

Fiscal Year (FY): 2020-2021

Change Order #: NA

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Change Order Routing Form

Date 1/25/21 Contract Contact: Alex Dalton Phone Number: 919-880-2914
 Subject of Contract: Amendment #2 - Add Program Controls & Scheduling Management to Scope of work and Change in Legal Name of Organization.

Contractor: Cumming Construction Management Inc/Cumming Management Group, Inc.

Change Order Amount: \$1,063,466 Total Contract Amount¹: \$7,887,404.50



Board Action (≥\$100,000): Yes No Board's Date of Approval: 2/2/2021

Purchase Order #: 235991 Flex Code: _____




Budget Code(s): 04.6570.862.529.0747.0940.000

Items of Special Note: _____

PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CHANGE ORDER:

| | <u>Initial</u> | <u>Date</u> |
|--|---|------------------|
| Contract Manager | _____ | _____ |
| Director | _____ | _____ |
| Senior Director (≥ \$10,000) | _____ | _____ |
| Senior Fiscal Administrator |  | <u>1/27/2021</u> |
| Chief of Facilities & Operations (≥\$10,000) |  | <u>1/27/2021</u> |

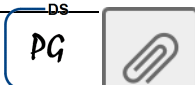
PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED C ANGE ORDER:

| | <u>Initial</u> | <u>Date</u> |
|---|---|------------------|
| Risk Management (Insurance Review) |  | <u>1/27/2021</u> |
| *Pre-audit by Finance Officer (Required) |  | <u>1/27/2021</u> |
| Chief Business Officer (Required at \$100,000+) |  | <u>1/27/2021</u> |
| School Board Attorney (reviews contracts ≥ \$100,000 & non- standard contracts) | _____ | _____ |

Comments: Certified up to \$1,001,500.50. mbw

* "This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

¹Total contract amount and total PO amount may differ due to ACPs awaiting roll-up into change orders, sales tax liquidation, or for other reasons.





WAKE COUNTY PUBLIC SCHOOL SYSTEM
 DocuSign Envelope ID: 54A9410A-A686-4A1D-B95C-B901739DFFAB
RALEIGH, NC 27610-4145

PURCHASE ORDER
235991
 Page 1 of 1

INVOICE TO
WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 CORNING ROAD, Suite 250
CARY, NC 27518

PAYMENT TERMS
 Net 30
PO REVISION
 0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO

CUMMING MANAGEMENT GROUP INC
25220 HANCOCK AVE STE 440
MURRIETA, CA 92562

SHIP TO

Facilities and Operations
111 Corning Road
Suite 190
Cary, NC 27518

| DATE | FOB | FREIGHT TERMS | FOR QUESTIONS REGARDING THIS ORDER CONTACT |
|-----------|-------------|---------------|---|
| 27-JAN-21 | Destination | Prepaid | Gooding, Petra, pgooding@wcpss.net 919-588-3456 EXT. 83456 |

WCPSS Deliver To Only: Neter, Mr. David L.

Facilities and Operations (DAVID NETER)

| LINE | WCPSS ITEM NO | WCPSS ACCOUNT CODE ITEM DESCRIPTION | QTY | UOM | UNIT PRICE | AMOUNT |
|-------------------|---------------|--|----------|--------|------------|---------------------|
| 1 | | 04.6570.862.529.0747.0940.000 BALANCE REMAINING FROM PO #181938 - LINE 7 - LIQUIDATED DUE TO LEGAL NAME CHANGE | 724700.5 | Dollar | 1.00 | 724,700.50 |
| 2 | | 04.6570.862.529.0747.0940.000 ADD PROGRAM CONTROLS & SCHEDULING MANAGEMENT TO THE EXISTING SCOPE OF WORK - INCLUDING TWO ADDITIONAL FULL-TIME CONSULTANTS FROM 2/8/2021 - 6/30/2021 WCPSS AS AN AGENT TO WAKE COUNTY | 276800 | Dollar | 1.00 | 276,800.00 |
| Net Total: | | | | | | 1,001,500.50 |

PRE-AUDIT CERTIFICATE

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

Mark B. Hamilton
 FINANCE OFFICER

* WAKE COUNTY PUBLIC SCHOOL SYSTEM *
 * IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC *
 * SALES TAX WHEN INVOICING. *

Debra S. Wallace
 SENIOR DIRECTOR OF PURCHASING

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: acctspay@wcpss.net. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **IRAN DIVESTMENT ACT** - Provider certifies that as of the date of this Contract, Provider is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider understands that it is not entitled to any payments whatsoever under this Contract if this certification is false. The individual signing this Contract certifies that he or she is authorized by Provider to make the foregoing statement.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.



WAKE COUNTY PUBLIC SCHOOL SYSTEM
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RALEIGH, NC 27610-4145

PURCHASE ORDER

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TO
CUMMING MANAGEMENT GROUP INC
25220 HANCOCK AVE STE 440
MURRIETA, CA 92562

SHIP TO
Facilities and Operations
111 Corning Road
Suite 190
Cary, NC 27518

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|-----------|-------------|---------------|---|
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Facilities and Operations (DAVID NETER)

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RECEIVER'S SIGNATURE Certifying that the above
 Goods or services has been received

 DATE

PARTIAL

FINAL

BUDGET MANAGER'S SIGNATURE Certifying Receipt
 and that all regulations set forth by the Finance
 Manual and Board Policy were followed

 DATE



WAKE COUNTY
PUBLIC SCHOOL SYSTEM
 Raleigh, North Carolina

Purchase Order Requisition Form

Dept. Requisition No. _____ **Date:** _____ **Purchase Order No.** _____

Vendor: Cumming Management Group, Inc.

School/Department: Facilities

Address: 25220 Hancock Avenue, Suite 400
Murrieta, CA 93552

Address: Crossroads III, 111 Corning Road, Suite 190
Cary, NC 27518

Attention: _____

SHIP TO: Central Receiving OR School/Dept

Attention: David Neter

| | | | |
|--|---------------------------|---------------|--------|
| Budget Code A 04.6570.862.529.0747.0940.000 | Amount \$ 1,001,500.50 | Budget Code C | Amount |
| Budget Code B | Amount | Budget Code D | Amount |

| QTY | UNIT | VENDOR CAT. # | CODE | WCPSS ITEM NO. | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----|------|---------------|------|----------------|---|------------|--------------|
| | | | | | Balance remaining from PO 181938 line 7. Liquidated due to legal name change. | | \$724,700.50 |
| | | | | | Add Program Controls and Scheduling Management to the existing scope of work - including two additional full-time consultants from February 8, 2021, to June 30, 2021. | | \$276,800.00 |
| | | | | | | | \$ - |
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DocuSigned by:

David Neter

491629FCBEBC4AC...

Requestor's Signature

David Neter

Phone: **919-588-3566**

Email: adalton2@wcpss.net

DocuSigned by:

Budget Manager's Name (please print)

David Neter

491629FCBEBC4AC...

Budget Manager's Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed

Assistant or Associate Superintendent Signature approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed.

| | |
|-------------------------|------------------------|
| SUB TOTAL(S) | <u>\$ 1,001,500.50</u> |
| SHIPPING CHARGES | _____ |
| NC SALES TAX | _____ |
| NET TOTAL | <u>\$ 1,001,500.50</u> |

CONTRACT AMENDMENT # 2

This amendment is made by and between Wake County Board of Education (the “School System”), located at 5625 Dillard Drive, Cary, North Carolina 27518 and Cumming Construction Management, Inc., located at 4000 West Chase Boulevard, Suite 100, Raleigh, North Carolina 27607.

The School System and Cumming Construction Management, Inc., previously entered into this agreement as of December 15, 2015, and the parties desire to modify its terms in accordance with this amendment.

Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:

1. The Parties acknowledge that Cumming Construction Management Inc. changed the legal name from Cumming Construction Management Inc. to Cumming Management Group, Inc. The parties agree that all future payments shall be issued to Cumming Management Group, Inc. The new mailing address is 25220 Hancock Avenue, Suite 440, Murrieta, CA 93552.
2. Add Program Controls and Scheduling Management to the existing scope of work including two additional full-time consultants from February 8, 2021, to August 31, 2022. Per the Cumming Proposal “Exhibit A - Contract for Professional Consulting Services Amendment” dated 12/28/20.
3. Revise section 2.1 for Cumming Construction Management’s compensation that the annual amounts shall not exceed as follows:

January 1, 2016 – June 30, 2016: \$364,350 (pro-rated annual salary 5/15-6/30/2016)
 July 1, 2016 – June 30, 2017: \$846,000
 July 1, 2017 – June 30, 2018: \$846,000
 July 1, 2018 – December 31, 2018: \$394,500 (pro-rated annual salary 7/18-12/31/18)
 September 1, 2018 – June 30, 2019: \$961,181.50
 July 1, 2019 – June 30, 2020: \$1,158,336
 July 1, 2020 – June 30, 2021: \$1,311,503 (BOE amendment 2/2/21 \$276,800 – amount shall be pro-rated based upon the receipt of additional services)
 July 1, 2021 – June 30, 2022: \$1,716,641 (BOE amendment 2/2/21 \$672,625)
 July 1, 2022 – August 31, 2022: \$288,893 (BOE amendment 2/2/21 \$114,041)

Total contract amendment: \$1,063,466

Total revised contract compensation shall not exceed \$7,887,404.50*

***Funds will be encumbered on an annual basis.**

WAKE COUNTY BOARD OF EDUCATION

CUMMING MANAGEMENT GROUP, INC.

By: _____
Keith Sutton, Board Chair

By: _____
Authorized Signature

Date: _____

Date: _____



4000 Westchase Blvd
Suite 100
Raleigh, NC 27607
Phone 919-237-4100
ccorpusa.com

December 28, 2020

Mr. David Neter
Chief Operating Officer
Wake County Public School System
5625 Dillard Drive
Cary, NC 27518

Re: Wake County Public Schools
Contract for Professional Consulting Services Amendment

Dear Mr. Neter:

Thank you for the opportunity to put our team forward for your consideration to continue to enhance the Wake County Public Schools Facilities, Design & Construction Department (FD&C) by assuming a larger role within the organization. Please find detailed below our proposal including our understanding of the scope of work along with an overview of our proposed approach and service deliverables. Should you have any questions, please do not hesitate to contact me.

