

**Alamance County
Board of Commissioners
AGENDA**

January 21, 2025, 6:30 PM
Commissioners' Meeting Room
124 West Elm Street
Graham, NC 27253



Pages

1. **CALL TO ORDER -CHAIRMAN PAISLEY**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - COMMISSIONER ALLEN**
3. **APPROVAL OF THE AGENDA**
4. **PUBLIC COMMENTS**
(Citizens may address the Board for no more than 3 minutes)

For a complete review of the Public Comment Policy, please click here:

<https://www.alamance-nc.com/commissioners/wp-content/uploads/sites/2/2022/03/6-6-22-BOC-Public-Comment-and-Public-Hearing-Policy-Final-sm.pdf>

5. **CONSENT AGENDA**

Items listed under Consent are generally of a routine nature. The Board may take action to approve/disapprove all items in a single vote. Any item may be withheld from a general action, to be discussed and voted upon separately at the discretion of the Board.

5.a **APPOINTMENTS/ REAPPOINTMENTS**

- | | | |
|-------|---|---|
| 5.a.1 | Alamance Community College Board of Trustees - Tammy Karnes
Consideration of the appointment of Tammy Karnes to fill a vacancy left by the recent resignation of Mark Gordon. If appointed, Ms. Karnes will serve out the remainder of that term until June 30, 2026. | 4 |
| 5.a.2 | Alamance County Senior Services Committee – Nancy “Foxye” Harper
Consideration of the reappointment of Nancy “Foxye” Harper to the Alamance County Senior Services Committee. | 5 |
| 5.a.3 | Burlington-Alamance Airport Authority – HB McMillan, Jr
Consideration of HB McMillan, Jr to another term on the Burlington-Alamance Airport Authority. | 6 |

5.a.4	Domestic Violence Fatality Review Team – Allison Young & Jennifer Brownell	7
	The County Commissioners will consider the appointment of Allison Young as a representative who has knowledge, experience, or expertise in preventing domestic violence; consideration of the appointment of Jennifer Brownell to represent ACC as a representative of an institution of higher education.	
5.a.5	Elon Planning Board/Board of Adjustment – M. Rachel Dimont	10
	Consideration of the reappointment of M. Rachel Dimont to the Elon Planning Board/Board of Adjustment as the county’s extraterritorial jurisdiction (ETJ)member.	
5.a.6	Historic Properties Commission – Rodney Cheek	11
	Consider the reappointment of Historic Properties Commission member Rodney Cheek to another term on the board. Mr. Cheek’s term expired at the end of 2024 but his application for reappointment came in after the December 2024 deadline.	
5.b	Village of Alamance Review Officer Resolution	12
	The Village of Alamance is requesting the appointment of a new Review Officer as prescribed by N.C.G.S. 47-30.2. The review officer to be appointed is Town Administrator Nick Farmerie.	
5.c	BUDGET AMENDMENTS	
5.c.1	Budget Amendment 7	14
	The Board will consider amending the General Fund to increase by \$192,127.	
5.d	Reimbursement Resolution-CAD Software	16
	Board will consider adopting a reimbursement resolution for the Computer Aided Dispatch (CAD) system project purchase not to exceed \$7,000,000. Initial project costs are currently estimated at \$6,200,000.	
5.e	Governors Crime Commission Grant Application - Family Justice Center	20
	Approve application for funding to the Governors Crime Commission for the Family Justice Center.	
5.f	2025 GCC Application VAWA Law Enforcement	42
	2025 GCC Application VAWA Law Enforcement -3 year grant to begin October 1, 2025. \$100,000.00 for year one, with additional annual awards for year 2 and 3. County Match required at 25%. Office space, volunteer hours, and technology for position will be used as in-kind match. No additional county dollars are being requested for this grant application.	
5.g	Approval of State and Local Cybersecurity Gant Program Application (SLCGP) - IT Dept	61
	The Board will consider a request to apply for SLCGP Grant – IT Department	

5.h	America 250 Grant Application – Historic Elon Ballpark Community Approve of the county’s ability to act as the fiscal agent and for the Historic Properties Commission to act as the official applicant for an America 250 NC grant.	66
5.i	TAX REFUNDS	
5.i.1	Tax Refunds, Releases, and Extensions Jan 2025 Approval of Tax Refunds, Releases and Elderly, Disabled Exemptions: Elderly Disabled Extensions.	84
5.j	APPROVAL OF MINUTES Regular Minutes of October 7, 2024 Regular Minutes of October 21, 2024 Regular Minutes of November 4, 2024	91
6.	PRESENTATIONS/OTHER BUSINESS	
6.a	Shooting Range Ordinance - County Attorney Stevens Review and considered the proposed ordinance regulating the operation of shooting ranges, both private and commercial.	107
6.b	Planning Board Member Appointment - Matthew Hoagland, Planning Director Consideration of an individual to appoint to the Planning Board out of these 6 applicants who are currently eligible, including Townships represented: Natalie Thacker (Graham), Jeffrey Stevens (Melville), Brandon Martin (Boone Station), Anthony Pierce (Melville), John “Mac” Jordan, Jr. (Thompson) and Max Morgan (Melville). There is only one vacancy to be filled.	114
6.c	Resolution Regarding Tax Delinquency - County Attorney Stevens Review the proposed resolution regarding appointed board and committee members and tax delinquency.	115
6.d	Approval of Design-Build Contract for Elderly Services Building Renovation - Brian Baker, Assistant County Manager This item seeks approval of a design-build contract with Bobbitt Construction for the renovation of the former Elderly Services Building on 1946 Martin Street. The building will be renovated to house the Development Services Center. Bobbitt construction was chosen from a total of seven companies submitting proposals.	118
7.	COUNTY ATTORNEY'S REPORT	
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Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Tory Frink

DEPT: County Clerk's Office

AGENDA TITLE: Alamance Community College Board of Trustees

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Consideration of the appointment of Tammy Karnes to fill a vacancy left by the recent resignation of Mark Gordon. If appointed, Ms. Karnes will serve out the remainder of that term until June 30, 2026.

BACKGROUND/PURPOSE OF REQUEST:

Term Expires: June 30, 2026

RECOMMENDATION:

The ACC Board of Trustees supports this application.

ATTACHMENTS:



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Tory Frink

DEPT: County Clerk's Office

AGENDA TITLE: Alamance County Senior Services Committee – Nancy “Foxye” Harper

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Consideration of the reappointment of Nancy “Foxye” Harper to the Alamance County Senior Services Committee.

BACKGROUND/PURPOSE OF REQUEST:

New term will expire December 31, 2026

RECOMMENDATION:

Staff recommends review of the application.

ATTACHMENTS:



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 12/16/2024

DATE SUBMITTED: 1/21/2025

FROM: Tory Frink

DEPT: County Clerk's Office

AGENDA TITLE: Burlington-Alamance Airport Authority – HB McMillan, Jr

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Consideration of HB McMillan, Jr to another term on the Burlington-Alamance Airport Authority.

BACKGROUND/PURPOSE OF REQUEST:

New Term Expiration: December 31, 2028

RECOMMENDATION:

Staff recommends review of the application.

ATTACHMENTS:



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/20/2025

DATE SUBMITTED: 12/16/2024

FROM: Skye Sullivan

DEPT: Family Justice Center

AGENDA TITLE: Domestic Violence Fatality Review Team – Allison Young & Jennifer Brownell

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

The County Commissioners will consider the appointment of Allison Young as a representative who has knowledge, experience, or expertise in preventing domestic violence. Ms. Young has served as the domestic violence attorney for Legal Aid since 2018. Consideration of the appointment of Jennifer Brownell to represent ACC as a representative of an institution of higher education.

BACKGROUND/PURPOSE OF REQUEST:

The Review Team shall consist of (i) a lead agency that has experience working with victims of domestic violence and (ii) representatives of public and nonpublic agencies in the community that provide services to victims or families of domestic violence. Alamance County Commissioners approved the creation of the Alamance Domestic Violence Fatality Review Team and the Family Justice Center to serve as the lead agency in 2021.

RECOMMENDATION:

Approve Appointment

ATTACHMENTS:

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2013

SESSION LAW 2013-70
HOUSE BILL 456

AN ACT CONCERNING MEMBERSHIP ON THE DOMESTIC VIOLENCE REVIEW TEAM IN MECKLENBURG COUNTY AND ESTABLISHING A DOMESTIC VIOLENCE REVIEW TEAM IN PITT COUNTY AND ALAMANCE COUNTY.

The General Assembly of North Carolina enacts:

SECTION 1. Subsection (c) of Section 1 of S.L. 2009-52 reads as rewritten:

"SECTION 1.(c) Composition. – ~~The Review Team shall consist of (i) a lead agency, Community Support Services of Charlotte, North Carolina, agency that has experience working with victims of domestic violence and (ii) representatives of public and nonpublic agencies in the community that provide services to victims or families of domestic violence, including violence. No person who has been convicted of a domestic violence-related crime or who has been a participant in a batterer intervention program shall be a member of the Review Team. The board of county commissioners shall designate the lead agency for the Review Team. The members of the Review Team shall include all of the following:~~

- (1) A representative from a domestic violence victim's service group who shall be appointed by the lead agency pursuant to subdivision (7) of subsection (d) of this section.
- (2) Two survivors of domestic violence who shall be appointed by the lead agency pursuant to subdivision (7) of subsection (d) of this section.
- ~~(2)~~(3) An attorney from the local district attorney's office. The district attorney from the appropriate prosecutorial district or an assistant district attorney designated by the district attorney.
- ~~(3)~~(4) Local law enforcement personnel. A local law enforcement officer appointed by the chief of the local police department of the largest municipality in the county and at least one law enforcement officer from the other police departments in the county appointed jointly by the chiefs of police of the other municipalities in the county.
- (5) The sheriff of the county or a person designated by the sheriff.
- ~~(4)~~(6) A representative from the local medical examiner's office. The medical examiner of the county or a person designated by the medical examiner.
- ~~(5)~~(7) A representative from the local department of social services. The director of the department of social services or a person designated by the director.
- ~~(6)~~(8) A representative from the local health department. The director of the county health department or a person designated by the director.
- ~~(7)~~(9) A representative from an area mental health authority. The director of the local mental health managed care organization or a person designated by the director.
- ~~(8)~~(10) A representative from the local public schools. The superintendent of the public schools or a person designated by the superintendent.
- ~~(9)~~(11) A representative from a health care system. each of the primary health care systems in the county.
- (10)(12) Local medic or emergency services personnel. A magistrate designated by the chief district court judge.
- ~~(11)~~(13) A survivor of domestic violence. A representative of an institution of higher education appointed by the board of county commissioners.

- (14) A probation and parole officer who supervises probationers convicted of domestic violence appointed by the chief probation and parole officer of the judicial district.
- (15) A district court judge who presides over domestic violence cases designated by the chief district court judge.
- (16) At the option of the board of county commissioners, the board may appoint not more than two additional representatives from the community who have knowledge, experience, or expertise in preventing domestic violence."

SECTION 2. Section 2 of S.L. 2009-52 is repealed.

SECTION 3. Section 3 of S.L. 2009-52 reads as rewritten:

"**SECTION 3.** Each Review Team established pursuant to this act shall ~~issue an interim~~ issue a report to the local board of county commissioners, the North Carolina Domestic Violence Commission, and the Governor's Crime Commission summarizing its findings and activities ~~by June 15, 2011, and a final report with and making recommendations for action by June 15, 2014-2014, and every three years thereafter.~~ The reports shall not identify the specific cases or case reviews that led to the individual Review Team's findings and recommendations."

SECTION 4. Section 5 of S.L. 2009-52 reads as rewritten:

"**SECTION 5.** This act applies to ~~Mecklenburg County only.~~ Alamance County, Pitt County, and Mecklenburg County."

SECTION 5. This act applies to the following counties: Alamance, Pitt, and Mecklenburg.

SECTION 6. This act is effective when it becomes law.

In the General Assembly read three times and ratified this the 11th day of June, 2013.

s/ Daniel J. Forest
President of the Senate

s/ Thom Tillis
Speaker of the House of Representatives



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 12/9/2024

FROM: Tory Frink

DEPT: County Clerk's Office

AGENDA TITLE: Elon Planning Board/Board of Adjustment – M. Rachel Dimont

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Consideration of the reappointment of M. Rachel Dimont to the Elon Planning Board/Board of Adjustment as the county's extraterritorial jurisdiction (ETJ) member.

BACKGROUND/PURPOSE OF REQUEST:

New Expiration Term Ends: 12/31/2027

RECOMMENDATION:

Staff recommends the review of the application

ATTACHMENTS:



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/13/2025

FROM: Matthew Hoagland

DEPT: Planning

AGENDA TITLE: Historic Properties Commission – Rodney Cheek

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Consider the reappointment of Historic Properties Commission member Rodney Cheek to another term on the board. Mr. Cheek's term expired at the end of 2024 but his application for reappointment came in after the December 2024 deadline.

BACKGROUND/PURPOSE OF REQUEST:

Historic Properties Commission members serve for a term of three years which means anyone appointed today will have their term expire on December 31, 2027.

RECOMMENDATION:

Review application for appointment.

ATTACHMENTS:



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 12/30/2024

FROM: Matthew Hoagland

DEPT: Planning

AGENDA TITLE: Village of Alamance Review Officer Resolution

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

The Village of Alamance is requesting the appointment of a new Review Officer as prescribed by N.C.G.S. 47-30.2. The review officer to be appointed is Town Administrator Nick Farmerie.

BACKGROUND/PURPOSE OF REQUEST:

The North Carolina General Assembly requires the Board of Commissioners of each County, by resolution, to designate by name a person, or persons, experienced in mapping or land records management as Review Officer to review each map and plat before it is presented to the Register of Deeds for recording.

RECOMMENDATION:

Approve the Village of Alamance's request for Review Officer appointment.

ATTACHMENTS:



RESOLUTION APPOINTING VILLAGE OF ALAMANCE REVIEW OFFICER

BE IT RESOLVED BY THE ALAMANCE COUNTY BOARD OF COMMISSIONERS

Pursuant to G.S. 47-30.2, effective January 21, 2025, that the Alamance County Board of Commissioners hereby amends its appointments, at the request of the Village of Alamance, by adding the following persons to the official list of Review Officers for purposes set forth in G.S. 47-30.2 and other applicable law:

Nick Farmerie

Pursuant to said statute, this resolution shall be recorded in the Alamance County Registry and indexed on the grantor index in the name(s) of the Review Officer.

ADOPTED this 21st day of January, 2025.

ALAMANCE COUNTY BOARD OF COMMISSIONERS

John P. Paisley, Chairman

Tory Frink, Clerk to the Board



Alamance County Board of Commissioners
BUDGET AMENDMENT AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Rebecca Crawford

DEPT: Budget and Management Services

AGENDA TITLE: Budget Amendment 7

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

The Board will consider amending the General Fund to increase by \$192,127.

BACKGROUND/PURPOSE OF REQUEST:

General Fund

1. Emergency Management

The Department of Emergency Management was awarded \$15,000 in federal pass-through funding from the NC Department of Public Safety for Hazardous Materials Emergency Preparedness (HMEP). Funds will be used for emergency management planning, training, and exercise-related transportation of hazardous materials. This amendment will appropriate \$15,000 to the General Fund. No county match is required.

2. Health

The Health Department received notification of an award of \$55,444 from NCDHHS for additional Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) program funding to enhance its ability to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development. Funds will be used for contracted nutritional and breastfeeding services to support WIC customers. This amendment will appropriate \$55,444 to the General Fund. No County match is required.

3. Transportation

The Finance Department requests to re-budget the unspent grant funds from the FY23-24 EDTAP (Elderly and Disabled Transportation Assistance Program). These funds will be used for the ACTA (Alamance County Transportation Authority) Rural General Transportation Program and Contracted Services. This amendment will appropriate \$112,963 to the General Fund. No County match is required.

4. Recreation and Parks

The Parks Department received notification of an award of \$8,720 from North Carolina Amateur Sports. Funds will be used to purchase baseball and archery equipment. This amendment will appropriate \$8,720 to the General Fund, no county match is required.

Budget Amendment 7 Fund Summary

Budget Amendment Items	General Fund
FY24-25 Current Revised Budget	\$249,833,223
1. Emergency Management	\$15,000
2. Health	\$55,444
3. Transportation	\$112,963
4. Parks	\$8,720
FY24-25 New Revised Budget	\$250,025,350
Net Change	\$192,127

RECOMMENDATION:

The Board will consider amending the General Fund to increase by \$192,127.

ATTACHMENTS:



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Susan Evans

DEPT: Finance & Purchasing

AGENDA TITLE: Reimbursement Resolution-CAD Software

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Board will consider adopting a reimbursement resolution for the Computer Aided Dispatch (CAD) system project purchase not to exceed \$7,000,000. Initial project costs are currently estimated at \$6,200,000.

BACKGROUND/PURPOSE OF REQUEST:

This project was approved during the Fiscal Year 24-25 Capital Improvement Plan and Capital Budget process. With this approval, County Staff can move forward with the purchase and then reimburse ourselves once the installment financing has been completed.

RECOMMENDATION:

Staff recommends approval of the resolution.

ATTACHMENTS:

RESOLUTION AUTHORIZING FINANCED CAPITAL PURCHASE

WHEREAS, the County of Alamance, North Carolina desires to upgrade the Computer Aided Dispatch (CAD) system used by 911 Communications and county and municipal public safety services, hereinafter “Project”, in order to better serve the citizens of Alamance County. In order to pay for the cost of this upgrade, the County will need to borrow approximately \$6,200,000; and

WHEREAS, the County of Alamance desires to finance the Project by the use of an installment contract authorized under North Carolina General Statute 160A- 20; and

WHEREAS, findings of fact by this governing body must first be presented to enable the North Carolina Local Government Commission to make its findings of fact as set forth in North Carolina General Statute 159-151 prior to approval of the proposed contract; and

WHEREAS it will be necessary to reimburse the County for the Expenditures from the proceeds of one or more bank financings of the County’s debt that are expected to be authorized by the Board (collectively, the “Bank Financings”).

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

Section 1. The Board hereby declares the County’s intent to advance the Expenditures and to reimburse the County with the proceeds of the Bank Financings for the Expenditures. The County reasonably expects on the date hereof that it will reimburse the Expenditures with the proceeds of the Bank Financings.

Section 2. Each Expenditure was or will be (a) of a type properly chargeable to a capital account under general accounting principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bank Financings, or (c) a nonrecurring item that is not customarily payable from current revenues.

Section 3. The maximum principal amount of the Bank Financings expected to be entered into with respect to the Project is \$6,200,000, but no more than \$7,000,000.00, plus such additional amounts, if any, as shall be determined to be reasonably necessary for the funding or payment of costs of entering into the Bank Financings.

Section 4. The County will make a reimbursement allocation, which is a written allocation by the County that evidences the County's use of proceeds of the Bank Financings to reimburse an Expenditure, no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than seven (7) years after the date on which the Expenditure is paid.

Section 5. This Resolution shall take effect immediately upon its passage.

Adopted at its regular session this the 21st day of January, 2025.

John P. Paisley, Jr., Chair
Alamance County Board of Commissioners

STATE OF NORTH CAROLINA

COUNTY OF ALAMANCE

I, TORY M. FRINK, Clerk to the Board of Commissioners of the County of Alamance,
DO HEREBY CERTIFY as follows:

1. A meeting of the Board of Commissioners of the County of Alamance, located in the State of North Carolina, was duly held on January 21, 2025, such meeting having been noticed, held and conducted in accordance with all requirements of law (including open meetings requirements), and minutes of that meeting have been or will be duly recorded in the Minute Book kept by me in accordance with law for the purpose of recording the minutes of the Board.

2. The attached resolution accurately reflects the actions taken by the Board of Commissioners with respect to the matters therein.

IN WITNESS WHEREOF, I have hereunto set my hand and have hereunto affixed the seal of the County as of this ____ day of _____, 2025.

(SEAL)

Tory M. Frink, Clerk to the Board of Commissioners



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/9/2025

FROM: Skye Sullivan

DEPT: Family Justice Center of Alamance County

AGENDA TITLE: Governors Crime Commission Grant Application

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Approve application for funding to the Governors Crime Commission for the Family Justice Center.

2025 GCC Application_VOCA Underserved Populations-3 year grant to begin October 1, 2025. \$125,000.00 for year one, with additional annual awards for year 2 and 3. No County Match.

BACKGROUND/PURPOSE OF REQUEST:

The Family Justice Center applies for grants to meet the operating needs of the agency to serve victims of interpersonal violence in Alamance County. Applications are being submitted in partnership with the 11 onsite partners at the FJC. Position funded by grant will be used for FJC operations to meet the increase in demand for services.

RECOMMENDATION:

Approved application for submission.

ATTACHMENTS:

2025 GCC Application_VOCA Underserved Populations



GCC Application ID: 2000080766

Subrecipient: ALAMANCE COUNTY

*Project Name:

Created On: 12/18/24

Indirect Cost Rate:

Program Priority: CVS 2025 VOCA - USVictim -
Loc1-4co=125k

Matching Funds %: 0.00

Period of Perform... : Oct 1, 2025

Maximum Budget Amount: 125,000.00

Period of Performance (To): Sep 30, 2028

Abstract Narrative

Project Abstract (The Problem): Briefly describe project`s purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need. (Max 1300 characters) :

NCADV estimates 1 in 4 women and 1 in 9 men experience severe interpersonal violence in their lifetime and approximately 35% Latinx women and 30% Latinx men reported experiencing interpersonal violence. The population in Alamance County is 180,000, with 52.1% identifying as female. The "other than white" population is 41.4%, of which 15.4% specifically identifies as latinx- Census Bureau. The fastest growing population in Alamance County are immigrants and latinx populations-Carolina Demography.

Family Justice Centers (FJC's) are a DOJ best practice model for serving victims of interpersonal violence. In 2024, our FJC served almost 1400 clients in-person over 3000 times and received 3858 phone calls for services. 11% of FJC clients (154 clients) speak Spanish only.

Project funds will be used to expand access to services and support initiatives that connect latinx crime victims

Please identify the partners with whom you will collaborate and briefly describe how that collaboration will occur. (Max 1300 characters) .:

FJC's are designed to bring victim advocates, civil legal attorneys, government victim assistance, prosecutors, law enforcement, and community-based services together in one central location. This creates a comprehensive, coordinated community response to complex issues of IPV to efficiently and effectively serve more survivors together. This new navigator position will create referral processes with agencies specifically serving the Latinx population in Alamance County including CityGate Dream Center and Centro La Comunidad. CityGate Dream Center and Centro La Comunidad are essential partners of the FJC to reach and serve Latinx and immigrant populations. Printed materials will be created in Spanish to be distributed to both agencies and a mutual referral stream will be created between the two agencies. Other agencies this project will collaborate with: District Court, Clerk of Court, DSS, law enforcement, District Attorney's office, probation/parole, mental health, civil legal

Please describe your efforts to assist Federal Crime Victims. To ensure local federal authorities are aware of your services, you must send a letter (current year) on your agency's letterhead to your local US ATTORNEY describing the services you provide and upload a copy in Project Attachments. You may describe any additional efforts to provide services to Federal Crime Victims. To verify your local US Attorneys contact information, please click here.:

On behalf of the Family Justice Center of Alamance County, NC, I would like to extend our agency's willingness and readiness to assist federal crime victims. The Family Justice Center of Alamance County staff have been trained to identify victims of human trafficking, stalking, elder abuse, child abuse, sexual assault, and domestic violence. We coordinate a variety of services from which victims of crime can benefit.

The Family Justice Center of Alamance County, NC makes a commitment to our clients and partner agencies to maintain high quality services and establish collaborative relationships with agencies working with victims and their children. The Family Justice Center of Alamance County acts as a one stop so for victims of interpersonal violence can receive services from different providers. Victims have access to services at the FJC from: victim

Project Narrative Summary: Please provide additional information about your project application. (Max 300 characters):

The FJC and community partners will create outreach and marketing materials in Spanish and improve access to partner training for how to serve this population. At this time, the FJC uses a bilingual front desk position or the language line to provide these services to Spanish speakers. The Bi-lingual Navigator will increase agency capacity by serving as the portal of entry and contact for clients seeking services at the FJC who are Spanish speaking.

How will you use volunteers for this project? (Max 500 characters):

Volunteers are essential to the operations of the FJC by providing service coordination, reception, and advocacy. The FJC hosts, trains, and supervises professional interns from various area universities to increase capacity and serve victims of crime. The FJC also utilizes VOICES, a group of survivors who offer input on programming, identify gaps in services and advocate on behalf of the FJC for long-term sustainability.

Who will be responsible for assisting victims with victims', compensation? (Max 500 characters):

Family Justice Center staff receive training on victims' rights and victim's compensation. Family Justice Center staff provide applications to victims and can make a referral to the community based victim service agency on-site to assist victims with the process.

Project Timeline of Activities (Max 1300 characters):

October 2025 – Begin Project Activities. Hire and train Bi-lingual navigator. Complete a 2-day fatality review with the Alamance Domestic Violence Fatality Review Team (DVFRT). November -January 2026– Develop and improve handouts and outreach materials in Spanish.
 February 2026 – Begin 2025 Data review and victim survey project. March 2026- Complete a 2-day fatality review with the Alamance Domestic Violence Fatality Review Team (DVFRT). April 2026 – Design billboards in Spanish for Elder Justice Awareness month (June), Domestic Violence Awareness Month (October) and Stalking Awareness Month (January). May 2026-Send partners to NC FJC Conference and hold planning sessions after. June 2026 – Conduct volunteer recruitment and training for FJC Volunteers. September 2026 – Utilize VOICES committee & FJC Volunteers for DVAM planning. The Justice Advisory Council, Victims Advocacy Council of

Goals

Grantees are limited to two goals. Your project should at least have one goal.

Description (Max 500 characters):

Increase access to collaborative services for underserved victims to improve outcomes for victims of interpersonal violence

Description (Max 500 characters) :

Expand services and partnerships to better serve underserved victims of interpersonal violence.

Objectives

Grantees are limited to four objectives. Your project should at least have one objective.

Objectives 1

Objective (Max 500 characters):

Track the number of different agencies an underserved victim receives services from onsite.

Performance Measure (Max 500 characters):

The number of agencies onsite serving an underserved victim will be tracked. This number will increase by 10% from year to year.

Evaluation Method (Max 500 characters):

Client records from the FJC navigation system, maintained by FJC staff.

Objectives 2

Objective (Max 500 characters):

Increase the number of underserved victims who seek services at the Family Justice Center.

Performance Measure (Max 500 characters):

The number of underserved victims seeking services in person will be tracked. Overall victims who receive in person services will increase by 10% from year to year.

Evaluation Method (Max 500 characters):

Client records from the FJC navigation system, maintained by FJC staff.

Objectives 3

Objective (Max 500 characters):

Add services and referrals for underserved victims at the FJC

Performance Measure (Max 500 characters):

Staff will create new referral streams and coordinate with more services for victims who are Latinx, Spanish Speaking, and/or immigrants. Goal to add at least 2 new partner agencies per year.

Evaluation Method (Max 500 characters):

Staff will track the number of agencies, programs, and referrals available to underserved victims.

Objectives 4

Objective (Max 500 characters):

Improve written and outreach materials at the FJC in Spanish

Performance Measure (Max 500 characters):

Staff will update and/or create at least 5 handouts in Spanish and create 3 billboards in Spanish per year.

Evaluation Method (Max 500 characters):

Number of handouts, billboards, outreach materials, etc will be tracked.

Project Director Name:

Financial Officer Name: Susan Evans

Authori... Official Name: Heidi York

Project Director Phone:

Financial Officer Phone: 336-570-4026

Authori... Official Phone: 336-570-4044

Project Director Email:

Financial Officer Email: susan.evans@alamancecountync.gov

Authori... Official Email: Heidi.York@alamancecountync.gov

Project Director Title:

Financial Officer Title: Finance Officer

Authori... Official Title: County Manager

Implementing Agency

*Implementing Agency ID:

State:

Implementing Agency Name:

Zip Code:

Address/Street:

*Phone:

Address/ No.:

Fax:

City:

No Sworn Officers:

BUDGET SUMMARY

Budget Amounts Summary

Total Match Requirement 0.00
for Project:

Budget Summary by Expense Group

Expense Group	Year1 Amount	Year2 Amount	Year3 Amount	Total Amount
Supplies	\$36,670.00	\$0.00	\$0.00	\$36,670.00
Personnel	\$84,330.00	\$0.00	\$0.00	\$84,330.00
Contractual	\$2,250.00	\$0.00	\$0.00	\$2,250.00
Travel	\$1,750.00	\$0.00	\$0.00	\$1,750.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$125,000.00	\$0.00	\$0.00	\$125,000.00

Budget Table

Year	Expense Group	Expense	Indirect Relevant	Requested Amount	Item Description
Y...	S...	Computers	<input type="checkbox"/>	1...	Laptop Computer
Y...	S...	Office Sup...	<input type="checkbox"/>	1...	Office Supplies
Y...	S...	Program S...	<input type="checkbox"/>	2...	Printing
Y...	S...	Supplies - ...	<input type="checkbox"/>	3...	Emergency Client Support
Y...	S...	Supplies - ...	<input type="checkbox"/>	1...	Therapeutic Supplies
Y...	P...	Salary - S...	<input type="checkbox"/>	6...	Salaries:Bi-lingual Navigator
Y...	P...	Fringe – FI...	<input type="checkbox"/>	4...	FICA
Y...	P...	Fringe – H...	<input type="checkbox"/>	9...	Hopsitalization
Y...	P...	Fringe – D...	<input type="checkbox"/>	5...	Dental
Y...	P...	Fringe – Life	<input type="checkbox"/>	1...	Life Insurance
Y...	P...	Fringe – W...	<input type="checkbox"/>	1...	Workers Comp

Year	Expense Group	Expense	In direct Re lev ant	Requ ested Amou nt	Item Description
Y...	P...	Fringe - Ot...	<input type="checkbox"/>	1...	401K Contribution
Y...	P...	Fringe - Ot...	<input type="checkbox"/>	8...	Retirement
Y...	C...	Media & A...	<input type="checkbox"/>	2...	Billboards in Spanish
Y...	T...	In-State	<input type="checkbox"/>	7...	Various Trainings for Onsite Partners
Y...	T...	In-State	<input type="checkbox"/>	1...	Training for Bi-lingual Navigator

Indirect Expenses

Year	Expense	Requested Amount
Year 1	Indirect Cost -Year 1	\$0.00
Year 2	Indirect Cost -Year 2	\$0.00
Year 3	Indirect Cost -Year 3	\$0.00

General

US Congressional Districts:

Project Counties:

Population of Project Area:

City (Principal Place of Performance): Burlington

NC Senate Districts:

NC House Districts:

Zip Code (Principal Place of Performance): 27217-2949

Qualifying Info

QUALIFYING INFORMATION

The question below are specific to the priority under which you applied. Please remember that your proposal need include only one of the bulleted components to which the questions are directed but may include more than one. The information you provide will be available to the grant reviewers. To that end, please respond to each question briefly. If your proposal does not include any of the components mentioned in that follow, Your proposal may not receive consideration.

