ROWAN COUNTY COMMISSION AGENDA
June 19, 2023 - 6:00 PM
J. Newton Cohen, Sr. Room
J. Newton Cohen, Sr. Rowan County Administration Building
130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device:

https://bit.ly/rowanboc6pm
Password: 028144

Or join by phone:
Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

Board members are asked to voluntarily inform the Board if any matter on the agenda might present a conflict of interest or might require the member to be excused from voting.

1 Consider Approval of Consent Agenda

- A. Ambulance Franchise Agreement
- B. DSS and Rowan Transit Memorandum of Agreement (MOA)
- C. Budget Amendments
- D. Sole-Source Zoom
- E. Sole-Source 120 Water

F. Sole-Source Auvik Networks, Inc.
G. GRANT APPLICATION: Approve County Manager to Sign Supporting Documents for Upcoming RTS Grant Applications
H. Consider Approval of the Minutes - 6/5/23
I. GRANT AGREEMENT: Request to approve SLNC–LSTA Grant Agreement for RPL
J. Sole-Source Avineon
K. Sole-Source Cemco Systems Inc.
L. Tax Refunds for Approval
M. Sole-Source Tyler Technologies EnerGov
N. County Manager Multi-Rater Assessment
O. Sole-Source Vulcan Material, Toysmith, & Aurora
P. Sole-Source Patagonia - HOPE Program
Q. Addendum E to Systel Business Equipment Co., Inc.
R. Amendment No. 1 - David Schlang
S. Plan Design Approval for New Transit Building
T. HCCBG Allocation Request
U. GRANT AGREEMENT: Extension Request for Building Reuse Grant ("Agility")
V. Contracts for Liability and Property Pool and Workers' Compensation Pool
W. Sole-Source CivicPlus
X. Country Boy Landscaping Invoice 1
Y. Sole-Source Bluebeam
Z. Set a Public Hearing for Project Swarm for July 17, 2023
AA. West End Plaza/Wharton Smith Change Order
AB. RFQ for High Rock Lake

2 Public Comment Period

3 Rowan County Youth Voice Representative
4 Financial Reports
5 Review/Discussion of FY 2023-2024 Proposed Budget
6 Public Hearing for FY 2023-2024 Proposed Budget
7 Public Hearing for HLC 01-23
8 Public Hearing-Road Name Changes: Possum Hollow, Cordell Cove
9 Public hearing for new road name off Old Tulip Farm Rd
10 Board Appointments
11 Closed Session

- NCGS 143-318.11(a)(3)

12 Adjournment

Individuals with disabilities who need modifications to access the services or public meetings of Rowan County Government may contact the Clerk to the Board of Commissioners three days prior to the meeting by calling (704) 216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Bryan Edwards, EMS Division Chief
DATE: 6 June 2022
SUBJECT: Ambulance Franchise Agreement

Rowan County Emergency Services operates utilizing franchised ambulance companies to handle the nonemergency, non-911 transports. Requesting approval of the attached franchise requests to operate inside Rowan County.

Approval of the attached Franchise Applications to operate inside Rowan County.

ATTACHMENTS:

Description	Upload Date	Type
Providence Transportation	5/24/2023	Backup Material
Novant Health Transport	5/24/2023	Backup Material
TransMed Franchise Agreement Renewal	5/24/2023	Backup Material
Care Transport	5/24/2023	Backup Material
Rowan Rescue Franchise Agreement Renewal	5/24/2023	Backup Material
Cover Memo	5/24/2023	Cover Memo
Kannapolis Franchise Agency Application	5/30/2023	Cover Memo
Reliance Franchise Agreement	6/14/2023	Cover Memo

County of Rowan

Department of Emergency Services
EMS Division

ROWAN COUNTY 911 EM
EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

1. **Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.**
2. **For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.**
3. **For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.**
4. **Franchise modifications retain the expiration date of the original application.**
5. **The document shall be completed electronically, printed upon completion and submitted with original signatures.**
6. **If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.**

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- **Agency contact information**
- **Annual continuing medical education training plans**
- **Personnel rosters**
- **Vehicle changes, additions or deletions**

Changes requiring an Application for Ambulance Franchise Modification include:

- **Provider Name**
- **Level of Service**
- **Location changes, additions or deletions**
- **Agency Type**
- **Response Level**
- **Additional Services provided**

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: David Stevens

Address: 7385 Ridge Rd

City: Lexington State: NC Zip: 27295

Phone: 336-472-7433 Fax Number: 336-472-5668 Email Address: dave@providencetransport.com

Pager: Mobile: 336-508-6322

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Providence Transportation, Inc.

