certifies that: (i) Seller 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 (ii) Seller will not utilize any subcontractor performing work under this Purchase Order which is listed on the Final Divestment List. The Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/iran and should be updated every 180 days.

GENERAL SPECIFICATIONS

SECTION 100 - SUMMARY OF WORK

The purpose of this project is to provide gravity sanitary sewer access to the new county library (not yet under construction) in Sanford, NC. The major tasks for this project include:

- Pavement Removal
- Temp. Erosion Control
- Gravity Sanitary Sewer Installation (public line)
- Asphalt Paving
- Pavement Marking

Included with the Contract Documents is a set of Construction Drawings entitled "SANITARY SEWER EXTENSION TO NEW COUNTY LIBRARY" prepared by J Thomas Engineering, Inc. and dated February 1, 2024.

SECTION 200 - ADHERENCE TO CONTRACT DOCUMENTS

The Contractor shall follow the project specifications, construction drawings, and any addenda enclosed in these Contract Documents. Where any discrepancies are found, the Contractor shall discuss with the Owner. Any work required to complete the project that is not covered in the project specifications should be discussed with the Owner prior to performing.

The Contractor is responsible for construction staking to assure conformance with the construction drawings. Construction staking shall be considered incidental to the work (i.e. no separate payment will be made).

SECTION 300 – INSPECTION OF WORK

All materials and each detail of work shall be subject to inspection by the Owner and City of Sanford (utility owner). The Owner and City inspectors shall be allowed access to all parts of work and assistance shall be provided by the Contractor as necessary for inspections to be carried out.

Any work covered prior to inspection by the Owner may have to be uncovered, as requested by the Owner for inspection, at the Contractor's expense.

SECTION 400 – MATERIALS

All materials used on this project shall meet the quality requirements provided in the Contract Documents. All materials shall be first approved by the Owner prior to installation. The Contractor shall submit up to three (3) copies of shop drawings and/or material certificates as

well as the other Submittals required in the Technical Specifications for approval by the Owner prior to the Contractor purchasing and installing any materials on this job. Any material used not meeting the approval of the Owner shall be removed and replaced with an acceptable material.

Materials are to be stored in accordance with the Specifications as well as the supplier's recommendations and requirements. Material storage area(s) are specified on the construction drawings. Any other locations shall first be approved by the Owner.

Materials are to be handled in accordance with the Specifications as well as the supplier's recommendations and requirements.

SECTION 500 – ACCEPTANCE OF WORK

Any work that does not reasonably conform to the requirements of the Construction Documents shall be considered unacceptable and shall be removed and replaced at the Contractor's Expense. Unacceptable work, as determined by the Owner, may be poor workmanship, use of defective materials, or damaged work.

Upon notice from the Contractor, the Owner will make a Final Inspection of the work deemed by the Contractor to be substantially complete. If the Owner finds any part of the work as being unsatisfactory, the Owner will provide the Contractor a list of the corrections necessary. Once these corrections, if any, are completed to the satisfaction of the Owner, the Owner will make the 'Notice of Acceptability of Work' to the Contractor and Owner. Upon issuance of the 'Notice of Acceptability of Work', the remainder of the Contract Price, including retainage, shall be paid by the Owner to the Contractor.

If the Contractor determines that additional compensation is due for work that is deemed not covered in the contract (or by Owner's Change Order), the Contractor shall notify the Owner in writing of any intentions to make a claim. Contract disputes shall be handled by 'Dispute Resolution' provided as Exhibit A of the Contract.

SECTION 600 – GENERAL COORDINATION

The Contractor shall plan on attending the following meetings with the Owner and/or Owner: pre-construction meeting, periodic progress meetings, and project close-out. The Contractor may be asked to attend other meetings as deemed necessary by the Owner.

The Contractor shall contact the Owner on any discrepancies found in the Contract Documents prior to proceeding with work. The Contractor will be liable for work performed in an unacceptable manner.

The Contractor shall coordinate with Owner prior to performing any material tests required under the specifications of these Contract Documents. The Contractor is responsible for making

the tests required by these contract documents under the supervision of the Owner. Testing shall be observed by the Engineer or the Owner's Geotechnical consultant.

SECTION 700 – COORDINATION WITH UTILITY COMPANIES

A survey and limited utility locates were performed for this project. The Contractor is responsible for protecting utilities during construction. The Contractor shall call NC 'One Call' Center NC811, prior to beginning any excavation. The Contractor is responsible for any utilities damaged during construction. The power company shall be notified when excavating within 15 feet of their utility poles.

SECTION 800 – TRAFFIC CONTROL

The Contractor is responsible for providing appropriate traffic control as may be necessary during the course of the project. The Contractor shall prepare a traffic control plan if so required by the City of Sanford or NCDOT for work in their R/W. Traffic control shall be considered incidental to the work (i.e. no separate payment will be made for traffic control).

SECTION 900 – ENVIRONMENTAL AWARENESS

Contractor shall minimize disturbance to the extent practicable. Silt fence and/or other erosion control measures as shown on the drawings, as indicated in the Technical Specifications, and/or as directed by the Owner shall be installed just below disturbed areas to help prevent sediment from leaving the project site. Where earth is exposed and will not be covered by asphalt or concrete, the Contractor shall stabilize within seven (7) calendar days with seed and straw per the Specifications.

Contractor to provide sufficient dust control when warranted or as directed by the Owner. Contractor shall also take measures to prevent mud tracking onto the public streets or other paved areas.

SECTION 1000 - UNIT PRICE BASIS FOR MEASUREMENT AND PAYMENT

All costs associated with successful completion of the project, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction, equipment and tools; and performing all necessary labor and supervision to fully complete the project shall be included in the unit prices bid. The cost of any incidental work needed to successfully complete the project but not included as a unit bid item, shall be included in a related item.

Estimated item quantities stipulated on the Bid Form or Contract Documents are approximate and are to only be used as a basis for estimating probable cost of the project and for purposes of comparing bids. The actual item quantity amount needed to complete the project may differ from the estimated item quantity. Where the quantities provided by the Owner are

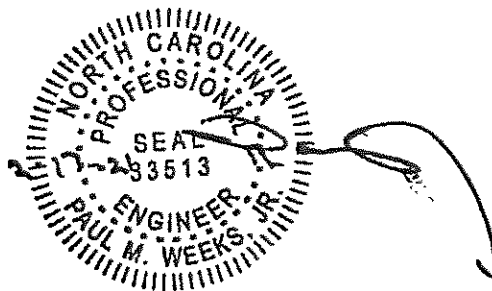
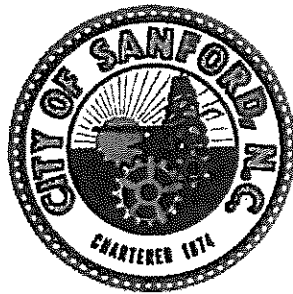
substantially different than what is needed to complete the project, the Contractor shall notify the Owner. The basis for payment will be for the actual in-place quantities.

The Contractor is responsible for submitting material invoices and documentation of field measurements made as his basis for payment. The Owner will make his own measurements for comparison with the Contractor's measurements. The Contractor's documentation shall be submitted to the Owner with the Application for Payment.

SECTION 1100 – CLOSEOUT SUBMITTALS

The contractor shall maintain a set of 'red-lined' drawings for any changes approved in the field by the Owner. At the conclusion of the construction, and prior to final payment, the contractor shall submit the 'red-lined' drawings as well as a field survey (in AutoCad and PDF format) of as-built conditions (as prepared by Professional Land Surveyor) to the Owner. The closeout submittals shall be considered incidental to the work (i.e. no separate payment will be made).

**GENERAL SPECIFICATIONS
GRAVITY SEWER MAINS & MATERIALS
FEBRUARY 2021**



**CITY OF SANFORD
SANFORD, NORTH CAROLINA**

- C111/21.11, as manufactured by US Pipe, American, McWane Ductile, or approved equal.
- ii) Mechanical joints shall be constructed per ANSI/AWWA C111/21.11. Bolted mechanical joints shall be used under all concrete structures and between all treatment structures for underground piping.
 - iii) Flanged joints shall be constructed of ductile iron pipe conforming to ANSI/AWWA C115/A21.15 screwed into flanges drilled and faced per ASME/ANSI B16.1 for both 125 Lb. or 250 Lb. working pressure. The pipe shall extend completed through the screwed-on flange. The flange face shall be flat and perpendicular to the pipe center line. Flanged joints shall be used for all exposed (non-buried) ductile iron piping.