Underserved Crime Victims Services

Does your proposal utilize a coordinated community response approach to serving victims, such as a Multidisciplinary Task Force?: YES NO N/A

Does your proposal establish "Memorandums of Understanding" with community partners, agencies or individuals critical to the goal(s) of your proposal?: YES NO N/A

Does your proposal include regularly scheduled discussion/strategic planning/cross-training meetings with community partners, agencies or individuals critical to the goal(s) of your proposal?: YES NO N/A

Does your proposal include collaboration that is significant with regard to the resources impacting the daily lives of underserved victims of crime?: YES NO N/A

Please explain:

Other Victims Services

Does your proposal utilize a coordinated community response approach to serving victims, such as a Multidisciplinary Task Force?:

YES NO

N/A

Please explain:

The Justice Advisory Council (JAC) is made up of community decision-makers who evaluate and update the FJC strategic plan, mission, vision, and MOU as well as serving as the FJC advisory board. The FJC Executive Committee meets on a regular basis to develop and facilitate the operational details of the Family Justice Center of Alamance County and includes leadership from all 11 on-site partners. The FJC and its partners are committed to providing a Coordinated Community Response (CCR) that promotes the safety of victims from physical, sexual, emotional, financial and psychological

Does your proposal establish "Memorandums of Understanding" with community partners, agencies or individuals critical to the goal(s) of your proposal?:

YES NO

N/A

Please explain:

The Family Justice Center's (FJC) partners have operated through a Memorandum of Understanding since 2009 and was last updated in 2025. Partners include: Alamance County Government, Clerk of Court, District Court, District Attorney, Department of Social Services, Sheriff's Office, Abuser Treatment Program, six municipal police departments, Family Abuse Services, Crossroads Sexual Assault Center, Elon University Campus Safety & Police, Legal Aid, Elon Law Services, and the Women's Resource Center. The FJC of Alamance County brings together service professionals and providers

Does your proposal include regularly scheduled discussion/strategic planning/cross-training meetings with community partners, agencies or individuals critical to the goal(s) of your proposal?:

YES NO

N/A

Does your proposal include collaboration that is significant with regard to the resources impacting the daily lives of underserved victims of crime?:

YES NO

N/A

Please explain:

The FJC and its onsite partners work to eliminate barriers for traditionally underserved populations to access services. Staff and partners receive continuing education on working with clients with disabilities, communities of color, elder victims, LGBTQ populations, low income, immigrant populations, etc. The partnership works under an anti-discrimination policy. Staff partner with community groups, schools, churches, and individuals to provide opportunities and resources for culturally specific groups.

Miscellaneous Qualifying Questions

Are there any other victim service providers located in your service area that are related to DV/SA Services?:

- YES NO
- N/A

Are there any other victim service providers located in your service area that are related to Transitional Housing for DV victims?:

- YES NO
- N/A

Please explain:

Are there any other victim service providers located in your service area that are related to Supervised Visitation and Exchange?:

- YES NO
- N/A

Please explain:

Family Abuse Services of Alamance County, Inc.

Are there any other victim service providers located in your service area that are related to Accredited/Provisional Children's Advocacy Center serving child victims?:

- YES NO
- N/A

Please explain:

Are there any other victim service providers located in your service area that are related to Other Children's Services?:

- YES NO
- N/A

Please explain:

CrossRoads Sexual Assault and Resource Center

Are there any other victim service providers located in your service area that are related to Batterer's Intervention Program serving batterer's?:

- YES NO
- N/A

Please explain:

Domestic Violence Prevention Program (DVPP) under Alamance County Government

Are there any other victim service providers located in your service area that are related to Services to Victims of Human Trafficking?:

- YES NO
- N/A

Are there any other victim service providers located in your service area that are related to Services to Underserved population?:

- YES NO
- N/A

Are there any other victim service providers located in your service area that are related to Legal Services to victims?:

- YES NO
- N/A

Please explain:

Legal Aid of North Carolina and Elon Law Legal Services Program

Are there any other victim service providers located in your service area?: YES NO N/A

Please explain:

CrossRoads Sexual Assault and Resource Center and Family Abuse Services of Alamance County Inc.

Within your service area, is there a law enforcement agency that has a dedicated unit focusing on victim response/support?: YES NO N/A

Please explain:

Alamance County Sheriff's Office operates a Special Victims Unit comprised of 1 Lt, 3 Sergeants, 9 investigators and a victim liaison. Burlington Police Department operates a Special Victims Unit comprised of 1 Lt, 1 Sergeant, 7 investigators, and a civilian Victim Assistance Unit with 1 full-time supervisor, one-part-time advocate, and 5-8 part-time volunteer advocates. The Mebane Police Department has one part time investigator that reaches out to victims of domestic violence and other serious crimes in order to provide them with information, guidance and support. The Graham Police

Within your service area, is there a dedicated prosecutorial unit focusing on victim response/support?: YES NO N/A

Please explain:

The Alamance County District Attorney's Office currently have 2 specialized prosecutors working within the special victim team and 2 VWLA's for superior court. For district court, there is 1 specialized prosecutor with 3 VWLA's.

Compliance

Service Fundamental Compliance Statement

You must answer all the questions below. If your agency is not compliant with a service fundamental and selects the No option, please indicate your plans for becoming compliant in the text box provided with each question.

To review a full description of each compliance statement, use [Fundamental Service Elements and their Descriptions](#).

Basic Fundamental Service Elements

Universal Requirements: YES NO N/A

Hotline Requirements: YES NO N/A

Shelter Fundamentals: YES NO N/A

Sexual Assault Counseling Fundamentals: YES NO N/A

Domestic Violence Counseling Fundamentals: YES NO N/A

Sexual Assault Medical Advocacy: YES NO N/A

Sexual Assault Legal Advocacy: YES NO N/A

Domestic Violence Medical Advocacy: YES NO N/A

Domestic Violence Legal Advocacy: YES NO N/A

Basic Fundamental Service Elements

Staff and volunteers are trained in basic disability awareness.: YES NO N/A

Intake process includes procedures for screening, referral, and/or the delivery of services to victims with disabilities, including adult clients and their children.: YES NO N/A

Staff and volunteers provide accessible communication to clients with disabilities.: YES NO N/A

Hotline staff and volunteers are trained to use Telecommunications Relay Service.: YES NO N/A

Printed information is accessible for clients with disabilities.: YES NO N/A

Buildings are physically accessible for clients with disabilities or the agency has a plan with identified options/alternate accessible locations to provide services.: YES NO N/A

- Agency is welcoming of service animals and personal care assistants.: YES NO N/A
- Staff and volunteers advocate for accommodations during medical care for sexual assault survivors with disabilities.: YES NO N/A
- Staff and volunteers advocate for accommodations during legal proceedings for sexual and domestic violence survivors with disabilities.: YES NO N/A
- Disability-related assistance or accommodations are provided free of charge.: YES NO N/A

Certification

CERTIFICATION

A. Certification of Non-Supplanting:

- The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program:

- The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which
- The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have

Please check all the boxes that apply.:

- Recipient has less than 50 employees Recipient is an Indian tribe Recipient is a non-profit organization
- Recipient is an educational institution Recipient is a medical institution Recipient is receiving an award

D. Certification of Submission of Current Annual Operating Budget::

- The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds::

- The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.

F. Certification Regarding Lobbying:(for agencies receiving \$100,000 or more):

- The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only):

- The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only):

- The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at <http://www.ncdoj.gov/AgenciesRequiredList.aspx>.

I. IRS Form 990 and IRS Form 990-EZ::

- The project director certifies that the most recently-filed IRS Form 990 ("Return of Organization Exempt Fr
- The implementing agency is not a nonprofit organization.
- The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Fo
- The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS

J. Funding of Salaried Positions:

- The financial officer certifies that no staff are funded more than 100% salaried effort across all funding sources including, but not limited to, funding provided by the Governor's Crime Commission.



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/13/2025

FROM: Skye Sullivan & Terry Johnson

DEPT: Family Justice Center & Alamance County Sheriff's Office

AGENDA TITLE: 2025 GCC Application_VAWA Law Enforcement

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

2025 GCC Application_VAWA Law Enforcement -3 year grant to begin October 1, 2025. \$100,000.00 for year one, with additional annual awards for year 2 and 3. County Match required at 25%. Office space, volunteer hours, and technology for position will be used as in-kind match. No additional county dollars are being requested for this grant application.

BACKGROUND/PURPOSE OF REQUEST:

The Family Justice Center and Alamance County Sheriff's Office are applying for grant funding together to fund a current county position, the Victim Liaison. This position has previously been funded using VOCA funds. With the reduction in VOCA funds across the state of North Carolina and changing funding priorities, an application is being submitted under VAWA-Law Enforcement funding priority.

RECOMMENDATION:

Approve application for submission

ATTACHMENTS:

2025 GCC Application_VAWA Law Enforcement



GCC Application ID: 200081108

Subrecipient: ALAMANCE COUNTY

*Project Name: ACSO Victim Liaison Project

Created On: 1/12/25

Indirect Cost Rate: 0.00

Program Priority: CVS 2025 VAWA -LEA-DS-
2FTE less

Matching Funds %: 25.00

Period of Perform... : Oct 1, 2025

Maximum Budget Amount: 100,000.00

Period of Performance (To): Sep 30, 2028

Abstract Narrative

Project Abstract (The Problem): Briefly describe project`s purpose, identify target population, and discuss program components which address the identified problem. Include local statistics to substantiate the need. (Max 1300 characters) :

NCADV estimates 1 in 4 women and 1 in 9 men experience severe interpersonal violence in their lifetime. The population in Alamance County is 180,000, with 52.1% identifying as female. In 2023, The Alamance County Sheriff's Office responded to 664 calls outs for domestic violence. Of those calls, 247 resulted in charges filed. In the same year, the ACSO responded to 84 call outs for sexual assault, resulting in 13 charges. On average, Alamance County experiences 1 domestic violence related homicide per year. Project funds will be used to expand access to services and support initiatives that connect crime victims with victim services for trauma informed crisis services and long-term healing. The project will continue a preciously VOCA funded position called the Victim Liaison to follow up with victims of interpersonal violence within 72 hours of a law enforcement call out. The Victim Liaison will call victims of domestic violence, sexual assault,

Please identify the partners with whom you will collaborate and briefly describe how that collaboration will occur. (Max 1300 characters) .:

Family Justice Centers are designed to bring victim advocates, civil legal attorneys, government victim assistance, prosecutors, law enforcement, and community-based services together in one central location. This creates a comprehensive, coordinated community response to complex issues of IPV to efficiently and effectively serve more survivors together. This position will be housed with the Alamance County Sheriff's Office Special Victims Unit in the Family Justice Center and will coordinate services for victims between many different agencies. Partners this project will collaborate with: District Court, Clerk of Court, DSS, law enforcement, District Attorney's Office, probation/parole, mental health, civil legal services, Women's Resource Center. The FJC On-Site and Off-Site Partners work together on a daily basis to insure effective victim services through a system of

Project Narrative Summary: Please provide additional information about your project application. (Max 300 characters):

The Alamance County Sheriff's Office will contract with the Family Justice Center to provide office space, supervision, and support throughout the project. By having a person dedicated to the Alamance County Special Victims Unit, the agency will be able to improve communication with victims. The Victim Liaison will follow up with the victims to provide support on victims' rights, investigation process, prosecution, and connection to victim services.

Project Timeline of Activities (Max 1300 characters):

October 2025 – Begin Project Activities. Hire and train Victim Liaison. Complete a 2-day fatality review with the Alamance Domestic Violence Fatality Review Team (DVFRT). November -January 2026– Develop and improve handouts and outreach materials for law enforcement officers. Conduct role call trainings for officers on Victim Liaison role and area resources. February 2026 – Begin 2025 Data review and victim survey project. March 2026- Complete a 2-day fatality review with the Alamance Domestic Violence Fatality Review Team (DVFRT). May 2026-Victim Liaison will work with partner agencies to create a high risk offender list. September 2027-Victim Liaison will present to Justice Advisory County on statistics and needs of victims from law enforcement agencies.

Goals

Grantees are limited to two goals. Your project should at least have one goal.

Description (Max 500 characters):

Increase access to collaborative services for victims of interpersonal violence served by the Alamance County Sheriff's Office

Description (Max 500 characters) :

Decrease risk of homicide in domestic violence cases served by the Alamance County Sheriff's Office.

Objectives

Grantees are limited to four objectives. Your project should at least have one objective.

Objectives 1

Objective (Max 500 characters):

Increase the number of victims provided services during the first appearance.

Performance Measure (Max 500 characters):

The number of victims provided with services during the first appearance will be tracked. This number will increase by 10% from year to year

Evaluation Method (Max 500 characters):

Client records from the Victim Liaison.

Objectives 2

Objective (Max 500 characters):

Increase the number of victims who are provided with follow up contact after interaction with the Alamance County Sheriff's Office.

Performance Measure (Max 500 characters):

The number of victims with a successful follow up call or in person services will be tracked. Overall victims who receive follow up services will increase by 10% from year to year.

Evaluation Method (Max 500 characters):

Client records from the Victim Liaison.

Objectives 3

Objective (Max 500 characters):

Create a list of high risk offenders for Alamance County

Performance Measure (Max 500 characters):

Victim Liaison and Alamance County Sheriff's Office will contribute to a high risk offender list for the county.

Evaluation Method (Max 500 characters):

Staff will track the number of offenders added to the list and participation from the Alamance County Sheriff's Office

Objectives 4

Officials

Project Director Name:

Project Director Phone:

Project Director Email:

Project Director Title:

Financial Officer Name: Susan Evans

Financial Officer Phone: 336-570-4026

Financial Officer Email: susan.evans@alamancecountync.gov

Financial Officer Title: Finance Officer

Authori... Official Name: Heidi York

Authori... Official Phone: 336-570-4044

Authori... Official Email: Heidi.York@alamancecountync.gov

Authori... Official Title: County Manager

Implementing Agency

*Implementing Agency ID:

Implementing Agency Name:

Address/Street:

Address/ No.:

City:

State:

Zip Code:

*Phone:

Fax:

No Sworn Officers:

BUDGET SUMMARY

Budget Amounts Summary

Total Match Requirement 33,333.33
for Project:

Budget Summary by Expense Group

Expense Group	Year1 Amount	Year2 Amount	Year3 Amount	Total Amount
Supplies	\$14,170.00	\$0.00	\$0.00	\$14,170.00
Personnel	\$84,330.00	\$0.00	\$0.00	\$84,330.00
Travel	\$1,500.00	\$0.00	\$0.00	\$1,500.00
Indirect Cost	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$100,000.00	\$0.00	\$0.00	\$100,000.00

Budget Table

Year	Expense Group	Expense	Indirect Relevant	Requested Amount	Item Description
Y...	S...	Office Sup...	<input type="checkbox"/>	9...	Office Supplies
Y...	S...	Supplies - ...	<input type="checkbox"/>	1...	Client Emergency Support
Y...	S...	Supplies - ...	<input type="checkbox"/>	1...	Printing
Y...	P...	Salary - S...	<input type="checkbox"/>	6...	Salaries:Victim Liaison
Y...	P...	Fringe – Fl...	<input type="checkbox"/>	4...	FICA
Y...	P...	Fringe – H...	<input type="checkbox"/>	9...	Hospitalization
Y...	P...	Fringe – D...	<input type="checkbox"/>	5...	Dental Insurance

Year	Expense Group	Expense	In direct Re lev ant	Requ ested Amou nt	Item Description
Y...	P...	Fringe – Life	<input type="checkbox"/>	1...	Life Insurance
Y...	P...	Fringe – W...	<input type="checkbox"/>	1...	Workers Comp
Y...	P...	Fringe - Ot...	<input type="checkbox"/>	1...	401K
Y...	P...	Fringe - Ot...	<input type="checkbox"/>	8...	Retirement System
Y...	T...	In-State	<input type="checkbox"/>	1...	Training for Victim Liaison

Indirect Expenses

Year	Expense	Requested Amount
Year 1	Indirect Cost -Year 1	\$0.00
Year 2	Indirect Cost -Year 2	\$0.00
Year 3	Indirect Cost -Year 3	\$0.00

General

US Congressional Districts:

Project Counties:

Population of Project Area:

City (Principal Place of Performance): Burlington

NC Senate Districts:

NC House Districts:

Zip Code (Principal Place of Performance): 27217-2949

Focus Purpose

Is this application for a continuation of a current GCC-funded project?:

- No, this application is for a new Project
- Yes, this is a continuation of services or activities f

Is your focus area "sexual assault"?:

- YES
- NO

Is your focus area "culturally specific"?:

- YES
- NO

- Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively identify and respond to violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking, including the appropriate use of nonimmigrant status under subparagraphs (T) and (U) of section 101(a)(15) of the Immigration and Nationality Act (8 U.S.C. § 1101(a)).
- Developing, training, or expanding units of law enforcement officers, judges, other court personnel, and prosecutors specifically targeting violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking.
- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services specifically devoted to preventing, identifying, and responding to violent crimes against women, including the crimes of sexual assault domestic violence, dating violence, and stalking, as well as the appropriate treatment of victims.
- Developing, enlarging, or strengthening victim services and legal assistance programs, including sexual assault, domestic violence, dating violence, and stalking programs, developing or improving delivery of victim services to underserved populations, providing specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including crimes of sexual assault, domestic violence, dating violence, and stalking.
- Developing, enlarging, or strengthening programs addressing the needs and circumstances of Indian tribes in dealing with violent crimes against women, including the crimes of sexual assault, domestic violence, dating violence, and stalking
- Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.
- Developing, enlarging, or strengthening programs to assist law enforcement, prosecutors, courts, and others to address the needs and circumstances of older and disabled women who are victims of sexual assault, domestic violence, dating violence, or stalking, including recognizing, investigating, and prosecuting instances of such violence or assault and targeting outreach and support, counseling, and other victim services to such older and disabled individuals.

- Supporting the placement of special victim assistants (to be known as ``Jessica Gonzales Victim Assistants``) in local law enforcement agencies to serve as liaisons between victims of sexual assault, domestic violence, dating violence, and stalking and personnel in local law enforcement agencies in order to improve the enforcement of protection orders. Jessica Gonzales Victim Assistants shall have expertise in sexual assault, domestic violence, dating violence, or stalking and may undertake the following activities:
 - Developing, implementing, or enhancing Sexual Assault Response Teams, or other similar coordinated community responses to sexual assault.
 - Developing and strengthening policies, protocols, best practices, and training for law enforcement agencies and prosecutors relating to the investigation and prosecution of sexual assault cases and the appropriate treatment of victims.
 - Developing, enlarging, or strengthening programs addressing sexual assault against men, women, and youth in correctional and detention settings.
 - Developing, enlarging, or strengthening programs and projects to provide services and responses targeting male and female victims of sexual assault, domestic violence, dating violence, or stalking, whose ability to access traditional services and responses is affected by their sexual orientation or gender identity, as defined in section 249(c) of title 18 [of the United States Code.]
 - Developing, enhancing, or strengthening prevention and educational programming to address sexual assault, domestic violence, dating violence, or stalking, with not with not more than 5 percent of the amount allocated to a state to be used for this purpose.

Qualifying Info

QUALIFYING INFORMATION

The question below are specific to the priority under which you applied. Please remember that your proposal need include only one of the bulleted components to which the questions are directed but may include more than one. The information you provide will be available to the grant reviewers. To that end, please respond to each question briefly. If your proposal does not include any of the components mentioned in that follow, Your proposal may not receive consideration.

Law Enforcement/Prosecutor"s Offices/Court Officials (Including Probation Officers)

Does your proposal improve and/or develop interagency protocols on effective victim response?:

- YES NO
- N/A

Does your proposal improve and/or develop an advocacy council or task force to meet regularly to review current services/cases?:

- YES NO
- N/A

Does your proposal provide opportunity for professional development and/or Coordinated Community Response through training conducted by the Office on Violence Against Women, office of Victims of Crime, North Carolina Coalition Against Domestic Violence, North Carolina Coalition Against Sexual assault, North Carolina Victim Assistance Network, Department of Health and Human Services, North Carolina Justice Academy and/or North Carolina Statewide automated Victim Assistance and Notification(NC SAVAN)?:

- YES NO
- N/A

Please explain:

Staff at the agency and at partner agencies attend trainings hosted by the agencies listed above.

Miscellaneous Qualifying Questions

Are there any other victim service providers located in your service area that are related to DV/SA Services?:

- YES NO
- N/A

Are there any other victim service providers located in your service area that are related to Transitional Housing for DV victims?:

- YES NO
- N/A

Please explain:

No

Are there any other victim service providers located in your service area that are related to Supervised Visitation and Exchange?:

- YES NO
- N/A

Please explain:

Family Abuse Services of Alamance County

Are there any other victim service providers located in your service area that are related to Accredited/Provisional Children's Advocacy Center serving child victims?:

- YES NO
- N/A

Please explain:

CrossRoads Sexual Assault and Resource Center

Are there any other victim service providers located in your service area that are related to Other Children's Services?:

- YES NO
- N/A

Please explain:

Exchange Club, Partnership for Children, Alamance County DSS

Are there any other victim service providers located in your service area that are related to Batterer's Intervention Program serving batterer's?:

- YES NO
- N/A

Please explain:

Domestic Violence Prevention Program (DVPP) under Alamance County Government

Are there any other victim service providers located in your service area that are related to Services to Victims of Human Trafficking?:

- YES NO
- N/A

Are there any other victim service providers located in your service area that are related to Services to Underserved population?:

- YES NO
- N/A

Are there any other victim service providers located in your service area that are related to Legal Services to victims?:

- YES NO
- N/A

Please explain:

Legal Aid of North Carolina and Elon Law Legal Services Program

Are there any other victim service providers located in your service area?: YES NO
 N/A

Please explain:

Family Abuse Services of Alamance County & CrossRoads Sexual Assault and Resource Center

Within your service area, is there a law enforcement agency that has a dedicated unit focusing on victim response/support?: YES NO
 N/A

Please explain:

Alamance County Sheriff's Office operates a Special Victims Unit comprised of 1 Lt, 3 Sergeants, 9 investigators and a victim liaison. Burlington Police Department operates a Special Victims Unit comprised of 1 Lt, 1 Sergeant, 7 investigators, and a civilian Victim Assistance Unit with 1 full-time supervisor, one-part-time advocate, and 5-8 part-time volunteer advocates. The Mebane Police Department has one part time investigator that reaches out to victims of domestic violence and other serious crimes in order to provide them with information, guidance and support.The Graham Police

Within your service area, is there a dedicated prosecutorial unit focusing on victim response/support?: YES NO
 N/A

Please explain:

The Alamance County District Attorney's Office currently have 2 specialized prosecutors working within the special victim team and 2 VWLA's for superior court. For district court, there is 1 specialized prosecutor with 3 VWLA's.

Underserved Demographics

Please select the crime type that most closely relates to your Project (select one)::

- Human Trafficking \
- Child Abuse (accr
- SA - Sexual Assault
- DV - Domestic Viole
- Survivors of Homici
- Services for Victims
- Drunk Driving

If your project is targeting specific populations within a crime type above, then further select the Underserved – Demographic and/or Special Population (check all that apply, please note there are no extra points points for selecting a population or multiple populations).:

- African/African Ar American Indian/ Latinx Communiti
- Asian/Pacific Islar Middle Eastern Immigrant (Undoc
- LGBTQ+ Males Elderly
- Rural Disabled Veterans/Military

Certification

CERTIFICATION

A. Certification of Non-Supplanting:

- The applicant hereby certifies that federal funds will not be used to supplant or replace State or local funds, but will instead be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for project activities.

B. Certification of Filing an Equal Employment Opportunity Program:

- The project director certifies that the applicant/grantee has formulated an Equal Opportunity Program, which
- The project director certifies that the Amended Equal Employment Guidelines (28 C.F.R. 42.301, et seq.) have

Please check all the boxes that apply.:

- Recipient has less than 50 employees Recipient is an Indian tribe Recipient is a non-profit organization
- Recipient is an educational institution Recipient is a medical institution Recipient is receiving an award

D. Certification of Submission of Current Annual Operating Budget::

- The project director certifies that a copy of the implementing agency's current annual operating budget will be submitted upon request.

E. Certification that Applicant is Eligible to Receive Federal Funds::

- The project director certifies that neither the grant applicant nor any of its officers, directors or consultants are presently debarred, proposed for debarment, suspended, declared ineligible or voluntarily excluded from receiving federal funds. [If the director cannot make this certification, an explanation must be attached. If this certification cannot be provided, the applicant will not necessarily be denied participation in this program. The certification or explanation will be considered in connection with the determination by the Governor's Crime Commission as to whether or not to approve the application. However, if neither the certification nor an explanation is provided, the application will be rejected.

F. Certification Regarding Lobbying:(for agencies receiving \$100,000 or more):

- The project director certifies that (1) no federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal 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, the making of any federal grant, the making of any federal loan, the entering into of any agreement; (2) If any non-federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, the project director shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions

G. Drug Free Workplace Compliance: (for state agencies only):

- The project director certifies that (1) a drug-free workplace awareness program was held on and/or will be held annually on which all grant project employees are required to attend; (2) a copy of the agenda of that program, including an attendance sheet signed by all employees, will be provided to the Governor's Crime Commission; (3) a statement will be published notifying employees that any unlawful involvement with a controlled substance is prohibited in the grantees workplace and that specific actions will be taken against employees who violate this rule; (4) all employees will receive a copy of this notice; (5) all employees must agree to abide by the statement and to notify the applicant of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction; (6) within 10 days of receiving such notice, the applicant will inform the Governor's Crime Commission of an employee's conviction; (7) any employee so convicted will be disciplined or required to complete a drug abuse treatment program; and (8) the applicant will make a good faith effort to maintain a drug-free workplace, in accordance with the requirements of Sections 5153 and 5154 of the Anti-Drug Abuse Act of 1988 and Sections 8103 and 8104 of Title 41 of the United States Code.

H. Certification of Compliance with General Statute 114-10.01: (for law enforcement agencies only):

- The project director certifies that the implementing agency is presently in compliance and will remain in compliance with the traffic stop reporting provisions of General Statute 114-10.01 for the duration of the funded project. An agency may be in compliance with the reporting provisions of General Statute 114-10.01 where traffic stops are reported to the Division of Criminal Information, North Carolina Department of Justice, or where the agency does not meet any of the statutory criteria requiring the reporting of stops. A listing of law enforcement agencies currently required to report traffic stop information may be found at <http://www.ncdoj.gov/AgenciesRequiredList.aspx>.

I. IRS Form 990 and IRS Form 990-EZ::

- The project director certifies that the most recently-filed IRS Form 990 ("Return of Organization Exempt Fr
- The implementing agency is not a nonprofit organization.
- The implementing agency is a nonprofit organization that is exempt from the requirement to file an IRS Fo
- The implementing agency is a nonprofit organization that is not exempt from the requirement to file an IRS

J. Funding of Salaried Positions:

- The financial officer certifies that no staff are funded more than 100% salaried effort across all funding sources including, but not limited to, funding provided by the Governor's Crime Commission.



Alamance County Board of Commissioners
BUDGET AMENDMENT AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Karen Schwabrow

DEPT: IT Dept.

AGENDA TITLE: Approval of SLCGP Grant-IT Dept

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

The Board will consider a request to apply for SLCGP Grant – IT Department

BACKGROUND/PURPOSE OF REQUEST:

Alamance County IT Department is seeking approval to apply for \$250,000 in grant funding from the State and Local Cybersecurity Grant Program (SLCGP) grant. The total project cost is \$423,566.60 and the county is requesting grant funding in the amount of \$250,000 with a local county match of \$173,566.60 - well over the 30% match requirement. The county's portion of the funding is secured and in hand and the county is ready to purchase the equipment and begin the project upon grant award. This is a planned project that addresses the need for additional storage as well as the ability to duplicate data and create a backup system that would allow recovery from a cyber disaster event, ensuring continuity of operations.