PROJECT UNDERSTANDING

The scope of this proposal includes full time Program Controls Support. The existing Cumming Construction Management Staff will remain unchanged.

As you are aware, there are numerous challenges within FD&C and the Program Controls Department is critical in driving operation improvement within the whole organization. The resignation of John McCaffrey who has served as the FC&C Schedule Manager for the last few years has left a massive hole within the Controls Department. John was over-qualified for the position and we were able to utilize his talents to fill many other gaps within the organization. Unfortunately, no qualified candidates have applied for his position leaving us in a dire situation moving into the new year. With the District's current pay scale, it is very unlikely that a candidate will emerge to fill this role.

There are numerous new initiatives that we are trying to implement within FD&C. Some of these include Kahua Implementation, development and tracking of Key Performance Indicators (KPI's) and development and implementation of a Lessons Learned and Best Practice database. These improvement initiatives along with day-to-day responsibilities of the Schedule Manager will require increased manpower and unique skill sets. Listed below are the responsibilities and new initiatives that will be our primary focus moving forward. Cumming Schedule and Program Controls Managers will utilize their expertise and our vast Cumming resources to deliver the daily work product required, implement the new initiatives and drive change within the entire FD&C organization.

CUMMING SCHEDULE & PROGRAM CONTROLS RESPONSIBILITIES

Information Systems

DUTIES AND RESPONSIBILITIES:

- Develop and implement information management policies, procedures, and initiatives including: Identifying, analyzing, and developing improvements in process, productivity, quality, internal client relationships, and customer service.
 - Provide scheduled and ad-hoc reports on a variety of information and statistics relevant to the general operations of the department.
 - Evaluate software tools to manage the organization's business schema; identifies essential IM needs and coordinates with all necessary functions to ensure that the timing and capability to meet the needs of the major capital projects from early program development to construction closeout.
 - Provide support for the management of Facilities Design and Construction Information Management Systems such as:
 - Computer-Aided Facilities Information System (CAFI) consisting of databases of facility-related information such Property Accounting Drawings (Restricted Site).
 - Legacy - Project Management Software – Oracle Primavera Contract Manager (Expedition) and Primavera P6 Scheduling (Web Based).
 - Replacement – Kahua
 - Public Website- Create and Maintain Pages, Monthly Reporting
 - Creating and maintaining Facilities Design and Construction Internal Web Site Pages:
 - People- Facilities building staff directory; project assignments; M&O AFMs & RFMs
 - Policies, Procedures & Guidelines
 - Links – FD&C links to applications and frequently used websites
 - Project Resources – links to budget, schedule, Bluebeam, aerial photos, and other information for active major projects
 - Drawings - How to find design review, record, and PA drawings
 - Help – Link to training and help for FD&C software and other technology resources
 - PCM Guide –_Scripts for Primavera Contract Management
 - Reports - Project status and Facility Assessment reports
 - Calendars - FD&C meeting, Precis, etc.
 - Develop, coordinate, and/or conducts training to internal and external staff, vendors, and other stakeholders for construction program/project management software (PCM, Kahua) and other applications.
 - Procure and manage contracts, as necessary, for continuing development of Facilities Design and Construction Information Management Systems.
 - Produce actionable reports.
 - Create (as needed) and maintains accurate documentation on all assigned business processes.
-



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Raleigh, NC 27607
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Scheduling Responsibilities

DUTIES AND RESPONSIBILITIES:

- Develop and update the long-range building program master schedule and the schedules for small projects (e.g., life cycle replacement projects and various Facilities department schedules).
- Review contractor generated detailed construction schedules for contract compliance on major projects.
- Perform field visits to confirm accuracy of contractor generated schedules.
- 7-Year Planning – establish key milestone dates for all active and planned projects (Create and Maintain 7-year schedule)
- Coordination and Facilitation of Schedule design-phase project meetings:
 - Project Kickoff Meetings – Agenda, Goal Development, and Governance:
 - Create risk register – Start with factors unique to the project/site which could impede design progress or introduce uncertainty into the design.
 - RES Review: Do we have property? Are we still acquiring new/additional parcels?
 - Review RES DD Information- discuss expectations for JUA, use of ILAs, municipal expectations
 - Determine if Master Planning is required prior to start of SDs; determine MP duration when required
 - Establish Design NTP Date (Start of Design Narrative)
 - Establish Due dates for remaining RES actions
 - Confirm budget matches current program and phasing of site (e.g., with phased school construction)
 - Discuss status of Architect & CMAR Selection and identify RFQ period if not already accomplished.
 - Discuss swing space (where applicable)
 - Identify any early design services needed (e.g., to support master planning)
 - Solicit fee proposals for limited early consultant assistance
 - Confirm all RES actions are completed or on track to complete as planned
 - Confirm selection of primary consultants or remaining RFQ timeline/status
 - Establish due date for fee proposals & completing negotiations with primary consultants
 - Confirm BOE target date for approval of consultant contracts
 - Initiate Contracts for Site Investigations (IPPA contracts – survey, prelim Geotech, etc.)
 - Establish due dates for delivery of site investigation reports (from IPPA consultants to FD&C)
 - Review Program (adjusted to site-specific conditions); finalize “special” design considerations (e.g., magnet program; for renovations, special programs to



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- remain- e.g., WMMS- bus maintenance, baseball fields etc.). Review associated schedule and budget, and identify any final revisions necessary, prior to PDPA.
 - Outcome of this effort will be a baseline OPR (Owner’s project requirements) including Program/Space Standard, Schedule milestones, and Budget/CCAP, prepared and approved prior to PDPA meeting.
 - PDPA Meeting - Pre-design kickoff to convey Owner’s project requirements to key consultants and answer questions accordingly. This is an information exchange meeting and precedes the start of design services. This meeting should enable Consultants to finalize fee proposals and contract negotiations.
 - Convey OPR to key consultants
 - Introduce expected project team
 - Answer questions
 - Enable consultants to finalize proposal fees and negotiate contracts
 - Communicate target dates for BOE approval of contracts
 - Establish target date for design kickoff meeting
 - Design Kickoff Meeting:
 - FD&C review final baseline OPR – Scope/Program, CCAP Budget, Milestone Dates
 - Review expectations for meetings
 - Review expectations for Design Review Process- comment/response, estimates, milestone meetings.
 - Establish timeslot for recurring project meetings (monthly) and design status meetings
- Pre-Con Schedule – create and update schedules during design & bid phase
- Construction phase monitoring - Emphasize CM’s ability to achieve on-time milestones throughout construction. Focus the schedule narrative on the exceptions (what should have happened but didn’t) and what the CM is doing about it.
 - Review & approve baseline schedules
 - Progress monitoring - Perform field visits to confirm accuracy of contractor generated schedules. Reduce focus on ‘under the hood’ P6 analysis and re-focus on major project milestones using established parameters based on historical metrics. Focus OAC discussions on achievement of milestones and eliminating obstacles to success. Expect robust analysis and mitigation plans from CMs.
 - Delay claim analysis - This is one area where Scheduling expertise is most needed. By definition, CM entitlement to time extensions is usually rooted in Owner-caused delays or major E&O by Designer, or differing site conditions. Mitigating delays beyond the CM’s control would diminish delay incidents and the need to conduct analysis. Notably, most CMs have demonstrated limited skill in producing quality schedule impact analysis meeting the contract intent.
 - Weather tracking - determining excess adverse weather days due to CM by contract.
- Train CMs in proper delay claim analysis preparation.
- Train WCPSS PMs in basic scheduling principles and what to look for in project baselines.
-



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- Oversight and governance of reporting frequency and quality of schedule narratives from CMs.

Additional Responsibilities to Drive FD&C Improvement:

- **Organizational Effectiveness / Performance Improvement / Governance / Operations Support**
- Current disconnected and inefficient highly manual paper-based processes, standards, and tools, related to FD&Cs legacy Project Management Organization (PMO) framework, do not align with industry standards and have limited FD&C's ability to continuously improve project and program performance, reduce risk, and increase transparency.
- Currently all staff and leadership individuals are consumed with their day-to-day responsibilities. The combination of inefficient operations coupled with a lack of resources means that the current FD&C body have little to no capacity to focus attention on strategic improvements including the current efforts related to implementing a new program and project management information system.
- Support the Planners and PMs with analysis and risk management to deliver projects with predictable consistency, efficiency, and success:
 - Site Information / Available Document Review -
 - Preliminary Geotechnical report
 - Boundary Survey and (if available) topo survey
 - Wetlands delineation / letters of determination from USACE/DNR for prior owners
 - ILAs / Development Agreements
 - Environmental phase 1 assessment reports
 - Other pertinent information on existing conditions of parcel & adjacent parcels
 - Parcel / tax map or ID number
 - Sample Site Plan
 - Existing/available utilities- location, size, and distance from BOE property:
 - Domestic & fire protection water
 - Sanitary Sewer – gravity and/or force main & lift station
 - Storm Sewer infrastructure
 - Natural gas (PSNC/Dominion)
 - 3 Phase electric power (Duke Energy or municipality)
 - Fiber Optic (Spectrum, AT&T, others)
 - Roads & Access to BOE property
 - Identify existing access points – existing driveways/curb cuts and/or right-of-way or easements if BOE parcel does not have direct road frontage
 - Adjacent roads - ownership & maintenance- private, municipal, or NCDOT?
 - Existing encumbrances on BOE property
 - Utility easements /deeds - public and private
 - Identify any existing improvements to remain
 - Right-of-ways
 - Current use of facilities by others – termination dates – when do rights expire?