3. Restrained Joints for Ductile Iron Pipe and Fittings:

- a. Restrained joint pipe and fittings, where called for, shall consist of one of the following:
 - i) Bolted retainer rings and welded retainer bars
 - ii) Boltless type which include ductile iron locking segments and rubber retainers
- b. Bolts for restrained joints, if applicable, shall conform to ASME B18.2.1.
- c. Restrained pipe and fittings shall be Flex-Ring or Lok-Ring as manufactured by American Cast Iron Pipe Company, TR Flex or Bolt-Lok as manufactured by US Pipe, or approved equal.

4. PVC Pipe - All PVC pipe shall be manufactured in accordance with ASTM D3034 for Type PSM polyvinyl chloride (PVC) sewer pipe and fittings. All PVC pipe shall be SDR 21 or 26 wall thickness pipe, unless otherwise specified. PVC sewer pipe shall be used only for eight-inch (8") diameter sewer mains which will serve residential areas where further main extensions are not possible. No commercial/industrial applications shall be permitted.

All bell-and spigot joints shall meet ASTM D3212. All fittings shall use rubber gaskets which conform to the requirements of ASTM F477.

5. Fittings - All DIP fittings shall be manufactured in accordance with ANSI/AWWA C110/A21.10. Fittings shall be all bell mechanical joint per ANSI/AWWA C110/A21.10 unless otherwise noted, and shall have interior cement mortar lining in accordance with ANSI/AWWA C104/A21.4.

and overlay the midpoints of previous tape widths. Polyethylene backed coatings shall be protected from sunlight at all times. The wrapping shall terminate 6" from outside field weld sites. The tape wrap system shall be the YG III system as manufactured by the Polyken Division of Kendall Co., Boston MA, or equal.

The outside of exposed exterior steel pipe and fittings shall receive, over the inorganic zinc prime coat, 3 mils of modified acrylic latex which shall be Carboline 3359 as manufactured by Carboline or equal, and 1 1/2 mil top coat of modified acrylic which shall be Carboline 4685 as manufactured by Carboline, or equal.

Interior Welded Pipe: Finish wrap or heat shrink sleeves per AWWA C216 shall be applied to each joint of the pipe for continuous wrapping of all steel piping. Weld after backfill process shall require 105 mil minimum heat shrink sleeve to be applied prior to backfilling. Backfill shall be a minimum of 3 feet over the pipe prior to welding in order to prevent excess heat from damaging the linings or sleeve.

Exterior Welded Pipe: Tape wrapping at welded joints shall be held back six inches from each end and the joints shall be field coated in accordance with AWWA Standard C209. The joint coating shall consist of a primer and two wrap layers of Polyken 934-50, Aqua-Shield™, or equal.

The interior of all steel pipe and fittings shall receive a cement mortar lining conforming to AWWA C602 for in-place lining, or AWWA C205 for shop lined applied lining, unless otherwise shown on the drawings. Shop lining of welded joint pipe shall be held back as required to facilitate welding. Inside field joints shall be prepared and lined as described by appropriated Appendices of AWWA C602 and C205.

Encasement pipe shall be spiral welded steel pipe conforming to all the requirements of ASTM A139, Grade B, with a minimum yield strength of 35,000 psi. The minimum casing and wall thickness are as follows:

minimum vertical load resistance of 400 pounds and a minimum pull out strength of 2,000 pounds when tested according to ASTM C497.

- j. All joints shall be sealed with ConSeal and exterior mastic wrap meeting or exceeding ASTM C990 and ASTM C972 standards. Grout shall be applied to the interior joints, exterior joints, and lift holes, unless otherwise specified by the Engineer.

The manhole top elevations shall be set to the required elevation as indicated on the plans. Concrete grade rings or brick up to ten inches (10") and metal rings up to three inches (3") for a total of ten inches (10") may be used for final grade adjustment.

The design for the reinforced concrete manhole sections shall conform to ASTM C478. The manhole sections shall have a standard tongue and groove joint. Shop drawings in accordance with the General Conditions of these Contract Documents will be required.

- 11. Concrete Block Manholes shall only be used when approved by Engineer.
 - a. Concrete Manhole Bases - shall have a 28-day compressive strength of 2500 psi and slump of not greater than four inches (4").
 - b. Block Manhole Units - shall be steamed cured and shall have an individual compressive strength of 2500 psi of the cross-sectional area of the unit as laid up in the wall. The maximum average absorption shall not exceed 7% by weight nor exceed 8% by weight of any individual unit. Test for strength and absorption shall be made on not less than two (2), nor more than three (3), specimens consisting of whole undamaged units and based on a twenty-four (24) hour immersion test.
 - c. Mortar - used for sewer block masonry shall be composed of one (1) part Portland cement and two (2) parts sand. Portland cement shall meet the requirements of the latest ASTM C150, Type 1. Sand shall meet requirements of ASTM C144. Mortar shall be mixed in a clean tight mortar box or mechanical mixer, and shall be used within forty-five (45) minutes after mixing.
Manhole exteriors shall be plastered with a minimum of 3/4" of an appropriate, watertight cement mortar.
 - d. Manholes- shall be constructed with eccentric tops, standard manhole rings and covers, and slip-resistant, plastic-coated cast-iron manhole steps equally spaced not to exceed sixteen inches (16") c/c not more than twelve inches (12") below rim (see detail). Steps shall

13. Gravity Sewer Lines and Manholes Required to Meet Water Main Design Standards

- a. Designs, materials and construction methods shall meet this Part and/or current NCDEQ standards, whichever are more stringent.
- b. Manholes shall be pre-cast concrete. Manhole lift holes and grade adjustment rings shall be sealed with non-shrinking mortar or other material approved by the NCDEQ.
- c. Manholes shall be constructed to be watertight per Section A. 15 of this specification.
- d. Gravity sewer pipe shall be constructed of water main equivalent pipe materials, as designated on the plans, such as Class 50 DIP (if 16" or less) and SDR 21 PVC water main rated pipe. In any event Materials must meet the requirements of this Part and/or current NCDEQ standards, whichever is more stringent. Special pipe testing requirements for such purposes are listed in Section C. 5 of this specification.

14. Water Tight Manhole

- a. Manhole frames and covers shall be made watertight by eliminating the vent holes, installing a rubber O-ring gasket seal or a side seal gasket, and installing either four countersunk stainless-steel hex head bolts with rubber gaskets or using a cam-loc style ring and cover.
- b. Manholes noted to be water tight shall receive a watertight exterior joint seal using either butyl joint wrap or an asphalt sealant.
 - i) Butyl joint wrap shall be a minimum width of 12-inches and comply with ASTM C877.
 - ii) Asphalt sealant shall be Carboline, Bitumastic 300m; Tnemec, Tneme-Tar; or equal.
- c. Manholes shall be provided with a full waterproof interior coating/lining.

- iii) Class III Soil - Fine sand and clayey gravels, including fine sands, sand clay mixtures, and gravel clay mixtures. Soil types GM, GC, SM, and SC are included in this class.
- iv) Class IV Soil - Silt, silty clays, and clays, including inorganic clays and silts of medium to high plasticity and liquid limits. Soil types MH, ML, CH, and CL are included in this class. These materials are not recommended for bedding, haunching, or initial backfill.
- v) Class V Soil - Includes the organic soils types OL, OH, and PT, as well as soils containing frozen earth, debris, rocks larger than 1½ inches in diameter, and other foreign materials. These materials are not recommended for bedding, haunching, or initial backfill for any of the accepted pipe materials.

Suitable soils for backfill of pipe trenches shall be Classes I – III unless otherwise specified by the Engineer. The Contractor shall be responsible for obtaining suitable backfill material if it is not available on site.