RECOMMENDATION:

IT staff recommend approval.

ATTACHMENTS:

Application Questions

- **Project Title:** Alamance IT Storage Solution
- **Purpose:** The project seeks to upgrade Alamance County's outdated and insufficient storage area network to ensure continuity of operations in the event of a cyber attack or disaster event.
- **Project Objective** (select all that apply)

* Project Objective

- Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
- Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
- Implement security protections commensurate with risk.
- Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

* Required Elements Addressed

- Manage, monitor, and track information systems, applications, and user accounts.
- Monitor, audit, and track network traffic and activity.
- Enhance the preparation, response, and resilience of information systems, applications, and user accounts.
- Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by risk.
- Adopt and use best practices and methodologies to enhance cybersecurity.
- Transition to a .gov internet domain.
- Ensure continuity of operations including by conducting exercises.
- Identify and mitigate any gaps in the cybersecurity workforces, enhance recruitment and retention efforts, and bolster the knowledge, skills, and abilities of personnel (reference to NICE Workforce Framework for Cybersecurity)
- Ensure continuity of communications and data networks in the event of an incident involving communications or data networks
- Assess and mitigate, to the greatest degree possible, cybersecurity risks and cybersecurity threats.
- Enhance capabilities to share cyber threat indicators and related information between the eligible entity and the Department
- Leverage cybersecurity services offered by the Department
- Implement an information technology and operational technology modernization cybersecurity review process
- Develop and coordinate strategies to address cybersecurity risks and cybersecurity threats
- Ensure rural communities have adequate access to, and participation in, plan activities
- Distribute funds, items, services, capabilities, or activities

Environmental, Planning, and Historical Preservation (EHP) Assessment

Per the FY24 SLCCGP NOFO, grant funds may not be used to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities; however, this prohibition does not include "minor building modifications" necessary to install and connect grant-purchased equipment that do not substantially affect a building's structure, layout, systems, or critical aspects of a building's safety, or otherwise materially increase the value or useful life of a building. Therefore, grant applications requesting funds to acquire land or to construct, remodel, or perform alterations of buildings or other physical facilities beyond "minor building modifications" as described above will be rejected.

Minor modifications may be permitted with appropriate FEMA Environmental Planning and Historic Preservation (EHP) review and compliance.

* Project Requires an EHP Assessment

- Project Narrative:
 - The existing storage area network is end of life within the current year (2025) and will not be supported for security updates, posing security risks. Additionally, the county has grown and the storage solution needs have increased. This project would address these needs and ensure the Department's ability to duplicate data and create the backup system that would allow recovery from a cyber disaster event, ensuring continuity of operations. Additional space is provided in the solution to test and validate recovery methods to ensure the recovery from a cyber event works.

- Investment Strategy *(Describe in narrative form how your project strategy effectively demonstrates the objectives of preventing, preparing for, protecting against, and responding to cyber incidents. Proposals must address closing the gaps in applicants' identified core capabilities and reducing the overall risk to the community, state or nation. (Refer to the four program objectives and 16 required elements as well as your responses in the gap assessment and any cyber vulnerability or risk assessments).*
 - Due to the current vulnerability of the outdated storage area network, the county must increase the size of the storage and convert to equipment that is under active support of the vendor. This project will address the gap in the county's ability to function in the event of a cyber or disaster event and reduce the overall risk to the community and allow the county to continue to serve them (including all major functions of the county not limited to the Sheriff's office, Department of Social Services, Emergency Management, EMS, Fire Services, Health). This project entails engineering a system that will allow growth and redundancy in the event of a cyber or disaster event, allowing the county to have secure access to its data. In preparation for any cyber incident the county would also gain the ability to test recovery methods per best practice in a sand box environment provided by this proposal.

- Collaboration *Regional, statewide or multi-state impact. Describe in narrative form the extent to which the project demonstrates a willingness to collaborate with federal, state, and local governments in efforts to prevent, prepare for, protect against, and respond to acts of cyber-crime and reduce the overall risk to the state or the nation.*
 - This project to upgrade the storage area network enables the county to remain a strong community partner by maintaining data security in the event of a cyber or disaster event. The project will serve all aspects of county government, including vital operations such as the Sheriff's office, Department of Social Services, Emergency Management, EMS, Fire Services, Health) allowing the county to offer mutual aid services in the event of a widespread emergency or disaster.

- Budget Narrative: *Describe in narrative form your project's budget plan, demonstrating how it will maximize cost-effectiveness of grant expenditures. Describe your plan for financial sustainability (how you will maintain the respective services/equipment after life of grant). Confirm that the required local matching funds are available.*
 - Network Equipment: \$41,232.50
 - Storage Cost: \$285,136.42
 - Support (4 Years): \$97,197.68
 - Total Project Cost: \$423,566.60
 - The total project cost is \$423,566.60 and the county is requesting grant funding in the amount of \$250,000 with a local county match of \$173,566.60 - well over the 30% match requirement. The county's portion of the funding is secured and in hand and the county is ready to purchase the equipment and begin the project upon grant award. Additionally, the county has budgeted for ongoing maintenance and support after the life of the grant.

- Impacts/Outcome: *Describe in narrative form the solution; describe in detail what will be accomplished by this project. Include what procedures will be implemented, what capabilities will be enhanced, how identified threats*

and hazards will be mitigated, and the ways in which improvements will be measured/evaluated. Which objectives in the NOFO will be met (1-4)? Which sub-objectives? Which required elements will be met (1-16)?

- This project offers a solution to the outdated and unsupported storage area network and allows the county to increase the storage size to ensure continuity of service in the event of a disaster event or cyber attack. The grant would allow the county's IT department to engineer a system that will allow growth, redundancy and a testing area ensuring the county has secure access to its data in the event of a cyber or disaster event. Scheduled testing of the recovery solution would be gained as a result of the implementation. The improvements will be measured in the county's ability to comply with storage area network requirements and best practices. Quarterly disaster recovery

NOFO objectives addressed by this project include..

<https://www.fema.gov/grants/preparedness/state-local-cybersecurity-grant-program/fy-24-fact-sheet>

(The first two can be addressed by the ability to sandbox off an environment and test recovery methods. This will be added as a scheduled event to train and assess preparedness.)

- Develop and implement cyber governance and planning.
- Assess and evaluate systems and capabilities.

NOFO required elements addressed through this project include.... <https://www.ncdps.gov/SLCGP>

(These are the items off the list that are addressed in this proposal, not sure how this would be worded)

- 1-Manage, monitor, and track information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state, and the information technology deployed on those information systems, including legacy information systems and information technology that are no longer supported by the manufacturer of the systems or technology.
- 2-Monitor, audit, and track network traffic and activity transiting or traveling to or from information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state.
- 3-Enhance the preparation, response, and resilience of information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state, against cybersecurity risks and cybersecurity threats.
- 4-Implement a process of continuous cybersecurity vulnerability assessments and threat mitigation practices prioritized by degree of risk to address cybersecurity risks and cybersecurity threats on information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state.
- 5-Ensure that the state or local governments within the state, adopt and use best practices and methodologies to enhance cybersecurity, discussed further below.
Data encryption for data at rest and in transit
End use of unsupported/end of life software and hardware that are accessible from the internet
Ensure the ability to reconstitute systems (backups)

(Best practices addressed)

Additional best practices that the Cybersecurity Plan can address include:

Ensure continuity of operations of the state or local governments within the state, in the event of a cybersecurity incident, including by conducting exercises to practice responding to a cybersecurity incident.

Ensures continuity of communication and data networks within the jurisdiction of the state between the state and local governments within the state in the event of an incident involving those communications or data networks.

Implement an information technology and operational technology modernization cybersecurity review process that ensures alignment between information technology and operational technology cybersecurity objectives.

Distribute funds, items, services, capabilities, or activities to local governments.

Budget Line Items:

Equipment: 04SW-04-NETW



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Matthew Hoagland, Director

DEPT: Planning Department

AGENDA TITLE: America 250 Grant Application – Historic Elon Ballpark Community

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Approve of the county’s ability to act as the fiscal agent and for the Historic Properties Commission to act as the official applicant for an America 250 NC grant.

BACKGROUND/PURPOSE OF REQUEST:

Professor Carole Troxler of Elon University has compiled an America 250 N.C. Grant application in the amount of \$7607.00. The purpose of the grant is to fund an African American arts exhibit, a historical marker, and a lecture program about the formation of Elon’s “Ballpark Community” as a Freedman’s settlement in the latter half of the 19th Century. The county will serve as the official applicant. The America 250 N.C. grant program is a function of the North Carolina Department of Natural and Cultural Resources. N.C. Gen. State 160D-942(7) requires such grant and contract cooperation to be approved by the county commissioners.

RECOMMENDATION:

Approve the county’s participation in the grant application.

ATTACHMENTS:

1. Historic Elon Ballpark Community Grant Application Summary

This text was entered electronically into the application for an America250 Community Grant. It was submitted December 16, 2024, by Dr. Carole W. Troxler as a volunteer for ACHPC and in consultation with its chair and the county planning director. 2.

Organization	Alamance County Historic Properties Commission
Job Title	Planning Director, Alamance County Planning Department
Email	planning@alamance-nc.com
Phone Number	(336) 570-4052
Address	Alamance County Planning Department 201 W. Elm St. Graham, NC 27253

PROJECT SUMMARY

Type of Project Local Marker, Local Exhibit

The Alamance County Commissioners charge the Alamance County Historic Properties Commission (ACHPC) with preserving districts and landmarks that embody essential elements of the county’s culture and history for the purpose of educating and enriching the lives of residents of the county and state.

Ballpark Community is an historically African American community in the Town of Elon. The proposed project would present Ballpark to the public through three activities and their publicity auxiliaries: 1) an exhibit in the African American Cultural Arts and History Center in Burlington, 2) a historical marker at the most culturally significant site in the community, a cemetery, and 3) a lecture program about the formation of the Ballpark Community as a Freedmen's settlement, with distribution of the documented article on which the public program will be based.

Recent research for the article has documented the age of the community – far older than the twentieth century name, “Ballpark.” Moreover, evidence of early community cohesion includes the formation of a church that underwent a denominational shift c. 1920 and continues today, using and maintaining its cemetery.

This research of the Freedmen’s settlement will be shared with the African American Cultural Arts and History Center, a partner in the project. Further, the AACAHC proposes to research and create an exhibit of the history of the community up to the present. Elon First Baptist Church, Elon University, and Alamance County Historical Association (ACHA) will provide auxiliary activities to educate the public about the community’s history.

AMERICA 250 THEMES

The theme to which the proposed project resonates most is COMMON GROUND. Also, it embodies the theme GATHERING OF VOICES

Historically, the Ballpark Community has been perceived as having grown up around Elon College as a convenient location from which residents walked to menial jobs at the college and in the homes of its employees. Although personal and familial ties formed within this somewhat symbiotic relationship, and

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the college recognized the excellent work of two long-serving employees from the community prior to c. 1970, the social distance between the college and town, on one hand, and the Black community on the other typified prevailing norms of the segregation era. The first history of the college, (1982), ignored the Black community, and the town's 1976 Bicentennial history pamphlet mentioned the Ballpark area but acknowledged ignorance of any of its background. The railroad track was the marker of separation, a fact reflected in 2020 when the church in the community joined with a nearby white church in a march through the town in protest of white-on-Black police killings: as the mingled groups crossed the railroad in leaving Ballpark, younger Black participants ran across the tracks, shouting excitedly.

This project would celebrate a Reconstruction Era Freedmen's settlement next to the railroad. Recent research documents the existence and stability of the settlement and gives evidence of the continuity of a congregation that began as Lutheran in the 1870s and became Baptist in the 1920s.

Moreover, the recent research traces the connection between the Freedmen's settlement and the railroad company's choice of a site for a freight stop that textile manufacturers requested in the 1880s. The availability of local laborers for loading and unloading cotton and cloth attracted mill owners, and thereby the railroad company, to the Black settlement. Two mill owners and other white people moved to the freight stop, called "Mill Point". It also drew the founders of Elon College, which they established there in 1889. The Mill Point station became the Elon College station and added passenger service. Through this sequence, the Freedmen's settlement that was the origin of the Ballpark Community figured strongly in the location of the school and town known as Elon College. Elon University and Elon First Baptist Church, (the successor to the late nineteenth century Lutheran/Baptist congregation) will provide materials and equipment for the marker dedication, embracing their part of the COMMON GROUND to which the United States aspires.

Oral, photographic, and artifactual sources of the community's history in the decades after its formative period offer opportunities for research and public display. The African American Cultural Arts and History Center (AACAHC) in Burlington will partner with the Historic Properties Commission in the proposed project. The director of the Center is eager to interview residents of Ballpark Community for living memories, photographs, and cultural items. To create and mount an exhibit of the community's history would be the ideal starting point for the Center's aim to present histories of historically Black communities throughout the county. This will add hitherto underrepresented voices to THE GATHERING OF VOICES.

PROJECT NARRATIVE

The project will present the history of the African American community known in the twentieth century as Ballpark Community. It is in the Town of Elon in Alamance County, North Carolina.

The community long has been perceived as having grown up around Elon College, which was founded in 1889, as a convenient location from which employees of the college and its faculty could walk. A 1999 history of the county established that the selection of a site for the college ultimately originated from the pre-1880 existence of African American laborers living near the railroad. This information clarified the common ground between the college and the Black community, reversing the relationship between their origins. The finding has been incorporated into Elon University's origin story but remains little known among the public, including the residents of the Ballpark Community.

Black families living near the railroad in the late 1860s formed a settlement of Freedmen who left records of a continuous community now known as Ballpark. At least seven of them men had served in the United States Colored Troops. The group's earliest known written record is a tax assessment listing thirty-three men in 1869. The federal census of the following year shows eighty-one people in their families. One expression of the cohesion of the founding community was the formation of a congregation of worshippers who sought outside funds and leadership (and thereby appear in outside records). They approached Lutheran bodies, reflecting their familiarity with that denomination during their enslavement on nearby farms. Records of Lutheran synods show the church's activity from the mid-1870s into the 1920s. After some families moved to Greensboro c. 1920, the remnant joined with others in the area to organize a Baptist church. Their original building lay adjacent to the Lutheran Church building and near its cemetery, which continues in use by the Baptist Church. The cemetery, with its earliest graves unmarked, is the oldest intact artifact of the Freedmen's settlement with which the Ballpark Community originated: COMMON GROUND, indeed.

Key items in the project are 1) the erection of a historical marker at the cemetery by the Alamance County Historic Properties Commission and 2) research into the post-1920 community by the African American Cultural Arts and History Center in nearby Burlington. The AACAHC proposes to mount an exhibit based on the 1860s-1920s findings and the result of its projected research into oral, photographic, and artefactual sources in the Ballpark Community. This will add hitherto underrepresented voices to the GATHERING OF VOICES being highlighted by the America 250 Program.

The Historic Properties Commission is the project sponsor, and the AACAHC is its partner. The Director of the AACAHC, James Shields, is the proposed director of the project. The Planning Director for Alamance County, Matthew Hoagland, is a county-designated member of the Historic Properties Commission and is the proposed financial officer for the project. Other Alamance County organizations will provide in-kind materials and services: Elon First Baptist Church, Elon University, and the Alamance County Historical Association.

Planning for the proposed project has proceeded among the five groups, coordinated by Carole W. Troxler, who is affiliated with the Alamance County Historical Association and Elon University, a neighbor of Elon First Baptist Church, and familiar with the work of the Alamance County Historic Properties Commission and the African American Cultural Arts and History Center. There was one in-person conference, and most communication occurred by telephone and email.

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The major items in the funding request are 1) historical marker (\$2,890.00) and 2) expenses for researching and building the exhibit (\$3,500.00, exclusive of cost share).

The project will meet these needs of the public:

- Presentation of local history that is accessible, accurate, and enjoyable.
- Recognition that perceptions and expectations of history vary, particularly with time and social norms.
- Understanding that the experiences of one person, one's family, one's identity group are part of a mosaic that is the American experience.
- Cognitive knowledge that grounds one in one's place and time within a larger framework that includes ethnicity, national identity, and humanity.
- An enhanced understanding of "how we know what we know" about our past.

The target audiences for this project:

- People who are curious about what has happened in the past in Alamance County and North Carolina.
- African American people wanting recognition and outside validation of the experiences of their people.
- African American people who may be distrustful of outsiders bringing attention to African American culture and history.
- Other BIPOC persons who do not identify as African American.
- White people who are engaged in, or approving of, anti-racist work.
- Other white people who may visit the lecture program, the exhibit, or the marker dedication.

Expectation of audience numbers:

- 150-200 for the marker dedication.
- 200-300 for the exhibit during 2026, which will continue past 2026.
- 50-75 for the Alamance County Historical Association program.

Personal disclosure from the originator of the proposed project:

The 1860s-1920s work mentioned above was done by Carole W. Troxler, Professor Emerita of Elon University and the writer of this proposal. Since 1970, she has researched intermittently for the origins of the Ballpark Community. During the 1990s, while researching for a history of Alamance County, she

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learned that an African American settlement had been the formative factor in the Elon College founders' selection of the college site. At that time, the staff of the State Archives of North Carolina showed her the 1869 tax assessment. It was only in the summer of 2024, however, in the context of a larger Reconstruction project, that the links between the Freedmen's settlement and the congregation that maintained intergenerational continuity appeared. Troxler then prepared a manuscript for an article, tentatively titled, "Reconstruction Era Origins of 'The Ballpark Community' in Elon, North Carolina." As she finished it, she understood that the Ballpark Community deserved recognition and that highlighting its history would fit the purposes of the America 250 Program. At that point, she contacted the Alamance County Historic Properties Commission and other organizations mentioned in this narrative, and they responded positively. Her work in preparing the grant proposal has been done with the HPC's approval and encouragement, but she is not a member of the HPC.

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EXTERNAL REVIEW

A reviewer will be designated by Dr. Rod Clark, Chairman of Department of History and Geography, Elon University, from faculty who are expert in Reconstruction/African American/Twentieth Century United States History. The reviewer will examine the Troxler article, its documentation, and the text of the proposed marker prior to ordering the marker. The reviewer will examine the proposed exhibit prior to its opening. The reviewer will make a written report covering both items for inclusion in the project report.

COMMUNICATION PLAN

The Alamance County Planning Director or his designee will prepare and issue Press Releases for ACHPC. The releases will go to the newspapers in the county as well as in neighboring cities, to the Burlington and Greensboro TV stations, and to the public radio stations within listening range. The Press Releases will announce the Alamance County Historical Association program, the marker dedication, and the exhibit opening. All press releases and social media platforms that are selected will identify the role of America 250 NC as a funding source and briefly describe the project. Publicity will be coordinated with the county-wide America 250 group. Rodney Cheek, chair of ACHPC or another designated member will send by email information about the proposed project and invitations to its events to interest groups tentatively listed in the PARTICIPATION AND ACCESS portion of this application.

DELIVERABLES/EXPECTED OUTCOMES

1. Approximately 30 copies of Troxler article, *"Reconstruction Era Origins of 'The Ballpark Community' in Elon, North Carolina,"* either purchased from the publisher or reprinted by Alamance County Historical Association with permission of publisher.
2. Audio tapes and photographs resulting from research interviews among Ballpark Community by AACAHC.
3. Press releases and email letters from ACHPC.
4. Program about the history of the Ballpark Community hosted by ACHA.
5. Purchase and installation of local historical marker by ACHPC.
6. Public dedication of marker using tents, chairs, water service, table, microphone, and speakers provided by Elon University by loan and by contract with their usual rental providers.
7. Exhibit on history of Ballpark Community, c. 1860-present, mounted in AACAHC.

MEASUREMENT OF SUCCESS

- Distribution of Troxler article: number of positive responses to offers of a copy and subsequent placement.
- Audiotapes and photographs: number of interviewees and number of items collected for display in exhibit and added to the AACAHC's collection.
- Press releases number and use by media.

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- Program for ACHA: number of attendees
- Installation historical marker: date installed.
- Dedication of historical marker: number of attendees.
- Mounted exhibit: number of visitors on opening day and after, to the time of the final report

PARTICIPATION AND ACCESS

Research for the post-1920 history of Ballpark Community will be conducted by James Sheilds, the Director of the ACAHC and director of the proposed project. It will take place in the homes of residents of Ballpark Community and in consultation with Elon First Baptist Church, located in the community. Oral records of interviews and copies of photographs provided by residents will be used in the ACAHC exhibit and will become part of the ACAHC's permanent collection. The ACAHC is open to the public. Its web site is www.aacahcenter.org.

The dedication of the proposed marker in the Ballpark Community will be open to the public, and the Alamance County Historic Properties Commission will pursue media coverage for the event.

All events of the Alamance County Historical Society are open to the public and announced on its Facebook page. In addition, the press releases from ACHPC will include it as well as the exhibit opening and the marker dedication.

Further, information about the proposed project and invitations to its events will be sent by email to the Historical Society of North Carolina, the North Carolina Association of Historians, the North Carolina Community Memory Coalition, the Alamance County Community Remembrance Coalition, the Alamance Racial Equity Alliance and Collaborative (via Impact Alamance), Alamance Racial Equity Alliance, Burlington/Alamance School System, Alamance Community College, Alamance Ministers, Elon Ministers, Ministerial Fellowship Alliance of Alamance County, and perhaps others a month prior to the events.

Parking for the marker dedication will be available in a nearby lot on the Elon University Campus and at the Elon Town Hall, also nearby.

Participants will be invited to sign a visitor list at the marker dedication and exhibit. A designated member of ACHA will do a head count for their program.

LONGEVITY/IMPACT

Components of the project will enhance the profile of Alamance County for tourism by adding to the quality and diversity of the county's offerings. Both the exhibit and the marker have long-term expectations. ACHPC is an appointed advisory body of the county commissioners and will oversee upkeep of the physical marker. Elon First Baptist Church regularly mows the grass where the marker will be placed, as well is the rest of the cemetery, which the church keeps well. The ACAHC will own the exhibit and the materials from which it will be based as part of their collection. Distribution of copies of the Troxler article will get it into schools and other places that do not subscribe to the publication where it will appear.

This text was entered electronically into the application for an America250 Community Grant. It was submitted December 16, 2024, by Dr. Carole W. Troxler as a volunteer for ACHPC and in consultation with its chair and the county planning director. 9.

PARTNERSHIPS

The sponsoring applicant for the grant is Alamance County Historic Properties Commission (ACHPC), an unpaid 9-member body appointed by the county commissioners to advise it on the preservation and designation of Alamance County's historic resources. The county planning director is part of the commission and the financial officer for the proposal.

The major partners, in terms of in-kind contributions and receipt of funds, are Elon University and the African American Cultural Arts and History Center (AACAHC).

The Vice President for Advancement at the university has secured the institution's willingness to follow through on the items listed in this application and in the letter of support.

The AACAHC is the major physical and financial beneficiary of the proposed project and provides the director of the project.

Elon First Baptist Church, as the symbol and current embodiment of continuous community cohesion of the Ballpark Community, welcomes the recognition of the community, provides the location for the marker, and will help the AACAHC's research into the community's post-1920 life.

The Alamance County Historical Association promotes research and publication of Alamance County's history and provides a program of broad appeal at its annual general meeting.

PROJECT TIMELINE SUMMARY (Tentative)

May 2025

Secure date in May 2026 for program on history of the Ballpark Community, hosted by ACHA.

June 2025 or one month after announcement of the grant.

Secure calendar for marker dedication and exhibit opening (James Shields leading, with Elon First Baptist, Elon University)

July 2025

Begin research in Ballpark Community for post-1920 experiences (James Shields)

September 2025

External review of Troxler article and marker text provided to Matthew Hoagland by Dr. Rod Clark or his designee in Elon University Department of History and Geography. This should be done prior to ordering the marker.

Order, pay, schedule delivery of marker and arrange for and schedule its installation (Hoagland).

October 2025

Prepare press release and hold for future distribution (Hoagland or designee in Planning Dept).

This text was entered electronically into the application for an America250 Community Grant. It was submitted December 16, 2024, by Dr. Carole W. Troxler as a volunteer for ACHPC and in consultation with its chair and the county planning director. 10.

Design brochure incorporating content of press release and find its cost for future printing. (Hoagland or designee in Planning Department) *The press release and the brochure may be adjusted to include any change in the date of the Exhibit Opening.*

November 2025

Complete Ballpark interviews, their oral recordings, and copies of photographs to be used for exhibit (Shields).

Ensure that programs in this project are included in publicity of county-wide America250 events (Rodney Cheek).

January 2026

Begin design and construction of AACAHC exhibit (Shields).

Print brochures (Hoagland or designee in Planning Department).

Email invitations listed in PARTICIPATION AND ACCESS and others as may be selected, directing attention to attached image of brochure. (Rodney Cheek, Chair, ACHPC).

April 2026

Complete construction of AACAHC exhibit (Shields).

External review of the exhibit by Dr. Rod Clark or his designee.

Resend the January Email as a reminder.

May 2026

Send out press releases by May 10 (in advance of ACHA program, the earliest event in this project).

ACHA program on history of Ballpark Community

Print and pay for copies of Troxler article (Hoagland or designee).

August 2026

Secure brief speakers and finish all plans for marker dedication (John Barnhill, Elon University); ministerial staff of Elon First Baptist Church; Mayor of Elon Emily Sharpe, coordinated by Rodney Cheek, chair of ACHPC.

September 2026

Dedication of marker under direction of ACHPC, Rodney Cheek.

October 2026

External review of historical accuracy for marker and exhibit to be given to James Shields, project director, by Dr. Rod Clark or his designee for inclusion in final project report.

November 2026

This text was entered electronically into the application for an America250 Community Grant. It was submitted December 16, 2024, by Dr. Carole W. Troxler as a volunteer for ACHPC and in consultation with its chair and the county planning director. 11.

Submission of Project Report by James Shields and Matthew Hoagland, as directed by America250 Program.

BUDGET SUMMARY 2026

Salaries and Wages.

\$1,200.00 is budgeted for James Shields, for researching and building the exhibit. \$600.00 is COST SHARE and \$600.00 is GRANT.

\$600.00 Carole Troxler, volunteer, for securing and coordinating partners, writing and filing application, 30 hours @ \$20 = \$600. \$200.00 is budgeted from GRANT, and \$400.00 is COST SHARE from Troxler.

Travel

\$500.00 GRANT is budgeted for automobile mileage between AACAHC and Ballpark, (round trip 20 miles), and to nearby Gibsonville, for interpersonal research, and also for trips to obtain supplies and equipment, computing \$.67/mile.

Supplies, Materials, Equipment to AACAHC, all from GRANT

\$500.00 Cost of photo duplication, oral recordings.

\$300.00 5 foam board posters @\$60

\$600.00 3-4 retractable banners(for pop up exhibits)@ \$150

\$1,000.00 for building materials for exhibit

Contracts

\$2,890.00 GRANT. Sewah Studios for marker (quote)

Miscellaneous Costs

\$325.00 COST SHARE from Elon University, for speakers, microphone, and outdoor setup. Cost estimate is from Carey Sound.

\$2,627.10 COST SHARE rental of tents, chairs, by Elon University. Poythress Tents pricing

\$50.00 GRANT Rod Clarke evaluation of project's historical research

\$200.00 GRANT speaker's fee to ACHA for free public program

\$367.46 GRANT for copies of research article, based on quote from Brand Connect.

\$400.00 GRANT for publicity brochure, based on local printing websites.



December 15, 2024

Mr. Matthew Hoagland
Director, Alamance County Planning Department
Graham, NC 27253

Dear Mr. Hoagland,

I hope you are well. I am Rev. Dr. James H. Wilkes, Jr., the Senior Pastor of Elon First Baptist. I am writing regarding the cemetery where the proposed historical marker is to be placed.

We wish to confirm that Elon First Baptist Church is the legal owner of the land where the cemetery is located. Furthermore, we grant permission for the erection of the historical marker at this site.

Please let us know if additional information is required to facilitate this process.

