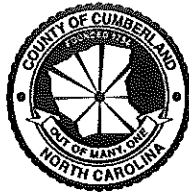


LARRY L. LANCASTER  
Chairman

JEANNETTE M. COUNCIL  
Vice Chairman

GLENN B. ADAMS  
MICHAEL C. BOOSE  
CHARLES E. EVANS  
W. MARSHALL FAIRCLOTH  
JIMMY KEEFE



**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

CANDICE WHITE  
Clerk to the Board

KELLIE BEAM  
Deputy Clerk

**BOARD OF COMMISSIONERS**

**MEMORANDUM**

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

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

DATE: September 28, 2018

SUBJECT: Facilities Committee Special Meeting – Thursday, October 4, 2018

The regular meeting of the Board of Commissioners' committees (Finance, Policy and Facilities Committee) has been **CANCELLED** and rescheduled as a **SPECIAL MEETING** on Thursday, October 4, 2018 beginning at 8:30 a.m. at the **Department of Public Health, 3<sup>rd</sup> Floor Auditorium**. All committee meetings will start as soon as the previous committee adjourns.

**AGENDA**

1. Approval of Minutes – September 6, 2018 Special Meeting (Pg. 2)
2. Consideration of Radio Tower Lease Agreement with the Cape Fear Amateur Radio Society (Pg. 10)
3. Consideration of Lease Agreement Renewal for the Cooper Solid Waste Container Site (Pg. 15)
4. Consideration of Contract for Parking Lot Improvements at Central Maintenance and Building Maintenance Facilities (Pg. 20)
5. Consideration of Professional Services Agreement with Stevens Engineers for Replacement of Crown Coliseum Ice Rink Chiller, Cooling Tower and Floor (Pg. 21)
6. Consideration of Grant of Easement to the City of Fayetteville for Bus Stop Shelter at Cliffdale Regional Branch Library (Pg. 38)
7. Monthly Project Update (Pg. 44)
8. Other Items of Business (NO MATERIALS)

## DRAFT

CUMBERLAND COUNTY FACILITIES COMMITTEE  
CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES  
1225 RAMSEY STREET, CONFERENCE ROOMS C  
SEPTEMBER 6, 2018  
SPECIAL MEETING MINUTES

MEMBERS PRESENT: Commissioner Glenn Adams, Facilities Committee Chairman  
Commissioner Jeannette Council

MEMBERS ABSENT: Commissioner Michael Boose

OTHER COMMISSIONERS  
PRESENT: Commissioner Marshall Faircloth

OTHERS PRESENT: Amy Cannon, County Manager  
Melissa Cardinali, Assistant County Manager  
Duane Holder, Assistant County Manager  
Tracy Jackson, Assistant County Manager  
Rick Moorefield, County Attorney  
Jeffery Brown, County Engineer  
Brenda Jackson, Social Services Director  
Vicki Evans, Finance Director  
Deborah Shaw, Budget Analyst  
Heather Harris, Budget Analyst  
Geneve Mankel, Communications & Outreach Coordinator  
Kim Smith, Johnson Controls  
Robert Lawson, Johnson Controls  
Candice White, Clerk to the Board  
Kellie Beam, Deputy Clerk to the Board  
Press

Commissioner Glenn Adams called the meeting to order.

1. APPROVAL OF MINUTES – AUGUST 2, 2018 SPECIAL MEETING

MOTION: Commissioner Council moved to approve the August 2, 2018 meeting minutes as presented.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

I

*All references to any materials which are described in these minutes or incorporated into these minutes are to the materials that are contained in the same numbered item in the agenda for this meeting. These may be viewed online in the agenda set out on this webpage*

<http://co.cumberland.nc.us/departments/commissioners-group/commissioners/committee-agendas-and-minutes>

## DRAFT

Facilities Committee Chairman moved Item 2 to the last item on the agenda to give extra time for the Johnson Control employees to arrive to the meeting.

### 3. CONSIDERATION OF A CONTRACT FOR ANN STREET LANDFILL GAS COLLECTION SYSTEM EXPANSION

#### BACKGROUND:

The Ann Street Landfill Gas Collection System is currently operating inefficiently. The gas extraction is not performing adequately, which impacts regulatory compliance and the ability of Solid Waste to sell landfill gas. The project includes installation of new landfill gas extraction wells, buried landfill gas piping, sumps, valves, buried air lines, pneumatic pumps and an air compressor and building.

A non-mandatory pre-bid meeting was held on August 8, 2018, in which all specialty contractors were invited to attend. The bid opening was on August 23, 2018. The lowest, responsible and responsive bid was submitted by APTIM in the amount of \$1,032,158.00. A 10% contingency is included in the contract amount.

#### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendation and forward it to the Board of Commissioners as a Consent Agenda item for consideration at their September 17, 2018 meeting:

1. Accept the bids for the landfill gas collection system improvements at the Ann Street Landfill and award a contract to APTIM in the amount of \$1,032,158.00 inclusive of 10% for contingency purposes. Funding for this project is included in the County's Capital Improvement Plan (CIP).

Mr. Brown reviewed the background information and recommendation as recorded above.

**MOTION:** Commissioner Council moved to recommend to the full board approval to accept the bids for the landfill gas collection system improvements at the Ann Street Landfill and award a contract to APTIM in the amount of \$1,032,158.00 inclusive of a 10% contingency and forward this item to the September 17, 2018 meeting as a Consent Agenda item.

**SECOND:** Commissioner Adams

**VOTE:** UNANIMOUS (2-0)



## DRAFT

#### 4. CONSIDERATION OF ADDITIONAL FIRMS TO THE LIST OF QUALIFIED ARCHITECTURAL/ENGINEERING FIRMS

##### BACKGROUND:

On December 3, 2015, the Board of Commissioners approved the List of Qualified Architectural/Engineering Firms that could be utilized to complete professional services for the County as needed. Since that date, additional firms have approached staff to offer Statement of Qualifications (SOQs). In the original Request for Qualifications (RFQ), the County included language that new firms could be added to the List of Qualified Architectural/Engineering Firms. New firms were defined as those firms that express an interest in working with the County and did not receive or decline an invitation to submit a qualifications package in response to the County's original request. Two firms that met the RFQ's specifications were Gradient, PLLC, and Cromwell Architects Engineers, Inc. These two firms did not submit qualifications in the original RFQ. Gradient, PLLC is a new firm, beginning in 2018. Gradient, PLLC and Cromwell Architects Engineers, Inc. are both local firms and we believe it would be in the best interest of the County to approve adding these two firms to the List of Qualified Architectural/Engineering Firms.

##### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners as a Consent Agenda Item for consideration at their September 17, 2018 meeting:

1. Approve the addition of Cromwell Architects Engineers, Inc. and Gradient, PLLC to the List of Qualified Architectural/Engineering Firms.

Mr. Brown reviewed the background information and recommendation as recorded above. Mr. Brown stated another RFQ will take place later this year or the first of next year (every three years) and will give firms the opportunity to be added to the list. Commissioner Adams suggested to add language in the next RFQ that there is a provision to add additional firms at any time. Vicki Evans, Finance Director, stated vendors can enroll to be a vendor at any time. Ms. Evans stated there is nothing on there to let engineers know they can be added to the list, but it could be added if the board recommends.

MOTION: Commissioner Adams moved to recommend to the full board approval of the addition of Cromwell Architects Engineers, Inc. and Gradient, PLLC to

## DRAFT

the List of Qualified Architectural/Engineering Firms and forward to the September 17, 2018 meeting as a Consent Agenda item.

SECOND: Commissioner Council

VOTE: UNANIMOUS (2-0)

### 5. CONSIDERATION OF CONTRACTS

#### A. PARKING LOT IMPROVEMENTS AT VETERANS SERVICES

##### BACKGROUND:

The Capital Improvement Plan (CIP) identified repairs for the Veteran's Services parking lot. The project consists of removing and replacing the asphalt for the entire parking lot in which new pavement markings will be installed following placement of the new asphalt.