B. CONSTRUCTION METHODS

1. Trench Excavation - The Contractor shall perform all excavation of whatever substances are encountered to the depths shown on the plans or as directed by the Engineer. The width of the trench, one foot (1') above the top of the pipe to be installed at bell end shall not exceed the outside diameter of the pipe plus twenty-four inches (24"). Where unsuitable material or rock is encountered, the trench shall be excavated six inches (6") below the bottom of the pipe and this depth shall be refilled with suitable material and thoroughly tamped.

All excavation is unclassified. Cost of unsuitable material or rock excavation and backfill to grade shall be included in unit price bid per foot for sewer pipe, complete and in place.

When foundation material has poor supporting value, the pipe foundation shall be reinforced by one of the following methods:

- a. By replacing the unsuitable material to a minimum depth of six inches (6"), or such other depth as directed by the Engineer, with gravel or crushed stone;

- c. The City shall not be responsible for making the Contractor adhere to OSHA regulations and standards. However, the City may report known violations or unsafe practices to the appropriate enforcement agency.
3. Bypass Pumping Plan - Where connections are to be made to existing sanitary sewer currently in operation a sewer bypass pumping plan must be submitted to the Engineer for approval prior to beginning construction activities requiring pumping operations. Pumps should be sized for 2.5 times the projected average daily flow for major outfall lines (12" and greater) and 4.5 times the projected average daily flow for all other sewer lines with a minimum of 50 gpm for the line or area of work. The Contractor shall secure pumps from a pump supplier according to the provided flow information. Pumping operations must be monitored 24 hours per day for each day of the pumping operation by qualified personnel in order to respond to problems or failures. 100% redundancy is required for pumping operations.
4. Laying Pipe - Gravity flow sewer pipe shall be laid using an approved laser under the direction of a qualified operator. The trench shall be shaped by hand to line and grade, and the bedding surface shall provide a firm foundation for the full length of the body. Grooves shall be cut in the trench for the bells so that each joint of pipe shall be bedded for its full length. Pipes shall be laid with bells up grade and ends fully and closely jointed.

All proposed gravity sewer lines shall have a maximum reach of four hundred (400) linear feet between manholes. All 8-inch gravity sewer lines shall have a slope of not less than 0.55 percent (0.55%) and not greater than 10.0 percent (10.0%). The minimum slope allowed for 6-inch sewer shall be 0.75%.

Pipe connections to new and existing manholes shall be made using a flexible pipe boot per these specifications, and in such a manner that the finished work will conform as nearly as practicable to the essential applicable requirements specified for new manholes, including all necessary concrete work, cutting, and shaping. The connection shall be centered on the manhole. Holes for the new pipe shall be of sufficient diameter to allow for the boot connection to be made but no larger than 1½ times the diameter of the pipe. Cutting the manhole shall be done in a manner that will cause the least damage to the walls, such as using a concrete core saw. Use of pneumatic hammers, chipping guns, or sledge hammers is not permitted to form new inverts. The Contractor shall prevent any construction debris from entering the existing sewer line when making the connection.

barriers prevent a 10-foot horizontal separation, then abide by one of the following:

- a. The water main shall be laid in a separate trench, with the water main at least 18" above the sewer line
- b. The water main shall be laid in the same trench as the sewer, with the water main located at one side on a bench of undisturbed earth, with the water main at least 18" above the sewer line

In all sections where the sewer line and the water main do not maintain the minimum 18" vertical separation, they shall be constructed according to Section B 6, Water Main Crossing Sewer.

8. Aerial Crossings

- a. In cases where aerial crossings are used to cross streams, piers shall generally be located at a uniform spacing of 20 feet or 1 pier for every joint of pipe.
- b. All pier footings shall be designed by a licensed NC Professional Engineer and the assumptions for the footing design included on the plans. At a minimum, the footing design shall include:
 - i) The allowable soil bearing capacity
 - ii) Design concrete compressive strength
 - iii) Plan for reinforcing steel with sizing and location on bars
 - iv) Force diagram including buoyant forces and stream velocity impacts
 - v) Depth of installation to prevent frost heaving and compromise from scour
 - vi) Bedding design to prevent differential settlement
 - vii) Factors of safety for unanticipated loads such as trees falling across the aerial crossing
- c. Appropriate joint technology, such as flanged or restrained, adequate supports to prevent excessive flexion, or a combination of both, shall be provided for all aerial pipe crossings.

- v) Verify that installed manholes meet required alignment and grade
 - vi) Cut pipe flush with interior of structure
- i. Doghouse Manholes and Structures
- i) Carefully excavate around existing sewer line to adequate depth for foundation slab installation
 - ii) Protect existing pipe from damage
 - iii) Replace soft soil with granular fill compacted to 95 percent maximum density
 - iv) Install manhole structure around existing pipe; manhole structure shall be supported fully by compacted crushed stone bedding or a support system, as indicated on the Drawings.
 - v) Grout the pipe entrances so as to provide a watertight seal.
 - vi) Coordinate connection to existing pipe with the Owner and the Engineer.
- j. Concrete Block Manholes
- i) Base - Concrete masonry manholes shall be built on a slab as specified and shown on the drawings.
 - ii) Laying the Masonry Units - Manhole masonry units shall be laid plumb and in a full bed of mortar. A running bond will be used and the block will be laid to form a true circle (oblong or oval-shaped manholes will not be permitted unless approved by the Engineer). One (1) or two (2) courses of 2¼" high concrete brick may be used at the top of the manholes to adjust height for placing the manhole ring and cover. Concrete brick may also be used for closing openings around pipes and inverts. Buttering the manholes masonry unit on the end is not required. The cylinder which is formed when the ends of the masonry units meet must be completely filled with mortar so as to form a water-tight lock and joint. The thickness of the horizontal mortar joint will be left to the discretion of the Contractor, but shall not be less than 3/8" thick or more than 3/4" thick. The joints shall be completely filled with mortar. No spalls or bats shall be used except for shaping around irregular openings or when unavoidable to

2. Test for Displacement of Sewers - Upon completion of sewer line construction, a displacement test shall be conducted by the Contractor, in the presence of the Engineer. The Contractor shall provide all labor, required confined space entry permit documents, and test apparatus. The test shall be conducted according to one or both of the two following options: 1) A light will be flashed between manholes; if the illuminated interior of the pipe shows any misalignment, displaced pipe, or any other defects, they shall be corrected by the Contractor at his expense; 2) The interior of the line will be surveyed using CCTV, and the recording reviewed for any sags, misalignment, displaced pipe, or other defects; the video recording shall be submitted to the City of Sanford and the Engineer for review.
3. Infiltration Tests - Where ground water is encountered during construction, all pipe joints for the sewer line shall be of such quality that there shall be no perceptible infiltration of ground water into the sewer from any single joint. The Engineer may conduct infiltration testing ~~if it is~~ where deemed necessary.

The Contractor shall furnish all labor and equipment, and shall assist the Engineering in making these tests. The length of line to be tested at a time shall be subject to the approval of the Engineer. Total infiltration in one (1) twenty-four (24) hour period shall not exceed one hundred (100) gallons/inch of diameter, per mile of sewer.

4. Pressure Tests – All gravity sewer pipe required to meet water main standards based on NCDEQ requirements shall be pressure tested to water main standards of 1.5 times working pressure. This shall be based on the maximum depth of the pipe in feet within the project area times 1.5 divided by 2.31. For example, 20-foot cut x 1.5/ 2.31 = 13 psi, or NCDEQ requirements, whichever is more stringent
5. Vacuum Testing - All manholes shall be tested in accordance with ASTM C1244 prior to backfill. Plug pipe openings a minimum of six inches beyond the manhole wall and position the vacuum tester according to the manufacturer's recommendations. Draw a vacuum of 10 inches of mercury, close the valve on the vacuum line and shut off the vacuum pump and measure the time for the vacuum to drop to 9 inches of mercury. The manhole shall pass when the time to drop to 9 inches of mercury meets or exceeds the table below:

7. Protection of Construction – When and where deemed appropriate by MUTCD or OSHA standards, the Contractor shall provide and maintain warning signs, lights, flagmen, and barricades at his own expense and cost, and shall take all necessary precautions to adequately protect life and property.