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- Active leases
- Joint use (existing facilities)
- Equipment or materials to be salvaged/removed
- Any existing structures to be demolished?
- Impacts/limitations on development (e.g., set-back from ROW)
- Hazardous materials abatement
- Existing infrastructure
- Community/neighborhood – known issues/challenges/concerns
- Development Expectations – Municipal and Outside Stakeholders -
 - Road connectivity / alignment
 - Planned or ongoing road improvements by others (e.g., adjacent developers)
 - Greenways- adjacent to or near BOE property – existing or planned - connectivity
 - Identify any new utilities to be constructed by adjacent developers
 - Development or Improvement of Adjacent Parcels (community centers, parks- new or existing)
- Support Leadership with effective reporting tools to determine the health of projects; requires the development and tracking of Key Performance Indicators (KPIs)
- Need for development and implementation of a Lessons Learned and Best Practice database for FD&C department programs and projects.
- Identify improvement opportunities, develop and Implement sustainable solutions, and monitor progress of initiatives to drive project management organization maturity.

FEE PROPOSAL

After careful evaluation, we propose a fee of **\$276,800.00** to provide these services and two additional full-time managers beginning February 8, 2021 and continuing through the current fiscal year (June 2021). As we move forward into the new fiscal year, we will utilize this same rate for the duration of the contract.

CONTRACT TERMS

Fees are valid for 90 days from the date of this proposal. Should any of the above be deleted from our scope of services, we reserve the right to adjust the remaining fees to reflect possible resultant changes to the scope of the remaining service.

Invoices will be issued at the end of each calendar month and shall be based upon a fixed fee monthly billing. Each invoice will require payment within a period of 30 days from the date of the invoice.

This agreement may be terminated by either party upon not less than seven (7) 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. If the project is suspended by the owner for more than 30 consecutive days, Cumming shall be compensated for services performed prior to written notice of such suspension. This agreement may be terminated by the owner upon not less than seven (7) days written notice to Cumming in the event that the project is permanently abandoned. If the project is abandoned by the owner for more than 90 consecutive days, Cumming may terminate this agreement by giving



4000 Westchase Blvd
Suite 100
Raleigh, NC 27607
Phone 919-237-4100
ccorpusa.com

written notice. In the event of termination not the fault of Cumming, Cumming shall be compensated for services performed prior to termination, together with reimbursable expenses then due.

CONFIDENTIALITY

Cumming agrees to maintain all Information as confidential, and not to disclose any information to any person unless specifically directed to by the Wake County Public School System.

Thank you again for the opportunity to be part of your team and we certainly look forward to working with you moving forward. I trust the above will be to your satisfaction, but should you have any questions relating to the above then please feel free to contact me anytime.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Whitley". The signature is written in a cursive, flowing style.

Chris Whitley, CCM
Vice President

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2021

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

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

| | |
|--|---|
| PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins. Agency LLC 1 Polaris Way #300 Aliso Viejo, CA 92656 | CONTACT NAME: Stephanie Holly |
| | PHONE (A/C, No, Ext): 949-540-6947 FAX (A/C, No): |
| | E-MAIL ADDRESS: Occerts@MarshMMA.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A : National Fire Insurance Co of Hartford NAIC # 20478 |
| | INSURER B : The Continental Insurance Company 35289 |
| | INSURER C : American Casualty Company or Reading PA 20427 |
| | INSURER D : Berkshire Hathaway Specialty Ins Co 22276 |
| | INSURER E : Continental Casualty Company 20443 |
| | INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-------------------------------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | X | X | 6056835935 | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| E | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | X | X | 6056835949 | 12/31/2020 | 12/31/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0 | X | X | 6020879487 | 12/31/2020 | 12/31/2021 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | 6056835952 - AOS 6056835966 - CA | 12/31/2020 12/31/2020 | 12/31/2021 12/31/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional E&O Retro: 11/07/2006 | | | 47EPP31356501 | 12/31/2020 | 12/31/2021 | \$ 5,000,000 Per Claim \$ 5,000,000 Policy Agg Deductible: \$ 150,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #861-0747, Program Management(CIP 2013/2017), 5625 Dillard Drive, Cary, North Carolina, 27518.
Wake County and Wake County Board of Education are named as Additional Insured on General Liability, per the attached endorsement CNA75079XX (1-15); Waiver of Subrogation applies on General Liability, per the attached endorsement CNA74879XX (1-15); 30 days Notice of Cancellation for non-payment of premium applies per the attached endorsement CNA75014XX (01-2015).

CERTIFICATE HOLDER

CANCELLATION

Wake County & Wake County Board
of Education
111 Corning Road, Suite 190
Cary, NC 27518

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie Holly

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INSURED: Cumming Management Group, Inc.

POLICY #: 6056835935

POLICY PERIOD: 12/31/2020

TO 12/31/2021



This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations hazard**, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

CNA75079XX (1-15)

Page 1 of 2



**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

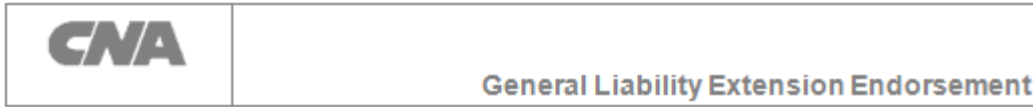
This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the **effective date** of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

INSURED: Cumming Management Group, Inc.

POLICY #: 6056835935

POLICY PERIOD: 12/31/2020

TO: 12/31/2021



It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

| TABLE OF CONTENTS |
|--|
| 1. Additional Insureds |
| 2. Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance |
| 3. Bodily Injury – Expanded Definition |
| 4. Broad Knowledge of Occurrence/ Notice of Occurrence |
| 5. Broad Named Insured |
| 6. Estates, Legal Representatives and Spouses |
| 7. Expected Or Intended Injury – Exception for Reasonable Force |
| 8. In Rem Actions |
| 9. Incidental Health Care Malpractice Coverage |
| 10. Joint Ventures/Partnership/Limited Liability Companies |
| 11. Legal Liability – Damage To Premises |
| 12. Medical Payments |
| 13. Non-owned Aircraft Coverage |
| 14. Non-owned Watercraft |
| 15. Personal And Advertising Injury – Discrimination or Humiliation |
| 16. Personal And Advertising Injury - Contractual Liability |
| 17. Property Damage - Elevators |
| 18. Supplementary Payments |
| 19. Unintentional Failure To Disclose Hazards |
| 20. Waiver of Subrogation – Blanket |



General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:
- (1) ~~is~~ currently in effect or becomes effective during the term of this **Coverage Part**; and
 - (2) ~~was~~ executed prior to:
 - (a) ~~the~~ **bodily injury** or **property damage**; or
 - (b) ~~the~~ offense that caused the **personal and advertising injury**,
for which such additional insured seeks coverage.
- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- (1) a higher limit of insurance than required by such contract or agreement; or
 - (2) ~~coverage~~ broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. ~~such~~ person or organization's financial control of a **Named Insured**; or
2. ~~premises~~ such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

~~provided~~ that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a ~~premises~~ co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Grantor of Franchise

Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury** or **property**



General Liability Extension Endorsement

damage, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. ~~the~~ the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, ~~highway~~ openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. ~~the~~ the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
 - a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,



General Liability Extension Endorsement

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury or property damage included within the products-completed operations hazard**.

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury or property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:
 - a. **bodily injury or property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;
 - b. any express warranty unauthorized by the **Named Insured**;
 - c. any physical or chemical change in any product made intentionally by such person or organization;
 - d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. demonstration, installation, servicing or repair operations, except such operations performed at the such person or organization's premises in connection with the sale of a product;
 - g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or
 - h. **bodily injury or property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) the exceptions contained in Subparagraphs d. or f. above; or
 - (2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This Paragraph J. does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.
3. This Paragraph J. also does not apply:
 - a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;
 - b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor
 - c. if **bodily injury or property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

K. Other Person Or Organization

Any person or organization who is not an additional insured under Paragraphs A. through J. above. Such additional insured is an **Insured** solely for **bodily injury, property damage or personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.



General Liability Extension Endorsement

The coverage granted by this paragraph does not apply to any person or organization:

1. for **bodily injury, property damage, or personal and advertising injury** arising out of the rendering or failure to render any professional service;
 2. ~~for~~ **bodily injury or property damage** included within the **products-completed operations hazard**; nor
 3. ~~who~~ is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**.
2. **ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE**

- A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision ~~2~~, the additional insured's own insurance means insurance on which the additional insured is a named insured.

- B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph 1.K. of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS** the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence, offense or claim** only when the **occurrence, offense or claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence, offense or claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury or property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence, offense or claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence, offense or claim**.

5. **BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph 3. ~~in~~ its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. ~~below~~, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or
 - b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,



General Liability Extension Endorsement

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; or
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, Coverage A – **Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. IN REM ACTIONS

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

CNA74879XX (1-15)

Page 6 of 13

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General Liability Extension Endorsement

9. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the Insuring Agreement is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) ~~such~~ **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) ~~the~~ **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled Exclusions is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. ~~delete~~ the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

~~the~~ **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. ~~add~~ the following additional exclusions.

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

~~Any actual or alleged dishonest, criminal or malicious act, error or omission.~~

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

~~Any health care incident for which coverage is excluded by endorsement.~~

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or



General Liability Extension Endorsement

- b.** Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

~~Professional health care services~~ does not include any services rendered in connection with human clinical trials or product testing.

- ii. ~~delete~~ the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. ~~amend~~ the definition of **Insured** to:

- a. add the following:

- ~~the~~ **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

~~when~~ such **bodily injury** arises out of a **health care incident**.

- ~~the~~ **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

~~when~~ such **bodily injury** arises out of a **health care incident**.

- ~~b.~~ delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- ~~c.~~ add the following:

Insured does not include any physician while acting in his or her capacity as such.



General Liability Extension Endorsement

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph (6) of the **Damage To Property** exclusion and replace it with the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to **Damage To Premises Rented To You** as described in **LIMITS OF INSURANCE**.

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

- C. **LIMITS OF INSURANCE** is amended to delete Paragraph 6. (the **Damage To Premises Rented To You** Limit) and replace it with the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the **Damage To Premises Rented To You** Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:
 - a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and
 - b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.