A pre-bid meeting was held on August 6, 2018, in which all local contractors were invited to attend. Informal bids were received on August 20, 2018 for the repairs of the Veteran's Services parking lot. The bid tab is attached. The lowest, responsible and responsive bid was submitted by Diamond Constructors, Inc., in the amount of \$135,462.23.

##### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners as a Consent Agenda item for consideration at their September 17, 2018 meeting:

1. Accept the bids for the parking lot improvements at Veteran's Services parking lot and award a contract to Diamond Constructors, Inc., in the amount of \$135,462.23.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the parking lot improvements at Veteran's Services Parking lot and award a contract to Diamond Constructors, Inc. in the amount of \$135,462.23 and establish a contingency in the amount of \$10,000 to be used for additional work as recommended by the E&I



## DRAFT

Director and approved by the County Manager and forward this to the September 17, 2018 meeting as a Consent Agenda item.

SECOND: Commissioner Adams

VOTE: UNANIMOUS (2-0)

### B. PARKING LOT IMPROVEMENTS AT SPRING LAKE LIBRARY AND SPRING LAKE FAMILY RESOURCE CENTER

#### BACKGROUND:

The Capital Improvement Plan (CIP) identified repairs for the Spring Lake Library and Family Resource Center parking lot. The project consists of milling and asphalt resurfacing for the entire parking lot.

A pre-bid meeting was held on August 13, 2018, in which all local contractors were invited to attend. Informal bids were received on August 28, 2018 for the repairs of the Spring Lake Library and Family Resource Center parking lot. The bid tab is attached. The lowest, responsible and responsive bid was submitted by Barnhill Contracting Company, in the amount of \$203,544.50.

#### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration as a Consent Agenda item at their September 17, 2018 meeting:

1. Accept the bids for the parking lot improvements at Spring Lake Library and Family Resource Center parking lot and award a contract to Barnhill Contracting Company, in the amount of \$203,544.50.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the parking lot improvements at Spring Lake Library and Family Resource Center parking lot and award a contract to Barnhill Contracting Company, in the amount of \$203,544.50 and establish a contingency in the amount of \$10,000 to be used for additional work

## DRAFT

recommended by the E&I Director and approved by the County Manager and forward to the September 17, 2018 meeting as a Consent Agenda item.

SECOND: Commissioner Adams  
VOTE: UNANIMOUS (2-0)

### C. ROOF REPAIRS FOR MULTIPLE COUNTY FACILITIES

#### BACKGROUND:

The Animal Control, East Regional Library, North Regional Library, Spring Lake Library and Family Resource Center were identified for roof repairs included in the capital improvement installment financing plan that was approved by the Local Government Commission (LGC) on September 12, 2017.

A pre-bid meeting was held on July 10, 2018, in which all local contractors were invited to attend. Informal bids were scheduled to be received on July 25, 2018 for the proposed roof repairs. The County did not receive an adequate number of bids to open and re-advertised the project. The pre-bid was held on August 9, 2018 and bid opening on August 23, 2018. The lowest, responsible and responsive bid was submitted by Triangle Roofing Services, Inc., in the amount of \$344,000.

#### RECOMMENDATION/PROPOSED ACTION:

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendation and forward it to the Board of Commissioners for consideration as a Consent Agenda item at their September 17, 2018 meeting:

1. Accept the bids for the roofing improvements at multiple county facilities and award a contract to Triangle Roofing Services, Inc., in the amount of \$344,000.
2. Establish a contingency in the amount of \$12,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.

Mr. Brown reviewed the background information and recommendation as recorded above.

MOTION: Commissioner Council moved to recommend to the full board approval to accept the bids for the roofing improvements at multiple county facilities and award a contract to Triangle Roofing Services, Inc., in the amount of \$344,000 and establish a contingency in the amount of \$12,000 to be used for additional work recommended by the E&I Director and approved by the



## DRAFT

County Manager and forward to the September 17, 2018 meeting as a Consent Agenda item.  
SECOND: Commissioner Adams  
VOTE: UNANIMOUS (2-0)

### 6. MONTHLY PROJECT UPDATES

Mr. Brown reviewed the attached monthly progress report which includes projects that are currently being worked on by the County.

### 7. OTHER ITEMS OF BUSINESS

There were no other items of business.

### 2. PRESENTATION ON FINAL REPORT ON PERFORMANCE CONTRACT WITH JOHNSON CONTROLS

#### BACKGROUND:

Cumberland County entered into a guaranteed energy savings contract with Johnson Controls, Inc. (JCI) in December 2004. There were specific projects identified by JCI that the County would complete and JCI would guarantee an energy savings of a specific amount over a twelve-year period after all the projects had been completed. The twelve-year period began in 2006 and ended earlier this year. The final findings will be presented to the Facilities Committee along with some future opportunities that the County could pursue for energy savings.

#### RECOMMENDATION/PROPOSED ACTION:

The purpose of this item is to present the Facilities Committee the final report on the guaranteed energy savings contract and to gauge the Committee's interest in pursuing future opportunities for energy savings.

\*\*\*\*\*

Jeffery Brown, Engineering & Infrastructure Director, reviewed the background information and recommendation as recorded above. Kim Smith, Johnson Controls, went over the attached slideshow in reference to the final report on performance contract with Johnson Controls.



## DRAFT

Commissioner Council stated she is very pleased with the results of the final report.

The consensus of the Facilities Committee was for staff and County Management to discuss future options and bring a recommendation back to the Board of Commissioners.

MEETING ADJOURNED AT 9:53 AM.

AMY H. CANNON  
County Manager

MELISSA C. CARDINALI  
Assistant County Manager



ITEM NO. 2 DUANE T. HOLDER  
Assistant County Manager

TRACY JACKSON  
Assistant County Manager

SALLY S. SHUTT  
Assistant County Manager



## OFFICE OF THE COUNTY MANAGER

### MEMO FOR THE AGENDA OF THE OCTOBER 6, 2018 MEETING OF THE FACILITIES COMMITTEE

**TO:** FACILITIES COMMITTEE

**FROM:** TRACY JACKSON, ASST. COUNTY MANAGER

**THRU:** AMY CANNON, COUNTY MANAGER

**DATE:** SEPTEMBER 24, 2018

**SUBJECT:** CONSIDERATION OF RADIO TOWER LEASE AGREEMENT  
WITH THE CAPE FEAR AMATEUR RADIO SOCIETY

**Requested by:** Tracy Jackson, Asst. County Manager

**Presenter(s):** Gene Booth, Emergency Management Coordinator/Fire Marshal

**Estimate of Committee Time Needed:** 10 Minutes

#### **BACKGROUND**

The Cape Fear Amateur Radio Society (CFARS) provides volunteer Amateur Radio operators who help our community in good times and bad, through community events, disaster response, and educational programs. CFARS is seeking a new location for their primary antenna and is requesting to place an antenna on the old Highsmith Rainey Building located 109 Bradford Avenue in Fayetteville. The proposed use of the space on the tower provides more effective and efficient services to the citizens of Cumberland County without any negative impact to existing operations. This serves as a benefit to the County and more specifically Emergency Management during disaster operations like those encountered during Hurricanes Matthew and Florence.

The proposed terms for the new agreement are as follows:

- Five-year term commencing October 15, 2018 and ending June 30, 2023
- Rent of \$10 for the entire five-year term



- Lessor provides and maintains existing antennae, connections, and headend building while Lessee provides and maintains its headend equipment
- Lessor provides utilities and environmentally controlled headend building (utilities are singly metered for entire facility and therefore cannot be split out)
- Lessee is self-insured

**RECOMMENDATION/PROPOSED ACTION:**

Staff recommends consideration of the proposed agreement and approval to move the lease agreement forward to the full Board of Commissioners as a Consent Agenda Item at the October 15, 2018 regular meeting.