D. METHOD OF MEASUREMENT

1. Sewer Pipe – Measurement of sewer pipe shall include the total linear feet of pipe installed, complete, in place, tested, and accepted by City or Engineer, including the trenching, backfilling, clear and grubbing right-of-ways, furnishing labor tools, materials and equipment necessary for installing pipe, and for backfilling and all other necessary incidentals. Depth shall be measured from the existing ground surface to the bottom of the pipe.
2. Manholes - For manholes, by actual count at the various depths stated in the proposal, depth shall be measured from the top of manhole casting to the invert.
3. Service Taps - Taps will be counted by unit, complete in place, and accepted including the restoration of pavement, curb, gutter, sidewalks, grass, etc.

E. BASIS OF PAYMENT

Payment will be made for all items based on the unit and lump sum prices stated in the proposal and measured as previously described. Any costs for cleanup ~~and seeding~~ shall be included in the price per linear foot for installation of the sewer line. Construction of the sewer line shall be considered as ninety percent (90%) complete until such time as the cleanup for that section of line is completed to the satisfaction of the City. Therefore, payment shall only be ninety percent (90%) of the price per linear foot until the cleanup, seeding, etc., for that section of line is completed to the City's satisfaction. The prices stated in the proposal shall cover all work required to properly install the sewer mains, complete with all necessary appurtenances, in accordance with the plans and specifications.

C. American Welding Society:

1. AWS D1.1 - Structural Welding Code – Steel.

D. ASTM International:

1. ASTM A36 - Standard Specification for Carbon Structural Steel.
2. ASTM A139 - Standard Specification for Electric-Fusion (Arc)-Welded Steel Pipe (NPS 4 and Over)
3. ASTM C33 - Standard Specification for Concrete Aggregates.
4. ASTM C150 - Standard Specification for Portland Cement.

E. National Utility Contractors Association:

1. NUCA - Guide to Pipe Jacking and Microtunneling Design.

F. State of North Carolina Department of Transportation

1. Standard Specifications for Roads and Structures, latest revision
2. Policies and Procedures for Accommodating Utilities on Highway Rights of Way

G. Occupational Safety and Health Administration

1. Safety and Health Regulations for Construction

COORDINATION

- A. For all work within the Department of Transportation right-of-way, notify the appropriate office of the Department of Transportation at least 72 hours prior to beginning construction.
- B. No blasting will be done without prior written approval of the Department of Transportation. If requested, furnish the Department of Transportation with details of the proposed blasting method.
- C. At all times, ensure the free and unobstructed use of the right-of-way for the passage of traffic without delay or danger to life, equipment, or property.

PREINSTALLATION MEETINGS

CLOSEOUT SUBMITTALS

- A. Project Record Documents: Record actual locations of casing, carrier pipe, and invert elevations.
- B. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

QUALITY ASSURANCE

- A. Perform Work according to AREMA, NUCA, OSHA, and AASHTO guidelines.
- B. Comply with all Federal, State, and local laws, ordinances, rules, and regulations affecting the work under this section.
- C. Where applicable, perform Work according to State of North Carolina Department of Transportation standards.
- D. All welding procedures used to fabricate and install steel casings shall be performed in accordance the provisions of ANSI/AWS D1.1.

QUALIFICATIONS

- A. Installer: Company specializing in performing Work of this Section with minimum five years' documented experience.
- B. Welders: AWS qualified by an independent local, approved testing agency within previous 12 months for employed weld types.
 - 1. A minimum of 3 years recent experience within the last 5 years with welding procedures required on this project.
- C. Licensed Professional: Professional ENGINEER experienced in design of specified Work and licensed in State of North Carolina.

DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage. If any defective material is discovered, remove it and replace with sound pipe or repair defective material in an approved manner and at the CONTRACTOR's expense.
- B. Handling: Support casing and carrier pipes with nylon slings during handling. Do not place pipe within pipe of a larger size and do not roll or drag pipe over gravel or rock.

CASING AND JACKING PIPE

A. Steel Casing Pipe:

1. Comply with ASTM A139, Grade B.
2. Minimum Yield Strength: 35,000 psi.
3. Welded Joints:
 - a. Comply with AWS D1.1.
 - b. Full circumference.
4. Interior and exterior coating.
 - a. Additional coating requirements, if any, may be included in the encroachment agreement. The encroachment agreement is included and made a part of the Contract Documents.
5. Pipe Sizing:
 - a. The encasement pipe shall be of the diameter and wall thickness indicated on the drawings, but in no case shall they be less than required by authorities having jurisdiction.

B. Performance and Design Criteria:

1. Casing Pipe: Leakproof.
2. Loading:
 - a. Highways:
 - 1) Earth cover.
 - 2) H-20 live loading, according to AASHTO HB-17.
 - 3) Impact loading according to AASHTO HB-17.
 - b. Railways:
 - 1) Earth cover.
 - 2) Comply with AREMA - Manual for Railway Engineering.
 - 3) Impact loading according to AREMA guidelines.

- a. Casing spacers shall be spaced a maximum of eight (8) feet apart along the length of the carrier pipe with one casing spacer within two (2) feet of each side of a pipe joint and the rest evenly spaced.
- b. The casing spacer polymer shall contain ultraviolet inhibitors and shall have a minimum compressive strength of 3,000 psi, an 800 Volts/mil dielectric strength and impact strength of 1.5 ft-lbs/inch. Each casing spacer shall have full length, integrally molded skids extending beyond the bell or mechanical joint of the carrier pipe.

B. Steel Strapping: Comply with ASTM A36.

C. Casing End Seals

1. Casing end seals shall be used to completely close both openings on either side of the casing.
2. End seals shall be 1/8-inch thick synthetic rubber secured with stainless steel banding straps. Other end seals may be constructed only as pre-approved by the ENGINEER or as required by authorities having jurisdiction.

EXAMINATION

- A. Verify that connection to existing piping system, sizes, locations, and invert elevations are as indicated on Drawings.
- B. Examine the areas and conditions under which the boring is to be installed and become familiar with the conditions under which the work will be performed, all necessary details, and the suitability of the proposed equipment and methods for the orderly prosecution of the work.
- C. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.
- D. Notify the ENGINEER immediately if conditions do not permit a bore and jack installation.

PREPARATION

- A. Identify required lines, levels, contours, and datum locations.
- B. Existing Utilities:
 1. Locate and identify utilities indicated to remain and protect from damage.
 2. Notify ENGINEER of any potential utility conflicts immediately.

6. Where necessary, trenches shall be securely sheeted and braced to prevent caving.
7. The pits or trenches shall be backfilled immediately after the operation has been completed.

D. Casing Pipe:

1. The driven portions of the casing shall be advanced from the lower end of the casing unless specific permission to do otherwise is obtained from the ENGINEER.
2. Boring:
 - a. Boring operations shall be continuous to their completion, and unnecessary or prolonged stoppages shall not be allowed to prevent the pipe from becoming firmly set in the embankment.
 - b. Steel rails or beams embedded in concrete shall be used in the pit for placement and alignment of each piece of casing during installation operations.
 - c. Push pipe into ground with boring auger rotating within pipe to remove soil.
 - d. Do not advance cutting head ahead of casing pipe, except for distance necessary to permit cutting teeth to maintain clearance for pipe.
 - e. Arrange machine bore and cutting head to be removable from within pipe.
 - f. Arrange face of cutting head to provide barrier to free flow of soft material.
 - g. If unstable soil is encountered during boring, retract cutting head into casing to permit balance between pushing pressure and ratio of pipe advancement to quantity of soil.
3. Abandonment of Bore: In the event that an obstruction is encountered during the dry boring operation, the casing shall be inspected by the ENGINEER and determined if it may be removed or left in place.
 - a. If an obstruction is encountered during the dry bore operation which prohibits further extending of the bore, terminate the bore if approved by ENGINEER as follows:
 - 1) Remove the boring auger and the casing pipe.

- c. No blocks or spacers shall be wedged between the carrier pipe and the top of the casing.
4. The carrier pipe shall extend a minimum of 2 feet past casing pipe on each end.
5. Install an end seal on each end of the casing pipe so that annular space between the casing and carrier pipe is sealed.

TOLERANCES

A. Excavation:

1. Minimize overbore by matching the cutter diameter to the diameter of the encasement pipe as closely as practicable. Do not overcut excavation by more than 1 inch greater than OD of casing pipe.