Because of His Resurrection,

Rev. Dr. James H. Wilkes, Jr.
Senior Pastor
Elon First Baptist Church

ORDER FORM

Order No QUOTE81629 BOL 1 Incentive 1.00 Order Date 11/23/2024
Cust No _____ Inv Code A ABC _____ Ship By: _____

BILL TO:

RODNEY CHEEK, CHAIR
ALAMANCE COUNTY HISTORIC PROPERTIES COMMISSION
201 W ELM ST.
GRAHAM, NC 27253
Phone: 336-570-4053
Email: rcheek3754@gmail.com

SHIP TO:

RODNEY CHEEK, CHAIR
ALAMANCE COUNTY HISTORIC PROPERTIES COMM
201 W ELM ST.
GRAHAM, NC 27253
Phone: 336-570-4053
Email: rcheek3754@gmail.com

MARKER

MOUNTING

Size Ht	30	Size Width	42	Ltr Sz	1	CORE CAP FOR 4" OCTAGONAL POST
Pattern	North Carolina	Two Sides	SAME	Surface Mount Options:		
Flat Back		Post Mount	XX	Type of Post	7' OCTAGONAL	
Plate Color	MED. GREEN	Letter Color	GOLD	Rail Color		Rail Type NONE
Etch:	XX	Metal Photo:		QR Code:		
Emblem	ALAMANCE COUNTY HISTORIC	Emblem Type	ETCH PLATE	On File:	XX	
Emblem Color	LETTER COLOR					
Marker Caption	1860S ORIGINS OF THE BALLPARK COMMUNITY					

SPECIAL INSTRUCTIONS

Invoice Amt	\$2,890.00	Typeset	_____	Finishing	_____
Invoice No	_____	Proof 1	_____	Spray Booth	_____
Marker Ship	_____	Proof 2	_____	Guilding	_____
Marker Weight	_____	Foundry	_____	Shipping	_____



Eligible Activities

- Public art or mural with America 250 NC connection
 - Using one of the three [America 250 NC themes](#), develop a public art project, such as a mural or free-standing piece of art that is freely available for public viewing
 - If possible, use local or NC artists for the work
- Wayside
 - Work with DNCR Wayside Committee and approved vendor to add wayside(s) in county to the “Revolutionary Routes” statewide trail. Subject to eligible wayside categories, placement restrictions/requirements.
- Local marker
 - Work with DNCR and approved vendor to erect a local marker connected to the America 250 NC themes. Subject to eligible marker categories, size and design, placement restrictions/requirements.
 - Optional – school-based program for students to identify and propose a local marker in a community
- Local exhibit
 - Exhibit must be inside a public space open or to the public.
 - Must display the interpretative panels through 2026 at a minimum
 - All content and images must be approved by America 250 NC prior to publication/installation. Use of images and sources must be cited.
 - The introductory panel and any accompanying printed material must display the America 250 logo and cite the America 250 NC project as a funder. See promotional materials for guidelines.
 - Grant recipients must obtain a permanent and transferable right for themselves and America 250 NC to use any images, wording, design, and layout. Recipients will make sure that the images can be used by recipient and or America 250 NC in promotional materials. Exceptions must be preapproved by America 250 NC.
- Online exhibit
 - The website materials must be made available to America 250 NC and a link provided to the content to be shared via America 250 NC’s website.
 - Must agree to maintain and update the website materials through 2026 at a minimum
 - All content and images must be approved by America 250 NC prior to publication. Use of images and sources must be cited.
 - The introductory materials and any accompanying printed material must display the America 250 NC logo and cite the America 250 NC project as a funder. See promotional materials for guidelines.
 - Grant recipients must obtain a permanent and transferable right for themselves and America 250 NC to use any images, wording, design, and layout. Recipients will make sure that the images can be used by recipient and or America 250 NC in promotional materials. Exceptions must be preapproved by America 250 NC.

- **Research**
 - Research to support development of a local America 250 NC program, such as a walking tour, driving tour, or other public program.
 - Research on a particular location or building that would result in a report useful for planning America 250 NC programming such as a tours or educational programs
 - Research to create printed resources, such as a map, walking or driving tour, brochure or webpage that highlights local America 250 NC programs or resources
 - Research resulting in a publication should comply with expected formatting and citation structure, please see the [North Carolina Historical Publications](#)' "Style Guide for Authors and Editors" under Quick Links.

- **Educational Outreach**
 - Support for local school field trips to State Historic Site, state museum or local historical program
 - Student competition with America 250 NC thematic link (ex. Bake-off with historic recipes, essay contest, poster contest, or art projects)
 - Development of America 250 NC themed, NC curriculum aligned, lesson plan with local resource connection

- **Event expenses**
 - Annual or new festival with clear America 250 NC connections in branding and themes
 - **Speaker fees**
 - Living history program
 - **Printing expenses for program, map, brochure, or tour**
 - Tours of local America 250 NC sites and locations

Ineligible Activities

- Capital expenses
- Artistic materials and equipment not related to America 250NC activities
- Non-America 250NC mission-related operating costs
- Equipment costs (cameras, computers, hard drives, etc.)
- Fundraising efforts
- Lobbying
- Costs related to any project whose primary purpose is to promote partisan political or religious ideologies
- Scholarship assistance
- University faculty salary and costs that are not directly related to the approved project
- Food and alcohol



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/14/2025

FROM: Aimee Perkins

DEPT: Tax

AGENDA TITLE: Tax Refunds, Releases, and Extensions Jan 2025

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Approval of Tax Refunds, Releases and Elderly, Disabled Exemptions: Elderly Disabled Extensions.

BACKGROUND/PURPOSE OF REQUEST:

Tax Refunds, Releases, and Elderly, Disabled Exemptions as well as elderly, disabled extensions.

RECOMMENDATION:

Staff recommends the Board Review information

ATTACHMENTS:

Tax Refunds, Releases and Exemption-Extensions Jan 2025

DATE 1/10/25
 TIME 10:11:15
 USER APERKINS

BOARD REVIEW OF CORRECTED RECEIPTS REPORT
 ALAMANCE COUNTY
 DEPOSIT DATES 11/21/2024 THROUGH 1/10/2025

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YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD	
2015	ALLISON ROBERT KEITH JR	12/16/2024	2476851	34		19.98				DID NOT OWN JAN	PPSLD	
2015	GREENWAY JAMES E JR	12/31/2024	2527837	44		55.62				DID NOT OWN JAN	PPSLD	
2015	HUFFINES HAROLD EUGENE JR	12/04/2024	2535715	37		3.98				DID NOT OWN JAN	PPSLD	
2015	HUFFINES HAROLD EUGENE JR	12/04/2024	2535716	37		8.80				DID NOT OWN JAN	PPSLD	
2015	IZZO NICKI	12/03/2024	2479053	44		22.00				PER GUIDELINE NO	PPSLD	
2015	JONES ROBERT L	11/25/2024	2493242	44		25.77				DID NOT OWN JAN	PPSLD	
2015	MOSER DWAYNE T	12/16/2024	2463117	31		26.53				DID NOT OWN JAN	PPSLD	
2015	MOSER DWAYNE T	12/16/2024	2463118	31		25.43				DID NOT OWN JAN	PPSLD	
2015	PACHECO OSCAR MANUEL	1/02/2025	2474826	11		3.54				DID NOT OWN JAN	PPSLD	
2015	PACHECO OSCAR MANUEL	1/02/2025	2475710	12		15.76				DID NOT OWN JAN	PPSLD	
** YEAR TOTALS **						207.41						
2016	ALLISON ROBERT KEITH JR	12/16/2024	2680901	34		19.20				DID NOT OWN JAN	PPSLD	
2016	GREENWAY JAMES E JR	12/31/2024	2735354	44		51.90				DID NOT OWN JAN	PPSLD	
2016	HUFFINES HAROLD EUGENE JR	12/04/2024	2742758	37		3.98				DID NOT OWN JAN	PPSLD	
2016	HUFFINES HAROLD EUGENE JR	12/04/2024	2742759	37		8.80				DID NOT OWN JAN	PPSLD	
2016	IZZO NICKI	12/03/2024	2682906	44		22.00				PER GUIDELINES N	PPSLD	
2016	JONES ROBERT L	11/25/2024	2696011	44		24.13				DID NOT OWN JAN	PPSLD	
2016	MOSER DWAYNE T	12/16/2024	2668201	31		26.53				DID NOT OWN JAN	PPSLD	
2016	MOSER DWAYNE T	12/16/2024	2668202	31		25.43				DID NOT OWN JAN	PPSLD	
2016	PACHECO OSCAR M	1/02/2025	2726385	12		6.06				DID NOT OWN JAN	PPSLD	
2016	PACHECO OSCAR M	1/02/2025	2726386	12		6.24				DID NOT OWN JAN	PPSLD	
2016	PACHECO OSCAR M	1/02/2025	2726387	12		1.38				DID NOT OWN JAN	PPSLD	
2016	PACHECO OSCAR MANUEL	1/02/2025	2679013	11		3.04				DID NOT OWN JAN	PPSLD	
2016	PACHECO OSCAR MANUEL	1/02/2025	2679848	12		15.76				DID NOT OWN JAN	PPSLD	
** YEAR TOTALS **						214.45						
2017	ALLISON ROBERT KEITH JR	12/16/2024	2784039	34		18.00				DID NOT OWN JAN	PPSLD	
2017	GREENWAY JAMES E JR	12/31/2024	2842374	44		48.55				DID NOT OWN JAN	PPSLD	
2017	HUFFINES HAROLD EUGENE JR	12/04/2024	2849378	37		4.10				DID NOT OWN JAN	PPSLD	
2017	HUFFINES HAROLD EUGENE JR	12/04/2024	2849379	37		9.06				DID NOT OWN JAN	PPSLD	
2017	IZZO NICKI	12/03/2024	2785935	44		22.00				PER GUIDELINES N	PPSLD	
2017	JONES ROBERT L	11/25/2024	2797994	44		22.57				DID NOT OWN JAN	PPSLD	
2017	MOSER DWAYNE T	12/16/2024	2772113	31		26.53				DID NOT OWN JAN	PPSLD	
2017	MOSER DWAYNE T	12/16/2024	2772114	31		25.43				DID NOT OWN JAN	PPSLD	
2017	PACHECO OSCAR M	1/02/2025	2833892	12		6.06				DID NOT OWN JAN	PPSLD	
2017	PACHECO OSCAR M	1/02/2025	2833893	12		6.24				DID NOT OWN JAN	PPSLD	
2017	PACHECO OSCAR M	1/02/2025	2833894	12		1.38				DID NOT OWN JAN	PPSLD	
2017	PACHECO OSCAR MANUEL	1/02/2025	2782275	11		4.95				DID NOT OWN JAN	PPSLD	
2017	PACHECO OSCAR MANUEL	1/02/2025	2783063	12		15.76				DID NOT OWN JAN	PPSLD	
** YEAR TOTALS **						210.63						
2018	ALLISON ROBERT KEITH JR	12/16/2024	2890260	34		17.02				DID NOT OWN JAN	PPSLD	
2018	GREENWAY JAMES E JR	12/31/2024	2952037	44		46.19				DID NOT OWN JAN	PPSLD	
2018	HUFFINES HAROLD EUGENE JR	12/04/2024	2958654	37		4.15				DID NOT OWN JAN	PPSLD	
2018	HUFFINES HAROLD EUGENE JR	12/04/2024	2958655	37		9.19				DID NOT OWN JAN	PPSLD	
2018	IZZO NICKI	12/03/2024	2892000	44		22.32				PER GUIDELINES N	PPSLD	
2018	JONES ROBERT L	11/25/2024	2903132	44		21.41				DID NOT OWN JAN	PPSLD	
2018	MOSER DWAYNE T	12/16/2024	2879077	31		26.93				DID NOT OWN JAN	PPSLD	

DATE 1/10/25
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2018	MOSER DWAYNE T	12/16/2024	2879078	31		25.82				DID NOT OWN JAN	PPSLD
2018	PACHECO OSCAR M	1/02/2025	2944025	12		6.17				DID NOT OWN JAN	PPSLD
2018	PACHECO OSCAR M	1/02/2025	2944026	12		6.35				DID NOT OWN JAN	PPSLD
2018	PACHECO OSCAR M	1/02/2025	2944027	12		1.40				DID NOT OWN JAN	PPSLD
2018	PACHECO OSCAR MANUEL	1/02/2025	2888573	11		5.64				DID NOT OWN JAN	PPSLD
2018	PACHECO OSCAR MANUEL	1/02/2025	2889313	12		16.03				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						208.62					
2019	PACHECO OSCAR MANUEL	1/02/2025	2989636	12		29.78				DID NOT OWN JAN	PPSLD
2019	ALLISON ROBERT KEITH JR	12/13/2024	3001943	34		17.93				DID NOT OWN JAN	PPSLD
2019	GREENWAY JAMES E JR	12/31/2024	3067245	44		48.47				DID NOT OWN JAN	PPSLD
2019	HUFFINES HAROLD EUGENE JR	12/04/2024	3073507	37		4.57				DID NOT OWN JAN	PPSLD
2019	HUFFINES HAROLD EUGENE JR	12/04/2024	3073508	37		10.10				DID NOT OWN JAN	PPSLD
2019	IZZO NICKI	12/03/2024	3003563	44		24.93				PER GUIDELINES N	PPSLD
2019	JONES ROBERT L	11/25/2024	3013884	44		22.56				DID NOT OWN JAN	PPSLD
2019	MOSER DWAYNE T	12/16/2024	2991334	31		30.10				DID NOT OWN JAN	PPSLD
2019	MOSER DWAYNE T	12/16/2024	2991335	31		28.85				DID NOT OWN JAN	PPSLD
2019	PACHECO OSCAR M	1/02/2025	3059644	12		7.01				DID NOT OWN JAN	PPSLD
2019	PACHECO OSCAR M	1/02/2025	3059645	12		7.21				DID NOT OWN JAN	PPSLD
2019	PACHECO OSCAR M	1/02/2025	3059646	12		1.58				DID NOT OWN JAN	PPSLD
2019	PACHECO OSCAR MANUEL	1/02/2025	3000313	11		6.41				DID NOT OWN JAN	PPSLD
2019	PACHECO OSCAR MANUEL	1/02/2025	3001026	12		18.21				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						257.71					
2020	ALLISON ROBERT KEITH JR	12/13/2024	3112160	34		16.78				DID NOT OWN JAN	PPSLD
2020	GREENWAY JAMES E JR	12/31/2024	3177794	44		45.10				DID NOT OWN JAN	PPSLD
2020	HUFFINES HAROLD EUGENE JR	12/04/2024	3214916	37		4.57				DID NOT OWN JAN	PPSLD
2020	HUFFINES HAROLD EUGENE JR	12/04/2024	3214917	37		10.10				DID NOT OWN JAN	PPSLD
2020	IZZO NICKI	12/03/2024	3113643	44		24.93				PER GUIDELINES N	PPSLD
2020	JONES ROBERT L	11/25/2024	3122854	44		20.88				DID NOT OWN JAN	PPSLD
2020	MOSER DWAYNE T	12/16/2024	3102835	31		30.10				DID NOT OWN JAN	PPSLD
2020	MOSER DWAYNE T	12/16/2024	3102836	31		28.85				DID NOT OWN JAN	PPSLD
2020	PACHECO OSCAR M	1/02/2025	3170973	12		7.01				DID NOT OWN JAN	PPSLD
2020	PACHECO OSCAR M	1/02/2025	3170974	12		7.21				DID NOT OWN JAN	PPSLD
2020	PACHECO OSCAR M	1/02/2025	3170975	12		1.58				DID NOT OWN JAN	PPSLD
2020	PACHECO OSCAR MANUEL	1/02/2025	3110718	11		6.41				DID NOT OWN JAN	PPSLD
2020	PACHECO OSCAR MANUEL	1/02/2025	3111337	12		18.21				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						221.73					
2021	ALLISON ROBERT KEITH JR	12/13/2024	3225181	34		16.04				DID NOT OWN JAN	PPSLD
2021	GREENWAY JAMES E JR	12/31/2024	3296464	44		44.81				DID NOT OWN JAN	PPSLD
2021	HUFFINES HAROLD EUGENE JR	12/04/2024	3302119	37		4.51				DID NOT OWN JAN	PPSLD
2021	HUFFINES HAROLD EUGENE JR	12/04/2024	3302120	37		9.98				DID NOT OWN JAN	PPSLD
2021	IZZO NICKI	12/03/2024	3226586	44		25.59				PER GUIDELINES N	PPSLD
2021	JONES ROBERT L	11/25/2024	3235616	44		20.72				DID NOT OWN JAN	PPSLD
2021	MOSER DWAYNE T	12/16/2024	3215794	31		29.70				DID NOT OWN JAN	PPSLD
2021	MOSER DWAYNE T	12/16/2024	3215795	31		28.47				DID NOT OWN JAN	PPSLD
2021	PACHECO OSCAR M	1/02/2025	3289582	12		6.90				DID NOT OWN JAN	PPSLD
2021	PACHECO OSCAR M	1/02/2025	3289583	12		7.10				DID NOT OWN JAN	PPSLD

DATE 1/10/25
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YEAR	TAXPAYER NAME	DEPOSIT DATE	RECEIPT	DIST	REAL	PERSONAL	M VEH	MV FEE	S WASTE	REASON	ABTCD
2021	PACHECO OSCAR M	1/02/2025	3289584	12		1.56				DID NOT OWN JAN	PPSLD
2021	PACHECO OSCAR MANUEL	1/02/2025	3223763	11		6.31				DID NOT OWN JAN	PPSLD
2021	PACHECO OSCAR MANUEL	1/02/2025	3224361	12		17.93				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						219.62					
2022	ALLISON ROBERT KEITH JR	12/13/2024	3339929	34		15.33				DID NOT OWN JAN	PPSLD
2022	GREENWAY JAMES E JR	12/31/2024	3413717	44		42.71				DID NOT OWN JAN	PPSLD
2022	HUFFINES HAROLD E JR	12/04/2024	3363968	46		13.16				DID NOT OWN JAN	PPSLD
2022	HUFFINES HAROLD E JR	12/04/2024	3363969	46		8.70				DID NOT OWN JAN	PPSLD
2022	HUFFINES HAROLD EUGENE JR	12/04/2024	3418992	37		4.61				DID NOT OWN JAN	PPSLD
2022	HUFFINES HAROLD EUGENE JR	12/04/2024	3418993	37		10.19				DID NOT OWN JAN	PPSLD
2022	IZZO NICKI	12/03/2024	3341225	44		25.26				PER GUIDELINES N	PPSLD
2022	JONES ROBERT L	11/25/2024	3349669	44		19.87				DID NOT OWN JAN	PPSLD
2022	MOSER DWAYNE T	12/16/2024	3331205	31		29.30				DID NOT OWN JAN	PPSLD
2022	MOSER DWAYNE T	12/16/2024	3331206	31		28.09				DID NOT OWN JAN	PPSLD
2022	PACHECO OSCAR M	1/02/2025	3407222	11		6.80				DID NOT OWN JAN	PPSLD
2022	PACHECO OSCAR M	1/02/2025	3407223	11		7.00				DID NOT OWN JAN	PPSLD
2022	PACHECO OSCAR M	1/02/2025	3407224	11		1.54				DID NOT OWN JAN	PPSLD
2022	PACHECO OSCAR MANUEL	1/02/2025	3338605	11		6.23				DID NOT OWN JAN	PPSLD
2022	PACHECO OSCAR MANUEL	1/02/2025	3339147	12		17.67				DID NOT OWN JAN	PPSLD
2022	ROGERS SHIRLEY J	12/02/2024	3432939	12		15.47				DECEASED / SOLD	PPSLD
2022	SMITH JARED ANTHONY JR	12/16/2024	3364009	12		1.90				DID NOT OWN JAN	PPSLD
2022	SMITH JARED ANTHONY JR	12/16/2024	3364010	12		3.34				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						257.17					
2023	CRAWFORD GERALD DWAYNE JR	12/04/2024	3443007	12		41.87				SENT TO FORSYTH OCNTY	
2023	CRAWFORD GERALD DWAYNE JR	12/04/2024	3443083	12		211.35				SENT TO FORSYTH OCNTY	
2023	ALLISON ROBERT KEITH JR	12/13/2024	3564121	34		9.86				DID NOT OWN JAN	PPSLD
2023	BROWN LEONARD N	12/18/2024	3670436	12	49.74					PTC/BOER APPEAL	PTC
2023	BROWN LEONARD NELSON	12/18/2024	3660495	12	8.64					PTC/BOER APPEAL	PTC
2023	BROWN LEONARD NELSON	12/18/2024	3660496	12	573.86					PTC/BOER APPEAL	PTC
2023	FLETES-CASTRO ARLEN KARINA	11/21/2024	3603556	12		38.50				SOLD	PPSLD
2023	GREENWAY JAMES E JR	12/31/2024	3641965	44		27.65				DID NOT OWN JAN	PPSLD
2023	HUFFINES HAROLD E JR	12/04/2024	3586619	46		13.44				DID NOT OWN JAN	PPSLD
2023	HUFFINES HAROLD E JR	12/04/2024	3586620	46		25.12				DID NOT OWN JAN	PPSLD
2023	HUFFINES HAROLD EUGENE JR	12/04/2024	3646967	37		3.17				DID NOT OWN JAN	PPSLD
2023	HUFFINES HAROLD EUGENE JR	12/04/2024	3646968	37		7.00				DID NOT OWN JAN	PPSLD
2023	IZZO NICKI	12/03/2024	3565360	44		16.93				PER GUIDELINES N	PPSLD
2023	JOGI 2012 LLC	12/17/2024	3567607	11	7888.92					PTC/BOER	PTC
2023	JONES ASHLEY NICKOLE	12/05/2024	3566197	37		85.11				DID NOT OWN JAN	PPSLD
2023	JONES ROBERT L	11/25/2024	3573286	44		12.80				DID NOT OWN JAN	PPSLD
2023	MOSER DWAYNE T	12/16/2024	3555915	31		19.48				DID NOT OWN JAN	PPSLD
2023	MOSER DWAYNE T	12/16/2024	3555916	31		18.67				DID NOT OWN JAN	PPSLD
2023	NORTON TANNER WAYNE	12/31/2024	3619206	33		53.57				DID NOT OWN JAN	PPSLD
2023	PACHECO OSCAR M	1/02/2025	3635883	11		4.51				DID NOT OWN JAN	PPSLD
2023	PACHECO OSCAR M	1/02/2025	3635884	11		4.64				DID NOT OWN JAN	PPSLD
2023	PACHECO OSCAR M	1/02/2025	3635885	11		1.02				DID NOT OWN JAN	PPSLD
2023	PACHECO OSCAR MANUEL	1/02/2025	3562862	11		4.14				DID NOT OWN JAN	PPSLD
2023	PACHECO OSCAR MANUEL	1/02/2025	3563376	12		11.74				DID NOT OWN JAN	PPSLD
2023	PATEL HARENDRA J ETAL	12/17/2024	3576675	11	331.57					PTC/BOER APPEAL	PTC

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2023	ROGERS SHIRLEY J	12/02/2024	3660090	12		10.84				DECEASED / SOLD	PPSLD
2023	SMITH JARED ANTHONY JR	12/16/2024	3586659	12		1.27				DID NOT OWN JAN	PPSLD
2023	SMITH JARED ANTHONY JR	12/16/2024	3586660	12		2.22				DID NOT OWN JAN	PPSLD
2023	STANDAFER GREGORY BRIAN	12/31/2024	3653942	46		25.55				SOLD	PPSLD
2023	WARREN ROBERT COOLIDGE III	12/30/2024	3646390	41		9.35				DID NOT OWN JAN	PPSLD
2023	WARREN ROBERT COOLIDGE III	12/30/2024	3646391	41		19.79				DID NOT OWN JAN	PPSLD
** YEAR TOTALS **						8852.73		679.59			
2024	CLARKE CANDY HATFIELD	12/04/2024	3666632	45		166.82				LISTED IN VIRGIN OCNTY	
2024	CRISP RHONDA BAKER	12/31/2024	3672455	33		10.15				ALREADY BILLED	NOBOC
2024	HOOD ARTHUR CLIFTON JR	1/06/2025	3670798	12		290.17			15.00	GAP LIVED IN SC	OCNTY
2024	AILSWORTH JAMES CARTER	11/26/2024	3721438	41		2.60				DID NOT OWN BT/M	PPSLD
2024	AILSWORTH JAMES CARTER	11/26/2024	3721439	41		9.68				DID NOT OWN BT/M	PPSLD
2024	ALLISON ROBERT KEITH JR	12/13/2024	3684039	34		10.21				DID NOT OWN JAN	PPSLD
2024	ALLRED JOHNNY W	12/16/2024	3750510	38	24.05					CLERICAL	RPVAL
2024	ATWATER ADDIE H	12/18/2024	3728898	31	627.50					SCE EXEMPT	SCEQL
2024	BALLARD CHARLES AUGUSTUS IV	11/26/2024	3744071	33		187.15				CARTERET COUNTY	OCNTY
2024	BEATTY HOWARD J	1/08/2025	3755356	31	454.19					SCE EXEMPT	SCEQL
2024	CROCKETT LORI ANN &	12/19/2024	3776222	44	818.56					SCE EXEMPT	SCEQL
2024	DANIELS JAMES CLIFFORD III	1/07/2025	3721409	34		20.64				DID NOT OWN JAN	PPSLD
2024	DANIELS JAMES CLIFFORD III	1/07/2025	3721410	34		30.73				IN SOUTH CAROLIN	OCNTY
2024	ENVIRONMENTAL QUALITY CONTROL	1/08/2025	3735400	12		490.10				CLERICAL	PPVAL
2024	FAUCETTE STEPHEN RONEY	1/06/2025	3675623	45		4.31				HAS TAGS ON IT	DBLST
2024	FLETES-CASTRO ARLEN KARINA	11/21/2024	3721418	12		35.57				DID NOT OWN JAN	PPSLD
2024	FLORENCE BOYD F HEIRS	12/19/2024	3691653	31	1003.25					SCE EXEMPT	SCEQL
2024	GAINES MONTGOMERY WEAVER	12/05/2024	3711139	14		4.62				LISTED IN NEW HA	OCNTY
2024	GREENWAY JAMES E JR	12/31/2024	3765424	44		28.52				DID NOT OWN JAN	PPSLD
2024	HUDSON BILLY GENE	12/18/2024	3752755	41	526.21					SCE EXEMPT	SCEQL
2024	HUFFINES HAROLD E JR	12/04/2024	3705450	46		13.74				DID NOT OWN JAN	PPSLD
2024	HUFFINES HAROLD E JR	12/04/2024	3705451	46		25.12				DID NOT OWN JAN	PPSLD
2024	HUFFINES HAROLD EUGENE JR	12/04/2024	3770204	37		3.36				DID NOT OWN JAN	PPSLD
2024	HUFFINES HAROLD EUGENE JR	12/04/2024	3770205	37		7.43				DID NOT OWN JAN	PPSLD
2024	HUNLEY RANDY M	1/03/2025	3765035	12		3.32				SOLD	PPSLD
2024	HUNLEY RANDY M	1/03/2025	3765036	12		8.32				SOLD	PPSLD
2024	IZZO NICKI	12/03/2024	3685220	44		18.14				PER GUIDELINES N	PPSLD
2024	JONES ASHLEY NICKOLE	12/05/2024	3686009	37		79.02				DID NOT OWN JAN	PPSLD
2024	JONES ROBERT L	11/25/2024	3692751	44		13.28				DID NOT OWN JAN	PPSLD
2024	KIMBRO CHARLIE BANKS JR	12/09/2024	3701342	13		15.78				DID NOT OWN JAN	PPSLD
2024	KIMBRO CHARLIE BANKS JR	12/09/2024	3701343	13		10.20				IN CASWELL	OCNTY
2024	KING JERRY LYNN	12/30/2024	3752312	35		59.61				DID NOT OWN JAN	PPSLD
2024	LAWRENCE MARGARET K	1/08/2025	3691207	43	405.87					SCE EXEMPT	SCEQL
2024	LEWIS ERIC C & KRISTI G	12/19/2024	3769904	33	238.05					DV EXEMPT	SCEQL
2024	MANESS MICHAEL WILLIAM	12/30/2024	3721500	34		6.14				DID NOT OWN KAYA	PPSLD
2024	MCDANIEL IRIS HARRIS	12/19/2024	3760332	12	387.38					SCE EXEMPT	SCEQL
2024	MCRAE STEVEN M	12/30/2024	3708581	12	971.25					BOER CLERICAL	BOER
2024	MILLER HOWARD KEITH	12/30/2024	3749789	41		12.27				DID NOT OWN JAN	PPSLD
2024	MILLER HOWARD KEITH	12/30/2024	3749790	41		17.65				DID NOT OWN JAN	PPSLD
2024	MILLER HOWARD KEITH	12/30/2024	3749791	41		3.81				DID NOT OWN JAN	PPSLD
2024	MOSER DWAYNE T	12/16/2024	3676166	31		20.94				DID NOT OWN JAN	PPSLD
2024	MOSER DWAYNE T	12/16/2024	3676167	31		20.08				DID NOT OWN JAN	PPSLD
2024	MOSER WILLIAM DREW	12/12/2024	3744320	12		25.63				LISTED ACCT 0718	DBLST