**CUMBERLAND COUNTY  
RADIO TOWER LICENSE AGREEMENT**

STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

This License Agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **CUMBERLAND COUNTY**, hereinafter referred to as "Licensor", and **THE CAPE FEAR AMATEUR RADIO SOCIETY, INCORPORATED**, a North Carolina non-profit corporation with a principal address at \_\_\_\_\_, hereinafter referred to as "Licensee."

**WITNESSETH**

WHEREAS, the parties hereto have mutually agreed to the terms of this License Agreement as hereinafter set out,

WHEREAS, the Licensor owns, operates and maintains a Radio Signal Tower, located on a County facility that is located at 109 Bradford Avenue in Cumberland County, North Carolina, at latitude of 35-03-19N, longitude 78-53-30W (the "Premises"); and

WHEREAS, the Licensor desires to grant to the Licensee a license to install, operate and maintain an antenna and coaxial cable upon said tower and to install related cabling, wiring and accessories inside the "headend" building (the "Building") located at the base of the radio tower. The Building is a masonry environmentally-controlled building which is storage space for all repeaters and accessories related to such antennas and cables on the tower.

NOW THEREFORE, in consideration of the license fee, covenants and agreements hereinafter set forth, the Licensor and Licensee agree as follows:

(1) The Licensor grants a license unto the Licensee for space on Licensor's Radio Signal Tower to install, operate, and maintain an antenna and coaxial cable on the tower, and to install, operate, and maintain other related cabling, wiring and accessories inside the Building.

<u>Yaesu 2m repeater (146.910MHz/146.310MHz)</u>	<u>103ft AGL +/- 10ft</u>
<u>Yaesu 70cm repeater (444.400MHz/449.400MHz)</u>	<u>90ft AGL +/- 10ft</u>
<u>REP 200 6m repeater (53.810MHz/52.810MHz)</u>	<u>80ft AGL +/- 10ft</u>

(2) The Licensor shall furnish such power as may be required by the Licensee for operation of its installation; however, it is expressly understood and agreed that the Licensor will not be responsible for any power outage, but will endeavor to correct the condition causing the outage as soon as it is reasonably possible.

(3) The term of the License shall be for a period of 5 years commencing on **October 1, 2018** and terminating **June 30, 2023**. Either Licensor or Licensee may terminate this agreement at any time with or without cause, upon thirty (30) days written notice to the other party, sent by certified mail to the address so designated for this purpose; and further provided that Licensor may cancel this License on twenty-four (24) hours' notice to Licensee in the event



that Licensee's base station, antenna or other equipment on the Radio Signal Tower or other premises of the Licensor are causing or contributing to noticeable degradation of the radio equipment of the Licensor or of any users of the Radio Signal Tower.

(4) The fee for this License shall be Ten Dollars (\$10) and shall be paid with the commencement of this lease.

(5) Licensee will have access to Licensor's tower site and to Licensor's "headend" building. The Tower and the Building will be secured by a locked fenced. Licensor shall provide Lessee with keys to the locks.

(6) Licensee shall be liable for negligent or intentional acts or omissions of its agents, contractors, or employees and shall hold Licensor harmless for any claims made against Licensor or costs, judgments, or liabilities incurred by Licensor and arising out of or as a result of Licensee's use of the Radio Signal Tower or headend building under this License.

(7) Licensor shall be responsible for the maintenance and operation of the Tower and the Building, including, but not limited to, all utility charges attributable to Licensee's use. Licensee shall repair at its own expense damage to the Premises, the Tower, the Building or the Communications Equipment, which is the result of Licensee's use of the Premises.

(8) Licensee's base station and related equipment shall be installed and maintained in accordance with the following:

- a) Each Base Antennae shall have no more than 3.3 square feet of projected wind surface.
- b) Antennae shall be installed at a location and in a manner designated by the Lessor.
- c) All mounting brackets, clamps and bolts shall be galvanized.
- d) All coaxial cable shall be fastened to a designated tower leg at intervals of no more than three feet. Stainless Steel Wraplock or Copper Wire shall be used to fasten coaxial cable to tower leg.
- e) Form a Drip Loop at building cable entrance.
- f) Base stations shall be installed at a location designated by the Lessor.
- g) Base stations shall be ground with AWC #6 Copper Conductor to Ground Buss.
- h) Install GE Surge Protector or equivalent at Base Station AC Outlet.
- i) Traps and Filters shall be placed in transmitter output in order to eliminate potential harmful interference with other radio users.

(9) Licensee, its agents, or any persons using the Licensee's antenna and equipment for the transmission and reception of radio signals shall comply with all laws and governmental regulations with regard to such use and shall hold Licensor harmless from any responsibility or liability arising from the failure of Licensee, its agents or any persons using its antenna and equipment to comply with such regulations. Licensee shall maintain all licenses required by the FCC for the antenna and other equipment on the Lessor's property, said copy of license to be provided to the Lesser.

(10) The failure of either party to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance. No modification or any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by parties.

(11) All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows:

To the Licenser:      County Manager  
                                 Cumberland County  
                                 117 Dick Street  
                                 Fayetteville, N.C., 28301

To the Licensee:

Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

**Licenser:**  
Cumberland County

\_\_\_\_\_  
Amy H. Cannon, County Manager

**Licensee:**  
**THE CAPE FEAR AMATEUR RADIO SOCIETY, INCORPORATED**

By:

\_\_\_\_\_  
David Cowart, President





ITEM NO. 3

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
OCTOBER 4, 2018 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE MEMBERS**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: AMY CANNON COUNTY MANAGER**  
**DATE: SEPTEMBER 26, 2018**  
**SUBJECT: CONSIDERATION OF LEASE AGREEMENT RENEWAL  
FOR THE COOPER SOLID WASTE CONTAINER SITE**

**Requested by: AMY CANNON, COUNTY MANAGER**

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

**Estimate of Committee Time Needed: 10 MINUTES**

**BACKGROUND:**

The Solid Waste Department operates the Cooper Container site located at 2210 Rich Walker Road, Wade, NC. Cumberland County leases the property for this site from the Shirley Beard Cooper Heirs. This container site has been in place since 2009 and the projected cost of constructing a new container site in a different location is \$75,000. It is critical that this site remain open in order to provide the necessary service to the citizens within the surrounding community. The current lease agreement was entered into on January 1, 2009 and is set to expire on January 1, 2019 (attached for your convenience). The lease rate has been \$8,000 for the ten-year period.

The property owners have agreed to renew the lease with Cumberland County for an additional five years at a lease rate of \$5,000 for the full five-year term and is to be paid promptly after the execution of the lease agreement.

**RECOMMENDATION/PROPOSED ACTION:**

The Interim Solid Waste Director along with County Management recommend that the Facilities Committee approve the attached lease renewal for the Cooper Solid Waste Container Site and forward it to the Board of Commissioners for its approval at their October 15, 2018 meeting.

Cooper

STATE OF NORTH CAROLINA

LEASE AGREEMENT

COUNTY OF CUMBERLAND

THIS LEASE AGREEMENT made and entered into this 1st day of January 2009, by and between, SHIRLEY BEARD COOPER of Cumberland County, North Carolina, hereinafter called "OWNER", and CUMBERLAND COUNTY, party of the second part hereinafter called "COUNTY".

WITNESETH:

That subject to the terms and conditions herein contained, the OWNER does hereby lease and let unto the COUNTY, and the COUNTY accepts as LESSEE, that certain tract or parcel of land in EASTOVER Township, Cumberland County, North Carolina, being described as follows:

Containing 1.00 acre.