- B. The alignment and grade of the encasement pipe shall be carefully maintained and the encasement pipe installed in a manner that will allow of the installation of the carrier pipe to the lines and grades shown on the plans.

C. Casing Pipe Vertical and Horizontal Alignment:

1. Horizontal: Variation in the final position of the pipe from the line and grade established by the ENGINEER will be permitted only to the extent of 0.5% in lateral alignment.
2. Vertical Alignment: Where the carrier pipe is to be laid on a uniform grade (i.e. gravity sewer line or gravity storm drain) the variation in vertical alignment will be as follows:

- B. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

END OF SECTION

SECTION 02270

EROSION CONTROL

PART 1 – GENERAL

1.01 SCOPE

- A. This Specification shall include the work necessary to install and maintain erosion control measures shown on the Plan. Also, prior to completing the construction project, to remove the erosion control measures that are specified as temporary measures.
- B. The Contractor is responsible for implementing the Erosion Control Plan provided in the Plans as well as complying with the North Carolina Department of Environmental Quality (NCDEQ) Erosion Control Permit (if any) and associated NPDES Stormwater Permit during the entire duration of the construction period.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. All work shown on the Plans shall comply with the applicable sections of the following standards. All referenced items shall refer to the most recent issue at the time of Bidding.
 - 1. North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
 - 2. NCDEQ Erosion and Sediment Control Planning and Design Manual.
 - 3. American Society for Testing and Materials (ASTM).

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Erosion Control Stone
 - 1. Rock that will remain after the project is complete, such as the outlet of permanent pipes and ditches, shall conform to NCDOT Standard Specifications 876 and 1042. Refer to the Plan for the Class Rip Rap required.
 - 2. Rock used for temporary erosion control measures shall conform to NCDOT Standard Specification 1610.
- B. Filter Fabric and Hardware Cloth
 - 1. Filter Fabric shall comply with NCDOT Standard Specification 1056.
 - 2. Filter Fabric used for silt fence shall be Type 3 under the NCDOT Standard Specification 1056.

3. Filter Fabric used under rock shall be Type 2 under the NCDOT Standard Specification 1056.
 4. Hardware cloth used for temporary inlet protection shall have ¼" openings and constructed from 24 gauge wire.
- C. Rolled Matting
1. Rolled Matting used to stabilize steep slopes, ditches, temporary diversions, etc. shall be installed after seeding and in accordance with NCDOT Standard Detail 1631.01 and shall comply with NCDOT Standard Specification 1060-8 and 1631.
- D. Temporary Silt Fence
1. Temporary Silt Fence shall comply with NCDOT Standard Specification 1605.
 2. Temporary Silt Fence 'Outlet' shall comply with NCDOT Standard Specification 1606.
- E. Coir Fiber Wattle
1. Coir Fiber Wattles are specified as perimeter barrier protection (similar function as silt fence) and in low volume ditches and swales (similar function as check dams) shall comply with NCDOT Standard Details (Coir Fiber Wattle and Coir Fiber Wattle Barrier).

PART 3 – EXECUTION

3.01 PERMIT COMPLIANCE

- A. The NCDEQ Erosion Control Permit and NPDES Stormwater Permit (if obtained for this project) shall be adhered to and all monitoring and reporting requirements shall be completed by the Contractor for the duration of the construction period. Any changes to the Site Erosion Control Plan shall be first approved by the Engineer and NCDEQ.
- B. The Erosion Control Measures shown on the Plan shall be fully implemented. The Contractor must not disturb any area outside the limits of disturbance as shown on the Plan without approval from the Owner and modification to the NCDEQ Permit (if applicable).
- C. The 'Construction Sequence', if provided on the Plan, shall be adhered to. If Erosion Control Permit is obtained for this project, notify the regional NCDEQ office at the specified times in the 'Construction Sequence'.
- D. Any instance where the installed measures are not providing adequate erosion control protection, the Contractor shall make the Engineer aware of the problem so additional measures can be implemented.

3.02 INSTALLATION, MAINTENANCE, AND REMOVAL

- A. The Contractor is responsible for the installation, maintenance, and removal of erosion control measures in accordance with the requirement of the NCDEQ Erosion Control Permit and NPDES Stormwater Permit, if necessary for the project.
- B. The Contractor shall install erosion control measures in accordance with this Specification and the Plan and Plan Details. The Contractor shall follow the 'Construction Sequence', if provided in the Plans.
- C. The Contractor shall maintain erosion control measures so they function properly throughout the project duration. The Contractor shall maintain measures in accordance with the 'Maintenance Plan', if provided in the Plans.
- D. The Contractor shall remove temporary erosion control measures in accordance with the 'Construction Sequence', if provided in the Plans or as directed by the Owner. Temporary erosion control measures shall not be removed too early in the construction period which may cause undue erosion and sedimentation. Once temporary erosion control measures are removed the area shall be graded or left in a manner that is consistent with the final site condition shown in the Plans. This includes establishing vegetation, or landscape cover for these areas, as specified in the Plans.

END OF SPECIFICATION 02270

SECTION 02741

ASPHALT PAVING

PART 1 – GENERAL

1.01 SCOPE

- A. This specification shall include both pavement patch and pavement overlay. Work shall include compaction and preparation necessary to provide proper subgrade.
- B. Crushed Aggregate Base Course (CABC) and Superpave Asphalt Concrete shall be used.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. All work shown on the Plans shall comply with the applicable sections of the following standards. All referenced items shall refer to the most recent issue at the time of Bidding.
 - 1. North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
 - 2. NCDOT Quality Management System
 - 3. American Society for Testing and Materials (ASTM).

1.04 SUBMITTALS

- A. Manufacturer's Certificate showing company is registered and approved by NCDOT for supplying materials for asphalt paving.
- B. Job Mix Formula (JMF). With the JMF, a certificate indicating the JMF meets the specifications for this project.
- C. Evidence the Contractor is familiar with and maintains a Quality Management System as specified in NCDOT Standard Specification Section 609, as requested by Engineer.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Crushed Aggregate Base Course (CABC) shall conform to the composition and materials of NCDOT Standard Specification Section 520.
- B. Asphalt Concrete Base Course Type B25.0B shall conform to the composition and materials of NCDOT Standard Specification Section 610.

- C. Asphalt Concrete Intermediate Course Type 19.0(B/C) shall conform to the composition and materials of NCDOT Standard Specification Section 610.
- D. Asphalt Concrete Surface Course Type SF9.5A or S9.5(B/C) shall conform to the composition and materials of NCDOT Standard Specification Section 610.
- E. Tack Coat shall conform to the composition and materials of NCDOT Standard Specification Section 605.
- F. Prime Coat shall conform to the composition and materials of NCDOT Standard Specification Section 600.
- G. Asphalt Surface Treatment shall conform to the composition and materials of NCDOT Standard Specification Section 660.

PART 3 – EXECUTION

3.01 ESTABLISHMENT OF GRADES

- A. Establish grades shown on the Plans and Details. Notify Engineer of any conflicts or concerns prior to paving.
- B. No surface gradient for the asphalt pavement shall be less than 1%, unless approved by Engineer in field.

3.02 PAVEMENT REMOVAL

- A. Where existing pavement is specified to be removed, the Contractor shall provide a neat edge at the limits of removal by saw cutting for a depth of approximately 2 inches. Saw cut lines shall be neat and straight. Remove pavement and subsurface material along the utility to width and depth shown on the Plan or as specified by the Engineer in the field. Properly dispose of removed material, if it unsuitable for re-use. Undercut, backfill, and compact in accordance with the Plan and Specification for 'Gravity Sewer Mains'.

3.03 PREPARATION OF SUBGRADE

- A. Remove spongy or otherwise unsuitable material to a depth as directed by the Engineer and replace with approved material. To help prevent future pavement cracking, care should be taken to obtain a subgrade of uniform bearing capacity.
- B. Compact subgrade using mechanical rollers and tamps to the satisfaction of the Engineer.

- C. Maintain subgrade in satisfactory condition and properly drained until pavement has been placed.

3.04 MILLING TRANSITIONS

- A. Where the new pavement limits will abut existing pavement, the existing pavement shall be milled (min. 4' width) along the perimeter to create a smooth and uniform transition.