General Liability Extension Endorsement

The ~~Damage To Premises Rented To You~~ Limit is \$200,000, ~~unless~~ a different ~~Damage to Premises Rented to You~~ Limit is shown in the Declarations.

- D. The **Other Insurance** Condition is amended to delete Paragraph ~~b.(1)(a)(ii)~~, and replace it with the following:
- (ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner, or for personal property of others in the **Named Insured's** care, custody or control;
- E. This Provision ~~10.~~ does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (~~the~~ Medical Expense Limit) and replace it with the following:
7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C - Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:
- (1) \$15,000 unless a different amount is shown here: ~~00000000000000000000~~; or
- (2) ~~the~~ amount shown in the Declarations for Medical Expense Limit.
- B. Under **COVERAGES, Coverage C – Medical Payments**, the **Insuring Agreement** is amended to replace Paragraph ~~1.a.(3)(b)~~ with the following:
- (b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and
- This Paragraph B. does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. ~~the~~ aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. ~~the~~ aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) ~~a~~ watercraft that is not owned by any **Named Insured**, provided the watercraft is:
- (a) ~~less~~ than 75 feet long; and
- (b) ~~not~~ being used to carry persons or property for a charge.



General Liability Extension Endorsement

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

- A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:
- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.
- B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. ~~delete~~ the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) ~~the~~ **Named Insured**; or

(b) ~~any~~ **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. ~~add~~ the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

~~discrimination~~ or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

~~discrimination~~ or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED**S of this endorsement; or
- ~~attachment~~ of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

~~Personal and advertising injury for which the Insured has assumed liability in a contract or agreement.~~

This exclusion does not apply to liability for **damages**:

- (1) ~~that~~ the **Insured** would have in the absence of the contract or agreement; or



General Liability Extension Endorsement

- (2) ~~assumed~~ in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:
- (a) ~~liability~~ to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and
 - (b) ~~such~~ attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.
- B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:
- Insured contract** means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:
1. Paragraph 2.d. is replaced by the following:
 - d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;
 2. The first unnumbered paragraph beneath Paragraph 2.f., ~~(2)(b)~~ is deleted and replaced by the following:

So long as the above conditions are met, ~~attorneys~~ fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph ~~(2)~~ of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.
- D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if Coverage B – **Personal and Advertising Injury Liability** is excluded by another endorsement attached to this Coverage Part.
- 17. PROPERTY DAMAGE – ELEVATORS**
- A. Under **COVERAGES**, Coverage A – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
 - B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.
- 18. SUPPLEMENTARY PAYMENTS**
- The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:
- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. ~~limit~~; and



General Liability Extension Endorsement

B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. ~~limit.~~

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

20. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the ~~Transfer Of Rights Of Recovery Against Others To Us~~ Condition is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. ~~the~~ **Named Insured's** ongoing operations; or
2. ~~your~~ **work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. ~~is~~ in effect or becomes effective during the term of this **Coverage Part**; and
2. ~~was~~ executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



POLICYHOLDER NOTICE - COUNTRYWIDE

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

FACILITIES DESIGN & CONSTRUCTION
Laurie Mirabile, Processing Technician-Contracts

1429 ROCK QUARRY RD.
RALEIGH, NC 27610

PHONE#: 919-588-3607

FAX: 919-856-8172

EMAIL: LMIRABILE@WCPSS.NET

October 26, 2020

CUMMING CONSTRUCTION MANAGEMENT, INC.
720 LADY STREET
COLUMBIA, SC 29201

Ref: Program Management /CO-06 Add Contract Funding 2020-2021 FY

Dear Sir:

Enclosed for your records is an executed original of the **Change Order** for the referenced project/work.

If you have any questions concerning this enclosure, please call **Scott Lowder** at 919-588-3597.

Respectfully,

Laurie Mirabile

Laurie Mirabile
Processing Technician-Contracts

Cc: Scott Lowder, Contract Manager (w/letter only)
WCPSS Finance (w/enclosure) FIN24260_Cumming Construction Management, Inc.
File 862-0747 / 0747 R-O (w/enclosure)

Wake County Public School System

111 Corning Road, Suite 190
Cary NC 27518

CHANGE ORDER

No. 00006

TITLE: Add Contract Funding
PROJECT: Program Management (CIP 2013/2017)
TO: Attn: Jeff Holstein
 Cumming Construction Management, Inc
 720 Lady Street
 Columbia, SC 29201
 Phone: 803-256-1989 Fax: 803-254-5620

DATE: 09/24/2020
PROJECT NO: 861-0747
WCPSS PO NO: 181938
CONTRACT NO: 10
PACKAGE: -
LOCATION: -

DESCRIPTION OF CHANGE


| <u>Item</u> | <u>Description</u> | <u>Change Mgt. No.</u> | <u>Title of Collected Proposal</u> | <u>Time Change</u> | <u>Net Amount</u> |
|-------------|--|------------------------|-------------------------------------|--------------------|-------------------|
| 00001 | Add Contract Funding for Construction Management Services for the 2020-2021 Fiscal Year. Not to Exceed. BOE 9/1/20 | 00020 | Add Contract Funding - 2020-2021 FY | 0 | \$1,034,703.00 |

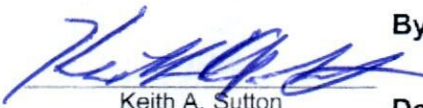
| | | |
|---|-------|----------------|
| The Original Contract Sum was | | \$423,000.00 |
| Net Change by Previously Authorized Requests and Changes | | \$4,147,367.50 |
| The Contract Sum Prior to This Change Order was | | \$4,570,367.50 |
| The Contract Sum Will be Increased | | \$1,034,703.00 |
| The New Contract Sum Including This Change Order | | \$5,605,070.50 |
| The Contract Time Will Not be Changed | | |
| The Date of Substantial Completion as of this Change Order Therefore is | | |

ACCEPTED:

Cumming Construction Management, Inc

Wake County Board of Education

By: 
 Date: 9-24-20
 Jeff Holstein

By: 
 Date: 10/23/20
 Keith A. Sutton

PURCHASE ORDER AMENDMENT

VENDOR NAME: Cumming Construction Management, Inc. PO NUMBER: 181938 DATE: 8/11/20

| LINE # | FROM (OLD) | | TO (NEW) | | BUDGET CODE | AMOUNT OF CHANGE |
|--------|------------|-------|----------|-------------|---------------------------|------------------|
| | QTY | PRICE | QTY | PRICE | | |
| 7 | | | | \$1,034,703 | 04.6570.862.529.0747.0940 | \$1,034,703 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

REASON, DESCRIPTION, OTHER CHANGES:

Add contract funding for construction management services for the 2020-21 fiscal year. Not to exceed. BOE on 9/1/20.

BUDGET MANAGER NAME (PRINTED) Don Haydon

BUDGET MANAGER'S SIGNATURE APPROVING AMENDMENT

Budget Manager's Signature Approving expenditure and certifying that all regulations set forth by the Finance Manual and Board Policy were followed

Don Haydon
19 Aug 20

PURCHASING DEPARTMENT USE ONLY

EP PURCHASE ORDER YES NO

SEND CHANGE ORDER TO VENDOR YES NO

AD
8/19/20

CONTRACT AMENDMENT

This amendment is made by and between Wake County Board of Education (the "School System"), located at 5625 Dillard Drive, Cary, North Carolina 27518 and Cumming Construction Management, Inc., located at 4000 West Chase Boulevard, Suite 100, Raleigh, North Carolina 27607.

The School System and Cumming Construction Management, Inc., previously entered into this agreement as of December 15, 2015, and the parties desire to modify its terms in accordance with this amendment.

Both parties agree to the terms and conditions set forth in the original agreement and the changes included below:

1. Continue to provide two additional consultants from July 1, 2019, to August 31, 2022.
2. Section 2.1. Cumming Construction Management's annual compensation shall remain amended and shall not exceed amounts previously approved by the Board of Education on September 4, 2018:

January 1, 2016 – June 30, 2016: \$364,350 (pro-rated annual salary 5/15-6/30/2016)
 July 1, 2016 – June 30, 2017: \$846,000
 July 1, 2017 – June 30, 2018: \$846,000
 July 1, 2018 – December 31, 2018: \$394,500 (pro-rated annual salary 7/18-12/31/18)
 September 1, 2018 – June 30, 2019: \$961,181.50
 July 1, 2019 – June 30, 2020: \$1,158,336
 July 1, 2020 – June 30, 2021: \$1,034,703
 July 1, 2021 – June 30, 2022: \$1,044,016
 July 1, 2022 – August 31, 2022: \$174,852

**Total contract compensation shall not exceed \$6,823,938.50.
Funds will be encumbered on an annual basis.**

WAKE COUNTY BOARD OF EDUCATION

CUMMING CONSTRUCTION
MANAGEMENT, INC.

By: _____
James D. Martin, Board Chair

By: _____
Authorized Signature

DATE _____

DATE _____



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NORTH CAROLINA 27610-4145

PURCHASE ORDER
181938

PAGE
3

INVOICE TO
WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 Corning Road
Cary, NC 27518

PAYMENT TERMS
Net 30

PO REVISION
0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, AND SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTION ON REVERSE.