BEGINNING at a set re-bar in the southeast right-of-way (60' R/W) margin of SR 1719, Rich Walker Road, said point being the following courses from an NCDOT Right-of-way Disk at the intersection of the northern right-of-way margin of I-295 South and the southeast margin of the new right-of-way of SR 1719, Rich Walker Road: North 57 degrees 19 minutes 31 seconds East 98.43 feet to a Right-of-way Disk; thence North 32 degrees 40 minutes 29 seconds West 14.42 feet to a Right-of-way Disk in the old right-of-way of SR 1719, thence North 57 degrees 56 minutes 50 seconds East 106.38 feet to the point of beginning, thence for a first call with said right-of-way North 57 degrees 56 minutes 50 seconds East 200.00 feet to a set re-bar, said point being South 57 degrees 56 minutes 50 seconds West 22.48 feet from the northern line of the tract of which this is a part; thence South 32 degrees 03 minutes 10 seconds East 217.80 feet to a set re-bar; thence North 32 degrees 03 minutes 10 seconds West 217.80 feet to the point of beginning, containing 1.00 acre and being a portion of that tract belonging to Shirley Beard Cooper and described in Deed Book 2441, Page 172 of the Cumberland County Registry..

To have and to hold said lands for the term and upon the conditions as follows:

I.

The term of this Lease shall be for a period of ten (10) years beginning on January 1, 2009. The COUNTY is granted the option to renew this Lease for an additional period of ten (10) years upon the same terms and conditions by tender of the same rental thirty (30) days prior to expiration of the original terms.

II.

The COUNTY will use this property for the purpose of maintaining a solid waste container site on said property with the necessary solid waste containers, ramps, pads, driveways, and fences for public use.

III.

The rental to be paid by the COUNTY to OWNER for said property for the ten (10) year period shall be a lump sum of EIGHT THOUSAND DOLLARS (\$8,000.00) payable promptly after the execution of this Lease Agreement.

IV.

The COUNTY agrees to accept the said property in its present condition and make all improvements required to place said solid waste containers on property.

V.

The COUNTY will maintain said property in an orderly manner.

VI.

At the expiration of this Lease, the COUNTY shall remove any pads, ramps, fences, fill, or other materials placed on said property by the COUNTY if so required by the OWNER.

VII.

The OWNER stipulates she is the owner of the above described property, and has the authority to enter into this Lease.

VIII.

The COUNTY agrees that it shall indemnify and hold harmless the OWNER from any claims for damages, either personal or property, made by the employees, agents or contractors of the COUNTY arisen out of or in connection with the COUNTY'S operating and maintaining the Solid Waste Container Site on said property.



IN WITNESS WHEREOF, this instrument is duly executed the day and year first above written.

ATTEST

BY: Marsha Fogle  
MARSHA FOGLE, Clerk

CUMBERLAND COUNTY

BY: Jeannette Council  
JEANNETTE COUNCIL, Chairman  
County Board of Commissioners

OWNER

BY: Shirley Beard Cooper  
SHIRLEY BEARD COOPER

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Amy Cannon  
AMY CANNON,  
Assistant County Manager

APPROVED FOR LEGAL SUFFICIENCY

BY: [Signature]  
County Attorney's Office

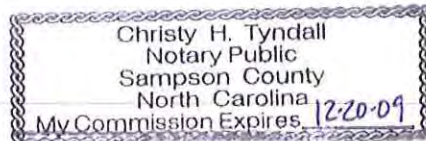
STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

I, Christy H Tyndall, a Notary Public in and for the County and State of North Carolina, do hereby certify that MARSHA FOGLE, who being duly sworn, personally appeared before me this day and acknowledged that she is the Clerk of the Cumberland County Board of Commissioners; that JEANNETTE COUNCIL, is the Chairman of the Cumberland County Board of Commissioners; that the seal affixed to the foregoing instrument was duly passed at a regular meeting of the Board of Commissioners as therein set forth and was signed, sealed, and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said MARSHA FOGLE acknowledged the said Agreement to be the act and deed of the said Board.

WITNESS my hand and notarial seal this the 5<sup>th</sup> day of February, 2009.

Christy H Tyndall  
Notary Public

My Commission Expires: 12-20-09



STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND

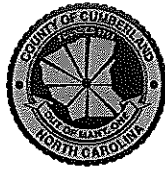
I, Jessica Kye, a Notary Public in and for the aforesaid County and State, do hereby certify that SHIRLEY BEARD COOPER all personally appeared before me this day and acknowledged the due execution of the foregoing Lease Agreement for the purposes therein expressed.

WITNESS my hand and notarial seal this the 23 day of January, 2009.

Jessica Kye  
Notary Public

My Commission Expires: 03 Oct. 2010





ITEM NO. 4

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
OCTOBER 4, 2018 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE MEMBERS**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: AMY CANNON, COUNTY MANAGER**  
**DATE: SEPTEMBER 26, 2018**  
**SUBJECT: CONSIDERATION OF CONTRACT FOR PARKING LOT  
IMPROVEMENTS AT CENTRAL MAINTENANCE AND  
BUILDING MAINTENANCE FACILITIES**

**Requested by: AMY CANNON, COUNTY MANAGER**

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

**Estimate of Committee Time Needed: 10 MINUTES**

**BACKGROUND:**

The Capital Improvement Plan (CIP) identified repairs for the Central Maintenance and Building Maintenance Facility's parking lots. The project consists of asphalt removal and replacement for the entire parking lot.

A pre-bid meeting was held on September 11, 2018, in which all local contractors were invited to attend. Informal bids were scheduled to be received on September 25, 2018, but the bid date was rescheduled due to Hurricane Florence. Informal bids will be received on October 1, 2018 and will be presented to the Facilities Committee on October 4<sup>th</sup>, along with a recommendation to award the contract to the lowest, responsible and responsive bidder.

**RECOMMENDATION/PROPOSED ACTION:**

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve the following recommendations and forward them to the Board of Commissioners for its consideration at their October 15<sup>th</sup> meeting:

1. Award a contract to the lowest responsible and responsive bidder.
2. Establish a contingency in the amount of \$10,000 to be used for additional work recommended by the E&I Director and approved by the County Manager.





ITEM NO. 5

**CUMBERLAND**  
★ **COUNTY** ★  
NORTH CAROLINA

**ENGINEERING & INFRASTRUCTURE DEPARTMENT**

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

**MEMO FOR THE AGENDA OF THE  
OCTOBER 4, 2018 MEETING OF THE FACILITIES COMMITTEE**

**TO: FACILITIES COMMITTEE MEMBERS**  
**FROM: JEFFERY P. BROWN, PE, E & I DIRECTOR**  
**THROUGH: AMY CANNON, COUNTY MANAGER**  
**DATE: SEPTEMBER 26, 2018**  
**SUBJECT: CONSIDERATION OF PROFESSIONAL SERVICES  
AGREEMENT WITH STEVENS ENGINEERS FOR  
REPLACEMENT OF CROWN COLISEUM ICE RINK  
CHILLER, COOLING TOWER AND FLOOR**

**Requested by: AMY CANNON, COUNTY MANAGER**  
**Presenter(s): JEFFERY P. BROWN, PE, E&I DIRECTOR**  
**Estimate of Committee Time Needed: 10 MINUTES**

**BACKGROUND:**

The Capital Improvement Project (CIP) identified the Crown Coliseum ice rink chiller, cooling tower and floor for replacement. The current system has reached the end of its useful life and is beginning to be problematic for providing a safe and adequate ice surface for playing hockey. These improvements are part of the installment financing package and will be repaid from the Crown fund.

North Carolina General Statute 143-64.31 requires local governments to select firms to provide architectural, engineering and surveying services on the basis of demonstrated competence and qualifications for the type of professional services required without regard to fee other than unit price information. This project is highly specialized, and the Engineering and Infrastructure staff issued a Request for Qualifications (RFQ) for professional services on July 26, 2018 with submittals due back on August 31, 2018. Our Department received three submittals (all from out of state) to review and evaluate the firms based on the submitted qualifications.