3.05 PLACING CABC AND ASPHALT

- A. Place CABC on newly prepared subgrade in accordance with NCDOT Standard Specification Section 520. Refer to the Plan and the Plan Detail for Asphalt Pavement for the extents of CABC required for the project. The CABC thickness shall be as indicated on the Plan Detail. The CABC surface shall be uniformly and well compacted to the satisfaction of the Engineer.
- B. Place Superpave Concrete Asphalt in accordance with NCDOT Standard Specification Section 610, with the following exceptions.
 1. The Owner will employ an independent testing firm as described in Section 3.06 of this Specification.
 2. The Contractor shall maintain a pavement gradient of 1% minimum, unless approved by Engineer.
 3. Surface variation shall be limited to 1/4" in 10 feet.
 4. Smoothness testing will only be required to be performed where Engineer requires one based on visual inspection.
- C. Where asphalt concrete will be placed over soil subgrade (full depth asphalt), the Contractor shall first apply a prime coat in accordance with NCDOT Standard Specification 600 at a rate of 0.4 GAL/SY.
- D. Where asphalt concrete will be placed over existing asphalt the existing asphalt shall be swept clean and all existing grass, weeds, and other vegetation in the area to be paved shall be removed or killed with herbicide. Unless the existing asphalt will be treated with mat coat, the Contractor shall first apply a tack coat to the existing asphalt in accordance with NCDOT Standard Section 605. Tack coat is not necessary if the existing asphalt was placed no more than 6 months prior.
- E. Use the correct size roller for the type and thickness of asphalt being placed. Rolling for the final surface course shall continue until all roll marks are removed and the pavement surface is smooth. Where the roller cannot access or is not effective in rolling the placed pavement such as in corners or around manhole rings, a hand steel roller shall be used to smooth these areas.
- F. Placement of CABC and asphalt shall not be performed during rainy weather or when there is significant moisture on the surface to receive pavement.

3.05 PAVEMENT DESIGN

- A. Refer to the Plan for areas to be paved and the pavement design required for this project.

For this project:

1. Asphalt Patch:
Per Plan Detail

2. Pavement Overlay:
1.5" Asphalt Surface Course (Type 59.5B)

- B. Where areas are to be covered with CABG only, an Asphalt Surface Treatment (AST) may be required to be applied to the surface in accordance with NCDOT Standard Specification 660. The NCDOT mix design to be approved by the Engineer.

3.06 TESTING

- A. The Owner may employ independent materials testing firm and laboratory to perform tests on the work performed under this Specification. If re-testing is required due to a failed first test, the Contractor shall pay the cost of the re-testing. Testing will likely consist of compaction tests with nuclear gage and/or core samples. However, any test required under NCDOT Standard Specification Section 610 may be conducted for the work performed under this Specification.

END OF SPECIFICATION 02741

SECTION 02935

ESTABLISHING GROUND COVER

PART 1 – GENERAL

1.01 SCOPE

- A. This Specification shall include the work necessary for preparing seedbeds, liming, fertilizing, seeding, mulching, sodding, and installing rolled matting.
- B. This Specification is for establishing temporary and permanent grass vegetation.
- C. This Specification does not include planting of flowers, shrubbery, or trees (if applicable).
- D. This Specification does not include the irrigation system (if applicable).

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. All work shown on the Plans shall comply with the applicable sections of the following standards. All referenced items shall refer to the most recent issue at the time of Bidding.
 - 1. North Carolina Department of Transportation (NCDOT) Standard Specifications for Roads and Structures.
 - 2. North Carolina Division of Environmental Quality (NCDEQ) Erosion and Sediment Control Planning and Design Manual.
 - 3. American Association of Nurserymen (AAN)

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Lime
 - 1. Lime shall be dolomitic agricultural limestone containing not less than ten percent magnesium oxide.
- B. Fertilizer
 - 1. Fertilizer shall be standard commercial product. All fertilizer shall be delivered in bags bearing the manufacturer's name, the chemical composition, and weight. If not used immediately after delivery, the fertilizer shall be stored in a manner that will not allow it to harden or degrade.

2. Fertilizer shall be a commercial 10-10-10 grade, or equivalent quantity on a 1-1-1 ratio
- C. Grass Seed
1. Grass seed shall be an approved mixture based on regional and seasonal considerations as well as the local project conditions.
 2. Purity of the seed shall be a minimum of ninety percent and the germination shall be a minimum of eighty-five percent. The seed label shall be a "certified seed", inspected by the North Carolina Crop Improvement Association.
 3. Required seeding mixture:
 - a. Mixture of tall fescue 40#/acre and red fescue 30#/acre; August 15 thru October 30;
 - b. Mixture of tall fescue 60#/acre and rye 25#/acre; November 1 thru January 31;
 - c. Same mixture as (a); February 1 thru May 30;
 - d. Mixture of tall fescue 60#/acre and 20#/acre brown top millet; June 1 thru August 15.
- D. Mulch, Tack and Netting (to cover and hold seed)
1. Mulch shall consist of dry, small grain straw, dry hay, and other suitable material. Mulch material shall conform to NCDOT Standard Specification 1060-5.
 2. Tack shall consist of undiluted emulsified asphalt or other approved binding material.
 3. Netting can be lightweight plastic, cotton, jute, wire, or paper material.
- E. Rolled Matting
1. Rolled Matting used to stabilize steep slopes, ditches, temporary diversions, etc. shall be installed in accordance with NCDOT Standard Detail 1631.01 and shall comply with NCDOT Standard Specification 1060-8 and 1631.

PART 3 – EXECUTION

3.01 ESTABLISHING TEMPORARY GROUND COVER

- A. Temporary ground cover (seeding) must be established if an area has been disturbed, grading operations have ceased, and the area will not receive permanent ground cover within the timeframes specified in the Plans or as follows.
1. Permanent Ditches – Immediately
 2. Slopes 4:1 and steeper – 7 days
 3. All other areas – 14 days
- B. Establish temporary ground cover in accordance with the specifications on the Plan. The seeding mixture shall be chosen by a qualified landscape contractor based on the season and project conditions. The mixture shall be approved by the Engineer.
- C. Maintain temporary ground cover in accordance with the Plan – Erosion Control Notes Sheet.

3.02 ESTABLISHING PERMANENT GROUND COVER

- A. Permanent ground cover must be established if an area has been disturbed, grading operations have ceased, and the area will not receive temporary ground cover within the timeframes specified in the Plans or as follows.
 - 1. Permanent Ditches – Immediately
 - 2. Slopes 4:1 and steeper – 7 days
 - 3. All other areas – 14 days
- B. All roots, stones, and debris shall be removed and the area shaped to level out high and low spots. The soil shall be scarified to a depth of three inches and worked into a suitable seed bed by discing, harrowing, raking, or by other approved means. The preparation shall not be done when the soil is frozen, wet, or otherwise in an unfavorable condition.
- D. Apply fertilizer at the rate of 800 pounds per acre min. Lime shall be applied at a rate of 4,000 pounds per acre min. Distribute fertilizer and lime over the prepared seed bed at the specified application rate and shall be harrowed, raked, or otherwise worked into the seed bed.
- E. Apply seed uniformly over the seed bed and immediately harrowed, raked, or dragged to cover the seed with a layer of soil. After the seed is covered, the seed bed shall be compacted by means of a roller or drag as deemed necessary by the Engineer.
- F. Mulch of approximately two inches loose measurement depth shall be applied to newly seeded areas. Use 150 to 200 gallons per acre asphalt emulsion when necessary for anchoring mulch and keep in place until grass roots are growing.
- F. The Contractor will be responsible for establishing a dense, vigorous grass cover for a period of three (3) months after the final acceptance by the Owner. Irrigation at the Contractor's expense may be required.
- G. Areas to receive landscape material such as shredded hardwood mulch, shrub and tree plantings, etc., the installation shall be in accordance with the Plan – Landscape Plan and separate specification (if applicable).
- H. Irrigation, if required, shall be at a rate of approximately 0.25 inches/hour.
- I. All landscaping material shall be in good condition at the end of the warranty period.