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2024	MOSS GAVIN MCKEITHAN	12/19/2024	3721383	13		128.08				SOLD	PPSLD
2024	MOSS GAVIN MCKEITHAN	12/19/2024	3721384	13		2.07				SOLD	PPSLD
2024	NELSON BRADLEY TRAVIS	12/30/2024	3705749	34		4.76				SOLD	PPSLD
2024	NELSON BRADLEY TRAVIS	12/30/2024	3705750	34		14.12				SOLD	PPSLD
2024	NORTON TANNER WAYNE	12/31/2024	3736265	33		55.15				DID NOT OWN JAN	PPSLD
2024	ODONNELL HUNTER LEE RAY	12/03/2024	3736239	35		25.55				SOLD	PPSLD
2024	PACHECO OSCAR M	1/02/2025	3759692	11		4.91				DID NOT OWN JAN	PPSLD
2024	PACHECO OSCAR M	1/02/2025	3759693	11		5.05				DID NOT OWN JAN	PPSLD
2024	PACHECO OSCAR M	1/02/2025	3759694	11		1.11				DID NOT OWN JAN	PPSLD
2024	PACHECO OSCAR MANUEL	1/02/2025	3682826	11		4.49				DID NOT OWN JAN	PPSLD
2024	PACHECO OSCAR MANUEL	1/02/2025	3683323	12		12.74				DID NOT OWN JAN	PPSLD
2024	PETTIFORD JOYCE RICHMOND	12/30/2024	3784835	12	446.30					SCE EXEMPT	SCEQL
2024	ROGERS SHIRLEY J	12/02/2024	3782757	12		11.40				DECEASED/ SOLD	PPSLD
2024	SEAMSTER MARIA M	1/08/2025	3782794	12	410.19					SCE EXEMPT	SCEQL
2024	SMITH CHRISTOPHER CAMERON	12/12/2024	3739345	33	401.91					BOER	BOER
2024	SMITH JARED ANTHONY JR	12/16/2024	3705489	12		1.38				DID NOT OWN JAN	PPSLD
2024	SMITH JARED ANTHONY JR	12/16/2024	3705490	12		2.41				DID NOT OWN JAN	PPSLD
2024	SMITH LINDA DONAHUE	12/12/2024	3738774	33	371.83					BOER	BOER
2024	SOOTOO SHEILA	1/08/2025	3743878	31		9.30				DID NOT OWN JAN	PPSLD
2024	SOOTOO SHEILA	1/08/2025	3743879	31		16.08				DID NOT OWN JAN	PPSLD
2024	SOOTOO STEVEN D	1/08/2025	3709665	31		46.37				DID NOT OWN JAN	PPSLD
2024	SPOON JEFF CLARENCE	12/11/2024	3682807	40		22.74				DID NOT OWN BT/M	PPSLD
2024	SPOON JEFF CLARENCE	12/11/2024	3682808	40		57.77				DID NOT OWN BT/M	PPSLD
2024	STAMPS BRIAN TERRY	12/31/2024	3752572	41		5.73				DID NOT OWN JAN	PPSLD
2024	STAMPS BRIAN TERRY	12/31/2024	3752573	41		1.66				DID NOT OWN JAN	PPSLD
2024	STAMPS BRIAN TERRY	12/31/2024	3752574	41		15.83				DID NOT OWN JAN	PPSLD
2024	STANDAFER GREGORY BRIAN	12/31/2024	3776874	46		27.32				SOLD	PPSLD
2024	STRIGO AMREN B	12/30/2024	3709545	31		52.90				DID NOT OWN JAN	PPSLD
2024	THOMAS MARK YANCEY JTW	12/31/2024	3711076	33		16.50				SOLD IN 2023	PPSLD
2024	TILLEY THOMAS WILLIAM	11/22/2024	3744067	45		152.21				LISTED IN ORANG	OCNTY
2024	TILLEY THOMAS WILLIAM	11/22/2024	3744068	45		55.56				LISTED IN ORANGE	OCNTY
2024	WALKER GILBERT NICKERSON	12/12/2024	3738591	33	401.86					BOER	BOER
2024	WARREN ROBERT COOLIDGE III	12/30/2024	3769652	41		10.03				DID NOT OWN JAN	PPSLD
2024	WARREN ROBERT COOLIDGE III	12/30/2024	3769653	41		21.22				DID NOT OWN JAN	PPSLD
2024	WEBB ROBERT H JR	12/11/2024	3685609	31		13.22				TREE FELL ON THE	PPVAL
2024	WILBORN LEWIS W	1/09/2025	3763896	43	3.03					SCE EXEMPT	SCEQL
2024	WILBORN LEWIS W	1/09/2025	3763897	16	540.62					SCE EXEMPT	SCEQL
2024	WILSON DAVID P REVOC FAMILY TR	1/08/2025	3716522	31	1289.16					SCE EXEMPT	SCEQL
** YEAR TOTALS **					9321.21	2452.77			15.00		
2025	ALVARADO MARIN MIRIAM ELIZABET	12/12/2024	3790998	34		1.22				MASS ABATEMENT B	BLMIN
2025	BEAGLE CHRISTIE FOWLER	12/12/2024	3791418	12		2.83				MASS ABATEMENT B	BLMIN
2025	BERRY EDDIE DANIEL	12/12/2024	3791244	14		2.47				MASS ABATEMENT B	BLMIN
2025	BLAYLOCK JAMES BERNIE	12/12/2024	3790955	36		2.97				MASS ABATEMENT B	BLMIN
2025	BOGGS DENNIS LEE	12/12/2024	3791392	40		2.06				MASS ABATEMENT B	BLMIN
2025	BRENA EUSTACIO RAMOS	12/12/2024	3791115	40		1.03				MASS ABATEMENT B	BLMIN
2025	BROTHERS SABRINA LYNN	12/12/2024	3791245	14		1.41				MASS ABATEMENT B	BLMIN
2025	BROWN STEPHEN LARAE	12/12/2024	3791267	44		2.27				MASS ABATEMENT B	BLMIN
2025	BUNTING GLENNICE THOMPS	12/12/2024	3791183	41		1.46				MASS ABATEMENT B	BLMIN
2025	CHANDLER DEBRA OAKLEY	12/12/2024	3791191	38		1.36				MASS ABATEMENT B	BLMIN
2025	CRAVEN AND COMPANY	12/12/2024	3790948	41		2.57				MASS ABATEMENT B	BLMIN

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2025	DAVID-SORTO WILMER JAVIER	12/12/2024	3791233	34		1.19				MASS ABATEMENT B	BLMIN
2025	DEARMON JAMES ROGER	12/12/2024	3791411	46		1.13				MASS ABATEMENT B	BLMIN
2025	DURHAM WANDA HASTINGS	12/12/2024	3791397	34		.98				MASS ABATEMENT B	BLMIN
2025	GRAVES KIMBERLY ANN	12/12/2024	3791388	45		2.02				MASS ABATEMENT B	BLMIN
2025	GWYNN LARRY WADDELL SR	12/12/2024	3791420	46		1.43				MASS ABATEMENT B	BLMIN
2025	HANSEN HOLLOWAY MELLINDA	12/12/2024	3790964	40		2.99				MASS ABATEMENT B	BLMIN
2025	HARRISON JAMES WADE	12/12/2024	3791360	12		.95				MASS ABATEMENT B	BLMIN
2025	HEFNER ELLEN ASHELY	12/04/2024	3790670	15		269.48				SENT TO GUILFORD	OCNTY
2025	HOPKINS JOSEPH RONALD	12/12/2024	3791204	12		1.87				MASS ABATEMENT B	BLMIN
2025	HORTON SAMUEL JOHN	12/12/2024	3790890	31		2.48				MASS ABATEMENT B	BLMIN
2025	HORTON SAMUEL JOHN	12/12/2024	3790891	31		2.08				MASS ABATEMENT B	BLMIN
2025	HURYSZ STEPHEN DEAN	12/12/2024	3791091	33		2.89				MASS ABATEMENT B	BLMIN
2025	HUTSON RUBY KNIGHTEN	12/12/2024	3791203	31		2.81				MASS ABATEMENT B	BLMIN
2025	JOOS CAROL ANNE	11/26/2024	3790630	33		23.07				REGISTERED IN AZ	NOBOC
2025	KISER DEBORAH PARRISH	12/12/2024	3791190	44		3.00				MASS ABATEMENT B	BLMIN
2025	LEATH DEXTER LAFERAL	12/12/2024	3791351	35		1.60				MASS ABATEMENT B	BLMIN
2025	LLOYD KIYA MICHELLE	12/12/2024	3791242	31		2.13				MASS ABATEMENT B	BLMIN
2025	LOFTIS FRANCES TERRY	12/12/2024	3790914	33		2.37				MASS ABATEMENT B	BLMIN
2025	LOVETT BOBBY GENE	12/12/2024	3791372	12		2.70				MASS ABATEMENT B	BLMIN
2025	MARTINEZ-LEIJA JOSE SANTIAGO	12/12/2024	3790889	12		2.56				MASS ABATEMENT B	BLMIN
2025	MCCORMICK RICHARD ALLEN	12/12/2024	3791406	34		2.41				MASS ABATEMENT B	BLMIN
2025	MCGUIRE JORDAN TYLER	12/12/2024	3791124	33		2.66				MASS ABATEMENT B	BLMIN
2025	MCVEY MICHEAL ROACH	12/12/2024	3790886	44		2.00				MASS ABATEMENT B	BLMIN
2025	MEJIA JOEL	12/12/2024	3791066	14		1.47				MASS ABATEMENT B	BLMIN
2025	MILES MICHAEL BERNARD	12/12/2024	3791059	34		2.21				MASS ABATEMENT B	BLMIN
2025	MOODY CHARLES JOSEPH	12/12/2024	3791347	40		.70				MASS ABATEMENT B	BLMIN
2025	MORALES MORALES JANELI BETZAH	12/12/2024	3791300	11		2.31				MASS ABATEMENT B	BLMIN
2025	PINACHO HERNANDEZ SHIRLEY KEIL	12/12/2024	3791208	12		1.34				MASS ABATEMENT B	BLMIN
2025	RECINOS OTTO JEOVANY	12/12/2024	3791041	33		1.77				MASS ABATEMENT B	BLMIN
2025	RICH THOMAS MILTON	12/12/2024	3791357	33		2.13				MASS ABATEMENT B	BLMIN
2025	RINKER MARK DAVID	11/26/2024	3790448	13		716.67				REGISTERED IN MI	NOBOC
2025	ROBERTSON STEVEN RAY	12/12/2024	3790904	41		2.21				MASS ABATEMENT B	BLMIN
2025	ROGERS CHRISTOPHER ANTHONY	12/12/2024	3791363	34		.46				MASS ABATEMENT B	BLMIN
2025	SAUER DANIEL LEWIS JR	12/12/2024	3791011	35		2.08				MASS ABATEMENT B	BLMIN
2025	SPENCER ASALYN NICOLE	12/12/2024	3791319	45		1.84				MASS ABATEMENT B	BLMIN
2025	STRADER BRENDA KAY	12/12/2024	3791313	34		2.00				MASS ABATEMENT B	BLMIN
2025	THOMAS ALEXANDER HARRISON	12/12/2024	3791168	40		1.28				MASS ABATEMENT B	BLMIN
2025	THRIFT LISA HANCOCK	12/12/2024	3791279	36		1.93				MASS ABATEMENT B	BLMIN
2025	WEATHERSPOON PATRICK BRANCH	1/02/2025	3791113	36		21.03				ADJUST VALUE	PPVAL
2025	WILLIAMS BONNIE CHRISTINE SHAW	12/12/2024	3791060	35		1.34				MASS ABATEMENT B	BLMIN
2025	WILLIAMS TERRY LYNN	12/12/2024	3790875	171		2.34				MASS ABATEMENT B	BLMIN
2025	WRIGHT JAMES NELSON III	12/12/2024	3791403	45		2.69				MASS ABATEMENT B	BLMIN
2025	ZEPEDA SOLIS CHRISTOPHER	12/12/2024	3791280	12		2.36				MASS ABATEMENT B	BLMIN

** YEAR TOTALS ** 1128.61

*** FINAL TOTALS *** 18173.94 6058.31 15.00

*** NORMAL END OF JOB ***

**MINUTES OF THE REGULAR MEETING OF THE ALAMANCE COUNTY BOARD
OF COMMISSIONERS FOR ALAMANCE COUNTY**

**October 7, 2024, 9:30 AM
Commissioners' Meeting Room
124 West Elm Street
Graham, NC 27253**

Board Members Present: Chairman John Paisley Jr
Vice-Chair Steve Carter
Commissioner William "Bill" T. Lashley
Commissioner Pamela Thompson
Commissioner Craig Turner

CALL TO ORDER - CHAIRMAN PAISLEY

INVOCATION AND PLEDGE OF ALLEGIANCE - COMMISSIONER TURNER

APPROVAL OF THE AGENDA

Moved by: Chairman Paisley

Seconded by: Vice-Chair Carter

Chairman Paisley, seconded by Vice-Chair Carter, moved to remove the following items from the agenda: Item 6c. Approval of Sale of Easements for DOT Right-of-Way, Item 6d. Tax Refunds & Releases, and Item 7c. Acceptance of Bid for Green Level Training Center/Sewer Project until a later date.

APPROVED AS AMENDED

PROCLAMATIONS

Domestic Violence Awareness Month Proclamation - Skye Sullivan, Director of the Alamance County Family Justice Center

Skye Sullivan, Director of the Alamance County Family Justice Center (FJC), introduced some of its agency partners that were in attendance: Elon Police Chief Kelly Blackwelder, Graham Police Chief Kristy Baker, Mebane Police Chief Mitch McKinney, Susan Watson, Executive Director of the Women's Resource Center, Paige Holloman, Voices Committee Chair, and LaTawnya Hall, Elder Abuse Services Coordinator. Ms. Sullivan recognized Linda Bruton,

Executive Director of Family Abuse Services, Miriam Torres, Director of Housing, Sheriff Terry Johnson, Major David Sykes, and interns Sydney Lisak and Hailey Parker. Ms. Sullivan read a proclamation recognizing the month of October as Domestic Violence Awareness Month.

PUBLIC COMMENTS

No public comment speakers.

CONSENT AGENDA

Moved by: Vice-Chair Carter

Seconded by: Commissioner Lashley

APPROVED AS AMENDED

Contracts for the Continued Use and Upkeep of 7500e consoles in Central Communications

APPROVAL OF MINUTES

Special Budget Work Session Minutes of June 12, 2024

Special Budget Work Session Minutes of June 14, 2024

Regular Minutes of August 5, 2024

BUDGET AMENDMENTS

Budget Amendment 4

Approval of Sale of Easements for DOT Right-of-Way

Removed from the consent agenda to a future meeting

TAX REFUNDS

Tax Refunds, Releases, and Extensions Sept 2024

Removed from the consent agenda to a future meeting

PRESENTATIONS/OTHER BUSINESS

Sheriff's Office Bailiff Staffing - Sheriff Terry Johnson

Sheriff Terry Johnson presented a request for six new bailiffs. He continued that as of January 2024, there were eight regular operating courts. In Spring 2024, that increased to twelve operating courts, additional magistrate courts, and H and I felonies courts. He indicated that staffing had become inadequate with vacations and sick leave. Sheriff Johnson noted that they have had to pull deputies off patrol and investigations to cover the needed bailiffs for courts when other bailiffs are off on vacation or sick leave. He explained that the January 2025 court

operations would have three additional courts, including the new fifth district court judge, the new drug court, and an additional H and I felony court. With fifteen operating courtrooms, Sheriff Johnson reported that left a shortage of bailiffs. He said it took about eight weeks to complete investigations on new hires. He indicated that, with the addition of six new bailiffs, they would have self-sufficient court operations and eliminate the need to pull personnel from other divisions of the Sheriff's Office.

Lieutenant Kyle McPherson explained the current process and how the increased number of operating courts has impacted finding enough bailiffs to fill these holes. He mentioned that he and his sergeant were running the courtrooms. He emphasized that it could become a security issue when they brought inmates over from the jail and needed two bailiffs in those courtrooms.

Sheriff Johnson said he was asking for six bailiffs; however, if the state team came in, they would say they needed more than six bailiffs.

Commissioner Thompson asked whether the bailiff shortage had been going on or was it due to the upcoming courthouse expansion project. Lieutenant McPherson answered that he took over the courts last December, which was one of the first problems he noticed. He has been trying to add more people to cover the shortages.

Captain Mantreese Dotson spoke about the sign-on bonus and its effectiveness in increasing interest in those vacant positions. She explained they had 70 vacancies in July and hired 14 people using the sign-on bonus. She said their office was receiving 30-40 applications per day. Captain Dotson mentioned that the Board had approved 20 hard-to-fill positions. She reported that 13 detention officers and one deputy are waiting to know if they will be offered the sign-on bonus.

Commissioner Lashley asked about the salaries for the six new bailiffs. Sheriff Johnson estimated about \$400,000. County Manager York said it was about \$450,000 with an annual salary of about \$51,000 per bailiff.

Vice-Chair Carter asked whether a budget amendment was needed. County Manager York answered yes, and the Board needed to determine where the funds would come from.

Chairman Paisley asked about the number of bailiffs classified as part-time and full-time. Lieutenant McPherson answered there were ten full-time and seven part-time with one of those retiring at the end of the year. Chairman Paisley clarified that the part-time bailiffs would not be eligible for the \$10,000 sign-on bonus. Sheriff Johnson said that part-time does not receive the sign-on bonus.

Chairman Paisley asked County Manager York if she had a recommendation. County Manager York suggested reclassifying 3 of the vacant detention officer positions so that no additional funding was added to that budget and the number of positions would not increase. She

emphasized that Sheriff Johnson was hesitant to do this because he did not want to lose those positions, and she could not guarantee that they would be restored in the next fiscal budget.

Commissioner Turner suggested hiring four new bailiffs and reclassifying two positions, and at budget, reassessing those two positions as a reclassification.

Sheriff Johnson sought clarification on whether the Board had approved the positions and the additional ten for the sign-on bonuses. He said his office was currently processing those fourteen people.

Moved by: Commissioner Turner

Seconded by: Chairman Paisley

Approval of the hiring of four new bailiffs and reclassifying two positions in the Sheriff's Office.

APPROVED UNANIMOUS

Moved by: Vice-Chair Carter

Seconded by: Commissioner Turner

Approval of the funding allocation for an additional ten more officers under the sign-on bonus program.

APPROVED UNANIMOUS

Acceptance of Bid for Green Level Training Center Water/Sewer Project - Brian Baker, Assistant County Manager

Removed from the Agenda to a future meeting

Resolution Authorizing the Use of Alternative Bidding Method - Brian Baker, Assistant County Manager

Brian Baker, Assistant County Manager, discussed the construction, delivery, and bidding methods. He thought the Elderly Services Building would be a good project for the design-build method. He explained that using the design-build, one company would be responsible for all the phases of this project. Mr. Baker expanded on the benefits of a design-build, which would hold one party accountable for completing this project. The design-build offered cost-certainty and quicker completion of the project without repeat bidding. He noted that the county was hurrying to complete this project and shift departments around. Mr. Baker said there was a set amount to complete this project, and the project could come under the \$5 million they have determined.

Mr. Baker said part of the first process was for the Board to approve the design-build method resolution. The second part of this process was to approve the design-build method for this project and define the specific criteria to evaluate this project.

Moved by: Commissioner Turner

Seconded by: Vice-Chair Carter

Approval of the resolution authorizing the use of the design-build method policy. The motion carried 4-1 with Chairman Paisley, Vice-Chair Carter, and Commissioners Lashley and Turner voting in favor. Commissioner Thompson opposed the motion.

APPROVED

Moved by: Commissioner Turner

Seconded by: Vice-Chair Carter

Approval selecting the design-build method for renovating the former Elderly Services Building located at 1946 Martin Street, Burlington. The motion carried 4-1 with Chairman Paisley, Vice-Chair Carter, and Commissioners Lashley and Turner voting in favor. Commissioner Thompson opposed the motion.

APPROVED

COUNTY MANAGER'S REPORT

County Manager York reported on Alamance County's efforts to assist those who Hurricane Helene impacted in the western part of North Carolina. She said 4 county employees had been deployed, three tractor-trailers were going up with supplies, and Sheriff's deputies had been deployed to Yancey County.

COMMISSIONERS' COMMENTS

Commissioner Thompson commented that Director LoGuidice was in McDowell County and had provided her with an update on the schools there. She said she had emailed Donald Reusse with Vaya and Debra Bechtel to check on them since they were in the western part of the state. She encouraged everyone to pray for people working in crisis situations. She said she wanted to hold a luncheon for the officers and everyone who worked to track down who was responsible for the threats of a school shooting at ABSS. She said she was told there was no budget for that. Commissioner Thompson said somebody had called her about folks entering a daycare beside the diversion center because they did not know which building was which. She wanted to ensure there was adequate signage for those people to know where to go so they would not go to the childcare center.

Commissioner Lashley announced the Sheriff's Office was holding a "Trunk or Treat" on Tuesday, October 29th. They were accepting donations of candy.

Vice-Chair Carter said he was going to comment about the proximity of the daycare and the Behavioral Health Center, but Commissioner Thompson had covered that. He asked about the

security at the diversion center. Sherry Hook, Deputy County Manager, answered that they were still working on it. She said they were utilizing the Sheriff's deputies right now while having conversations with the municipalities about using off-duty police officers.

Chairman Paisley explained the Behavioral Health Center to the audience.

*Commissioner Turner left the meeting at 10:47 am.

COUNTY ATTORNEY'S REPORT

11:00 a.m. County Attorney Stevens asked that the Board move into closed session pursuant to North Carolina General Statute 143-318.11 (a)(3), to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body. The attorney will advise the Board on ongoing legal matters, including the *In Re: National Prescription Opiate Litigation* (ND Ohio 1;17-md-2804) matter.

Further pursuant to North Carolina General Statute 143-318.11(a)(6), County Attorney Stevens asked the Board to move into closed session to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Chairman Paisley, seconded by Commissioner Lashley, moved to enter closed session. The motion carried without opposition.

The Board reconvened in open session at 12:17 p.m.

ADJOURNMENT

Vice-Chair Carter, seconded by Commissioner Lashley, moved to adjourn the meeting. The motion carried unanimously.

There being no further business to be brought before the Board, the meeting adjourned at 12:17 p.m.

John Paisley, Jr., Chairman

Alamance County Board of Commissioners

Tory M. Frink, Clerk to the Board

**MINUTES OF THE REGULAR MEETING OF THE ALAMANCE COUNTY BOARD
OF COMMISSIONERS FOR ALAMANCE COUNTY**

**October 21, 2024, 6:30 PM
Commissioners' Meeting Room
124 West Elm Street
Graham, NC 27253**

Board Members Present: Chairman John Paisley Jr
Vice-Chair Steve Carter
Commissioner William "Bill" T. Lashley
Commissioner Pamela Thompson
Commissioner Craig Turner

CALL TO ORDER - CHAIRMAN PAISLEY

INVOCATION AND PLEDGE OF ALLEGIANCE - COMMISSIONER TURNER

APPROVAL OF THE AGENDA

Moved by: Vice-Chair Carter

Seconded by: Commissioner Lashley

APPROVED UNANIMOUS

PUBLIC COMMENTS

Jose Molina, an ABSS parent, spoke that he had attended the July 15th meeting and that he was back to talk about the condition of the schools. He shared that he did his research and received reports on the conditions of some of the schools. Mr. Molina commented that the health department had rules and guidelines to follow. He mentioned that the health department staff were health experts, not building inspectors. Mr. Molina indicated that he had sent the Board photos of a clogged gutter at Andrews Elementary and broken steps leading from a school building to the bus lot. He asked the local and state governments to do better with the schools. He said taxpayers were paying and paying, but almost 23,000 students were still suffering.

Commissioners Responses

Chairman Paisley said Mr. Molina was right that the health department does school inspections but could not mandate the school system to make any corrections. He said that was left to the

school board and that the County Commissioners had no way of enforcing or making the school board do anything. He urged Mr. Molina to attend the next school board meeting and provide his comments to them.

Vice-Chair Carter asked Mr. Molina when he sent those photos. Mr. Molina said he sent them right before he came to the meeting. Vice-Chair Carter agreed with Chairman Paisley's comments.

Commissioner Thompson spoke about the paint job at Cummings being a cluster because the correct type of paint was not used, and that paint would peel. She said it was not done right and still not right. She commented that Graham High School and Cummings High School needed to be priorities, and they were often not.

Commissioner Lashley thanked Mr. Molina for coming to the meeting. He said the Board allocated over \$55 million to the school system this year to address those issues. He reiterated Chairman Paisley's comments about going to the school board and asking why the schools were that way.

Moved by: Commissioner Turner

Seconded by: Vice-Chair Carter

Made an exception to add Commissioners' Responses after the Public Comment Period for this meeting.

APPROVED UNANIMOUS

CONSENT AGENDA

Chairman Paisley said that item 5c was pulled from the last agenda because NCDOT had poorly written those easements, and the county could not execute them.

Chairman Paisley asked County Attorney Stevens if the NCDOT had corrected the improvements or revisions. County Attorney Stevens said he had spoken with the NCDOT contractor about the issues they had discussed. He commented that NCDOT had made some of the requested changes.

Chairman Paisley inquired if, with three rights of way, ingress, and egress, they did not have a legal description of the property for which the county was granted an easement.

County Attorney Stevens explained that NCDOT had its own way of drafting these documents that is different than what normally transpired in a land taking. They also have their own statutory framework for the process they have to undertake these takings. And so they have indicated to me in conversation this week that if the county chooses not to accept their formatting, they will not make changes on our behalf and will proceed with filing suit and taking the land.

Chairman Paisley said if they do that, then, under the procedure, they could take the land statutorily, and then the county would have hearings as to the valuation of the taking. County Attorney Stevens answered that was correct. Chairman Paisley asked if he thought doing that was in the county's best interest.

County Attorney Stevens offered that the county could rebut the assertion that the land is potentially for public use and public interest. He did not think they could make that argument successfully based on the land that is actually being acquired. He explained that the real argument they would have is for the value, and he said that based on the value the county was being paid, he thought the county was being paid fairly. He mentioned that any argument to the contrary would be difficult for them to make.

Chairman Paisley asked if County Attorney Stevens had confirmed with the state bar whether the drafters of the documents were not licensed attorneys.

County Attorney Stevens explained that NCDOT purports to have authority for their employees, who are non-attorney staff, to draft the deeds and the easements. Then they have attorneys with the Attorney General's Office who review documents. He said that he would not comment on whether or not their review was sufficient, but this is what the county was left with, and this was the only option.

Chairman Paisley said no one was arguing with the taking or the money being offered. He continued that the deeds were so poorly written and insufficient. He said that it must be in the county's best interest to go ahead and execute the deeds. County Attorney Stevens agreed.

Chairman Paisley said he would leave this on the consent agenda and approve it.

Moved by: Vice-Chair Carter

Seconded by: Commissioner Lashley

APPROVED UNANIMOUS

Grant Approval – Public Health

Update to Fire Prevention Code Ordinance

Approved the first reading of the updated Fire Prevention Code Ordinance.

Approval of Sale of Easements for DOT Right-of-Way

TAX REFUNDS

Tax Refunds, Releases, and Extensions Sept 2024

Approval of the tax refunds and releases; a copy of the tax refunds are set forth hereafter.

APPROVAL OF MINUTES

Regular Meeting Minutes of August 19, 2024

PRESENTATIONS/OTHER BUSINESS

No presentations or other business.

COUNTY ATTORNEY'S REPORT

No report given.

COUNTY MANAGER'S REPORT

County Manager York advised the Board that the financial report was included in the agenda packet, and Susan Evans was available to answer any questions.

Commissioner Lashley had a couple of questions about the financial reports.

June 2024 Investment Report

COMMISSIONERS' COMMENTS

Commissioner Thompson said she had spoken with Senator Galey about a resident's kudzu problem. She said she had received many calls about the traffic at Southeast High School and thanked Senator Galey for helping to get traffic lights out there. Commissioner Thompson shared that she had spoken with the local legislators about the traffic due to continuing accidents. She gave a massive shout-out to EMS, the fire department, and the life flight helicopter that showed up to an accident and worked as a team while she was judging a Halloween contest. She said Alamance County had the best that knew what they were doing.

Vice-Chair Carter said ACC had a fantastic nursing program, and the entire class of nurses passed their state exams. He shared that ACC was in the top 10% in the state and the country for two-year colleges. Vice-Chair Carter said they needed to build the Public Safety Training Center and work with ACC to connect the water and sewer.

Chairman Paisley announced that Meridian Waste held a community event that past Saturday. He said he agreed with the prayer for western North Carolina and that he had family with property in that area. Chairman Paisley noted some of the politics had gotten funny and mentioned a billboard that he was on that was supposed to be funny and sponsored by the Democratic Party.

ADJOURNMENT

Vice-Chair Carter, seconded by Commissioner Lashley, moved to adjourn the meeting. The motion carried unanimously.

There being no further business to be brought before the Board, the meeting adjourned at 7:00 PM.

John Paisley, Jr., Chairman

Alamance County Board of Commissioners

Tory M. Frink, Clerk to the Board

**MINUTES OF THE REGULAR MEETING OF THE ALAMANCE COUNTY BOARD
OF COMMISSIONERS FOR ALAMANCE COUNTY**

**November 4, 2024, 9:30 AM
Commissioners' Meeting Room
124 West Elm Street
Graham, NC 27253**

Board Members Absent: Chairman John Paisley Jr
Vice-Chair Steve Carter
Commissioner William "Bill" T. Lashley
Commissioner Pamela Thompson
Commissioner Craig Turner

CALL TO ORDER - CHAIRMAN PAISLEY

INVOCATION AND PLEDGE OF ALLEGIANCE - VICE-CHAIR CARTER

APPROVAL OF THE AGENDA

Moved by: Vice-Chair Carter

Seconded by: Commissioner Lashley

APPROVED UNANIMOUS

RECOGNITIONS

Presentation of FY 2024-2025 Distinguished Budget Presentation Award

Chairman Paisley and the Board recognized staff from the County Manager's Office, Budget and Management Services, and the Finance Department for preparing the annual budget. The county received the Government Finance Officers Association's Distinguished Budget Presentation Award for fiscal year 2024-25.

PUBLIC COMMENTS

Sheriff Terry Johnson praised the EMS Department for handling an automobile accident involving a Sheriff's deputy. He shared that his deputy was T-boned at 50 miles per hour in his patrol car on the side. He said the deputy was transported to Duke and was released yesterday. He reiterated that the EMS staff did an outstanding job. Sheriff Johnson said that was the service they provided for our citizens, and they did it for his officer.