E&I staff selected the most responsible and responsive firm based upon their statement of qualifications and feedback from references. The most responsive and responsible firm is Stevens Engineers, Inc. based out of Hudson, Wisconsin. Stevens Engineers, Inc. was contacted and submitted a fee proposal for their services. Their fee proposal is attached

for your convenience. Stevens Engineers has proposed a not to exceed fee of \$233,700 for the engineering work required to complete the replacement of the chiller, cooling tower and ice floor.

**RECOMMENDATION/PROPOSED ACTION:**

The Engineering and Infrastructure Director and County Management recommend that the Facilities Committee approve a professional services agreement with Stevens Engineers in the amount of \$233,700 and forward this item to the Board of Commissioners for its approval at their October 15<sup>th</sup> meeting.



September 25, 2018

Revised September 26, 2018

Mr. Jeffery P. Brown, P.E.  
Engineering & Infrastructure Director  
Cumberland County Engineering & Infrastructure Department  
Historic Courthouse  
130 Gillespie Street, Suite 214  
Fayetteville, NC, 28301

Via email: [jbrown@co.cumberland.nc.us](mailto:jbrown@co.cumberland.nc.us)

Re: Professional Engineering and Consulting Services Proposal: Crown Coliseum Complex:  
Replacement of Ice Rink Chiller, Cooling Tower, and Floor  
Ice System Design and Construction Observation and Administration Phase Services

Dear Mr. Brown:

As a follow up to our Statement for Qualifications submittal, and at your request, we are pleased to submit this proposal to provide professional engineering services for the Replacement of the Ice Rink Chiller, Cooling Tower and Floor at the Crown Coliseum Complex. The following proposal outlines our understanding of the project by defining the scope of our services and key assumptions made in preparing this proposal and fees associated with the Scope of Work. As you know, we have a very good understanding of the ice rink system requirements and related work for this project.

## ABOUT STEVENS

We have provided you our Statement for Qualifications submittal that includes the Stevens Team (Stevens + PDC Engineers) experience and background with these types of facilities. If you need additional information, please let us know.

## PROJECT UNDERSTANDING AND SCOPE OF WORK

Cumberland County has solicited statements of qualifications for the replacement of the ice rink chiller, cooling tower and ice rink floor at the Crown Coliseum Complex. The County has selected Stevens Engineers, Inc. from that process and is now requesting a proposal for professional engineering services from Stevens.

The Crown Coliseum Complex is a multi-use facility that opened in October 1997 and has seating for up to 9,000 spectators for hockey events. Global Spectrum manages the facility. The ice system includes an R-22 indirect refrigeration system, concrete ice rink floor and dasher board system. The 21-year-old ice system is reaching its life expectancy and has been very costly to maintain over the last few years. The system was manufactured and installed by Lewis Refrigeration of Massachusetts. The mechanical joints on the polyethylene rink floor piping have started to fail the pipes have started to leak. The subfloor heating system is reportedly still in good working order and there is no visible frost heave.



The refrigeration room is located in the middle of the facility, one level up from the ice rink floor. There are other mechanical systems located in this room that are not related to the ice system. For these reasons, using ammonia refrigerant may not be feasible but should be evaluated. Stevens will explore all refrigeration options.

There was no project budget information provided to Stevens. Based on our past ice rink experience, we estimate the project construction costs to be as follows:

Removal and resale of existing dasher board system:	\$0 to \$40,000
Demolition of existing concrete rink floor and perimeter concrete:	\$90,000 to \$120,000
Demolition of existing refrigeration system:	\$10,000 to \$25,000
Demolition of existing HVAC and plumbing systems in refig room:	\$5,000 to \$25,000
New 8" concrete rink floor, steel rink piping, 4" insulation, subfloor, circus anchors, etc.:	\$785,000 to \$850,000
Extended mains from rink floor to second floor refig room:	\$50,000 to \$70,000
New perimeter concrete:	\$10,000 to \$20,000
New dasher board system:	\$225,000 to \$400,000
New synthetic refrigeration system, cooling tower, etc.	\$600,000 to \$750,000
New ventilation system in refrigeration room:	\$25,000 to \$35,000
Plumbing and lighting modifications:	\$5,000 to \$30,000
New electrical service:	\$10,000 to \$50,000
Misc. (control connection to ex. BMS, fire alarm, doors, etc.):	<u>\$30,000 to \$60,000</u>
Subtotal of estimated construction cost:	\$1,845,000 to \$2,475,000
10% design and construction contingency:	<u>\$184,500 to \$275,500</u>
Total of estimated construction cost:	\$2,029,500 to \$2,750,500

Add the following minimum cost for an ammonia system:	
Vestibule for existing refrigeration room:	\$25,000 to \$35,000
Eyewash/shower station:	\$8,000 to \$12,000
Upsize ventilation system:	\$10,000 to \$15,000
New isolation walls for existing two chillers systems:	\$30,000 to \$60,000
Ventilation, lighting, etc. or new chiller room:	\$25,000 to \$35,000
Seal refrigeration room	\$5,000 to \$10,000
Subtotal of estimated construction cost:	\$103,000 to \$167,000
10% design and construction contingency:	<u>\$10,300 to \$16,700</u>
Total of estimated construction cost:	\$113,300 to \$183,700

There was no project schedule provided to Stevens. Based on our past ice rink experience, we anticipate a general project schedule similar to the one outlined below:

Sep 25, 2018	Stevens submits engineering proposal to the County
Oct 15, 2018	County authorizes Stevens contract
Oct 16 (week of)	Kick off meeting on-site
Oct 16 – Jan 25, 2019	Design phase
Jan 25 – Feb 28, 2019	Bidding phase
Mar 30 – Oct 1, 2019	Construction phase

## WORK PLAN

As Ice Rink Engineers and Consultants, the Stevens Team (Stevens + PDC Engineers) will provide the specialized design required for the replacement of the ice system. The Stevens Team will provide all engineering services necessary for a complete project including ice system engineering, mechanical, electrical, structural and architectural. The Stevens Team will provide a step-by-step design approach as described below:

### Step 1 – Schematic Design Phase

During this step The Stevens Team will:

1.1 Meeting 1: Meet with you, the County, Global Spectrum, the design team, and any other stakeholders to discuss the following:

1. Review project goals and discuss or review the study recommendations.
2. Discuss the ice system replacement option selected by the County in more detail including:
  - A. Equipment options (compressor types, heat exchangers, pumps, etc); system materials; controls; operation and maintenance; efficiency; and energy use.
  - B. Refrigeration options from ammonia to CO2 and synthetic refrigerants.
  - C. Waste heat recovery systems including basic systems to serve subfloor heating and snow melting systems. We will also discuss enhanced systems to provide heat for preheating resurfacer water, domestic water, etc.
  - D. Ice rink floor design including size and dimensions of ice sheet, piping materials, piping connections, header designs, type of inserts, etc.
3. Location options for the new refrigeration system including the existing refrigeration room and improvements to the room.
4. Code related systems for the refrigeration room such as a new ventilation system, vestibule for isolation, eye wash/shower system, drain locations, isolation of non-ice system mechanical and electrical equipment, etc.
5. Electrical service size to the refrigeration MCC or panel and potential upgrades.
6. Dasher board systems technology, options and quality of systems and construction is ever changing. We will discuss in detail dasher board system components and options including: layout and door locations; frame construction and material options; box dimensions; shielding type and height; materials for facing, caprail and kick plate; accessories such as netting, lights, goal boxes, carts; and a discussion on new trends and innovations in dasher board system design and safety.
7. Related systems and conditions that will affect the ice system (that are not in the scope of this project) including the building envelope construction, arena space design conditions (number of spectator seating, ventilation, dehumidification, air quality, lighting); soils conditions beneath the ice rink floor, and perimeter concrete



work.