END OF SPECIFICATION 02935



LEE COUNTY GOVERNMENT
NORTH CAROLINA

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

Candace Icceman
Candace Icceman, Finance Director

4/3/24
Date

Moffat Pipe for ^{New} Library Sanitary Sewer Extension



**PROCLAMATION CELEBRATING THE
CITY OF SANFORD'S 150th ANNIVERSARY**

WHEREAS, the City of Sanford (formerly referred to as the "Town of Sanford") was first incorporated February 11, 1874 with the Charter going into effect on April 1, 1874; and,

WHEREAS, Sanford was named in honor of railroad engineer Col. C.O. Charles Ogden Sanford; and,

WHEREAS, while initially located in Moore County, Sanford later became the County seat with the establishment of Lee County on March 6, 1907; and

WHEREAS, the Town of Jonesboro merged to be included as a part of Sanford on July 1, 1947; and

WHEREAS, the City of Sanford is uniquely located in the center of the State between the Piedmont-Triad, Raleigh-Durham Research Triangle Park, and the U.S. Army Fort Liberty; and

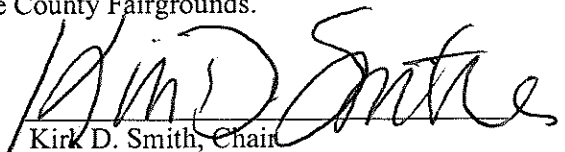
WHEREAS, Sanford is a prime industrial location and economic hub of central North Carolina with a strong history of manufacturing and current advances in fields such as pharmaceutical, biosciences, and other advanced fields; and

WHEREAS, the City has made significant investments in quality of life improvements including future plans for launching a Central Green-space concept incorporating the Farmers Market on Charlotte Avenue, restoration of Little Buffalo Creek, as well as providing a walkable greenway to the Municipal Center on Weatherspoon Street;

NOW, THEREFORE, BE IT PROCLAIMED, that the Lee County Board of Commissioners recognize and celebrate Monday, April 1, 2024 as the City of Sanford's Sesquicentennial;

AND BE IT FURTHER PROCLAIMED, the Lee County Board of Commissioners hereby recognize April 6, 2024 as the official celebration of the City of Sanford's Sesquicentennial and encourage all residents to enjoy and support "the Sanford 150th Birthday Bash" hosted by the City of Sanford this Saturday, April 6, 2024 from 10:00 a.m. to 4:00 p.m. at the Lee County Fairgrounds.

Adopted the 1st day of April, 2024.


Kirk D. Smith, Chair

Lee County Board of Commissioners

ATTEST:


Whitney Parish, Deputy Clerk to the Board





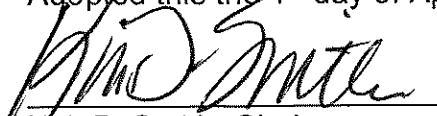
BOARD OF COMMISSIONERS COMMUNITY EVENTS POLICY

Lee County Board of Commissioner members are elected to represent all citizens in their district or at large, and are encouraged to attend community events to familiarize themselves with all constituents' opinions and positions.

In determining what community events to attend, Commissioners must adhere to their adopted Ethics Policy. The following also apply to all Commissioners:

- 1.1 Which community events to attend are at the discretion of the Commissioner. These events can include training sessions meant to inform or educate the public on issues relevant to Lee County.
- 1.2 Commissioners are free to express their opinions at the event but must be cautious not to give the impression that they speak for the whole board unless the board has considered and voted on the issue.
- 1.3 The Clerk to the Board will arrange payment of any admission fee in advance or reimburse the commissioner as requested to defray the cost of admission for the commissioner when attending community events if the budgeted funds are available.
- 1.4 The County Manager will include an amount in the Commissioners' travel line item annually to provide funds for community event attendance.

Adopted this the 1st day of April, 2024.


Kirk D. Smith, Chair


Hailey Hall, Clerk to the Board


Whitney Parrish, Deputy Clerk to the Board



**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE LEE COUNTY, NORTH CAROLINA**

WHEREAS, a request to amend the Official Zoning Map has been received from Jason Wellons to rezone four (4) parcels of land totaling 26.1 +/- acres, owned by Judy R. Wellons and the Charles R. Wellons, II Estate, off of Cox Maddox Road (SR 1527), identified as Lee County Tax Parcels 9661-85-5459-00, 9661-85-3128-00, 9661-85-3300-00, and 9661-85-1128-00, as depicted on Tax Map 9661.02 and 9661.04, from Residential Agricultural (RA) to Residential Restricted (RR); and,

WHEREAS, said request has been presented to the Planning Board of Lee County; and

WHEREAS, the Lee County Board of Commissioners conducted a public hearing on March 18, 2024 to receive citizen input on the requested zoning map amendment; and

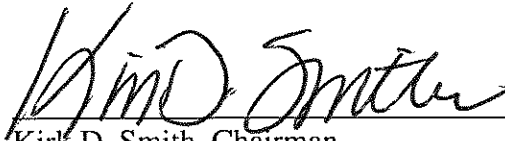
WHEREAS, the Lee County Board of Commissioners approves the request to amend the Official Zoning Map of Lee County;

NOW, THEREFORE, BE IT ORDAINED BY THE LEE COUNTY BOARD OF COMMISSIONERS:

The Official Zoning Map is hereby amended to rezone four (4) parcels of land totaling 26.1 +/- acres, owned by Judy R. Wellons and the Charles R. Wellons, II Estate, off of Cox Maddox Road (SR 1527), identified as Lee County Tax Parcels 9661-85-5459-00, 9661-85-3128-00, 9661-85-3300-00, and 9661-85-1128-00, as depicted on Tax Map 9661.02 and 9661.04, from Residential Agricultural (RA) to Residential Restricted (RR). See Exhibit A included for reference.

In making this decision, the Lee County Board of Commissioners hereby determined that the request was not consistent with the *Plan SanLee* long range plan designation of Countryside because the recommended density is one unit per two acres, which is larger than the current RA and proposed RR zoning districts require.

ADOPTED this the 1st day of April 2024



Kirk D. Smith, Chairman
Lee County Board of Commissioners

ATTEST:



~~Hailey Hall, Clerk to the Board~~

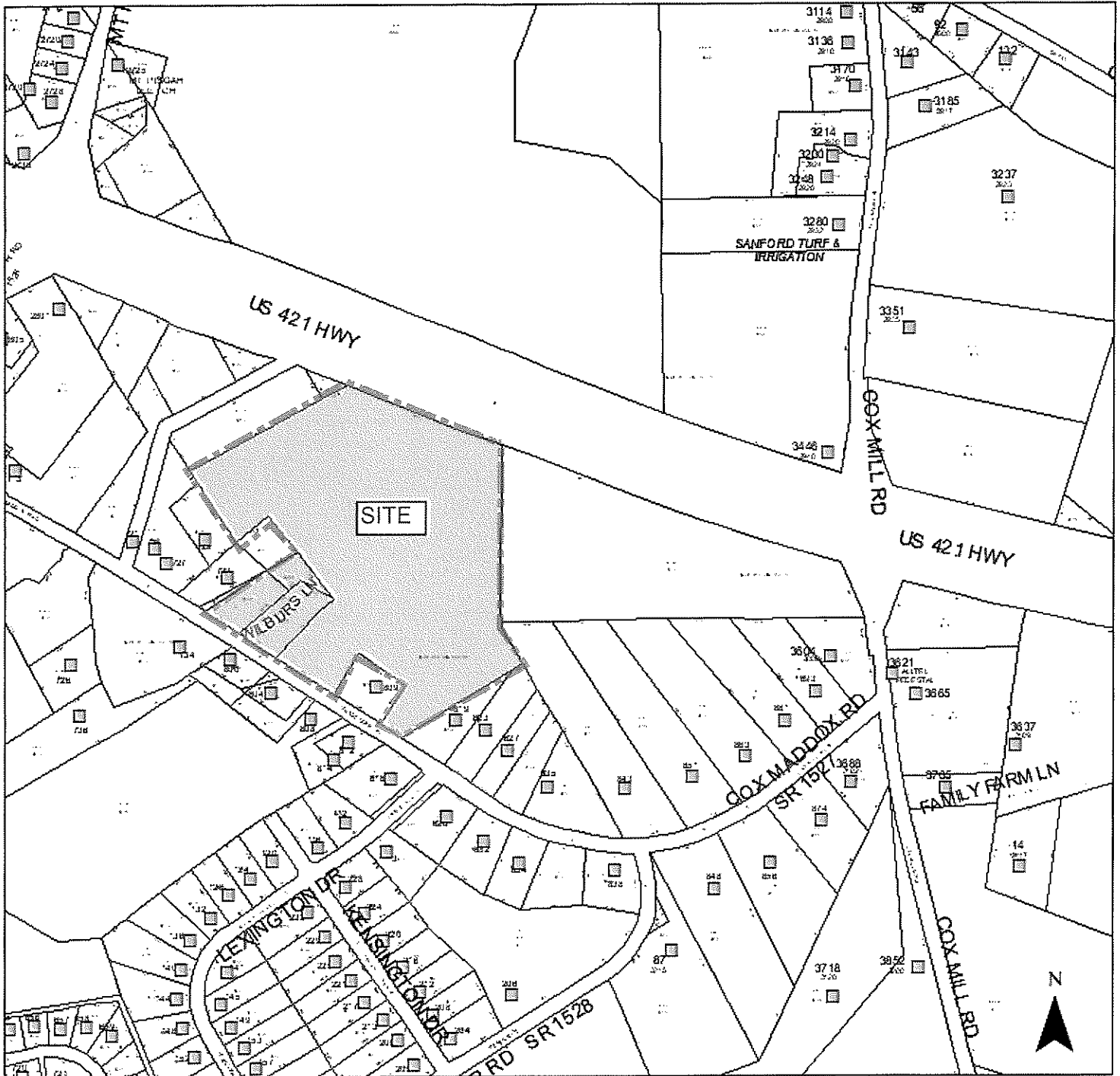
Whitney Parrish, Deputy Clerk to the Board