CONSENT AGENDA

Moved by: Vice-Chair Carter

Seconded by: Commissioner Lashley

APPROVED UNANIMOUS

Update to Fire Prevention Code Ordinance – 2nd Reading

Approval of the second reading of the updated Fire Prevention Code Ordinance.

TAX REFUNDS

Tax Refunds and Releases Oct 2024

Approval of the tax refunds and releases; a copy of the tax refunds are set forth hereafter.

APPROVAL OF MINUTES

Regular Minutes of September 3, 2024

PRESENTATIONS/OTHER BUSINESS

BUDGET AMENDMENT - Rebecca Crawford, Budget & Management Services Director

Budget Amendment 5

Rebecca Crawford, Budget and Management Services Director, presented a budget amendment for approval. She indicated there were a few items for which they had added additional appropriation. She reviewed those briefly and then requested a final reallocation of our ARPA funding in preparation for that December 31st deadline. She said the first two items that impacted the general fund were: an additional award of \$140,113 for Alamance County Transportation Authority (ACTA), which included funds for the elderly and disabled transportation assistance program (EDTAP), employment transportation assistance program (EPML), and the rural general public program (RGP) that required a 10% match. That will be provided through active fair revenue with no batch in county general funds. The next item was a \$15,000 grant that was awarded from Camp Hope America, North Carolina, to the Family Justice Center. The funds will be used solely for Camp Hope-related program expenses, such as program fees, supplies, affiliation fees, and travel-related expenses. That grant did not require a county match. She reviewed the final reallocation of the American Rescue Plan Act funds (ARPA). Ms. Crawford said the county manager had set a goal to fully obligate and potentially expend those funds by the December 31, 2024, deadline. She said that is why they were bringing that item to that meeting.

Ms. Crawford explained that a couple of items brought to the Board in the most recent amendment were to supplant funds for purchasing replacement ambulances, paramedic vehicles,

and ambulance remounts. However, they found out that while those purchases did meet state and local procurement guidelines, they did not meet that higher level of federal procurement guidelines. She said this was all legal, but it did not meet that higher level to be eligible for ARPA supplanting. So they were recommending further supplanting EMS salaries and fringe from FY 2023-24, which would put those expenses that have already been incurred to be funded by ARPA rather than the county general fund. Ms. Crawford noted they had one other change to a previously reviewed and approved amendment, which was \$450,500, which would be spent towards the ACC public safety training center for water and sewer adjustments. Staff recently put out an RFP received, and no bidders were received. She said that while the county felt like this was an important project and wanted to move forward, it would most likely be more expedient to supplant those funds with county general funds and then increase the existing ACC capital project for the Public Safety Center. Ms. Crawford said staff wanted to move forward with the project by adding it to the existing project that ACC is performing. She offered to answer any questions.

Moved by: Chairman Paisley

Seconded by: Commissioner Turner

APPROVED UNANIMOUS

Combined Review Teams – Child Fatality and Prevention - Candice Gobble, Director of the Department of Social Services & Tony LoGiudice, Director of Public Health

Tony LoGiudice, Public Health Director, presented some session law changes regarding the Community Child Protection and Child Fatality Prevention Teams. He noted the change would merge the two teams together locally. Director LoGiudice provided some information on what each team did. The change in state law now required the County Commissioners to determine whether the local team would proceed as a single-county team or a multi-county team before January 1, 2025. Director LoGiudice recommended that the county function as a single-county team.

Moved by: Chairman Paisley

Seconded by: Vice-Chair Carter

Approval of the local team to proceed as a single-county team.

APPROVED UNANIMOUS

Employee Compensation: Market Study Presentation - Sarah Towne, Baker Tilly Consultant

Sarah Towne, the consulting manager with Baker-Tilly, presented the results for the second phase of the market study. She walked through the methodology and the results of phase two.

She continued that a lot of items go into determining compensation for employees. She said it starts very broadly and significantly, which is the organization's compensation philosophy, defining who your market is and what your position is in the market. Ms. Town advised that organizations will either take the lead, a lag, or a matching philosophy; the current compensation philosophy for Alamance County is a match. She commented that they looked at the market and determined the peer organizations; their goal is to match 100% at the midpoints or what they are doing regarding average salaries. She was hopeful that the county could potentially lead in the future. Ms. Towne reported that as they worked through the three phases of the market study. The county had taken a match compensation philosophy.

She said they look at the external competitiveness component, which is looking at an organization to an organization, which includes counties and local municipalities, as defined by Alamance County. They looked at the base pay rate of those peer organizations in those various positions year over year. She reminded the Board that the market study looks at external competitiveness. So, they are not looking at people in the roles or evaluating performance or any of those components. It is staying squarely focused on the external competitiveness of Alamance County salaries. She noted that they worked with the county during the market assessment to identify 15 peer organizations that were comparable and competitive. Ms. Towne reported that 118 positions, or 33%, were carried to the market as benchmark positions. She mentioned that they obtained market values for 94.1% of those positions. She said that Alamance County's labor cost for that year was 92.3 out of 100.

Ms. Towne said on average, the county was 4.2% above the market at the minimum, 1.8% above the market at the midpoint, and 0.1% above the market at the maximum. She provided some implementation scenarios: Option 1 would move employees to the minimum at a cost of \$126,000, and Option 2 would give credit to employees for their time in their position at a cost of \$336,000.

County Manager York explained that the county had budgeted \$400,000 for the Phase 2 implementation. If the Board decided on Option 2 with a January 1 implementation date, that would cost \$168,268 instead of the \$336,005. She asked for the Board's direction on which option they would like to implement on January 1. Chairman Paisley asked County Manager York for her recommendation. County Manager York recommended Option 2. She indicated that it was consistent with the Board had approved for Phase 1 for employees when they took into account years of service in the position. She noted that there may be some changes or adjustments between then and the implementation date, so she asked for authorization to spend up to \$200,000. County Manager York mentioned that was half of the amount they had budgeted, so there would still be savings going forward.

Moved by: Chairman Paisley

Seconded by: Commissioner Lashley

Approval of Option 2 authorizing up to \$200,000 for the implementation of Phase 2 of the Market Study.

APPROVED UNANIMOUS

COUNTY ATTORNEY'S REPORT

No report given.

COUNTY MANAGER'S REPORT

No report given.

COMMISSIONERS' COMMENTS

Commissioner Thompson said she had visited the diversion center while working with a young client and was met with nothing but professionalism. The children's unit and the 16-bed unit were not open, and she inquired when the entire center would be fully operating.

Commissioner Lashley reminded everyone about Election Day the following day and to get out and vote.

Vice-Chair Carter asked Sheriff Johnson for an update on the number of deputies hired. Sheriff Johnson said they were getting ready to swear in close to 20 detention officers and deputies.

ADJOURNMENT

Vice-Chair Carter, seconded by Commissioner Lashley, moved to adjourn the meeting. The motion carried unanimously.

There being no further business to be brought before the Board, the meeting adjourned at 11:19 A.M.

John Paisley, Jr., Chairman

Alamance County Board of Commissioners

Tory M. Frink, Clerk to the Board



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/9/2025

FROM: Rik Stevens

DEPT: County Attorney's Office

AGENDA TITLE: Shooting Range Ordinance

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Review and considered the proposed ordinance regulating the operation of shooting ranges, both private and commercial.

BACKGROUND/PURPOSE OF REQUEST:

Alamance County currently does not have an adopted ordinance regulating the operation of shooting ranges. N.C. Gen. Stat. § 153A-121 grants counties the authority to enact ordinances necessary to protect the health, safety, and welfare of their residents. This ordinance seeks to balance the desires and rights of firearms enthusiasts and the safety and needs of the community through the establishment of clear standards for the operation of shooting ranges in Alamance County.

Per N.C. Gen. Stat. § 153A-123, no ordinance that specifying criminal penalties may be enacted at a meeting in which it is first introduced. Therefore, this will be the first reading of the ordinance.

RECOMMENDATION:

Adopted proposed ordinance regulating the operation of shooting ranges.

ATTACHMENTS:

ALAMANCE COUNTY SHOOTING RANGE ORDINANCE

WHEREAS, the Alamance County Board of Commissioners recognizes the importance of maintaining public safety and the quality of life for its residents; and

WHEREAS, the use and operation of shooting ranges have the potential to create safety risks, noise disturbances, and environmental impacts if not properly regulated; and

WHEREAS, North Carolina General Statutes (N.C. Gen. Stat.) § 153A-121 grants counties the authority to enact ordinances necessary to protect the health, safety, and welfare of their residents; and

WHEREAS, N.C. Gen. Stat. § 153A-129 grants counties the authority to enact ordinances which regulate, restrict, or prohibit the discharge of firearms; and

WHEREAS, the Alamance County Board of Commissioners seeks to balance the interests of firearm enthusiasts, local residents, and the community at large by providing clear standards for the establishment and operation of shooting ranges;

NOW, THEREFORE, BE IT ORDAINED by the Alamance County Board of Commissioners as follows:

Section 1: Authority and Purpose

Pursuant to the authority granted under N.C. Gen. Stats. § 153A-121 and § 153A-129, this Ordinance is enacted to ensure the safety, welfare, and quality of life for residents of Alamance County. The enactment of this Ordinance does not constitute the endorsement of, the limitation of, or the prohibition of sport shooting ranges and facilities. This Ordinance does not, will not, and cannot infer or guarantee in any way that any person at or near a shooting range or facility will be safe from the discharge of firearms. Alamance County hereby expressly states that the establishment, construction, and safe operation of shooting ranges and facilities is the complete, total, and entire responsibility of the owner and/or operator of the shooting ranges. The facilities subject to this Ordinance and the safe use of a shooting range or facility is the sole responsibility of each user. This Ordinance is not intended to infringe upon any individual's rights to possess or carry firearms under state or federal law or to discharge a firearm in lawful self-defense.

Section 2: Definitions

For the purposes of this Ordinance, the following definitions apply:

1. **Shooting Range:** Any area, location, or facility designed or used for the discharge of firearms for practice, recreation, competition, or training, whether formal or informal, and regardless of whether it is owned or operated commercially or non-commercially.

2. **Recreational Shooting:** Any firearm shooting activity which takes place in an unincorporated area of Alamance County that is not expressly exempted in Section 3 of this Ordinance.
3. **Indoor Shooting Range:** A Shooting Range that is located inside a building, or enclosed on all sides, including a roof.
4. **Outdoor Shooting Range:** A temporary or permanent Shooting Range that is not fully-enclosed. This can be an open-air facility designed for shooting activities.
5. **Commercial Shooting Range:** A Shooting Range operated for in exchange for receiving money or in-kind value directly or indirectly from third parties to the owner and/or operator, including, but not limited to, membership fees, use fees, or event fees. Commercial Shooting Ranges may be owned or operated by individuals, for-profit entities, or non-profit entities.
6. **Occupied Building:** A building that is used by any person, at any time, for the purpose of dwelling within, residing within, or living within (such as a family home). Occupied Building also means any building or structure used as a business office where proprietors, building owners, or persons in operational control conduct a commercial act or operate a business for services, uses, goods, or commerce with the public. Occupied Building also means any building or structure used for religious (such as a church or house of worship), service (such as a non-profit organization), or governmental purposes.
7. **Backstop:** A barrier, either natural or manmade, that safely contains and prevents the escape of projectiles from a Shooting Range.
8. **Berm:** A raised earth structure, either natural or manmade, which is intended to act as a safety barrier to prevent the escape of projectiles from a Shooting Range.
9. **Firearm:** A handgun, shotgun, or rifle which expels a projectile by action of an explosion, including an antique firearm as defined in N.C. Gen. Stat. § 14- 409.11.
10. **Projectile:** Any bullet, shot, or other object propelled by a firearm.
11. **Escape:** Projectiles “escape” a Shooting Range when they leave the territorial limits of the real property on which the Shooting Range is situated.

Section 3: Applicability

This Ordinance applies to all Shooting Ranges located within the unincorporated areas of Alamance County. Exemptions are provided for those activities which are exempted under N.C. Gen. Stat. § 153A-129, as well as the following activities:

1. **Hunting Activities:** The discharge of firearms for lawful, bona fide hunting and pest control purposes is exempt from this Ordinance.
2. **Lawful Defense:** The discharge of a firearm in lawful defense of self or others is exempt.
3. **Temporary Shooting Activities:** Shooting activities hosted by or on behalf of charities and lasting less than 72 consecutive hours (such as turkey shoots or similar events) are exempt.
4. **Law Enforcement Training:** Firearm training conducted by or for law enforcement agencies is exempt.
5. **Other Exemptions:** Shooting Ranges within municipal boundaries are excluded unless this Ordinance is expressly adopted by the municipality.

Section 4: Design and Construction Standards for all Shooting Ranges

1. **Safety Features:** All Shooting Ranges shall have or be equipped with backstops, berms, or some other manmade or natural physical barrier designed to prevent the escape of projectiles and to contain projectiles from the caliber(s) of firearm(s) being discharged. Where the geographic features of land are sufficient to prevent the escape of projectiles, no manmade barriers need be erected.
2. **Setback Distances:**
 - a. Outdoor Shooting Ranges must be located at least 300 feet from any Occupied Building not owned or leased by the Shooting Range's owner or operator. All Recreational Shooting should only be undertaken on Outdoor Shooting Ranges meeting this requirement.
 - b. A minimum distance of 100 feet must be maintained between any area of an Outdoor Shooting Range where live fire occurs and any property boundary line.

Section 5: Commercial Shooting Ranges

1. **Registration Requirement:** All Commercial Shooting Ranges must register with the Alamance County Planning Department prior to operation and whenever a Shooting Range is subject to significant repairs or replacement. This registration requirement is intended only to create a comprehensive listing of Commercial Shooting Range locations within the county, not to serve as a permitting or credentialing process for Shooting Ranges. Adherence to adequate safety standards and published "best practices" is encouraged.
2. **Registration Process:** On a form generated by the County for this purpose, each Commercial Shooting Range should:
 - a. Submit the name, address, type, and date of initial operation of the Shooting Range.

- b. Provide a general description of the Shooting Range, including its layout, design, and a copy of adopted range safety plans.
 - c. Provide a copy of the Shooting Range's most-recently filed articles of incorporation or organization with the North Carolina Secretary of State.
 - d. Provide evidence of the insurance policy required by this Section.
 - e. Include telephone, mailing address and, if available, email contact information for the owner and operator of the Shooting Range.
3. **Renewal:** Commercial Shooting Ranges must update this information with the Alamance County Planning Department on an annual basis. If ownership or operational control of the Shooting Range changes, a new registration should be filed within thirty (30) days of such change.
4. **Fees:** An initial registration fee, set at \$50, must be submitted with the registration form. The fee for annual renewal is set at \$25. These fees are subject to periodic review and adjustment by the Board of Commissioners to reflect administrative costs.
5. **Additional Requirements for Commercial Shooting Ranges:**
- a. Fencing which is adequate to prevent unauthorized access must enclose the live fire area of Commercial Shooting Ranges.
 - b. Adequate signage should also be posted at 100 foot intervals to indicate that the Commercial Shooting Range is a live fire area.
 - c. A qualified range officer employed or contracted by the Shooting Range must be present during all shooting activities at Commercial Shooting Ranges to ensure compliance with safety protocols.
 - d. Each Commercial Shooting Range shall be required to carry a minimum of one million dollars (\$1,000,000.00), per occurrence, of liability insurance. Such liability insurance shall provide coverage for personal injury, death or property damage caused by shooting activities on the Shooting Range. The County shall be notified of any policy changes or lapses in coverage. A Commercial Shooting Range shall not operate without insurance in force.

Section 6: Noise

Shooting Range operators and shooters are encouraged to be mindful of the character and setting of their Shooting Range, as well as the effect that noise from use of the Shooting Range may have on others nearby.

1. **No preemption of State law:** This ordinance is not intended to, and does not, preempt any statutory exemption from enforcement of any County Noise Ordinance under N.C. Gen. Stat. § 14-409.46.
2. **No preemption of County Noise Ordinance:** This ordinance is not intended to preempt or replace any County Noise Ordinance. Any enforcement for violations of the Noise Ordinance may be in addition to, and not in lieu of, enforcement for violations of this Ordinance.

Section 7: Safety Standards

1. **Prohibited Times:** Recreational Shooting activities regulated by this Ordinance are permitted on Outdoor Shooting Ranges only between 9:00 AM and 8:00 PM, Monday through Saturday, and from 12:00 PM (noon) to 8:00 PM on Sundays.
2. **Reckless Discharge:** No person may discharge a firearm carelessly or recklessly in disregard for the safety of others. Such carelessness or recklessness is presumed if the discharging person is under the influence of alcohol or any other impairing substance. As used in this paragraph, “under the influence” and “impairing substance” are to be construed as defined in N.C. Gen. Stat. § 20-4.01 (14a) and (48b).
3. **Accountability for Projectiles:** No person may willfully discharge a firearm in any manner that causes or allows the projectile to escape the property on which it is discharged.
4. **Willful Allowance Prohibited:** No person or entity may willfully allow another person, while on property owned, leased, or controlled by that person or entity, to discharge a firearm in violation of this Ordinance.

Section 8: Enforcement and Penalties

1. **Civil Penalties:**
 - a. County officials may conduct inspections to ensure compliance with this Ordinance, pursuant to the authority granted under N.C. Gen. Stats. § 153A-121 and § 153A-123, and any otherwise-applicable federal, state, or local laws.
 - b. Violations of any portion of this Ordinance may result in civil penalties not exceeding \$500 per violation, with each day of continued noncompliance constituting a separate violation.
 - c. All assessed penalties may be recovered in any manner authorized by law and, if not paid within 30 days, may be recovered in the nature of debt.
2. **Criminal Penalties:**

Any willful violation of any portion of Section 7 of this Ordinance shall constitute a Class 3 misdemeanor, punishable by a fine of up to \$500 and/or imprisonment for up to 30 days, as provided under N.C. Gen. Stat. § 14-4.

Section 9: Compliance Grace Period

Shooting Ranges must comply with all applicable portions of this Ordinance within ninety (90) days of the Ordinance's effective date.

Section 10: Severability Clause

This Ordinance is expressly adopted under the County's authority under N.C. Gen. Stats. § 153A-121 and § 153A-129 and is intended to supplement, not to countermand, N.C. Gen. Stat. § 14-409.40, 14-409.46 or any other applicable state or federal laws which regulate the possession or discharge of firearms and shooting ranges. If any provision of this Ordinance is found to be invalid by any court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

Approved by the Alamance County Board of Commissioners on January 21, 2025 and ratified and adopted this, the ____ day of _____, 2025.

John P. Paisley, Jr., Chairman
Alamance County Board of Commissioners

ATTEST: _____
Tory Frink, Clerk to the Board



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 12/30/2024

FROM: Matthew Hoagland

DEPT: Planning

AGENDA TITLE: Planning Board Member Appointment

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Consideration of an individual to appoint to the Planning Board of these 6 applicants who are currently eligible, including Townships represented: Natalie Thacker (Graham), Jeffrey Stevens (Melville), Brandon Martin (Boone Station), Anthony Pierce (Melville), John “Mac” Jordan, Jr. (Thompson) and Max Morgan (Melville). There is only one vacancy to be filled.

BACKGROUND/PURPOSE OF REQUEST:

One vacancy remains after Planning Board appointments were made during the December 16, 2024 meeting due to one appointee turning down their appointment after the fact. Planning Board members serve three-year terms and may not serve more than two consecutive terms. This appointee’s term will expire on December 31, 2027. UDO Article 2, Section 2.1.2 requires that no more than two Planning Board members represent a single township.

Current Planning Board members and their townships are as follows:

1. Rodney Cheek – Newlin Township
2. Lee Isley – Patterson Township
3. Amie Perkins – Haw River Township
4. Henry Vines, Jr. – Patterson Township
5. Ernest “Smoky” Bare – Morton Township
6. Stephen Dodson – Pleasant Grove Township
7. Henry Chandler – Faucette Township
8. Richard “Tom” King – Melville Township

RECOMMENDATION:

Fill one vacancy from the five eligible applicants.

ATTACHMENTS: Planning Board applicants as of January 2025



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/21/2025

DATE SUBMITTED: 1/10/2025

FROM: Rik Stevens

DEPT: County Attorney's Office

AGENDA TITLE: Resolution Regarding Tax Delinquency

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

Review the proposed resolution regarding appointed board and committee members and tax delinquency.

BACKGROUND/PURPOSE OF REQUEST:

In accordance with N.C. Gen. Stat. § 153A-25, the Alamance County Board of Commissioners has the authority to fix qualifications for its appointed board and committee members. This resolution is intended to provide consistency and clarification of policy for those County boards and committees members regarding the timely payment of local property taxes.

RECOMMENDATION:

Approve and adopt resolution.

ATTACHMENTS:

**RESOLUTION OF THE ALAMANCE COUNTY
BOARD OF COMMISSIONERS REGARDING PROPERTY TAX DELINQUENCY
OF APPOINTED BOARD AND COMMITTEE MEMBERS**

WHEREAS, Alamance County has many volunteer boards and committees which provide valuable service to the County and its residents by providing guidance and expertise on specific policy areas or topics; and

WHEREAS, in accordance with N.C. Gen. Stat. § 153A-25, the Alamance County Board of Commissioners has the authority to fix qualifications for its appointed board and committee members, and

WHEREAS, the Alamance County Board of Commissioners wishes to clarify qualifications related to the timely payment of local property taxes by members of its appointed boards and committee members. This resolution is intended to provide consistency and clarification of policy for those County boards and committees whose members are appointed by the Alamance County Board of Commissioners and whose membership is not mandated by state or federal law; and

WHEREAS, the Alamance County Board of Commissioners shall apply these requirements to all current and future appointed board and committee members.

NOW, THEREFORE, BE IT HEREBY RESOLVED as follows:

1. That all appointed board members must be current on the payment of all owed Alamance County (and other municipal local government-imposed property taxes) on all properties owned, in whole or in part, by the board member in Alamance County at the time of the member's appointment and throughout the member's time of membership on an appointed board.
2. That members of an appointed board who are found to be delinquent on their owed Alamance County or other local government property taxes at any point during the member's term of service are subject to immediate discharge from the member's

appointment (unless the member can show satisfactory evidence of compliance with a structured payment arrangement with the local government to repay the delinquent taxes).

3. That this Resolution shall take effect as to any newly-appointed board member upon the date it is passed and will be effective as to each currently-serving appointed board member thirty (30) days from the passage of this Resolution.

Resolved, this 21st day of January 2025, by the Alamance County Board of Commissioners at its regular meeting of this date.

John. P. Paisley, Chair

Alamance County Board of Commissioners

Attest:

Tory Frink, Clerk to the Board



Alamance County Board of Commissioners

ACTION ITEM AGENDA ITEM

MEETING DATE: 1/20/2025

DATE SUBMITTED: 1/3/2025

FROM: Brian Baker

DEPT: County Manager's Office

AGENDA TITLE: Approval of Design-Build Contract for Elderly Services Building Renovation

TO: Alamance County Board of Commissioners

ISSUE/ACTION REQUESTED:

This item seeks approval of a design-build contract with Bobbitt Construction for the renovation of the former Elderly Services Building on 1946 Martin Street. The building will be renovated to house the Development Services Center. Bobbitt construction was chosen from a total of seven companies submitting proposals.

BACKGROUND/PURPOSE OF REQUEST:

RECOMMENDATION:

Approve the design-build contract with Bobbitt Construction

ATTACHMENTS:



AIA® Document A141® – 2014

Standard Form of Agreement Between Owner and Design-Builder

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Alamance County
124 W. Elm Street
Graham, NC 27253

and the Design-Builder:
(Name, legal status, address and other information)

Bobbitt Construction, Inc.
2400 Weston Parkway
Cary, North Carolina 27513
North Carolina General Contractors License Number 3673

for the following Project:
(Name, location and detailed description)

Development Services Center Building Renovation
1946 Martin Street
Burlington, NC

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	COMPENSATION AND PROGRESS PAYMENTS
3	GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT
4	WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT
5	WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT
6	CHANGES IN THE WORK
7	OWNER'S RESPONSIBILITIES
8	TIME
9	PAYMENT APPLICATIONS AND PROJECT COMPLETION
10	PROTECTION OF PERSONS AND PROPERTY
11	UNCOVERING AND CORRECTION OF WORK
12	COPYRIGHTS AND LICENSES
13	TERMINATION OR SUSPENSION
14	CLAIMS AND DISPUTE RESOLUTION
15	MISCELLANEOUS PROVISIONS
16	SCOPE OF THE AGREEMENT

TABLE OF EXHIBITS

A	DESIGN-BUILD AMENDMENT
B	INSURANCE AND BONDS
C	SUSTAINABLE PROJECTS

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate.)

§ 1.1.1 The Owner's program for the Project:

(Set forth the program, identify documentation in which the program is set forth, or state the manner in which the program will be developed.)

Renovate the existing Elderly Services Center to serve as a shared location for the Alamance County Planning Department, Inspection Department, GIS Department and Environmental Health Department

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§ 1.1.2 The Owner’s design requirements for the Project and related documentation:
(Identify below, or in an attached exhibit, the documentation that contains the Owner’s design requirements, including any performance specifications for the Project.)

Request for Qualifications document issued by Alamance County on November 8, 2024. Bobbitt response to the Request for Qualifications document submitted on December 12, 2024.

§ 1.1.3 The Project’s physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Refer to request for Qualifications document issued by Alamance County on November 8, 2024.

§ 1.1.4 The Owner’s anticipated Sustainable Objective for the Project, if any:
(Identify the Owner’s Sustainable Objective for the Project such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141™–2014, Exhibit C, Sustainable Projects, into this Agreement to define the terms, conditions and Work related to the Owner’s Sustainable Objective.)

Not Applicable

§ 1.1.5 Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder’s services, are as follows:
(Identify incentive programs the Owner intends to pursue for the Project and deadlines for submitting or applying for the incentive programs.)

Not Applicable

§ 1.1.6 The Owner’s budget for the Work to be provided by the Design-Builder is set forth below:
(Provide total for Owner’s budget, and if known, a line item breakdown of costs.)

\$4,800,000 (Four Million Eight Hundred Thousand and 00/100) which includes preconstruction/design services, construction management fees, overhead, and markups.

§ 1.1.7 The Owner’s design and construction milestone dates:

.1 Design phase milestone dates:

.2 Submission of Design-Builder Proposal:

.3 Phased completion dates:

.4 Substantial Completion date:

To be determined upon completion of plans and receipt of permit and identified in the Exhibit A.

.5 Other milestone dates:

§ 1.1.8 The Owner requires the Design-Builder to retain the following Architect, Consultants and Contractors at the Design-Builder's cost:
(List name, legal status, address and other information.)

.1 Architect

Bobbitt A &E, PLLC
2400 Weston Parkway
Cary, NC 27513

.2 Consultants

CPL
400 Bellemeade Street, Suite 401
Greensboro, NC 27401

.3 Contractors

Not Applicable

§ 1.1.9 Additional Owner's Criteria upon which the Agreement is based:
(Identify special characteristics or needs of the Project not identified elsewhere, such as historic preservation requirements.)

Not Applicable

§ 1.1.10 The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 1.1.10.1 If Design-Builder is or becomes aware that the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

§ 1.1.11 If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

(Paragraph deleted)

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address and other information.)

Brian Baker
Assistant County Manager
Alamance County
124 W. Elm St
Graham, NC 27253

§ 1.2.2 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
(List name, address and other information.)

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§ 1.2.3 The Owner will retain the following consultants and separate contractors:
(List discipline, scope of work, and, if known, identify by name and address.)

§ 1.2.4 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

David Witzel
Project Developer
2579 Eric Lane, Suite M
Burlington, NC 27215

§ 1.2.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party.

§ 1.3 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 14.3, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Design-Builder do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- Arbitration pursuant to Section 14.4
- Litigation in a court of competent jurisdiction
- Other: (Specify)

§ 1.4 Definitions

§ 1.4.1 **Design-Build Documents.** The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive.

§ 1.4.2 **The Contract.** The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.3 **The Work.** The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

§ 1.4.4 The Project. The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

§ 1.4.5 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

§ 1.4.6 Submittal. A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

§ 1.4.7 Owner. The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.8 Design-Builder. The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

§ 1.4.9 Consultant. A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

§ 1.4.10 Architect. The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

§ 1.4.11 Contractor. A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

§ 1.4.12 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is clearly marked as "confidential."

§ 1.4.13 Contract Time. Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, as set forth in the Design-Build Amendment for Substantial Completion of the Work.

§ 1.4.14 Day. The term "day" as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.15 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as identified in Article A.1 of the Design-Build Amendment.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Performed Prior To Execution of Design-Build Amendment

§ 2.1.1 Unless otherwise agreed, payments for Work performed prior to Execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, including compensation for any Sustainability Services, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

Schematic Design	\$103,148.00
Design Development	\$229,583.00
Construction Documents	\$136,435.00
Construction Administration	\$46,574.00

These lump sum costs include:

- Four (4) months of design
- Four (4) estimates
- One (1) round of value engineering at schematic design
- Weekly job progress meetings
- Matterport scans
- Existing building condition survey (excluding hazardous materials and soil reports)

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per the attached Bobbitt Rate Sheet

Individual or Position	Rate
See Attached Rate Sheet	See attached Rate Sheet

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder’s Architect, Consultants, and Contractors, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 All taxes levied on professional services and on reimbursable expenses; and
- .9 Other Project-related expenditures, if authorized in advance by the Owner.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder’s Architect, Consultants and Contractors incurred, plus an administrative fee of Ten percent (10 %) of the expenses incurred.