- 1.2 Verify accuracy of existing drawings.
- 1.3 Prepare ice system schematic development drawings consisting of the refrigeration system, the ice rink floor, and waste heat recovery systems.
- 1.4 Prepare preliminary, outline specifications in CSI format for the related Division 13 technical specifications and frontend documents including General Conditions, Division 0 and 1 documents.
- 1.5 Prepare an Opinion of Probably Construction Costs.
- 1.6 Provide estimated project schedule.

### **Step 2 – Design Development Phase**

During this Step Stevens will:

- 2.1 Prepare design development documents based on discussions in Step 1 and consisting of the improvements.
- 2.2 Prepare more detailed specifications in CSI format for the related Division 13 technical specifications and frontend documents.
- 2.3 Teleconference meeting with you, the County, Global Spectrum, the design team, and any other stakeholders to review these documents.
- 2.4 Update Opinion of Probable Construction Cost and schedule.

### **Step 3 – Construction Documents**

During this step Stevens will:

- 3.1 Prepare final working drawings for the improvements including drawings and a complete project manual and procurement documents including frontend documents (General Conditions, Supplementary Conditions, Bid Forms, Construction Contracts, Div 0 and 1) and the technical specifications (Division 13).
- 3.2 Meet with you, the County, Global Spectrum, the design team and any other stakeholders to review these documents.
- 3.3 Prepare final Opinion of Probably Construction costs and project schedule.

### **Step 4 - Bidding Assistance**

During this step Stevens will:

- 4.1 Provide recommendation on bidding and award schedule. Attend pre-bid meeting.
- 4.2 Distribute electronic copies of the bid documents.



- 4.3 Answer questions from contractors, suppliers, the County, and others during the bid opening and record bid results.
- 4.4 Review the bid results and recommend award of construction contract.
- 4.5 Prepare construction contracts for review by the County.

#### Step 5 – Construction Services

The ice system (refrigeration system, ice rink floor, and dasher board system) is the most important system in an ice arena facility. Proper installation of these systems plays a significant role in the economic and social success of the facility. Experienced ice arena specialists provide a higher level of confidence that the installation has been done right and the final product has been constructed as the design intended.

We will provide the construction administration phase services necessary to monitor and document the construction of the project for the County.

Below is an outline of the services that will be provided:

- 5.1 *Pre-Construction Conference.* Organize and attend Pre-construction conference to discuss project requirements, expectations, communication, schedule, testing procedures, submittals, inspections, and pay estimates and change order procedures.
- 5.2 *Site Visits.* Stevens and our design team will visit the site during all major construction activities and at intervals appropriate to the various stages of construction. In addition to Stevens visits during major construction activities, PDC Engineers will conduct 5 meetings on-site throughout the construction period.
- 5.3 *Final Walkthrough.* Perform a final walkthrough of the project generating a list of items (punch list) to be completed.
- 5.4 *Startup of Systems.* The Stevens Team will review all Operation and Maintenance Manuals. We have not included commissioning in our services but can provide that as an additional service at the County's request.
- 5.5 *Contract Administration:* We will also provide shopdrawing review of equipment and materials used on the project and answer questions regarding the drawings and specifications during construction. A field observation report will be provided with each site visit. We will prepare all change orders and pay applications for the County's review and approval.

#### ASSUMPTIONS

This proposal is based on the following assumptions;

- **GETTING STARTED** - Prior to starting the work, STEVENS will be provided with full information regarding the County's requirements including any special or extraordinary considerations for the Project or special services needed and will be provided with all pertinent existing data.
- **INFORMATION** - STEVENS will be relying on CAD files and topographic surveys completed and

prepared by others. STEVENS assumes no liability for the accuracy of such drawings or surveys.

Prior to starting the work, we request the following information:

- Architectural drawings of facility in AutoCad format.
- Mechanical, electrical and structural drawings in AutoCad or pdf format.
- Record plans for the facility and any modifications and/or additions that have been performed;
- Shopdrawings of all the systems being evaluated;
- Daily logs on the ice system operation and other mechanical systems;
- Records or information on any improvements that have been performed on the facility or its systems;
- Soil information from original construction, if available, and
- EXCLUSIONS - In preparing this proposal, certain items have been excluded from the scope of services that may or may not be required. Should these services become necessary, STEVENS can provide them as Additional Services. The following services have been excluded from this proposal:
  - Attend bid opening.
  - Evaluation of site and soil conditions in or near the building
  - Rebates, grants, or other funding applications
  - Energy modeling and calculations
  - Life cycle cost analysis
  - Permit applications
  - Concept drawings of improvements to the facility
  - Commissioning of systems
  - Record plans or as-builts
  - Local and State code review meetings
  - Environmental reviews, reports or permits
  - Building energy simulation
  - Sampling, laboratory and on-site material testing or performance and intrusive testing
  - Hazardous material testing
  - Surveying
  - Project advocacy beyond the normal standard of care.
- This document serves as record of the basic terms of our agreement. Upon receipt of a countersigned copy of this letter, we will present to Cumberland County an agreement in EJCDC format, very similar to the AIA format.
- This proposal is based upon completion of our services by February 2020.



## COST OF SERVICES

We propose the following **hourly not-to-exceed contract** for the services based on the range of construction costs outlined above \$2.03M to \$2.75M.

DESIGN AND CONSTRUCTION PHASE SERVICES (STEPS 1-5)	\$233,700
<b>TOTAL FIXED FEE SERVICES</b>	<b>\$233,700</b>

### Conditions of Proposed Fee:

1. EXPENSES - Reimbursable expenses **are included in the above NTE fee**. A fee schedule is provided with this proposal in case additional services are required.
2. Taxes not included in fee.
3. PAYMENTS – All payments due STEVENS shall be made within 30 days after receipt of invoice. Services will be invoiced once per month. Finance charges will be applied to all payments not received within 30-days of invoicing. STEVENS shall have the right to suspend work on the project upon invoice past due more than sixty (60) days from presentation, unless or until STEVENS is satisfied that payment is forthcoming.
4. ADDITIONAL SERVICES – Additional Services, if authorized in advance, will be billed in accordance with our standard fee schedule.
5. TESTING AND REVIEW FEES - The County will pay for all costs of testing services such as ground penetrating radar, soil borings, soil testing, pressure testing, etc. in addition to the fixed fee services. The County will pay for all review agency or other applicable fees (e.g. review, permit applications, etc.) in addition to the fixed fee services.
6. FEE SCHEDULE - The attached fee schedule is valid through December 31, 2018. Any services furnished after December 31, 2018 will be charged in accordance with our 2019 fee schedule. We will not increase any item on the fee schedule by more than 5% per year for work performed in 2019. The fixed fee will remain unchanged for 2019.
7. QUALIFICATIONS – The proposed construction administration fee is based on the Owner hiring *an* experienced ice rink contractor meeting the qualifications of Stevens standard Section 131811 – Ice Rink General Requirements that in general states the contractor must have successfully completed five (5) ice rink projects of similar scope in the past five (5) years.

## THE STEVENS TEAM IS THE **BEST VALUE** FOR CUMBERLAND COUNTY

Stevens is among the most experienced and knowledgeable ice arena design specialists in the nation with well over 225 ice rink projects successfully completed nationwide. In addition, we bring:

- extensive ice rink renovation experience providing a clear understanding of what works and what doesn't work and aids in accurate modeling of energy use in these unique facilities. Over 65% of Stevens ice rink projects are renovation projects.
- experience with codes, regulations, statutes and ordinances applicable to indoor ice arena facilities.



- Experience with municipal and County projects and budgets. 98% of the work we do are for this client base.
- responsiveness and personal attention. The Owner of Stevens, Scott Ward, will be assigned to manage the design of this project for you. This project will be a priority for the Stevens Team.