TO
Cumming Construction Management Inc
720 Lady Street
Columbia, SC 29201

SHIP TO
WAKE COUNTY PUBLIC SCHOOLS
FACILITIES PLANNING
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610

payments submitted to 25220 Hancock Ave., Suite 440, Murfreesboro, TN 37132
12/1/17 revised address for contractor's from 1213 Lady St., Columbia, SC 29205 to address above.

| DATE | FOB | FREIGHT TERMS | BUYER | | |
|---|----------------|---------------|----------------|-----------|----------------|
| 12/7/2015 | Destination | Prepaid | Joe Desormeaux | | |
| LINE | WCPSS ITEM NO. | QUANTITY | NEED BY DATE | UOM | QUAN. RECEIVED |
| Program Management: Construction Management Services thru 6-30-16 Time and Material Basis not to exceed. WCPSS as an agent to Wake County 04.6570.862.529.0747.0940 BOE: 12-15-15 BALANCE FORWARD FROM PAGE 1 | | | | | 874,184.50 |
| 6 | 1/7/20 | Inv 80514 | 11/30/19 | | 781,229.50 |
| 6 | 4/13/20 | Inv 80973 | 12/31/19 | 92,955.00 | 688,274.50 |
| 6 | 4/13/20 | Inv 82601 | 1/31/20 | 92,955.00 | 595,319.50 |
| 6 | 4/13/20 | Inv 83284 | 2/29/20 | 92,955.00 | 502,364.50 |
| 6 | 4/13/20 | Inv 84355 | 3/31/20 | 92,955.00 | 409,409.50 |
| 6 | 5/21/20 | Inv 85194 | 4/30/20 | 92,955.00 | 316,454.50 |
| 6 | 6/29/20 | Inv 86218 | 5/31/20 | 92,955.00 | 223,499.50 |
| 6 | 7/21/20 | Inv 87384 | 6/30/20 | 92,955.00 | 130,544.50 |
| 6 | 8/18/20 | Inv 88316 | 8/4/20 | 92,955.00 | 37,589.50 |
| 04-6570-861-529-0747-0940 & 04-6570-862-529-0747-0940 | | | | | |
| | | | PARTIAL | 0.00 | 1,726,305.00 |
| | | | FINAL | taxes | \$423,000.00 |
| | | | | | 4,570,367.50 |

RECEIVER'S SIGNATURE Certifying that the above goods or service have been received

DATE David Neter

BUDGET MANAGER'S SIGNATURE Certifying Receipt and that all regulations set forth by the Finance Manual and Board Policy were followed

DATE David Neter

MATERIAL RECEIVING REPORT



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NORTH CAROLINA 27610-4145

PURCHASE ORDER
181938

PAGE
2

INVOICE TO
WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 Corning Road
Cary, NC 27518

PAYMENT TERMS
Net 30

PO REVISION
0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, AND SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTION ON REVERSE.

TO
Cumming Construction Management Inc
720 Lady Street
Columbia, SC 29201

WAKE COUNTY PUBLIC SCHOOLS
FACILITIES PLANNING
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610

payments submitted to 25220 Hancock Ave., Suite 440, Marietta, GA 30066
12/7/17 revised address for contracts/co's from 1213 Lady St., Columbia, SC 29209 to address above.

| DATE | FOB | FREIGHT TERMS | BUYER | | |
|---|----------------|---------------------------------|----------------|--------------|---------------------|
| 12/7/2015 | Destination | Prepaid | Joe Desormeaux | | |
| LINE | WCPSS ITEM NO. | QUANTITY | NEED BY DATE | UOM | QUAN. RECEIVED |
| Program Management: Construction Management Services thru 6-30-16 Time and Material Basis not to exceed. WCPSS as an agent to Wake County 04.6570.861.529.0747.0940 BOE: 12-15-15 BALANCE FORWARD FROM PAGE 1 | | | | | |
| | | | | | 430,577.50 |
| 3 | 3-20-18 | Inv 60405 | 2-28-18 | | 355,571.00 |
| 3 | 4-17-18 | Inv 61351 | 3-31-18 | | 280,564.50 |
| 3 | 5-14-18 | Inv 61891 | 4-30-18 | | 205,558.00 |
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| 3 | 7-24-18 | Inv 63857 | 6-30-18 | | 450,045.00 |
| 3 | 8-21-18 | Inv 64786 | 7-31-18 | | 394,500.00 |
| 4 | 8-21-18 | Inv 64786 | 7-31-18 | | 375,038.50 |
| 4 | 9-18-18 | Inv 65540 | 8-31-18 | | 300,032.00 |
| 4 | 12-11-18 | Inv 68019 | 9-30-18 | | 211,999.00 |
| 4 | 12-11-18 | Inv 68020 | 10-31-18 | | 96,151.00 |
| 4 | 1-8-19 | Inv 68036 | 11-30-18 | | 0.00 |
| 04.6570.862.529.0747.0940 CIP 2017 Funds | | | | | |
| 5 | 8-30-18 | CP#4 CO#4 renegotiation | 8-30-18 | BOE: 9-4-18 | 961,181.50 |
| 5 | 1-8-19 | Inv 68036 | 11-30-18 | | 941,484.50 |
| 5 | 2-5-19 | Inv 69307 | 12-31-18 | | 825,636.50 |
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| 5 | 4-30-19 | Inv 71553 | 2-28-19 | | 593,940.50 |
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| 5 | 5-28-19 | Inv 73420 | 4-30-19 | | 362,244.50 |
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| 5 | 7-23-19 | Inv 74938 | 6-30-19 | | 130,548.50 |
| 6 | 8-9-19 | CP#5 CO#5 Acid Contract Funding | 8-9-19 | BOE: 8-20-19 | 1,158,336.00 |
| 5 | 8-20-19 | Inv 75959 | 7-31-19 | | 1,173,036.50 |
| 5 | 10-1-19 | Inv 77534 | 8-31-19 | | 1,158,336.00 |
| 6 | 10-1-19 | Inv 77534 | 8-31-19 | | 1,060,094.50 |
| 6 | 10-29-19 | Inv 78429 | 9-30-19 | | 967,139.50 |
| 6 | 11-25-19 | Inv 79573 | 10-31-19 | | 874,184.50 |
| 04-3570-861-529-0747-0940 & 04-6570-862-529-0747-0940 | | | | | 4,147,367.50 |
| PARTIAL FINAL | | | | | 0.00 taxes |
| | | | | | \$423,000.00 |
| | | | | | 4,570,367.50 |

RECEIVER'S SIGNATURE Certifying that the above goods or service have been received

DATE David Neter

BUDGET MANAGER'S SIGNATURE Certifying Receipt and that all regulations set forth by the Finance Manual and Board Policy were followed

DATE David Neter

MATERIAL RECEIVING REPORT



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NORTH CAROLINA 27610-4145

PURCHASE ORDER
181938

PAGE
1

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, AND SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTION ON REVERSE.

INVOICE TO
WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 Corning Road
Cary, NC 27518

PAYMENT TERMS
Net 30

PO REVISION
0

TO
Cumming Construction Management Inc
720 Lady Street
Columbia, SC 29201

OL dlHS
WAKE COUNTY PUBLIC SCHOOLS
FACILITIES PLANNING
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610

payments submitted to 25220 Hancock Ave., Suite 440, Murfrees, CA 92562
12/7/17 revised address for contracts/co's from 1213 Lady St., Columbia, SC 29209 to address above.

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| 12/7/2015 | Destination | Prepaid | Joe Desormeaux | | |
| LINE | WCPSS ITEM NO. | QUANTITY | NEED BY DATE | UOM | QUAN. RECEIVED |
| 1 | Program Management: Construction Management Services thru 6-30-16 Time and Material Basis not to exceed. WCPSS as an agent to Wake County 04.6570.861.529.0747.0940 BOE: 12-15-15 | | | | \$423,000.00 |
| 1 | 3-16-16 | Inv 43175 | 1-31-16 | Neter approved | 38,175.00 |
| 1 | 3-30-16 | Inv 43600 | 2-29-16 | Neter approved | 49,125.00 |
| 1 | 4-27-16 | Inv 44055 | 3-31-16 | | 51,975.00 |
| 1 | 5-25-16 | Inv 44607 | 4-30-16 | | 53,925.00 |
| 2 | 5-23-16 | CP#1 fee adjust CO#1 | 5-20-16 | BOE: 6-7-16 | 787,350.00 |
| 1 | 7-5-16 | Inv 45739 | 5-31-16 | | 48,018.00 |
| 1 | 7-5-16 | Inv 46100 | 6-30-16 | | 49,263.00 |
| 1 | 12-6-16 | Inv 46893 | 7-31-16 | | 40,612.50 |
| 1 | 12-6-16 | Inv 47367 | 8-31-16 | | 57,450.00 |
| 1-2 | 12-6-16 | Inv 48058 | 9-30-16 | | 37,125.00 |
| 2 | 12-6-16 | Inv 48479 | 10-31-16 | | 75,006.50 |
| 2 | 12-6-16 | Inv 49364 | 11-30-16 | | 75,006.50 |
| 2 | 1-25-17 | Inv 49819 | 12-31-16 | | 75,006.50 |
| 2 | 2-22-17 | Inv 50509 | 1-31-17 | | 75,006.50 |
| 2 | 3-8-17 | Inv 51172 | 2-28-17 | | 75,006.50 |
| 2 | 4-18-17 | Inv 52074 | 3-31-17 | | 75,006.50 |
| 2 | 5-16-17 | Inv 52502 | 4-30-17 | | 75,006.50 |
| 2 | 6-29-17 | Inv 53513 | 5-31-17 | | 75,006.50 |
| 2 | 7-25-17 | Inv 54167 | 6-30-17 | | 75,006.50 |
| 2 | 8-22-17 | Inv 54770 | 7-31-17 | | 75,006.50 |
| 3 | 9-11-17 | CP#2 CO#2 thru 6-30-18 | 9-11-17 | BOE: 9-19-17 | 846,000.00 |
| 2 | 11-13-17 | Inv 55552 | 8-31-17 | | 34,616.50 |
| 3 | 11-13-17 | Inv 55552 | 8-31-17 | | 40,390.00 |
| 3 | 11-13-17 | Inv 56296 | 9-30-17 | | 75,006.50 |
| 3 | 11-13-17 | Inv 57083 | 10-31-17 | | 75,006.50 |
| 3 | 12-12-17 | Inv 57748 | 11-30-17 | | 75,006.50 |
| 3 | 1-23-18 | Inv 58535 | 12-31-17 | | 75,006.50 |
| 3 | 2-20-18 | Inv 59289 | 1-31-18 | | 75,006.50 |
| 04-6570-861-529-0747-0940 | | | | | 1,833,350.00 |
| PARTIAL FINAL | | | | | 0.00 taxes |
| | | | | | \$423,000.00 |
| | | | | | 2,056,350.00 |

RECEIVER'S SIGNATURE Certifying that the above goods or service have been received

DATE David Nster

BUDGET MANAGER'S SIGNATURE Certifying Receipt and that all regulations set forth by the Finance Manual and Board Policy were followed

DATE David Nster

MATERIAL RECEIVING REPORT

Funds Available Inquiry (Wake County Public Schools)

Selection Criteria

Ledger: **Wake County Public Sc** Amount Type: **Year To Date Extended**

Budget: **WCPSS BUDGET** Encumbrance Type: **ALL**

Period: **Aug-20-FY-21** Account Level: **All**

Summary

| Account | Budget | Encumbrance | Actual | Funds Available |
|--------------------------------------|----------------------|-------------------|-------------------|----------------------|
| 04 6570 862 529 0747 0940 000 | 15,493,491.30 | 984,879.25 | 701,962.01 | 13,806,650.04 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Encumbrance Amounts

| | | |
|-------------|-------------------|-------------|
| Commitment | Obligation | Other |
| 0.00 | 984,879.25 | 0.00 |

Account Description

Capital Ou.Facilities Plan.CIP 2017.Miscellaneous Contra.Program Management.Facilities.B

DP
8/11/20



WAKE COUNTY BOARD OF EDUCATION

Wake County Board of Education *FACILITIES* **PRECIS**

Subject

CONSULTING CONTRACT: CUMMING CONSTRUCTION MANAGEMENT, INC.