APPROVED AS TO FORM:



Whitney Parrish, Lee County Attorney

EXHIBIT A



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.

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into, as of the date of the last signature below (the “Effective Date”) by and between the **City of Sanford and Lee County**.

WITNESSETH

THAT WHEREAS, the City of Sanford Parks Department is holding a July 4, 2024 celebration at the City’s portion of Kiwanis Family Park, located at 1800 Wicker Street; and

WHEREAS, the City of Sanford’s July 4 celebration is set to be held on July 4, 2024 date from the hours of 12:00 p.m. until event cleanup has been conducted by the City; and

WHEREAS, the County’s Parks and Recreation Department is not co-sponsoring the event and will not have staff located at the event; and

WHEREAS, the City of Sanford has requested to use a portion of the County’s owned park to discharge fireworks for its event; and

NOW, THEREFORE, the City of Sanford and Lee County agree to the following terms and conditions:

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

1. The City of Sanford is responsible for promoting the event and ensuring the promotion does not include Lee County Government as a sponsor in any way.
2. The City of Sanford is wholly responsible for ensuring proper traffic control for people entering and exiting the Park, both during the event, and prior to the event. If the event starts while the County’s portion of the park is still open to the public, the City must ensure visitors of the County park can exit the park prior to the start of the City’s event.
3. The City has worked with County staff to request the fireworks launch pad to be the grassy area across the bridge at the entrance of the County’s walking trails. The launch pad will be fully enclosed and closed off to any persons not working with the fireworks vendor at all times. The grassy area has the Library’s Story Walk and outdoor fitness equipment. The pad is expected to be set up in the vicinity of the equipment. The City will ensure that no damage occurs to any County structures erected at the park and will replace any damaged items at City’s expense.
4. The City is requesting to begin setting the launch pad site around noon the day of the event. As such, the County will close its park no later than noon to ensure the City has sufficient time to set up the barriers surrounding the launch site. City staff must barricade all trail entrances to the fireworks launch pad. City must ensure no member of the public can walk into the area where the fireworks will be launched or might land.

5. The City must receive all necessary permits to discharge the fireworks and pyrotechnics and provide a copy to the County. The City must purchase the fireworks from a fully licensed vendor. The City must also require the vendor to include the County as an additional insured on the insurance procured for this event. The City shall provide this paperwork to the County thirty days prior to the event start date. If the City fails to provide this paperwork, the County can terminate this agreement. The vendor must be a professional firework company trained, experienced and North Carolina licensed for the pyrotechnics selected. The Vendor and all on-site assistants for the vendor must be permitted or on-site certified, including all subcontractors. No personnel on-site shall be under the influence of any alcohol, narcotics or any medication that could adversely impact judgment, mobility or stability.
6. The City must provide a copy of the fully executed agreement with the fireworks vendor to the County once the contract has been fully executed, but at least sixty days prior July 4, 2024. The City must also provide a full site map showing where each event will take place, including any designation of street closures, designation of parking for the event, and designations of where the trails will be barricaded so no citizen/pedestrian can enter near the launch site. This map must be provided to the County at least sixty days prior to July 4, 2024.
7. The City, and/or fireworks vendor, shall also list the County as an additional insured for this event. The City shall provide this paperwork to the County thirty days prior to the event start date. If the City fails to provide this paperwork, the County can terminate this agreement.
8. After the event begins, but before discharging the fireworks, the City must ensure the weather is appropriate. It must confer with its fire department, the City Fire Marshall, and the County Fire Marshall. If the weather is not in good condition for discharging fireworks, the City shall not discharge the fireworks, and will forgo using the County's property, unless another agreement is executed between the two parties. The City recognizes and acknowledges there are many trees located where they have requested to shoot the fireworks and if the conditions of the trees make it unsafe to shoot the fireworks, the City shall forgo the fireworks for the event. City staff shall use reasonable care when deciding whether to discharge the fireworks based on the safety of its employees, the attendees, and potential damage to the park property.
9. After the event ends, the City shall clean the site of where the fireworks were discharged, and all County property used during the event. This includes the County's park trails and parking lots. This clean up should include any and all trash left by attendees. The fireworks discharge pad shall be restored to the same condition or better condition as to before the event began. The City also agrees to timely clean its own property and parking lot area from any debris after the event.
10. If any debris or ashes are blown off the launch site, the City is responsible for this clean up as well. The City must keep watch of the site pad for twenty-four hours after the discharge of the fireworks to make sure no flown embers creates a fire on City or County property.

11. The City shall provide appropriate emergency, EMS, and law enforcement personnel at the event at its own expense.
12. The City shall immediately notify the County of any damage to County property that occurred during the event, and the City will be responsible for fixing any and all damage to the County property to the same condition or better condition as to before the event began.
13. The City of Sanford is solely responsible for any and all liability in connection with this event, and to the extent allowed by law, fully indemnifies and holds Lee County, its officers, agents and employees harmless from any and all liability for any actions, subcontractor disputes, damages, liabilities, costs, injuries, fires, explosions, or any other claims of any kind, directly or indirectly, relating to this event or to the discharge of fireworks or to the debris/ash from the fireworks.
14. Lee County is in no way responsible for the administration and supervision of the City of Sanford's officers, employees, agents or subcontractors, which are stipulated are not officers, employees or agents of Lee County.
15. If prior to the start of the event, the event is postponed due to weather, the City staff shall work with County staff to determine a date satisfactory to the County's Parks and Recreation Director, and all terms of the agreement will remain in effect until the end of the event on the newly scheduled date. If the parties cannot mutually agree on a date, the request must go to the Board of Commissioners who will retain full decision making authority on a newly scheduled date.

This Agreement is effective upon the signatures of the officials listed below.

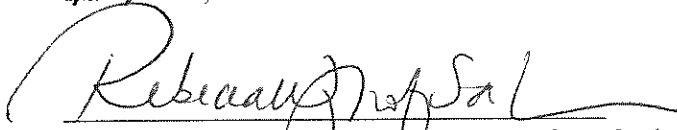
Signatures and Dates



 Kirk Smith, Chair Board of Commissioners

4/11/2024

 Date



 Rebecca Wyhof Salmon, Mayor City of Sanford

4-2-2024

 Date

NORTH CAROLINA, LEE COUNTY
 Presented for registration on this 13th day
 of May 20, 24 at 9:30 AM/PM
 recorded in Book 37 Page 430
 Pamela G. Britt, Register of Deeds