*Experience and passion fosters innovation. Stevens was the first in the ice rink industry to:*

- design an ice system that regenerates a desiccant system using waste heat recovered from the refrigeration system in place of natural gas. (Northfield Ice Arena, 2007)
- design a conversion (direct to indirect) of an existing Holmsten Ice Rink's direct refrigeration system that uses the existing equipment to minimize costs with little or no loss in operating efficiency. This provides the City with the widest range of options for replacing or renovating the existing ice system. (Lund Arena - Gustavus Adolphus College, 2008)
- design a geothermal based ice system that uses industrial grade refrigeration technology for a long-life span and ammonia refrigerant to maximize efficiency and reduce greenhouse gas emissions. (Burnsville Ice Center, 2009)
- design a geothermal based ice system without a well field and using a City water source; maximizing waste heat recovery and providing superior efficiency and reliability without losing performance. Most likely the first in the national of its kind. (Brooklyn Park Activity Center, 2009)
- Design of first **CO2-based** ice systems in the United States. Stevens has designed 6 total CO2-based ice systems with the first in 2014. (Anchorage and Wasilla, AK; St. Michael, MN)

STEVENS and the entire design team want to thank you for the opportunity to be involved in this project. We are confident you will find our qualifications, experience and reputation at the top of the industry. We encourage you to call any references, on any project, that we have worked on.

If this proposal meets with your approval and is consistent with your understanding, please sign and return by mail an original copy of this letter. In the event we do not receive a signed copy of this letter, and we are authorized to begin work verbally, we will assume the terms and conditions of this proposal have been accepted by you. We will follow up with an EJCDC agreement.

We are very enthusiastic about this exciting opportunity and we look forward to personally sharing our experience and knowledge of ice systems and ice rinks with you, Cumberland County, and other project stakeholders. If you have any questions, please feel free to contact me at our office at 800.822.7670 or on my mobile at 651.492.1376.

Sincerely,

Agreed to and accepted,

STEVENS



Scott A. Ward, P.E.  
Vice President and Owner

Enclosure: 2018 Professional Services Fee Schedule

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*We can provide you our Ice Rink Statement of  
Qualifications at your request*

## APPENDIX A



### 2018 Professional Services Fee Schedule

Period: January 1, 2018 through December 31, 2018

#### HOURLY FEE SCHEDULE

Personnel:

Principal Engineer/Project Manager	\$160-\$220
Project Engineer	\$95-\$175
Graduate Engineer	\$80-\$115
Technician/Inspector	\$60-\$95
Administrative	\$55-\$70
Survey Crew (1 person with GPS or Robot)	\$175
Survey Crew (2 persons with GPS or Robot)	\$175-\$200

#### REIMBURSABLE EXPENSES

Reimbursable expenses include, but are not limited to the following:

- Transportation cost at IRS allowable rate. For survey vehicles, \$0.15 per mile will be added to the IRS rate.
- Parking fees.
- Cost of out-of-town travel, lodging and electronic communication in connection with the project.
- Reproductions, plots, and standard form documents. Meals will be billed at \$50 per diem.

Item	Size	Black & White	Color
Photocopies/Printing	8 1/2 x 11	\$0.20	\$0.95
	8 1/2 x 14	\$0.24	\$1.10
	11 x 17	\$0.30	\$1.75
Plots/Scans	22 x 34	\$3.00	\$5.50
	24 x 36	\$3.30	\$6.10
	28 x 42 or larger	\$4.88	\$6.60
Binding plans sets (per set larger than 11 x17)	\$8.90 each		
Specification and Report Assembly (Binder, Cover)	\$13.00 each		
Laminated Report Covers with Binder	\$23.00 each		
3-Ring Binder	\$16.00 each		
Survey Wood Lath	\$1.75 each		
Survey Wood Hubs	\$1.00 each		
Metal Fence Posts	\$16.00 each		
Paint (per can)	\$11.00 each		
Field/Survey Book (hard cover)	\$26.00 each		
Field/Survey Book (soft cover)	\$16.00 each		

- Project photography, postage, long-distance and mobile telephone calls, and facsimiles.
- Materials required to assemble reports.
- Survey and construction administrative materials and
- Subconsultants.
- Other similar direct project-related expenditures.

Reimbursable expenses are billable at 10% over cost and per diem.  
Stevens' typical invoicing process; monthly billing, due net 30 days.



**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

**SERVICE AGREEMENT**

This Agreement, made this the 15<sup>th</sup> day of October 2018, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and Stevens Engineers, Inc., a consulting engineer with an office located at 2211 O'Neil Road, Hudson, WI, hereinafter referred to as ENGINEER.

WITNESSETH

WHEREAS, the COUNTY wants to complete ice rink chiller, cooling tower and ice floor replacement for the Crown Coliseum; and

WHEREAS, the ENGINEER is qualified to perform the ice rink chiller, cooling tower and ice floor design and improvements for the COUNTY; and

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

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

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

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

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

**TERM:** The term of this Agreement shall be from execution date of this contract through, February 2020, unless sooner terminated or extended by mutual agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

The ENGINEER has completed all services required.

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

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

**SERVICES:** ENGINEER shall perform such expert and technical services as are indicated in the proposal from Stevens Engineers, Inc., dated September 26, 2018, attached and incorporated herein. ENGINEER warrants that it shall perform such ancillary work as may be necessary to insure the effective performance of the services cited above. Insofar as practical, the ENGINEER shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

**PRICE:** Compensation for services rendered shall be on a fixed fee as outlined in the proposal. The total contract price shall not exceed \$233,700 without the authorization from the County Manager.

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

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

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

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

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

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

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

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

**ENGINEER:**  
Stevens Engineers, Inc.  
2211 O'Neil Road  
Hudson, WI 54016

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

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

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

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

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

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

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

**NON-APPROPRIATION CLAUSE:** This agreement is subject to and contingent upon appropriation of funds for fiscal years subsequent to FY19.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 15<sup>th</sup> day of October, 2018, by their respective duly authorized representatives.

**ATTEST**

**BY:** \_\_\_\_\_

Clerk to the Board of Commissioners

**COUNTY**

**BY:** \_\_\_\_\_

Larry L. Lancaster, Chairman to the Board

**ATTEST**

**BY:** \_\_\_\_\_

**STEVENS ENGINEERS, INC.**

**BY:** \_\_\_\_\_

Scott A. Ward, P.E.

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

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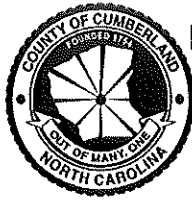
MELISSA CARDINALI  
County Finance Office

Approved for Legal Sufficiency  
COUNTY ATTORNEY'S OFFICE

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☐ Renewable      ☐ Nonrenewable  
Expiration Date:

RICKEY L. MOOREFIELD  
County Attorney



ITEM NO. 6

PHYLLIS P. JONES  
Assistant County Attorney

ROBERT A. HASTY, JR.  
Assistant County Attorney

**OFFICE OF THE COUNTY ATTORNEY**

5<sup>th</sup> Floor, New Courthouse • P.O. Box 1829 • Suite 551 • Fayetteville, North Carolina 28302-1829  
(910) 678-7762

**MEMO FOR THE AGENDA OF THE OCTOBER 4, 2018,  
MEETING OF THE FACILITIES COMMITTEE**

**TO:** Asst. Manager Tracy Jackson  
**FROM:** Co. Atty.  
**DATE:** September 26, 2018  
**SUBJECT:** Consideration of Grant of Easement to City of Fayetteville for Bus Stop  
Shelter at Cliffdale Regional Branch Library

**BACKGROUND:**

The City has requested the county to grant an easement approximately 2' in width and 20' in length to be located in the southeastern corner of the lot on which the Cliffdale Regional Branch Library is located. The City wants to construct a concrete pad and shelter for a bus stop within the easement. The City will be responsible to maintain the bus stop. The City's request, the easement document, and a GIS map of the parcel and approximate location of the easement are attached.