Department, Board/Staff Liaison(s), and any Presenters from Outside the District

Don Haydon, Chief Facilities & Operations Officer
Bryan Roof, Program Executive, Facilities Design & Construction

Main Points

Cumming Construction Management, Inc. is currently providing direct executive management oversight to the Facilities, Design, and Construction Department. Cumming is also working on facilities organizational alignment, review, and refinement of processes and procedures and development of capacity in areas including stakeholder relationship management and professional development. The Board approved a contract amendment on August 20, 2019, for Cumming Construction Management to provide services through August 31, 2022. However, funding is approved annually.

Fiscal Implications

This will fund the contract through June 30, 2021, based on the contract amendment approved in August 2019. Funding is available from the CIP Program Management budget.

Savings

Not applicable.

Recommendation for Action/Next Steps

Board approval is requested.

Sort By: PO Number
Cost Center: 0940
PO Number: 181938
Rev: 8

Buyer: Adams, Mr. Kris Wynne
Vendor: CUMMING CONSTRUCTION MANAGEMENT INC
Vendor Site: 720LADYST OP
Comments: (JOE DESORMEAUX)

Creation Date: 07-DEC-15
Printed Date: 13-AUG-19
Revised Date: 21-AUG-20
Deliver To Location: Facilities Design and
Requestor: Desormeaux, Mr. Mabry Joseph Jr. (Joe)

Status: Approved
Type: Standard Purchase Order
On Hold:

Amount: 5,605,070.50

| Line | Line Type | Category | Item | Rev | Item Description | Quantity/Amt Ordered | Quantity/Amt Received | Quantity/Amt Cancelled | Unit | Unit Price | Quantity/Amt Billed |
|------|-----------|----------------------|---------------------------|-----|--|----------------------|-----------------------|------------------------|--------|------------|---------------------|
| 1 | Blanket | SERVICES, CONTRACTED | 04.6570.861.529.0747.0940 | | PROGRAM MANAGEMENT (CIP 2013) (861-747) - CONSTRUC Dollar | 423000.00 | 423000.00 | 0.00 | Dollar | 0.00 | 423000.00 |
| 2 | Blanket | SERVICES, CONTRACTED | 04.6570.861.529.0747.0940 | | PROPOSAL FEE ADJUSTMENT - INCREASE \$787,350.00 PER Dollar | 787350.00 | 787350.00 | 0.00 | Dollar | 0.00 | 787350.00 |
| 3 | Blanket | SERVICES, CONTRACTED | 04.6570.861.529.0747.0940 | | INCREASE PO FOR CONSTRUCTION MANAGEMENT SERVICES T Dollar | 846000.00 | 846000.00 | 0.00 | Dollar | 0.00 | 846000.00 |
| 4 | Blanket | SERVICES, CONTRACTED | 04.6570.861.529.0747.0940 | | INCREASE PO FOR CONSTRUCTION MGMT SERVICES THROUGH Dollar | 394500.00 | 394500.00 | 0.00 | Dollar | 0.00 | 394500.00 |
| 5 | Blanket | SERVICES, CONTRACTED | 04.6570.862.529.0747.0940 | | CUMMING CONSTRUCTION RENEGOTIATION - ADDITIONAL SE Dollar | 961181.50 | 961181.50 | 0.00 | Dollar | 0.00 | 961181.50 |
| 6 | Blanket | SERVICES, CONTRACTED | 04.6570.862.529.0747.0940 | | CONSTRUCTION MANAGEMENT SERVICES FOR THE 2019-20 F Dollar | 1158336.00 | 1027791.50 | 0.00 | Dollar | 0.00 | 130544.50 |
| 7 | Blanket | SERVICES, CONTRACTED | 04.6570.862.529.0747.0940 | | CONTRACT FUNDING FOR CONSTRUCTION MANAGEMENT SERVI Dollar | 1034703.00 | 0.00 | 0.00 | Dollar | 0.00 | 1034703.00 |

CO# 6 - \$1,034,703.00
DD 10/1/20



WAKE COUNTY PUBLIC SCHOOL SYSTEM
1551 ROCK QUARRY ROAD
RALEIGH, NC 27610-4145

PURCHASE ORDER

181938
 Page 2 of 2

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 CORNING ROAD, Suite 250
CARY, NC 27518

PAYMENT TERMS
 Net 30
PO REVISION
 8

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO

CUMMING CONSTRUCTION MANAGEMENT INC
720 LADY STREET
COLUMBIA, SC 29201

SHIP
TO

Facilities Design and Construction
 111 Corning Road
 CRIII - Suite 190
 Cary, NC 27518

| DATE | FOB | FREIGHT TERMS | FOR QUESTIONS REGARDING THIS ORDER CONTACT |
|-----------|-------------|---------------|---|
| 07-DEC-15 | Destination | Prepaid | Adams, Kris, kwadams@wcpss.net 919-588-3457 EXT. 83457 |

WCPSS Deliver To Only:

Facilities Design and Construction - 940 (JOE DESORMEAUX)

| LINE | WCPSS ITEM NO | WCPSS ACCOUNT CODE ITEM DESCRIPTION | QTY | UOM | UNIT PRICE | AMOUNT |
|------|---------------|---|----------|--------|------------|--------|
| 5 | | 04.6570.862.529.0747.0940.000 CUMMING CONSTRUCTION RENEGOTIATION - ADDITIONAL SERVICES & EXTENDED FUNDING THROUGH FISCAL YEAR ENDING 6/30/19 BOE: 9/4/18 ADDED 8/30/18CR PER J DESORMEAUX | 961181.5 | Dollar | 1.00 | |
| 6 | | 04.6570.862.529.0747.0940.000 CONSTRUCTION MANAGEMENT SERVICES FOR THE 2019-20 FISCAL YEAR - TIME & MATERIAL BASIS - NOT TO EXCEED \$1,158,336 BOE: 8/20/2019 ADDED 8/13/19CR PER D NETER | 1158336 | Dollar | 1.00 | |
| 7 | | 04.6570.862.529.0747.0940.000 CONTRACT FUNDING FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE 2020-2021 FISCAL YEAR - NOT TO EXCEED BOE: 9/1/20 ADDED 8/21/20CR PER D HAYDON | 1034703 | Dollar | 1.00 | |

RECEIVER'S SIGNATURE Certifying that the above
 Goods or services has been received

 DATE

PARTIAL

FINAL

BUDGET MANAGER'S SIGNATURE Certifying Receipt
 and that all regulations set forth by the Finance
 Manual and Board Policy were followed

 DATE

MATERIAL RECEIVING REPORT



WAKE COUNTY PUBLIC SCHOOL SYSTEM
 1551 ROCK QUARRY ROAD
 RALEIGH, NC 27610-4145

PURCHASE ORDER

181938

Page 1 of 2

INVOICE
TO

WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
 111 CORNING ROAD, Suite 250
 CARY, NC 27518

PAYMENT TERMS
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TO

CUMMING CONSTRUCTION MANAGEMENT INC
 720 LADY STREET
 COLUMBIA, SC 29201

SHIP
TO

Facilities Design and Construction
 111 Corning Road
 CR111 - Suite 190
 Cary, NC 27518

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Facilities Design and Construction - 940 (JOE DESORMEAUX)

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|------|---------------|---|--------|--------|------------|--------|
| 1 | | 04.6570.861.529.0747.0940.000 PROGRAM MANAGEMENT (CIP 2013) (861-747) - CONSTRUCTION MANAGEMENT SERVICES THRU 6-30-16. TIME & MATERIAL BASIS NOT TO EXCEED WCPSS AS AN AGENT TO WAKE COUNTY BOE: 12-15-15 | 423000 | Dollar | 1.00 | |
| 2 | | 04.6570.861.529.0747.0940.000 PROPOSAL FEE ADJUSTMENT - INCREASE \$787,350.00 PER A. FULLER - PG - 5/23/16 BOE: 6/7/16 | 787350 | Dollar | 1.00 | |
| 3 | | 04.6570.861.529.0747.0940.000 INCREASE PO FOR CONSTRUCTION MANAGEMENT SERVICES THROUGH JUNE 30, 2018 PER CONTRACT AMENDMENT ADDED 9-11-17CR PER J DESORMEAUX | 846000 | Dollar | 1.00 | |
| 4 | | 04.6570.861.529.0747.0940.000 INCREASE PO FOR CONSTRUCTION MGMT SERVICES THROUGH DECEMBER 31, 2018 BOE: 6/19/18 ADDED 6/11/18CR PER B CONKLIN | 394500 | Dollar | 1.00 | |

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BUDGET MANAGER'S SIGNATURE Certifying Receipt
 and that all regulations set forth by the Finance
 Manual and Board Policy were followed

 DATE

MATERIAL RECEIVING REPORT

CONTRACT RECONCILIATION

PROJECT NAME: Construction Management Services for 2020-2021
 CONTRACTOR AND PO#: Cumming Construction Management PO# 181938
 CHANGE ORDER OR PAY APP# OR INVOICE# CO# 6

Total contract amount on PO per Oracle (includes PO amendments and CO's) \$ 5,605,070.50

List PO Amendments Processed NOT rolled up to a Change Order to date:

| PO Amendment with description | Amount |
|-------------------------------|--------|
| | |
| | |
| | |
| | |
| | |
| | |

Total of PO Amendments Processed NOT rolled up to a Change Order: \$0.00

List Change Orders NOT executed to date:

| Change Orders | Amount |
|---------------|--------|
| | |
| | |
| | |

Total of Change Orders NOT executed: \$0.00

CONTRACT AMOUNT SHOWING PER CHANGE ORDER/PAY APP/INVOICE: \$5,605,070.50



WAKE COUNTY PUBLIC SCHOOL SYSTEM
 1551 ROCK QUARRY ROAD
 RALEIGH, NORTH CAROLINA 27610-4145

PURCHASE ORDER
181938

PAGE
3

PAYMENT TERMS
Net 30

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, AND SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTION ON REVERSE.