§ 2.1.4 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder’s invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.
(Insert rate of monthly or annual interest agreed upon.)

Prime Rate plus two percent (2%) as calculated by The Wall Street Journal on a daily basis.

§ 2.1.4.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

§ 2.2 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment

For the Design-Builder’s performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum in current funds as agreed in the Design-Build Amendment.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

§ 3.1.3.1 The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.3.2 Neither the Design-Builder nor any Contractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

§ 3.1.4 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

§ 3.1.5 **General Consultation.** The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.6 When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals. The Owner understands and agrees that the services of the Design-Builder's Architect and the Design-Builder's other Consultants are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder.

§ 3.1.7 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

§ 3.1.8 Progress Reports

§ 3.1.8.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Responses to requests for information to be provided by the Owner;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner;
- .9 Status of Claims previously submitted in accordance with Article 14;
- .10 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .11 Current Project cash-flow and forecast reports; and
- .12 Additional information as agreed to by the Owner and Design-Builder.

§ 3.1.8.2 In addition, where the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

- .1 Design-Builder's work force report;
- .2 Equipment utilization report; and
- .3 Cost summary, comparing actual costs to updated cost estimates.

§ 3.1.9 Design-Builder's Schedules

§ 3.1.9.1 The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information a schedule for the Work. The schedule, including the time required for design and construction, shall not exceed time limits current under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.9.2 The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner.

§ 3.1.10 **Certifications.** Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Consultants, and Contractors, and furnish to the Owner, certifications with respect to the documents and services provided by the Architect, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 3.1.11 Design-Builder's Submittals

§ 3.1.11.1 Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in Section 3.1.9.1, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of Submittals.

§ 3.1.11.2 By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

§ 3.1.11.3 The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

§ 3.1.11.4 The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

§ 3.1.11.5 All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The

Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

§ 3.1.12 Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be as specified in the Design-Build Documents and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the Work, for a period of one (1) year following Substantial Completion, will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.12.1 Design-Builder's warranty expressly excludes materials, equipment or systems that are specified or selected for the Project or which are covered by a manufacturer or supplier warranty, including items specified by manufacturer, model number, catalog number, trade name, grade or quality, or similar identification, or which are supplied by the Owner, and such materials, equipment, and systems shall be covered exclusively by the applicable manufacturer or supplier warranty (which, to the extent possible, shall be assigned to Owner upon payment therefor). Design-Builder does not separately warrant or guarantee such materials, equipment, or systems and shall not be responsible for the performance, useful life, function, or fitness of such materials, equipment or systems, except to the extent that coverage is excluded because of Design-Builder's failure to install in conformance with the Design-Build Documents. To the extent that manufacturer or supplier warranties provide for material or equipment replacement only, Owner shall be responsible for costs of labor and installation except to the extent that the replacement of such equipment is required because of Design-Builder's failure to install in conformance with the Design-Build Documents.

§ 3.1.12.2 Except in the event of an emergency, prior to commencing any alteration or disturbance of any portion of the Work to which a claim is made under the warranty or otherwise commencing any formal dispute resolution proceeding (which in the event a proceeding has been commenced prior to discovery of a claim shall be stayed pending fulfillment of this section), Owner shall provide written notice to Design-Builder within 14 days of discovery of any items of the Work that Owner identifies as failing to conform to the requirements of the warranty. Upon receipt of notice, Design-Builder shall be provided thirty (30) days to perform an inspection of the items and may commence remedy or repair of the claim. Design-Builder's right to inspect and commence and complete remedy or cure shall be for Design-Builder's benefit and to mitigate the costs of any repairs. Design-Builder's undertaking of any inspection or work to remedy or cure, shall not be deemed an admission or acceptance of liability with respect to any claim, and shall not be deemed a waiver of any rights or defense with respect to Owner's warranty claim.

§ 3.1.12.3 No Other Items Warranties. EXCEPT FOR THE WARRANTY PROVIDED IN THIS SECTION, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, USE, HABITABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY STATUTORY WARRANTIES SHALL APPLY TO THE WORK AND THE OWNER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

§ 3.1.14.2 The indemnification obligation under this Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause, pursuant to Sections 13.1.4 or 13.2.2, and only for those agreements that the Owner accepts by written notification to the Design-Builder and the Architect, Consultants, and Contractors whose agreements are accepted for assignment; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon such assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Exhibit B.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

§ 4.2.2 After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include

- .1 allocations of program functions, detailing each function and their square foot areas;
- .2 a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
- .3 a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and dates of periodic design review sessions with the Owner; and
- .4 the following:
(List additional information, if any, to be included in the Design-Builder's written report.)

Not Applicable

§ 4.2.3 The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Preliminary Design as described in Section 4.3. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.3, the Design-Builder shall prepare and submit a Preliminary Design to the Owner. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

- .1 Confirmation of the allocations of program functions;
- .2 Site plan;
- .3 Building plans, sections and elevations;
- .4 Structural system;
- .5 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and
- .6 Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

- .1 A list of the Preliminary Design documents and other information, including the Design-Builder's clarifications, assumptions and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
- .2 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- .3 The proposed date the Design-Builder shall achieve Substantial Completion;
- .4 An enumeration of any qualifications and exclusions, if applicable;
- .5 A list of the Design-Builder's key personnel, Contractors and suppliers; and
- .6 The date on which the Design-Builder's Proposal expires.

§ 4.4.2 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

§ 4.4.3 If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of their agreement.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner for the Owner's information. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction

§ 5.2.1 **Commencement.** Except as permitted in Section 5.2.2, construction shall not commence prior to execution of the Design-Build Amendment.

§ 5.2.2 If the Owner and Design-Builder agree in writing, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal.

§ 5.2.3 The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Design-Build Documents give other specific instructions concerning these matters.

§ 5.2.4 The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 5.3 Labor and Materials

§ 5.3.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

§ 5.3.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article 6.

§ 5.3.3 The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 5.4 Taxes

The Design-Builder shall pay sales, consumer, use, import taxes or tariffs, and similar taxes, for the Work provided by the Design-Builder, that are legally enacted as of the date of the Agreement; Owner shall be responsible for any such taxes, and any cost impact of such taxes on the Work, enacted after the date of the Agreement.

§ 5.5 Permits, Fees, Notices and Compliance with Laws

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

§ 5.5.2 The Design-Builder shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, applicable to performance of the Work.

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents, (2) changed physical conditions that differ materially from those originally existing at the Project site or indicated in the Design-Build Documents, including changes in field and soil conditions or site access due to weather or otherwise, or (3) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

§ 5.5.4 If, in the course of the Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 14.

§ 5.6 Allowances

§ 5.6.1 The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection.

§ 5.6.2 Unless otherwise provided in the Design-Build Documents,

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site, labor and installation costs, and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for ordinary unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under Section 5.6.2.2, and Design-Builder's Fee (if applicable).

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection, and pursuant to any reasonable schedule set by the Design-Builder. Design-Builder makes no warranty or guaranty regarding the sufficiency of any amount budgeted for any allowance or contingency identified for the Work.

§ 5.7 Key Personnel, Contractors and Suppliers

§ 5.7.1 The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has made reasonable and timely objection.

§ 5.7.2 If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor or supplier. The Owner may reply within 14 days to the Design-Builder in writing, stating (1) whether the Owner has reasonable objection to the proposed personnel, Contractor or supplier or (2) that the Owner requires

additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3 Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within 14 days to the Design-Builder in writing stating (1) whether the Owner has reasonable objection to any such proposed person or entity or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.7.3.1 If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required.

§ 5.8 Documents and Submittals at the Site

The Design-Builder shall maintain at the site for the Owner one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.10.2 as a record of the Work as constructed.

§ 5.9 Use of Site

The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

§ 5.10 Cutting and Patching

The Design-Builder shall not cut, patch or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

§ 5.11 Cleaning Up

§ 5.11.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Design-Builder shall remove waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 5.11.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.12 Access to Work

The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site.

§ 5.13 Construction by Owner or by Separate Contractors

§ 5.13.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 5.13.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces; and to award separate contracts in connection with other portions of the Project, or other construction or operations on the site, under terms and conditions identical or substantially similar to this Contract, including those terms and conditions related to insurance and waiver of subrogation. The Owner shall notify the Design-Builder

promptly after execution of any separate contract. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall make a Claim as provided in Article 14.

§ 5.13.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Design-Builder" in the Design-Build Documents in each case shall mean the individual or entity that executes each separate agreement with the Owner.

§ 5.13.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces, and of each separate contractor, with the Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder, separate contractors and the Owner until subsequently revised.

§ 5.13.1.4 Unless otherwise provided in the Design-Build Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or separate contractors, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, that apply to the Design-Builder under the Contract.

§ 5.14 Mutual Responsibility

§ 5.14.1 The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall not constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work. Notwithstanding the foregoing, the Design-Builder shall not be responsible for discrepancies or defects in the construction or operation of the Owner or its separate contractors.

§ 5.14.3 The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 5.14.4 The Design-Builder shall promptly remedy damage the Design-Builder wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 5.14.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design-Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument signed by the Owner and Design-Builder stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time. The Owner may by Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time being adjusted accordingly.

§ 6.3.2 A Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 6.3.3 If the Change Directive results in an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Design-Build Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 6.3.7.

§ 6.3.4 If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices shall be equitably adjusted.

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the adjustment shall be on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional services at Design-Builder's personnel rates stated in the Agreement;
- .2 Costs of labor, including social security, unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

- .3 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .4 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Design-Builder or others;
- .5 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .6 Additional costs of supervision and field office personnel directly attributable to the change.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 14.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 The Owner shall designate in writing a representative or representatives who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. During the Project, the Owner shall provide Design-Builder with written notice if ownership of the property upon which the Project is being performed changes.

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control, including all easements, rights of way or other encumbrances affecting or limiting the use of the Project site, including adjacent roads or means of access thereto.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, use permits, special use permits and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses and inspections.

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

§ 7.2.6 If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

§ 7.2.7 Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder. If Owner fails to provide such evidence, as required, within fourteen days of Design-Builder's request, Design-Builder may immediately stop the Work and, in that event, shall notify Owner that the Work has stopped. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.8 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

§ 7.2.9 Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

§ 7.2.10 The Owner shall purchase and maintain insurance as set forth in Exhibit B.

§ 7.2.11 Upon Design-Builder's request, Owner shall participate in meetings during the Project as frequently as weekly, to review the status of completion of the Work, including identifying and resolving any pending Submittals, Owner's selections, requests for Change Orders, Requests for Information (RFI's) and to review requests for changes, if any, in the Project Schedule.

§ 7.3 Submittals

§ 7.3.1 The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details, such as dimensions and quantities; or for substantiating instructions for installation or performance of equipment or systems; or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Owner's judgment to permit adequate review. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.11, 3.1.12, and 5.2.3. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 7.3.2 Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

§ 7.4 Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make on-site inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

§ 7.5 The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner shall not have control over or charge of, and will not be responsible for acts or omissions of the Design-Builder, Architect, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

§ 7.6 The Owner has the authority to reject Work that does not conform to the Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work in accordance with Section 15.5.2, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 7.7 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.8 Owner's Right to Stop Work

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner, following written notice to Design-Builder and reasonable opportunity to cure, may issue a written order to the Design-Builder to stop the Work in the affected areas, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

§ 7.9 Owner's Right to Carry Out the Work

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a fourteen-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

§ 8.1.3 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, pandemics, unusual delay in deliveries, unavailable or discontinued materials,

unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as required to account for such delay in the progress of the Project and Design-Builder shall be entitled to an increase in the Contract Sum (and Guaranteed Maximum Price, if applicable) for the additional costs of the delay, including additional supervision and general conditions costs, and any costs due to unavailable or discontinued materials.

§ 8.2.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.2 Schedule of Values

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Design-Builder may adjust the schedule of values during the Project for adjustments or changes in costs. Unless objected to by Owner, such revised schedule of values shall be used as a basis for reviewing Design-Builder's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Contractors and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents. Lump sum general conditions, Architectural fees, and Consultant fees shall be submitted monthly on percentage of completion of milestone basis.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay the Architect, Consultant, Contractor, material supplier, or other persons or entities providing services or work for the Design-Builder, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Design-Builder with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner shall, within seven days after receipt of the Design-Builder's Application for Payment, issue to the Design-Builder a Certificate for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of

- .1 defective Work, including design and construction, not remedied;
- .2 third party claims filed or asserted;
- .3 failure of the Design-Builder to make payments properly to the Architect, Consultants, Contractors or others, for services, labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum and Design-Builder fails after request to provide evidence of financial capacity to pay estimated costs in excess of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure after written notice to carry out the Work in accordance with the Design-Build Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to the Architect or any Consultants, Contractor, material or equipment suppliers, or other persons or entities providing services or work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

§ 9.6.3 The Owner will, on request and if practicable, furnish to the Architect, a Consultant, Contractor, or other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such Architect, Consultant, Contractor or other person or entity providing services or work for the Design-Builder.

§ 9.6.4 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect, Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the Architect, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

§ 9.6.5 Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

§ 9.6.7 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Contractors and other person or entity providing services or work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Contractors, or other person or entity providing services or work for the Design-Builder, for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, shall create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust or shall entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.7 Failure of Payment

If the Owner does not issue a Certificate for Payment, or does not pay Design-Builder amounts due under the Agreement, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Work or designated portion thereof is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Design-Builder shall finish all items on

the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall constitute Substantial Completion of such portions of the Work for purposes of payment and warranties but shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less final payment and amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond pursuant to North Carolina G.S. §44A-16 to indemnify the Owner against such liens, claims, security interests, or encumbrances. If such liens, claims, security interests, or encumbrances remains unsatisfied or an undertaking pursuant to North Carolina G.S. §44A-16 has not been filed, after payments are made and following 15 days written notice to Design-Builder to remove the lien, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application

by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; or
- .2 failure of the Work to comply with the requirements of the Design-Build Documents; or
- .3 terms of special warranties required by the Design-Build Documents.

(Paragraph deleted)

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, illness or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design-Builder or the Architect, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury, illness or loss.

§ 10.2.3 The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notify owners and users of adjacent sites and utilities of the safeguards and protections.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3; except damage or loss attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

§ 10.2.6 The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

§ 10.2.7 The Design-Builder shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 **Injury or Damage to Person or Property.** If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

§ 10.3.2 Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Design-Build Documents, the Owner shall furnish in writing to the Design-Builder the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Contractors, and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to, or destruction of, tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Design-Builder brings to the site unless such materials or substances are required by the Owner's Criteria. The Owner shall be responsible for materials or substances required by the Owner's Criteria, except to the extent of the Design-Builder's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Design-Builder shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Design-Builder, the Design-Builder is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, illness or loss.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

§ 11.1 Uncovering of Work

The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Change Order to adjust the Contract Time and Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

§ 11.2 Correction of Work

§ 11.2.1 Before or After Substantial Completion. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement shall be at the Design-Builder's expense. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by any separate contractor or agent of Owner, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

§ 11.2.2 After Substantial Completion

§ 11.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

§ 11.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 11.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

§ 11.2.3 The Design-Builder shall remove from the site portions of the Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 11.2.4 The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

§ 11.2.5 Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Work as described in Section 11.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

§ 11.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 12 COPYRIGHTS AND LICENSES

§ 12.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Contractors, and any other person or entity providing services or work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Contractors, and any other person or entity providing services or work for any of them.

§ 12.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 12.3 Upon execution of the Agreement, the Design-Builder grants to the Owner a limited, irrevocable and non-exclusive license to use the Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under the Design-Build Documents. The license granted under this section permits the Owner to authorize its consultants and separate contractors to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Design-Builder rightfully terminates this Agreement for cause as provided in Section 13.1.4 or 13.2.1 the license granted in this Section 12.3 shall terminate.

§ 12.3.1 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12. The Design-Builder's licenses from the Architect and its Consultants and Contractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner or in the event the Design-Builder's Architect, Consultants, or Contractors terminate their agreements with the Design-Builder for cause, to obtain a limited, irrevocable and non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner (1) agrees to pay to the Architect, Consultant or Contractor all amounts due, and (2) provide the Architect, Consultant or Contractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant or Contractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.

§ 12.3.2 In the event the Owner alters the Instruments of Service without the author's written authorization or uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from or related to such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder, Architect, Consultants, Contractors and any other person or entity providing services or work for any of them, from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service under this Section 12.3.2. The terms of this Section 12.3.2 shall not apply if the Owner rightfully terminates this Agreement for cause under Sections 13.1.4 or 13.2.2.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 13.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' written notice

to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 13.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' written notice.

§ 13.1.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 13.1.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Design-Builder for the Owner's convenience and without cause.

§ 13.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 13.1.6 be greater than the compensation set forth in Section 2.1.

§ 13.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 13.2.1 Termination by the Design-Builder

§ 13.2.1.1 The Design-Builder may upon seven days' notice to Owner terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped and which causes a stoppage of work for a period of 30 consecutive days;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped and which causes a stoppage of work for a period of 30 consecutive days;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of a valid reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents;
- .4 Owner's refusal, for a period exceeding 21 consecutive calendar days after receipt of a written request by Design-Builder to issue appropriate Change Orders or Construction Change Directives;
- .5 Owner's failure to provide Design-Builder with information or other Design-Build Documents necessary for Design-Builder to perform its Work in an efficient and workmanlike manner unless the Owner promptly remedies that failure through written Change Orders issued within 21 calendar days from receipt of a written request by Design-Builder; or
- .6 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

§ 13.2.1.2 The Design-Builder may terminate the Contract if, through no act or fault of the Design-Builder, the Architect, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 13.2.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 13.2.1.3 If one of the reasons described in Section 13.2.1.1 or 13.2.1.2 exists, the Design-Builder may, upon seven days' written notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 13.2.1.4 If through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work (including but not limited to the Owner's failure to issue a Certificate for Payment or because the Owner has not made payment within the time stated in the Design-Build Documents), and has failed after seven days' written notice to cure such default, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

§ 13.2.2 Termination by the Owner For Cause

§ 13.2.2.1 The Owner may terminate the Contract if the Design-Builder

- .1 fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2 repeatedly refuses or fails to supply an Architect, or enough properly skilled Consultants, Contractors, or workers or proper materials;
- .3 fails to make payment to the Architect, Consultants, or Contractors for services, materials or labor in accordance with their respective agreements with the Design-Builder;
- .4 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .5 is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, fourteen days' written notice to cure, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon for which Owner has made payment;
- .2 Accept assignment of the Architect, Consultant and Contractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 13.2.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 13.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 13.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Contract.

§ 13.2.3 Suspension by the Owner for Convenience

§ 13.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 13.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 13.2.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 13.2.4 Termination by the Owner for Convenience

§ 13.2.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 13.2.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and,
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 13.2.4.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 14 CLAIMS AND DISPUTE RESOLUTION

§ 14.1 Claims

§ 14.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 14.1.2 **Time Limits on Claims.** The Owner and Design-Builder shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other, arising out of or related to the Contract in accordance with the requirements of the binding dispute resolution method selected in Section 1.3, within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder waive all claims and causes of action not commenced in accordance with this Section 14.1.2.

§ 14.1.3 Notice of Claims

§ 14.1.3.1 **Prior To Final Payment.** Prior to Final Payment, Claims by either the Owner or Design-Builder must be initiated by written notice to the other party within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 shall not apply.

§ 14.1.4 **Continuing Contract Performance.** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 13, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 14.1.5 **Claims for Additional Cost.** If the Design-Builder intends to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 14.1.6 Claims for Additional Time

§ 14.1.6.1 If the Design-Builder intends to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Design-Builder's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 14.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 14.1.7 Claims for Consequential Damages

The Design-Builder and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Design-Builder for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 13. Nothing contained in this Section 14.1.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Design-Build Documents.

(Paragraphs deleted)

§ 14.2 Intentionally Deleted

(Paragraphs deleted)

§ 14.3 Mediation

§ 14.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 14.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 14.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section 14.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 14.4.

§ 15.2 Successors and Assigns

§ 15.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Except as provided in Section 15.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 15.2.2 The Owner may, without consent of the Design-Builder, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Design-Build Documents. The Design-Builder shall execute all consents reasonably required to facilitate such assignment.

§ 15.2.3 If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute certificates, other than those required by Section 3.1.10, the Owner shall submit the proposed language of such certificates for review at least 14 days prior to the requested dates of execution. If the Owner requests the Design-Builder, Architect, Consultants, or Contractors to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder, Architect, Consultants, or Contractors shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to them for review at least 14 days prior to execution. The Design-Builder, Architect, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of their services.

§ 15.3 Written Notice

§ 15.3.1 Owner and Design-Builder agree where this Agreement or the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing, and given in electronic format, to the designated representative of the party to whom the notice is addressed, and shall be deemed to have been duly served by electronic transmission to the party’s representative at the email address below. If the sending party receives notice of any type of electronic delivery failure, the sending party shall thereafter immediately serve the notice in person, by mail, or by an overnight or same-day courier service to the party’s designated representative. A party shall notify the other party in writing in advance of, or not later than five (5) days after, any change to the email address of the party’s representative.

Owner’s Representative for Notices (Brian Baker, Assistant County Manager)	Email (brian.baker@alamancecountync.gov)
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Design-Builder’s Representative for Notices (Chad Danforth) Jeané Powers	Email (chad.danforth@bobbitt.com) jeane.powers@bobbitt.com
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§ 15.3.2 Notwithstanding Section 15.3.1, notices of Claims as provided in Article 14 may not be served by electronic transmission. Written notice of Claims shall be deemed to have been duly served if delivered in person to the Owner’s Representative and Design-Builder’s Representative set forth in Section 15.3.1 if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the address of each respective party at the addresses set forth on the first page of this Agreement, and such notice shall also be sent via e-mail as set forth in Section 15.3.1.

§ 15.4 Rights and Remedies

§ 15.4.1 Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 15.4.2 No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

§ 15.5 Tests and Inspections

§ 15.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Design-Builder.

§ 15.5.2 If the Owner determines that portions of the Work require additional testing, inspection or approval not included under Section 15.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 15.5.3, shall be at the Owner’s expense.

§ 15.5.3 If such procedures for testing, inspection or approval under Sections 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder’s expense.

§ 15.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 15.5.5 If the Owner is to observe tests, inspections or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 15.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 15.6 Confidential Information

If the Owner or Design-Builder transmits Confidential Information, the transmission of such Confidential Information constitutes a warranty to the party receiving such Confidential Information that the transmitting party is authorized to transmit the Confidential Information. If a party receives Confidential Information, the receiving party shall keep the Confidential Information strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 15.6.1.

§ 15.6.1 A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

§ 15.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 15.8 Interpretation

§ 15.8.1 In the interest of brevity the Design-Build Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 15.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 15.9 Electronic Transactions

Design-Builder may use DocuSign or any other suitable electronic execution platform for the transmission and electronic execution of certain Design-Build Documents, including this Agreement and subsequent Change Orders, or may transmit and exchange Design-Build Documents by email as set forth in Section 15.3.1 herein. By execution of this Agreement, the parties agree that any electronic record or electronic signature, including a scanned and emailed copy of an original signature, shall be attributable to the person whose signature appears on the electronic record/electronic signature, shall have full legal effect and enforceability to bind the party causing the electronic signature to be made, and shall satisfy any provision of this Agreement or of any law that requires a record be in writing, except as to Notices of Claims which may not be served by electronic transmission as set forth in Section 15.6.2 herein. The parties may transmit Instruments of Service or other information or documentation in digital form using the Design-Builder's Project website or other electronic transmission methods. The parties will follow the Design-Builder's protocols governing such transmissions, including security, software versioning, naming protocols, and archiving requirements when transmitting data in digital form.

§ 15.10 **Legal Compliance:** The parties hereby stipulate that Design-Builder will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (related to the use of E-Verify), as well as legal prohibitions against unlawful employment/workplace discrimination, and the requirement not to be listed on any divestment list published by the NC State Treasurer and any other Federal or State debarment or suspension lists.

§ 15.11 **Annual Appropriations and Funding:** The Agreement is subject to the annual appropriation of funds by the Alamance County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for the Agreement, County shall be entitled to immediately terminate the Agreement, without penalty or liability, except the payment for all services satisfactorily provided under the Agreement, including demobilization and contract closeout activities, up to and through Design-Builder's receipt of notice of termination.

§ 15.12 Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by the parties (including, without limitation, Design-Builder’s purchase orders, invoices and warranties), the terms of this Agreement control. As to the Agreement itself, any conflict in terms shall be interpreted in order of precedence, in descending order from 16.1.1 to .6 as listed in Section § 16.1 below, with this modified AIA Document A141™–2014 (Item 16.1.1) controlling.

ARTICLE 16 SCOPE OF THE AGREEMENT

§ 16.1 This Agreement is comprised of the following documents listed below:

- .1 AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder, as modified
- .2 AIA Document A141™–2014, Exhibit A, Design-Build Amendment, if executed and as modified
- .3 AIA Document A141™–2014, Exhibit B, Insurance and Bonds, as modified
- .4 AIA Document A141™–2014, Exhibit C, Sustainable Projects, if completed
- .5

(Paragraphs deleted)

Request for Qualifications document issued by Alamance County on November 8, 2024.

- .6 Bobbitt response to the Request for Qualifications document submitted on December 12, 2024.

This Agreement entered into as of the day and year first written above.

ALAMANCE COUNTY

BOBBITT CONSTRUCTION, INC.

By:

By:

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Printed name and title)

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

Susan Evans, Finance Director

Additions and Deletions Report for **AIA® Document A141® – 2014**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:35:18 ET on 01/14/2025.

PAGE 1

Alamance County
124 W. Elm Street
Graham, NC 27253

...

Bobbitt Construction, Inc.
2400 Weston Parkway
Cary, North Carolina 27513
North Carolina General Contractors License Number 3673

...

Development Services Center Building Renovation
1946 Martin Street
Burlington, NC

PAGE 2

Renovate the existing Elderly Services Center to serve as a shared location for the Alamance County Planning Department, Inspection Department, GIS Department and Environmental Health Department

PAGE 3

Request for Qualifications document issued by Alamance County on November 8, 2024. Bobbitt response to the Request for Qualifications document submitted on December 12, 2024.

...

Refer to request for Qualifications document issued by Alamance County on November 8, 2024.

...

Not Applicable

...

Not Applicable

...

\$4,800,000 (Four Million Eight Hundred Thousand and 00/100) which includes preconstruction/design services, construction management fees, overhead, and markups.

...

PAGE 4

To be determined upon completion of plans and receipt of permit and identified in the Exhibit A.

Bobbitt A &E, PLLC
2400 Weston Parkway
Cary, NC 27513

CPL
400 Bellemeade Street, Suite 401
Greensboro, NC 27401

...

Not Applicable

...

Not Applicable

...

§ 1.1.10.1 If Design-Builder is or becomes aware that the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

...

§ 1.1.12 If the ~~Design-Builder and Contractor intend to transmit Instruments of Service or any other information or documentation in digital form, or utilize building information modeling, they shall endeavor to establish written protocols governing the development, use, transmission, reliance, and exchange of digital data, including building information modeling.~~

...

Brian Baker
Assistant County Manager
Alamance County
124 W. Elm St
Graham, NC 27253

PAGE 5

David Witzel
Project Developer
2579 Eric Lane, Suite M
Burlington, NC 27215

...

Litigation in a court of competent jurisdiction

PAGE 7

Schematic Design \$103,148.00

Design Development	\$229,583.00
Construction Documents	\$136,435.00
Construction Administration	\$46,574.00

These lump sum costs include:

- Four (4) months of design
- Four (4) estimates
- One (1) round of value engineering at schematic design
- Weekly job progress meetings
- Matterport scans
- Existing building condition survey (excluding hazardous materials and soil reports)

...

Per the attached Bobbitt Rate Sheet

...

See Attached Rate Sheet

See attached Rate Sheet

...

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants and Contractors incurred, plus an administrative fee of Ten percent (10 %) of the expenses incurred.

...

§ 2.1.4.1 Payments are due and payable upon presentation of the Design-Builder's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Design-Builder.

...

%—Prime Rate plus two percent (2%) as calculated by The Wall Street Journal on a daily basis.

PAGE 10

§ 3.1.12 **Warranty.** The Design-Builder warrants to the Owner that materials and equipment furnished under the Contract will be ~~of good quality as specified in the Design-Build Documents~~ and new unless the Design-Build Documents require or permit otherwise. The Design-Builder further warrants that the ~~Work~~ Work, for a period of one (1) year following Substantial Completion, will conform to the requirements of the Design-Build Documents and will be free from defects, except for those inherent in the quality of the Work or otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.1.12.1 Design-Builder's warranty expressly excludes materials, equipment or systems that are specified or selected for the Project or which are covered by a manufacturer or supplier warranty, including items specified by manufacturer, model number, catalog number, trade name, grade or quality, or similar identification, or which are supplied by the Owner, and such materials, equipment, and systems shall be covered exclusively by the applicable manufacturer or supplier warranty (which, to the extent possible, shall be assigned to Owner upon payment therefor). Design-Builder does not separately warrant or guarantee such materials, equipment, or systems and shall not be responsible for the performance, useful life, function, or fitness of such materials, equipment or systems, except to the extent that coverage is excluded because of Design-Builder's failure to install in conformance with the Design-Build Documents. To the extent that manufacturer or supplier warranties provide for material or equipment replacement

only, Owner shall be responsible for costs of labor and installation except to the extent that the replacement of such equipment is required because of Design-Builder's failure to install in conformance with the Design-Build Documents.