**RECOMMENDATION/PROPOSED ACTION:**

County attorney recommends the City's request for a bus stop easement be approved with authorization for the Chair to execute the deed of easement.





## **Real Estate Division**

August 29, 2018

### **MEMORANDUM**

**TO:** Myra M. Brooks, Paralegal  
Cumberland County Attorney

**FROM:** Brandy R. Bishop, Senior Paralegal  
City of Fayetteville, Real Estate Divisions

**SUBJECT:** Acquisition of a Permanent Easement for Bus Shelter  
Construction and Maintenance

**DESCRIPTION:** Cliffdale Library  
6882 Cliffdale Road  
PIN 9497-76-2765-

**CC:** Rick Moorefield, County Attorney  
Kecia Parker, Real Estate Manager

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The City of Fayetteville would like to acquire an easement to install a bus pad on the above referenced property. The property is County owned and was acquired in Deed Book 4875, Page 874 and Deed Book 3537, Page 453, Cumberland County Registry.

Our office is requesting a 42 square foot permanent easement to install a bus shelter on the property. The City will be responsible for the construction and maintenance of the easement. I have attached the easement to this memo for your review. Upon receipt, please review the document and submit this item to the Board of Commissioners for approval.

Your assistance in this regard is appreciated. Should you have any questions or concerns, please do not hesitate to contact our office.

**STATE OF NORTH CAROLINA  
CUMBERLAND COUNTY**

**PERMANENT EASEMENT  
FOR BUS SHELTER CONSTRUCTION  
AND MAINTENANCE**

Excise Tax \$0

Parcel Identification Number: 9497-76-2765-

Mail after recording to: Alicia Young, Assistant City Attorney, City of Fayetteville, 433 Hay Street, Fayetteville, NC 28301

**THIS EASEMENT AGREEMENT**, made this \_\_\_\_\_ day of September, 2018, by and between **COUNTY OF CUMBERLAND**, a body politic and corporate of the State of North Carolina (hereinafter referred to as "GRANTOR"), and the **CITY OF FAYETTEVILLE**, a municipal corporation, located in Cumberland County, organized and existing under the laws of the State of North Carolina, (hereinafter referred to as "GRANTEE").

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

**WITNESSETH:**

**THAT WHEREAS**, Grantor is the fee simple owner of that certain parcel of land located at 6882 Cliffdale Road; and

**WHEREAS** the Grantee desires to acquire a permanent easement in, on over, along, across and upon the property of Grantor for the limited purpose of constructing, installing, operating, repairing and maintaining a bus shelter; and

**WHEREAS**, the Grantor recognizes the benefits accruing to said property from the construction and installation of said bus shelter.

**NOW, THEREFORE**, in consideration of said benefits, and for the further consideration of One and 00/100 Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, the Grantor hereby gives and grants unto the City, its successors and assigns, a permanent easement, privilege and authority to construct, install, operate, repair, and maintain a bus shelter, and releases the City, its elected officials, employees, agents and assigns from any and all claims for damages by reason of said easement in, on, over, along, across and upon the lands of the undersigned, and of the past and future use thereof by the City, its successors and assigns, for all purposes for which the City is authorized by law to subject such easement, said property being located in Cumberland County and being more particularly described as:

**BEGINNING** at an existing rebar in the northern right-of-way margin of Cliffdale Road said point also being the southeast corner of the Wolfpack Properties, LLC parcel known as Lot 2 and depicted on a plat entitled **PROPERTY OF: JOHN F. DUNN, JR. A/W BARBARA A. DUNN**, duly recorded in Book of Plats 107, Page 119, Cumberland County Registry, North Carolina, thence continuing with the northern right-of-way margin of Cliffdale Road North 77 degrees 30 minutes 52 seconds West 123.45 feet to the **POINT OF BEGINNING**, thence continuing with said right-of-way margin North 76 degrees 40 minutes 41 seconds West 20.00 feet to a point, thence leaving said right-of-way margin North 13 degrees 15 minutes 16 seconds East 2.13 feet to a point, thence South 76 degrees 35 minutes 23 seconds East 20.00 feet to a point, thence South 13 degrees 15 minutes 09 seconds West 2.10 feet to the **POINT OF BEGINNING** containing approximately 42 square feet more or less.

To have and to hold the above right, easement and privilege as described and defined above thereto belonging to Grantee, its successors and assigns, for so long as the Grantee, or its successors and assigns, continue to use the easement forever.

There are no conditions to this agreement not expressed herein. The undersigned hereby covenant and warrant that they are the fee owners of said property; that they solely have the right to grant this easement, and that they will forever warrant and defend the title to the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the Grantor has hereunto set his/her hand and seal, the day and year first above written.

**COUNTY OF CUMBERLAND**

**ATTEST:**

BY: \_\_\_\_\_  
Larry L. Lancaster,  
Chairman Board of Commissioners



BY: \_\_\_\_\_  
Candice H. White, Clerk

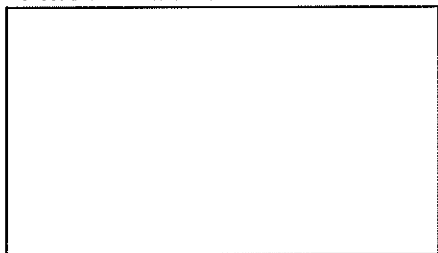
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**STATE OF NORTH CAROLINA  
COUNTY OF CUMBERLAND**

I, \_\_\_\_\_, a Notary Public in and for the State of North Carolina, certify that CANDICE H. WHITE personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners; that LARRY L. LANCASTER, is the Chairman of the Board of Commissioners; that the seal affixed to the foregoing Deed is the Official Seal of said Board; that said Deed was signed and sealed by said Chairman and attested by the said Clerk on behalf of said Board, all by its authority duly granted; and that said CANDICE H. WHITE acknowledged the said Deed to be the act and deed of the said Board.

WITNESS my hand and seal this the \_\_\_\_ day of \_\_\_\_\_, 2018.

Place seal here ↓



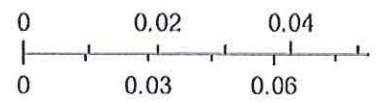
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



PM

1:1,718



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## MONTHLY PROGRESS REPORT

Project Location	Construction Amount	Project Status	Contract Duration
Courthouse, Detention Center, Community Corrections, Headquarters Library Parking Lots	\$174,251.53	Contractor has completed Detention Center, Community Corrections lot and Courthouse lots. Contractor is awaiting notice to proceed from County for HQ Library lots. The HQ Library lots are postponed until PNG completes their gas installation.	90 days
Bordeaux Library Parking Lot	\$103,431.84	Project is completed.	35 days
East Regional Library Parking Lot	\$147,000.00	Project is 98% complete. The engineering firm is completing their review of the project.	35 days
Building Envelope Repairs Project	\$551,479.00	Project scheduled to start mid-October.	120 days
Crown Coliseum Scoreboard	\$1,129,884.00	Project is completed.	60 days
Crown Coliseum Membrane and Sealant	\$1,735,100.00	Project is 55% completed. The contractor is installing the membrane on the dome. The contractor should be completed in mid-December.	180 days
Judge E. Maurice Braswell Courthouse Room 564 Renovation	\$173,497.00	Contractor has framed walls and hung sheet rock. Contractor is sanding and should begin priming walls this week.	75 days
Crown Complex Stormwater Pond A	\$642,212.50	Contractor has started initial clearing and plans to work on Pond A concurrently with Pond B.	150 days
Crown Complex Stormwater Pond B	\$705,040.00	See above.	150 days
Overhills Park Water and Sewer District	\$4,131,106.59	Contractor is completing punch list items.	565 days