PO REVISION
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INVOICE TO
 WAKE COUNTY PUBLIC SCHOOL SYSTEM
 ACCOUNTING DEPARTMENT
 111 Corning Road
 Cary, NC 27518

TO
Cumming Construction Management Inc
720 Lady Street
Columbia, SC 29201

SHIP TO
 WAKE COUNTY PUBLIC SCHOOLS
 FACILITIES PLANNING
 1551 ROCK QUARRY ROAD
 RALEIGH, NC 27610

payments submitted to 25220 Hancock Ave., Suite 440, Murrieta, CA 92562
 12/7/17 revised address for contracts/co's from 1213 Lady St., Columbia, SC 29209 to address above.

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| 6 | 1/7/20 | Inv 80514 | 11/30/19 | 92,955.00 | 781,229.50 |
| 6 | 4/13/20 | Inv 80973 | 12/31/19 | 92,955.00 | 688,274.50 |
| 6 | 4/13/20 | Inv 82601 | 1/31/20 | 92,955.00 | 595,319.50 |
| 6 | 4/13/20 | Inv 83284 | 2/29/20 | 92,955.00 | 502,364.50 |
| 6 | 4/13/20 | Inv 84355 | 3/31/20 | 92,955.00 | 409,409.50 |
| 6 | 5/21/20 | Inv 85194 | 4/30/20 | 92,955.00 | 316,454.50 |
| 6 | 6/29/20 | Inv 86218 | 5/31/20 | 92,955.00 | 223,499.50 |
| 6 | 7/21/20 | Inv 87384 | 6/30/20 | 92,955.00 | 130,544.50 |
| 6 | 8/18/20 | Inv 88316 | 8/4/20 | 92,955.00 | 37,589.50 |
| 7 | 8/11/20 | CO# 6 P | 8/11/20 | 1,034,703.00 | 1,072,292.50 |

04-6570-861-529-0747-0940 & 04-6570-862-529-0747-0940

PARTIAL FINAL 0.00 taxes 2,761,008.00 **\$423,000.00**
 5,605,070.50

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WAKE COUNTY PUBLIC SCHOOLS
 1551 ROCK QUARRY ROAD
 RALEIGH, NORTH CAROLINA 27610-4145

PURCHASE ORDER
181938

PAGE
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PAYMENT TERMS
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PO REVISION
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INVOICE TO
 WAKE COUNTY PUBLIC SCHOOL SYSTEM
 ACCOUNTING DEPARTMENT
 111 Corning Road
 Cary, NC 27518

TO
Cumming Construction Management Inc
720 Lady Street
Columbia, SC 29201

SHIP TO
 WAKE COUNTY PUBLIC SCHOOLS
 FACILITIES PLANNING
 1551 ROCK QUARRY ROAD
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| 4 | 1-8-19 | Inv 68036 | 11-30-18 | 96,151.00 | 0.00 |
| 04.6570.862.529.0747.0940 CIP 2017 Funds | | | | | |
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| 5 | 8-20-19 | Inv 75959 | 7-31-19 | 115,848.00 | 1,173,036.50 |
| 5 | 10-1-19 | Inv 77534 | 8-31-19 | 14,700.50 | 1,158,336.00 |
| 6 | 10-1-19 | Inv 77534 | 8-31-19 | 98,241.50 | 1,060,094.50 |
| 6 | 10-29-19 | Inv 78429 | 9-30-19 | 92,955.00 | 967,139.50 |
| 6 | 11-25-19 | Inv 79573 | 10-31-19 | 92,955.00 | 874,184.50 |

04-6570-861-529-0747-0940 & 04-6570-862-529-0747-0940

PARTIAL FINAL 0.00 taxes 5,182,070.50

\$423,000.00
 5,605,070.50

RECEIVER'S SIGNATURE Certifying that the above goods or service have been received

DATE David Neter

BUDGET MANAGER'S SIGNATURE Certifying Receipt and that all regulations set forth by the Finance Manual and Board Policy were followed

DATE David Neter

MATERIAL RECEIVING REPORT



WAKE COUNTY PUBLIC SCHOOL SYSTEM
 1551 ROCK QUARRY ROAD
 RALEIGH, NORTH CAROLINA 27610-4145

PURCHASE ORDER
181938

PAGE
1

PAYMENT TERMS
Net 30

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS, AND SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTION ON REVERSE.

PO REVISION
0

INVOICE TO
**WAKE COUNTY PUBLIC SCHOOL SYSTEM
 ACCOUNTING DEPARTMENT
 111 Corning Road
 Cary, NC 27518**

TO
**Cumming Construction Management Inc
 720 Lady Street
 Columbia, SC 29201**

SHIP TO
**WAKE COUNTY PUBLIC SCHOOLS
 FACILITIES PLANNING
 1551 ROCK QUARRY ROAD
 RALEIGH, NC 27610**

payments submitted to 25220 Hancock Ave., Suite 440, Murietta, CA 92562

12/7/17 revised address for contracts/co's from 1213 Lady St., Columbia, SC 29209 to address above.

| DATE | | FOB | | FREIGHT TERMS | | BUYER | |
|-----------|---|------------------------|--------------|----------------|----------------|----------------|--|
| 12/7/2015 | | Destination | | Prepaid | | Joe Desormeaux | |
| LINE | WCPSS ITEM NO. | QUANTITY | NEED BY DATE | UOM | QUAN. RECEIVED | | |
| 1 | Program Management: Construction Management Services thru 6-30-16 Time and Material Basis not to exceed. WCPSS as an agent to Wake County 04.6570.861.529.0747.0940 BOE: 12-15-15 | | | | | \$423,000.00 | |
| 1 | 3-16-16 | Inv 43175 | 1-31-16 | Neter approved | 38,175.00 | 384,825.00 | |
| 1 | 3-30-16 | Inv 43600 | 2-29-16 | Neter approved | 49,125.00 | 335,700.00 | |
| 1 | 4-27-16 | Inv 44055 | 3-31-16 | | 51,975.00 | 283,725.00 | |
| 1 | 5-25-16 | Inv 44607 | 4-30-16 | | 53,925.00 | 229,800.00 | |
| 2 | 5-23-16 | CP#1 fee adjust CO#1 | 5-20-16 | BOE: 6-7-16 | 787,350.00 | 1,017,150.00 | |
| 1 | 7-5-16 | Inv 45739 | 5-31-16 | | 48,018.00 | 969,132.00 | |
| 1 | 7-5-16 | Inv 46100 | 6-30-16 | | 49,263.00 | 919,869.00 | |
| 1 | 12-6-16 | Inv 46893 | 7-31-16 | | 40,612.50 | 879,256.50 | |
| 1 | 12-6-16 | Inv 47367 | 8-31-16 | | 57,450.00 | 821,806.50 | |
| 1-2 | 12-6-16 | Inv 48058 | 9-30-16 | | 37,125.00 | 784,681.50 | |
| 2 | 12-6-16 | Inv 48479 | 10-31-16 | | 75,006.50 | 709,675.00 | |
| 2 | 12-6-16 | Inv 49364 | 11-30-16 | | 75,006.50 | 634,668.50 | |
| 2 | 1-25-17 | Inv 49819 | 12-31-16 | | 75,006.50 | 559,662.00 | |
| 2 | 2-22-17 | Inv 50509 | 1-31-17 | | 75,006.50 | 484,655.50 | |
| 2 | 3-8-17 | Inv 51172 | 2-28-17 | | 75,006.50 | 409,649.00 | |
| 2 | 4-18-17 | Inv 52074 | 3-31-17 | | 75,006.50 | 334,642.50 | |
| 2 | 5-16-17 | Inv 52502 | 4-30-17 | | 75,006.50 | 259,636.00 | |
| 2 | 6-29-17 | Inv 53513 | 5-31-17 | | 75,006.50 | 184,629.50 | |
| 2 | 7-25-17 | Inv 54167 | 6-30-17 | | 75,006.50 | 109,623.00 | |
| 2 | 8-22-17 | Inv 54770 | 7-31-17 | | 75,006.50 | 34,616.50 | |
| 3 | 9-11-17 | CP#2 CO#2 thru 6-30-18 | 9-11-17 | BOE: 9-19-17 | 846,000.00 | 880,616.50 | |
| 2 | 11-13-17 | Inv 55552 | 8-31-17 | | 34,616.50 | 846,000.00 | |
| 3 | 11-13-17 | Inv 55552 | 8-31-17 | | 40,390.00 | 805,610.00 | |
| 3 | 11-13-17 | Inv 56296 | 9-30-17 | | 75,006.50 | 730,603.50 | |
| 3 | 11-13-17 | Inv 57083 | 10-31-17 | | 75,006.50 | 655,597.00 | |
| 3 | 12-12-17 | Inv 57748 | 11-30-17 | | 75,006.50 | 580,590.50 | |
| 3 | 1-23-18 | Inv 58535 | 12-31-17 | | 75,006.50 | 505,584.00 | |
| 3 | 2-20-18 | Inv 59289 | 1-31-18 | | 75,006.50 | 430,577.50 | |

04-6570-861-529-0747-0940

PARTIAL FINAL

0.00 taxes 1,633,350.00

\$423,000.00
2,056,350.00

RECEIVER'S SIGNATURE Certifying that the above goods or service have been received

DATE David Neter

BUDGET MANAGER'S SIGNATURE Certifying Receipt and that all regulations set forth by the Finance Manual and Board Policy were followed

DATE David Neter

MATERIAL RECEIVING REPORT

Contract Signature Request Form

TO: SUPERINTENDENT'S OFFICE

** Please indicate if your document has a deadline:* _____

FROM: Clint Council

DATE: 10/13/2020

DEPARTMENT: FD&C

POINT OF CONTACT: Laurie Mirabile

PHONE NUMBER: 919-588-3607

RETURN THRU COURIER

CALL FOR PICKUP

CHIEF OFFICER'S APPROVAL: _____

LEADERSHIP TEAM APPROVAL (print): D.M. Haydon, Jr.