§ 3.1.12.2 Except in the event of an emergency, prior to commencing any alteration or disturbance of any portion of the Work to which a claim is made under the warranty or otherwise commencing any formal dispute resolution proceeding (which in the event a proceeding has been commenced prior to discovery of a claim shall be stayed pending fulfillment of this section), Owner shall provide written notice to Design-Builder within 14 days of discovery of any items of the Work that Owner identifies as failing to conform to the requirements of the warranty. Upon receipt of notice, Design-Builder shall be provided thirty (30) days to perform an inspection of the items and may commence remedy or repair of the claim. Design-Builder's right to inspect and commence and complete remedy or cure shall be for Design-Builder's benefit and to mitigate the costs of any repairs. Design-Builder's undertaking of any inspection or work to remedy or cure, shall not be deemed an admission or acceptance of liability with respect to any claim, and shall not be deemed a waiver of any rights or defense with respect to Owner's warranty claim.

§ 3.1.12.3 No Other Items Warranties. EXCEPT FOR THE WARRANTY PROVIDED IN THIS SECTION, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, USE, HABITABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY STATUTORY WARRANTIES SHALL APPLY TO THE WORK AND THE OWNER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

PAGE 11

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, including the Owner's agents and employees, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, Architect, a Consultant, a Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.1.14.

...

§ 4.2.1 The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in ~~Section 1.1.~~ Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

PAGE 12

Not Applicable

PAGE 13

The Design-Builder shall pay sales, consumer, ~~use-use, import taxes or tariffs,~~ and similar taxes, for the Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect. enacted as of the date of the Agreement; Owner shall be responsible for any such taxes, and any cost impact of such taxes on the Work, enacted after the date of the Agreement.

PAGE 14

§ 5.5.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents or (2) ~~unknown Documents,~~ (2) changed physical conditions that differ materially from those originally existing at the Project site or indicated in the Design-Build Documents, including changes in field and soil conditions or site access due to weather or otherwise, or (3) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design-Builder shall promptly provide notice to the

Owner before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner shall promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, shall recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If the Design-Builder disputes the Owner's determination or recommendation, the Design-Builder may proceed as provided in Article 14.

...

- .1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site, labor and installation costs, and all required taxes, less applicable trade discounts;
- .2 the Design-Builder's costs for ordinary unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 5.6.2.1 and (2) changes in Design-Builder's costs under ~~Section 5.6.2.2~~ Section 5.6.2.2, and Design-Builder's Fee (if applicable).

§ 5.6.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner ~~selection~~ selection, and pursuant to any reasonable schedule set by the Design-Builder. Design-Builder makes no warranty or guaranty regarding the sufficiency of any amount budgeted for any allowance or contingency identified for the Work.

PAGE 16

§ 5.14.2 If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall not constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Design-Builder's Work, ~~except as to defects not then reasonably discoverable~~. Work. Notwithstanding the foregoing, the Design-Builder shall not be responsible for discrepancies or defects in the construction or operation of the Owner or its separate contractors.

PAGE 17

§ 6.3.3 If the Change Directive ~~provides for results in~~ provides for results in an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, the adjustment shall be based on one of the following methods:

...

§ 6.3.7 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the ~~Owner shall determine the method and the adjustment~~ adjustment shall be on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 6.3.3.3, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.7 shall be limited to the following:

- .1 Additional costs of professional ~~services~~ services at Design-Builder's personnel rates stated in the Agreement;

PAGE 18

§ 7.1.1 The Owner shall designate in writing a representative or representatives who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule agreed to by the Owner. The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein. During the Project, the Owner shall provide Design-Builder with written notice if ownership of the property upon which the Project is being performed changes.

...

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's ~~control~~ control, including all easements, rights of way or other encumbrances affecting or limiting the use of the Project site, including adjacent roads or means of access thereto.

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, use permits, special use permits and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

PAGE 19

§ 7.2.5 The services, information, surveys and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense, and ~~except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing,~~ the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

...

§ 7.2.7 ~~Prior to the execution of the Design-Build Amendment, the Design-Builder may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Design-Build Documents and the Design-Builder's Proposal. Thereafter, the Design-Builder may only request such evidence if (1) the Owner fails to make payments to the Design-Builder as the Design-Build Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Design-Builder identifies in writing a reasonable concern regarding the Owner's ability to make payment when due.~~ The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder. If Owner fails to provide such evidence, as required, within fourteen days of Design-Builder's request, Design-Builder may immediately stop the Work and, in that event, shall notify Owner that the Work has stopped. If the Work is stopped under this Section 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

...

§ 7.2.11 Upon Design-Builder's request, Owner shall participate in meetings during the Project as frequently as weekly, to review the status of completion of the Work, including identifying and resolving any pending Submittals, Owner's selections, requests for Change Orders, Requests for Information (RFI's) and to review requests for changes, if any, in the Project Schedule.

PAGE 20

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the ~~Owner~~ Owner, following written notice to Design-Builder and reasonable opportunity to cure, may issue a written order to the Design-Builder to stop the ~~Work,~~ Work in the affected areas, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.13.1.3.

...

If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ~~ten-day~~ fourteen-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

...

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or of a consultant or separate contractor employed by the Owner; or by changes ordered in the Work by the Owner; or by labor disputes, fire, pandemics, unusual delay in deliveries, unavailable or discontinued materials, unavoidable casualties or other causes beyond the Design-Builder's control; or by delay authorized by the Owner pending mediation and binding dispute resolution or by other causes that ~~the Owner determines may justify delay,~~ then the Contract Time shall be extended by Change Order for such reasonable time as ~~the Owner may determine.~~ required to account for such delay in the progress of the Project and Design-Builder shall be entitled to an increase in the Contract Sum (and Guaranteed Maximum Price, if applicable) for the additional costs of the delay, including additional supervision and general conditions costs, and any costs due to unavailable or discontinued materials.

PAGE 21

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form ~~and supported by such data to substantiate its accuracy~~ as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Design-Builder may adjust the schedule of values during the Project for adjustments or changes in costs. Unless objected to by Owner, such revised schedule of values shall be used as a basis for reviewing Design-Builder's subsequent Applications for Payment.

...

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be notarized, if required, and supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the ~~Architect, Consultants, Contractors, Contractors~~ and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents. Lump sum general conditions, Architectural fees, and Consultant fees shall be submitted monthly on percentage of completion of milestone basis.

PAGE 22

- .2** ~~third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Design-Builder;~~ asserted;

...

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum and Design-Builder fails after request to provide evidence of financial capacity to pay estimated costs in excess of the Contract Sum;

.7 repeated failure after written notice to carry out the Work in accordance with the Design-Build Documents.

...
§ 9.6.2 The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by applicable law, ~~but in no event more than seven days after receipt of payment from the Owner the amount to which the Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled,~~ reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect, Consultant, Contractor, or other person or entity. The Design-Builder shall, by appropriate agreement with each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subconsultants and subcontractors in a similar manner.

PAGE 23

If the Owner does not issue a Certificate for Payment, or does not pay Design-Builder amounts due under the Agreement, through no fault of the Design-Builder, within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Design-Build Documents.

PAGE 24

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall constitute Substantial Completion of such portions of the Work for purposes of payment and warranties but shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

...
§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered, (less final payment and amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) manufacturer's warranties, product data, and maintenance and operations manuals, and (7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, claims, security interests, or encumbrances, arising out of the Contract, to the extent and in such form as may be designated by the Owner. If an Architect, a Consultant, or a Contractor, or other person or entity providing services or work for the Design-Builder, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond ~~satisfactory to the Owner pursuant to North Carolina G.S. §44A-16 to indemnify the Owner against such liens, claims, security interests, or encumbrances.~~ If such liens, claims, security interests, or encumbrances remains unsatisfied ~~after payments are made, or an undertaking pursuant to North Carolina G.S. §44A-16 has not been filed,~~ after payments are made and following 15 days written notice to Design-Builder to remove the lien, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

PAGE 25

.1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled; or

...

~~§ 9.10.5~~ Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

...

~~§ 10.2.1~~ The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, ~~injury-injury, illness~~ or loss to

...

~~§ 10.2.2~~ The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, ~~injury-injury, illness~~ or loss.

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~~§ 10.3.6~~ If, without negligence on the part of the Design-Builder, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Design-Build Documents, the Owner shall indemnify the Design-Builder for all cost and expense thereby incurred.

...

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, ~~injury-injury, illness~~ or loss.

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~~§ 11.2.1 Before or After Substantial Completion.~~ The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and ~~replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.~~ replacement shall be at the Design-Builder's expense. In addition, the Owner shall promptly remedy damage and loss arising in conjunction with the Project caused in whole or in part by any separate contractor or agent of Owner, or anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.

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~~§ 13.2.1.1~~ The Design-Builder may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, the Architect, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, upon seven days' notice to Owner terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be ~~stopped;~~ stopped and which causes a stoppage of work for a period of 30 consecutive days;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be ~~stopped;~~ stopped and which causes a stoppage of work for a period of 30 consecutive days;
- .3 Because the Owner has not issued a Certificate for Payment and has not notified the Design-Builder of ~~the a valid~~ reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents;

- .4 Owner's refusal, for a period exceeding 21 consecutive calendar days after receipt of a written request by Design-Builder to issue appropriate Change Orders or Construction Change Directives;
- .4.5 Owner's failure to provide Design-Builder with information or other Design-Build Documents necessary for Design-Builder to perform its Work in an efficient and workmanlike manner unless the Owner promptly remedies that failure through written Change Orders issued within 21 calendar days from receipt of a written request by Design-Builder; or
- .6 The Owner has failed to furnish to the Design-Builder promptly, upon the Design-Builder's request, reasonable evidence as required by Section 7.2.7.

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§ 13.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Work (including but not limited to the Owner's failure to issue a Certificate for Payment or because the Owner has not made payment within the time stated in the Design-Build Documents), and has failed after seven days' written notice to cure such default, the Design-Builder may, upon seven additional days' written notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 13.2.1.3.

...

§ 13.2.2.2 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, ~~seven~~ fourteen days' written notice, notice to cure, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon ~~owned by the Design-Builder;~~ for which Owner has made payment;

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§ 14.1.3.2 **Claims Arising After Final Payment.** After Final Payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt written notice to the other party. The notice requirement in Section 14.1.3.1 ~~and the Initial Decision requirement as a condition precedent to mediation in Section 14.2.1~~ shall not apply.

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§ 14.2 **Initial Decision**

§ 14.2.1 ~~An initial decision shall be required as a condition precedent to mediation of all Claims between the Owner and Design-Builder initiated prior to the date final payment is due, excluding those arising under Sections 10.3 and 10.4 of the Agreement and Sections B.3.2.9 and B.3.2.10 of Exhibit B to this Agreement, unless 30 days have passed after the Claim has been initiated with no decision having been rendered. Unless otherwise mutually agreed in writing, the Owner shall render the initial decision on Claims.~~

§ 14.2.2 **Procedure**

§ 14.2.2.1 **Claims Initiated by the Owner.** If the Owner initiates a Claim, the Design-Builder shall provide a written response to Owner within ten days after receipt of the notice required under Section 14.1.3.1. Thereafter, the Owner shall render an initial decision within ten days of receiving the Design-Builder's response: (1) withdrawing the Claim in whole or in part, (2) approving the Claim in whole or in part, or (3) suggesting a compromise.

§ 14.2.2.2 **Claims Initiated by the Design-Builder.** If the Design-Builder initiates a Claim, the Owner will take one or more of the following actions within ten days after receipt of the notice required under Section 14.1.3.1: (1) request additional supporting data, (2) render an initial decision rejecting the Claim in whole or in part, (3) render an initial decision approving the Claim, (4) suggest a compromise or (5) indicate that it is unable to render an initial decision because the Owner lacks sufficient information to evaluate the merits of the Claim.

~~§ 14.2.3 In evaluating Claims, the Owner may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Owner in rendering a decision. The retention of such persons shall be at the Owner's expense.~~ **§ 14.2 Intentionally Deleted**

~~§ 14.2.4 If the Owner requests the Design-Builder to provide a response to a Claim or to furnish additional supporting data, the Design-Builder shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Owner when the response or supporting data will be furnished or (3) advise the Owner that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Owner will either reject or approve the Claim in whole or in part.~~

~~§ 14.2.5 The Owner's initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~§ 14.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 14.2.6.1.~~

~~§ 14.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

~~§ 14.2.7 In the event of a Claim against the Design-Builder, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Design-Builder's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.~~

~~§ 14.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~

...

~~§ 14.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.~~

§ 14.4 Arbitration

~~§ 14.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~

~~§ 14.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~

~~§ 14.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.~~

~~§ 14.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~

§ 14.4.4 Consolidation or Joinder

§ 14.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 14.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 14.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 14.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Design-Builder under this Agreement.

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Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. **§ 15.3.1** Owner and Design-Builder agree where this Agreement or the Design-Build Documents require one party to notify or give notice to the other party, such notice shall be provided in writing, and given in electronic format, to the designated representative of the party to whom the notice is addressed, and shall be deemed to have been duly served by electronic transmission to the party’s representative at the email address below. If the sending party receives notice of any type of electronic delivery failure, the sending party shall thereafter immediately serve the notice in person, by mail, or by an overnight or same-day courier service to the party’s designated representative. A party shall notify the other party in writing in advance of, or not later than five (5) days after, any change to the email address of the party’s representative.

<u>Owner’s Representative for Notices</u>	<u>Email</u>
<u>(Brian Baker, Assistant County Manager)</u>	<u>(brian.baker@alamancecountync.gov)</u>
<u>Design-Builder’s Representative for Notices</u>	<u>Email</u>
<u>(Chad Danforth)</u>	<u>(chad.danforth@bobbitt.com)</u>
<u>Jeané Powers</u>	<u>(jeane.powers@bobbitt.com)</u>

§ 15.3.2 Notwithstanding Section 15.3.1, notices of Claims as provided in Article 14 may not be served by electronic transmission. Written notice of Claims shall be deemed to have been duly served if delivered in person to the Owner’s Representative and Design-Builder’s Representative set forth in Section 15.3.1 if delivered or sent by registered or certified mail or by courier service providing proof of delivery to the address of each respective party at the addresses set forth on the first page of this Agreement, and such notice shall also be sent via e-mail as set forth in Section 15.3.1.

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§ 15.9 Electronic Transactions

Design-Builder may use DocuSign or any other suitable electronic execution platform for the transmission and electronic execution of certain Design-Build Documents, including this Agreement and subsequent Change Orders, or may transmit and exchange Design-Build Documents by email as set forth in Section 15.3.1 herein. By execution of this Agreement, the parties agree that any electronic record or electronic signature, including a scanned and emailed copy of an original signature, shall be attributable to the person whose signature appears on the electronic record/electronic signature, shall have full legal effect and enforceability to bind the party causing the electronic signature to be made, and shall satisfy any provision of this Agreement or of any law that requires a record be in writing, except as to Notices of Claims which may not be served by electronic transmission as set forth in Section 15.6.2 herein. The parties may transmit Instruments of Service or other information or documentation in digital form using the Design-Builder’s Project website or other electronic transmission methods. The parties will follow the Design-Builder’s protocols governing such transmissions, including security, software versioning, naming protocols, and archiving requirements when transmitting data in digital form.

§ 15.10 Legal Compliance: The parties hereby stipulate that Design-Builder will comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (related to the use of E-Verify), as well as legal prohibitions against unlawful employment/workplace discrimination, and the requirement not to be listed on any divestment list published by the NC State Treasurer and any other Federal or State debarment or suspension lists.

§ 15.11 Annual Appropriations and Funding: The Agreement is subject to the annual appropriation of funds by the Alamance County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for the Agreement, County shall be entitled to immediately terminate the Agreement, without penalty or liability, except the payment for all services satisfactorily provided under the Agreement, including demobilization and contract closeout activities, up to and through Design-Builder's receipt of notice of termination.

§ 15.12 Controlling Document: In the event of any conflict between this Agreement and any document, instrument, or other agreement prepared or provided by the parties (including, without limitation, Design-Builder's purchase orders, invoices and warranties), the terms of this Agreement control. As to the Agreement itself, any conflict in terms shall be interpreted in order of precedence, in descending order from 16.1.1 to .6 as listed in Section § 16.1 below, with this modified AIA Document A141™-2014 (Item 16.1.1) controlling.

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- .1 AIA Document A141™-2014, Standard Form of Agreement Between Owner and ~~Design-Builder~~Design-Builder, as modified
- .2 AIA Document A141™-2014, Exhibit A, Design-Build Amendment, if executed and as modified
- .3 AIA Document A141™-2014, Exhibit B, Insurance and ~~Bonds~~Bonds, as modified

...

- .5 AIA Document E202™-2022, BIM Exhibit for Sharing Models with Project Participants, Where Model Versions May Not be Enumerated as a Contract Document, if completed, or the following:

Request for Qualifications document issued by Alamance County on November 8, 2024.

- .6 ~~Other:~~

Bobbitt response to the Request for Qualifications document submitted on December 12, 2024.

...

ALAMANCE COUNTY

BOBBITT CONSTRUCTION, INC.

By: _____

By: _____

...

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

Susan Evans, Finance Director

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jennifer Driver, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:35:18 ET on 01/14/2025 under Order No. 3104239240 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014, Standard Form of Agreement Between Owner and Design-Builder, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



AIA® Document A141® – 2014 Exhibit B

Insurance and Bonds

for the following PROJECT:

(Name and location or address)

Development Services Center Building Renovation
1946 Martin Street
Burlington, NC 27217

THE OWNER:

(Name, legal status and address)

Alamance County a political subdivision of the State of North Carolina
124 W. Elm Street
Graham, NC 27253

THE DESIGN-BUILDER:

(Name, legal status and address)

Bobbitt Construction, Inc. a North Carolina corporation
2400 Weston Parkway
Cary, NC 27513
North Carolina General Contractors License Number 3673

THE AGREEMENT

This Insurance Exhibit is part of the accompanying agreement for the Project, between the Owner and the Design-Builder (hereinafter, the Agreement), dated the day of in the year .

(In words, indicate day, month and year.)

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 DESIGN BUILDER’S INSURANCE AND BONDS**
- B.3 OWNER’S INSURANCE**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance and provide bonds as set forth in this Exhibit B. Where a provision in this Exhibit conflicts with a provision in the Agreement into which this Exhibit is incorporated, the provision in this Exhibit will prevail.

ARTICLE B.2 DESIGN BUILDER’S INSURANCE AND BONDS

§ B.2.1 The Design-Builder shall purchase and maintain the following types and limits of insurance from a company or companies lawfully authorized to do business in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 11.2.2.1 of the Agreement, unless a different duration is stated below:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.2.1.1 Commercial General Liability with policy limits of not less than twenty-two million dollars (\$ 22,000,000) for each occurrence and twenty-four million dollars (\$ 24,000,000) in the aggregate providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury;
- .3 damages because of injury to or destruction of tangible property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 contractual liability applicable to the Design-Builder's obligations under Section 3.1.14 of the Agreement.

§ B.2.1.2 Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

§ B.2.1.3 The Design-Builder may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections B.2.1.1 and B.2.1.2.

§ B.2.1.4 Workers' Compensation at statutory limits.

§ B.2.1.5 Employers' Liability with policy limits as provided below:

one million dollars (\$ 1,000,000)

§ B.2.1.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and three million dollars (\$ 3,000,000) in the aggregate.

§ B.2.1.7 Pollution Liability covering performance of the Work, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ B.2.1.8 The Design-Builder shall provide written notification to the Owner of the cancellation or expiration of any insurance required by this Article B.2. The Design-Builder shall provide such written notice within five (5) business days of the date the Design-Builder is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.2.1.9 Additional Insured Obligations. The Owner and its consultants and contractors shall be additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability and Pollution Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. The policy limits applicable to the additional insureds shall be the same amount applicable to the named insured or, if the policy provides otherwise, policy limits not less than the amounts required under this Agreement.

§ B.2.1.10 Certificates of Insurance. The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.2: (1) prior to commencement of the Work;

Init.

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(2) upon renewal or replacement of each required policy of insurance; and (3) upon Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 of the Agreement and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section B.2.1. The certificates will show the Owner and its consultants and contractors as additional insureds on the Design-Builder's primary and excess insurance policies for Commercial General Liability, Automobile Liability, and Pollution Liability. Information concerning reduction of coverage on account of revised limits, claims paid under the General Aggregate or both, shall be furnished by the Design-Builder with reasonable promptness.

§ B.2.2 Performance Bond and Payment Bond

The Design-Builder shall provide surety bonds in accordance with N.C. Gen. Stats. § 143-128.1A and § 44A Article 3. *(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
(1) A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body that is constructing the project.	
(2) A payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable.	

§ B.2.2.1 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.3 OWNER'S INSURANCE

§ B.3.1 Owner's Liability Insurance

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under the Agreement and this Exhibit, upon the Design-Builder's request, provide a copy of any insurance policy or policies required under the Design-Build Documents. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.3.1.1 The Owner shall be responsible for purchasing and maintaining commercial general liability insurance, including premises and operations liability, and completed operations coverages, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

§ B.3.2 Property Insurance

§ B.3.2.1 Unless otherwise provided, at the time of execution of the Design-Build Amendment, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent Modifications and cost of materials supplied or installed by others, comprising the total value for the entire Project at the site on a replacement cost basis without optional deductibles. If any construction that is part of the Work shall commence prior to execution of the Design-Build Amendment, the Owner shall, prior to commencement of construction, purchase and maintain property insurance as described above in an amount sufficient to cover the total value of the Work at the site on a replacement cost basis without optional deductibles. The insurance required under this section shall include interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Project. The property insurance shall be maintained, unless otherwise provided in the Design-Build Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, until the Owner has issued a Certificate of Substantial

Completion in accordance with Section 9.8 of the Agreement. Unless the parties agree otherwise, upon issuance of a Certificate of Substantial Completion, the Owner shall replace the insurance policy required under this Section B.3.2 with another property insurance policy written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 11.2.2 of the Agreement.

§ **B.3.2.1.1** The insurance required under Section B.3.2.1 shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss.

§ **B.3.2.1.2** If the insurance required under Section B.3.2.1 requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ **B.3.2.1.3** The insurance required under Section B.3.2.1 shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ **B.3.2.1.4** Partial occupancy or use in accordance with Section 9.9 of the Agreement shall not commence until the insurance company or companies providing the insurance required under Section B.3.2.1 have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ **B.3.2.2 Boiler and Machinery Insurance.** The Owner shall purchase and maintain boiler and machinery insurance, which shall specifically cover commissioning, testing, or breakdown of equipment required by the Work, if not covered by the insurance required in Section B.3.2.1. This insurance shall include the interests of the Owner, Design-Builder, Architect, Consultants, Contractor and Subcontractors in the Work, and the Owner and Design-Builder shall be named insureds.

§ **B.3.2.3** If the Owner does not intend to purchase the insurance required under Sections B.3.2.1 and B.3.2.2 with all of the coverages in the amounts described above, the Owner shall inform the Design-Builder in writing prior to any construction that is part of the Work. The Design-Builder may then obtain insurance that will protect the interests of the Owner, Design-Builder, Architect, Consultants, Contractors, and Subcontractors in the Work. The cost of the insurance shall be charged to the Owner by an appropriate Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, the Owner shall bear all reasonable costs and damages attributable thereto.

§ **B.3.2.4 Loss of Use Insurance.** At the Owner's option, the Owner may purchase and maintain insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Design-Builder for loss of use of the Owner's property, including consequential losses due to fire or other hazards covered under the property insurance required under this Exhibit B to the Agreement.

§ **B.3.2.5** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section B.3.2.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ **B.3.2.6** Before an exposure to loss may occur, the Owner shall file with the Design-Builder a copy of each policy that includes insurance coverages required by this Section B.3.2. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. The Owner shall provide written notification to the Design-Builder of the cancellation or expiration of any insurance required by this Article B.3. The Owner shall provide such written notice within five (5) business days of the date the Owner is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first.

§ B.3.2.7 Waivers of Subrogation. The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subconsultants, contractors and subcontractors, agents and employees, each of the other, and (2) any separate contractors described in Section 5.13 of the Agreement, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to Section B.3.2 or other property insurance applicable to the Work and completed construction, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Design-Builder, as appropriate, shall require of the separate contractors described in Section 5.13 of the Agreement, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of the other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ B.3.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section B.3.2.10. The Design-Builder shall pay the Architect, Consultants and Contractors their just shares of insurance proceeds received by the Design-Builder, and by appropriate agreements, written where legally required for validity, the Design-Builder shall require the Architect, Consultants and Contractors to make payments to their consultants and subcontractors in similar manner.

§ B.3.2.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Design-Builder. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Design-Builder after notification of a Change in the Work in accordance with Article 6 of the Agreement.

§ B.3.2.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of a loss to the Owner's exercise of this power. If an objection is made, the dispute shall be resolved in the manner selected by the Owner and Design-Builder as the method of binding dispute resolution in the Agreement. If the Owner and Design-Builder have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Notwithstanding anything in the Design-Build Documents or bonds to the contrary, Owner is not entitled to make a claim against the bonds or declare or claim that Design-Builder is in "default" or has committed a "breach" of the bond or Design-Build Documents, unless and until: (a) Design-Builder persistently or repeatedly refuses or fails to comply with a term of the Design-Build Documents; (b) the subject term is a material provision of the Design-Build Documents and the failure constitutes a substantial and material breach of the Design-Build Documents; (c) Owner provides Design-Builder with a written notice of the alleged default and an opportunity to investigate, test and cure the same, including a detailed description of the alleged default or breach and the basis of Design-Builder's responsibility for the same, and reasonable access to the work area for purposes of such investigation, testing and/or cure; and (d) Design-Builder fails within fifteen days after receiving notice from Owner to commence and continue correction of the basis of the claimed default or breach with reasonable diligence and promptness.

Additions and Deletions Report for AIA[®] Document A141[®] – 2014 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:34:48 ET on 01/14/2025.

PAGE 1

Development Services Center Building Renovation
1946 Martin Street
Burlington, NC 27217

...

Alamance County a political subdivision of the State of North Carolina
124 W. Elm Street
Graham, NC 27253

...

(Name, legal status and address)

Bobbitt Construction, Inc. a North Carolina corporation
2400 Weston Parkway
Cary, NC 27513
North Carolina General Contractors License Number 3673

PAGE 2

§ **B.2.1.1** Commercial General Liability with policy limits of not less than twenty-two million dollars (\$ 22,000,000) for each occurrence and twenty-four million dollars (\$ 24,000,000) in the aggregate providing coverage for claims including

...

§ **B.2.1.2** Automobile Liability covering vehicles owned by the Design-Builder and non-owned vehicles used by the Design-Builder with policy limits of not less than two million dollars (\$ 2,000,000) per claim and two million dollars (\$ 2,000,000) in the aggregate for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles specified in this Section B.2.1.2, along with any other statutorily required automobile coverage.

...

one million dollars (\$ 1,000,000)

§ **B.2.1.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than two million dollars (\$ 2,000,000) per claim and three million dollars (\$ 3,000,000) in the aggregate.

§ **B.2.1.7** Pollution Liability covering performance of the Work, with policy limits of not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

§ B.2.1.7.1 The Design-Builder may obtain a combined Professional Liability and Pollution Liability policy to satisfy the requirements set forth in Sections B.2.1.6 and B.2.1.7, with combined policy limits that are not less than five million dollars (\$ 5,000,000) per claim and five million dollars (\$ 5,000,000) in the aggregate.

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The Design-Builder shall provide surety bonds as follows: in accordance with N.C. Gen. Stats. § 143-128.1A and § 44A Article 3.

...

(1) A performance bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions of the contract. Such bond shall be solely for the protection of the contracting body that is constructing the project.

(2) A payment bond in the amount of one hundred percent (100%) of the construction contract amount, conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor, or construction manager at risk is liable.

...

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under the Agreement and this Exhibit, upon the Design-Builder's request, provide a copy of any insurance policy or policies required under the Design-Build Documents. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.3.1.1 The Owner shall be responsible for purchasing and maintaining commercial general liability insurance, including premises and operations liability, and completed operations coverages, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

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Notwithstanding anything in the Design-Build Documents or bonds to the contrary, Owner is not entitled to make a claim against the bonds or declare or claim that Design-Builder is in "default" or has committed a "breach" of the bond or Design-Build Documents, unless and until: (a) Design-Builder persistently or repeatedly refuses or fails to comply with a term of the Design-Build Documents; (b) the subject term is a material provision of the Design-Build Documents and the failure constitutes a substantial and material breach of the Design-Build Documents; (c) Owner provides Design-Builder with a written notice of the alleged default and an opportunity to investigate, test and cure the same, including a detailed description of the alleged default or breach and the basis of Design-Builder's responsibility for the same, and reasonable access to the work area for purposes of such investigation, testing and/or cure; and (d) Design-Builder fails within fifteen days after receiving notice from Owner to commence and continue correction of the basis of the claimed default or breach with reasonable diligence and promptness.