LEADERSHIP TEAM APPROVAL (sign): _____

The attached document requires the following:

TITLE OF DOCUMENT & Justification: Program Management / Cumming Construction Management, Inc.

CO-06 Add Contract Funding

Board Chair's Signature

Board Action Taken on (09 - 01 - 2020)

No Board Action Taken (Explain) _____

Superintendent's Signature

Finance Officer's Signature

Notary Public's Signature and Seal

Board Seal

Comments: Please email Alex Dalton (adalton2@wcpss.net) when ready for pickup. Thank you!

AD
10/15/20

Contract Signature Request Form

TO: SUPERINTENDENT'S OFFICE

* Please indicate if your document has a deadline: _____

FROM: Clint Council

DATE: 10/13/2020

DEPARTMENT: FD&C POINT OF CONTACT: Laurie Mirabile

PHONE NUMBER: 919-588-3607

RETURN THRU COURIER

CALL FOR PICKUP

CHIEF OFFICER'S APPROVAL: *D.M. Haydon, Jr. 15 Oct 20*

LEADERSHIP TEAM APPROVAL (print): D.M. Haydon, Jr.

LEADERSHIP TEAM APPROVAL (sign): _____

The attached document requires the following:

TITLE OF DOCUMENT & Justification: Program Management / Cumming Construction Management, Inc.

CO-06 Add Contract Funding

Board Chair's Signature

Board Action Taken on (09 - 01 - 2020)

No Board Action Taken (Explain) _____

Superintendent's Signature

Finance Officer's Signature

Notary Public's Signature and Seal

Board Seal

Comments: Please email Alex Dalton (adalton2@wcpss.net) when ready for pickup. Thank you!

Fiscal Year (FY): 2020-2021

Change Order #: 00006

To FA for Review: _____

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Change Order Routing Form

Person to Call for Pickup: Laurie Mirabile

Date: 10/1/20

Phone Number: 919-856-3607

Subject of Contract: Program Management (CIP 2013/2017) (861-0747) / Add Contract Funding

Contractor: Cumming Construction Management, Inc

Change Order Amount: \$1,034,703.00 ✓

Total Contract Amount: \$5,605,070.50 ✓

Board Action (≥\$100,000): Required

Board's Date of Approval: 09/01/2020 ✓

Purchase Order #: 181938 ✓

Flex Code: _____

Budget Code(s): 04.6570.862.529.0747.0940.000

Items of Special Note: _____

PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CHANGE ORDER:

| | <u>Initial</u> | <u>Date</u> |
|--|-----------------|------------------|
| Contract Manager | <u>LM</u> | <u>10-1-2020</u> |
| Director | <u>CC</u> | <u>10-2-20</u> |
| Senior Director | DS | _____ |
| Chief of Facilities & Operations (≥\$10,000) | <u>DH</u> DS | <u>10/3/2020</u> |
| Fiscal Administrator | <u>AD</u> | <u>10/2/2020</u> |

PLEASE INITIAL AND DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CHANGE ORDER:

| | <u>Initial</u> | <u>Date</u> |
|--|-----------------|------------------|
| Risk Management (Insurance Review) | <u>gcb</u> | <u>10/5/2020</u> |
| Finance (Required: Certification of Funds) | DS | _____ |
| Finance Officer* | <u>MW</u> DS | <u>10/5/2020</u> |
| Chief Operating Officer (Required at \$100,000+) | <u>DN</u> DS | <u>10/7/2020</u> |
| School Board Attorney | <u>VRM</u> | <u>10/9/2020</u> |

(If not standard contract, required by Chief or Assistant Superintendent, or ≥ \$100,000)

Comments: _____

Need to correct the routing form to move Marks' asterisk. Confirm Holstein authorized to sign change order.

* "This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act." G.S. 115C-441(a).

Total contract amount and total PO amount may differ due to ACPs awaiting roll-up into change orders, sales tax, liquidation, or for other reasons.



Certificate Of Completion

| | |
|---|---------------------------|
| Envelope Id: 54A9410AA6864A1DB95CB901739DFFAB | Status: Completed |
| Subject: Please DocuSign: PRIORITY Cumming Construction Amendment # 2/PCM # 7 | |
| Source Envelope: | |
| Document Pages: 52 | Signatures: 2 |
| Certificate Pages: 6 | Initials: 6 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Trisha Posey |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 5625 Dillard Drive |
| | Cary, NC 27518 |
| | tposey@wcpss.net |
| | IP Address: 68.74.196.107 |

Record Tracking

| | | |
|--|--|--------------------|
| Status: Original 1/27/2021 7:21:15 AM | Holder: Trisha Posey tposey@wcpss.net | Location: DocuSign |
| Security Appliance Status: Connected | Pool: StateLocal | |
| Storage Appliance Status: Connected | Pool: Wake County Public School System | Location: DocuSign |

Signer Events

Alexandra Dalton
adalton2@wcpss.net
Senior Fiscal Administrator
Wake County Public School System
Security Level: Email, Account Authentication (None)

Signature



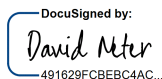
Signature Adoption: Uploaded Signature Image
Using IP Address: 66.56.214.54

Timestamp

Sent: 1/27/2021 7:37:17 AM
Viewed: 1/27/2021 7:38:01 AM
Signed: 1/27/2021 7:39:36 AM

Electronic Record and Signature Disclosure:
Accepted: 7/30/2020 12:21:14 PM
ID: ef8bd540-9d2d-488c-8bdc-1cf39a7b9d9a

David Neter
dneter@wcpss.net
Chief Business Officer
Wake County Public School System
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 152.26.89.240

Sent: 1/27/2021 7:39:46 AM
Viewed: 1/27/2021 7:41:15 AM
Signed: 1/27/2021 8:10:22 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Petra Gooding
docusign-routing@wcpss.net
Buyer
WCPSS
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 152.26.89.231

Sent: 1/27/2021 8:10:30 AM
Viewed: 1/27/2021 10:23:58 AM
Signed: 1/27/2021 10:26:29 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign



Christy Rich
crich2@wcpss.net
Processing Technician
WCPSS
Security Level: Email, Account Authentication (None)

Completed

Using IP Address: 174.109.38.115

Sent: 1/27/2021 10:26:35 AM
Viewed: 1/27/2021 10:31:03 AM
Signed: 1/27/2021 10:41:48 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| Signer Events | Signature | Timestamp |
|--|--|--|
| <p>Alex Dalton adalton2@wcpss.net Senior Fiscal Administrator Wake County Public School System Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 7/30/2020 12:21:14 PM ID: ef8bd540-9d2d-488c-8bdc-1cf39a7b9d9a</p> | <p>Completed</p> <p>Using IP Address: 66.56.214.54</p> | <p>Sent: 1/27/2021 10:41:56 AM Viewed: 1/27/2021 10:55:12 AM Signed: 1/27/2021 10:55:32 AM</p> |
| <p>Mark Winters mwinters@wcpss.net Finance Officer Wake County Public School System Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> |  <p>Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.240</p> | <p>Sent: 1/27/2021 10:55:38 AM Viewed: 1/27/2021 11:21:40 AM Signed: 1/27/2021 12:41:06 PM</p> |
| <p>Lisa Richardson lwrichardson@wcpss.net Assistant Administrator WCPSS Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> | <p>Completed</p> <p>Using IP Address: 152.26.89.232</p> | <p>Sent: 1/27/2021 10:55:39 AM Viewed: 1/27/2021 12:19:16 PM Signed: 1/27/2021 12:20:27 PM</p> |
| <p>g cecil bell gbell@wcpss.net Risk Management Director Wake County Public School System Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> |  <p>Signature Adoption: Pre-selected Style Using IP Address: 152.26.89.241</p> | <p>Sent: 1/27/2021 10:55:39 AM Viewed: 1/27/2021 11:01:05 AM Signed: 1/27/2021 11:08:12 AM</p> |
| In Person Signer Events | Signature | Timestamp |
| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Intermediary Delivery Events | Status | Timestamp |
| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
| Envelope Sent | Hashed/Encrypted | 1/27/2021 7:37:17 AM |
| Certified Delivered | Security Checked | 1/27/2021 11:01:05 AM |
| Signing Complete | Security Checked | 1/27/2021 11:08:12 AM |

| Envelope Summary Events | Status | Timestamps |
|---|------------------|-----------------------|
| Completed | Security Checked | 1/27/2021 12:41:06 PM |
| Payment Events | Status | Timestamps |
| Electronic Record and Signature Disclosure | | |

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wake County Public School System:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: tposey@wcpss.net

To advise Wake County Public School System of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at tposey@wcpss.net and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wake County Public School System

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to tposey@wcpss.net and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wake County Public School System

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to tposey@wcpss.net and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wake County Public School System as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wake County Public School System during the course of your relationship with Wake County Public School System.