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: P536778

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☒ CONVALESCENT ☒ EMT ☐ AEMT ☐ Paramedic

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services Continuum data base. (Character Limit 1750)

Providence Transportation has been in business since 2013. We were established as a non-emergency medical transporation company specializing in wheelchair and ambulatory transportation. Early in 2020 we launched our ambulance service with 2 ambulances in Davidson County. We have steadily grown our operation to 12 ambulances and 35 EMTs. We currently require all EMTs to keep up with their own continuing education. We will require EMTs working in Rowan County to attend the Rowan County continuing education sessions.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services Continuum data base. If more than 2 vehicles are going to operate in the Rowan EMS System, do not fill out the area below, attach the current vehicle list from the North Carolina Office of Emergency Medical Services Continuum data base.

Unit #: 101 Make: Mercedes Model: 4500 Year: 2011

VIN: WD3PE7CCOB5595351 Permit: NC004719 Inspection Date: 03/08/2022 Expiration: 03/08/2024

Unit #: 112 Make: GMC Model: 4500 Year: 2014

VIN: 1GB6G5CL0E1188940 Permit: NC006052 Inspection Date: 12/09/2022 Expiration: 12/31/2024

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT [7] AND HOURS OF OPERATION[8]. If more than 2 locations are intended, contact Rowan County Emergency Services for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services Continuum data base.

Location Name: Providence Transportation, LLC

Physical Address: 7385 Ridge Rd

City:Lexington State: NC Zip Code: 27295

Mailing Address: 7385 Ridge Rd

City:Lexington State: NC Zip Code: 27295

Phone Number:336-472-7433

Location Hours of Operation: 24 Location Days of Operation: 7

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☒ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☒ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☒ Event Standby

☐ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: [2]

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT ☐ AEMT ☐ Paramedic

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ADD ☐DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐Public ☐Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☐ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

☒ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☒ Annual Continuing Medical Education Training Plan

☒ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☒ Current vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☒ Current Station listing printed from the North Carolina Office of Emergency Services Continuum data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services Continuum data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Bryan Edwards, EMS Division Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

Franchises will be in effect for a term of one (1) year. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

David Stevens / David Stevens — President
Owner/President/Chief
Type/print name

5/11/23
Date

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

PROVIDENCE TRANSPORTATION INC.

the original of which was filed in this office on the 12th day of April, 2013.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 12th day of April, 2013.

Elaine F. Marshall

Secretary of State

State of North Carolina

Office of Emergency Medical Services

Medical Care Commission

Department of Health and Human Services
Division of Health Service Regulation

Having met the requirements of North Carolina General Statute 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

Providence Transportation Inc

is hereby issued an EMS Agency License

This License, Number 3028, expires the last day of March, 2026

Division of Heath Service Regulation

Office of Emergency Medical Services

First Name	Middle Name	Last Name	State Office User ID	Job Title(s)	Certification	Exp Date
Megan	Anne	Babor	P536055	'EMS Technician'	Emergency Medical Technician	8/31/26
John	Matthew	Baldwin	P118373	'EMS Technician'	Emergency Medical Technician	4/30/25
Nathaniel	Scott	Barker	P550411	'EMS Technician'	Emergency Medical Technician	3/31/27
Tyler	Lee	Bennett	P533387	'EMS Technician'	Emergency Medical Technician	12/31/26
Nathan	Keith	Bottoms	P548295	'EMS Technician'	Emergency Medical Technician	7/31/26
Erin	Kathryn	Brown	P547505	'EMS Technician'	Emergency Medical Technician	7/31/26
Hlakapaw	James	Byar	P515121	'EMS Technician'	Emergency Medical Technician	8/31/23
Carlos	Josue	Castillo Lope	P521975	'EMS Technician'	Emergency Medical Technician	12/31/23
Robert	Sterling	Clayton	P080797	'EMS Technician'	Emergency Medical Technician	2/28/25
Nathan	Joseph	Conrad	P547748	'EMS Technician'	Emergency Medical Technician	9/30/26
Dorothy	Lynn	Freidt	P521939	'EMS Technician'	Emergency Medical Technician	7/31/24
Daniel	Cole	Holbrook	P118501	'EMS Technician'	Emergency Medical Technician	8/31/26
Leana	Kamal	Ibrahim	P549671	'EMS Technician'	Emergency Medical Technician	12/31/26
Edward	Clyde	Johnston	P065790	'EMS Technician'	Emergency Medical Technician	1/31/27
Hayleigh	Ashlynn	Kain	P552389	'EMS Technician'	Emergency Medical Technician	3/31/25
Tamera	Chyrene	Kemp	P514958	'EMS Technician'	Emergency Medical Technician	11/30/24
Nabeeha		Khan	P543787	'EMS Technician'	Emergency Medical Technician	1/31/26
Lane	Jeffrey	Lamphear	P547113	'EMS Technician'	Emergency Medical Technician	9/30/26
April		Leonard	P538012	'EMS Technician'	Emergency Medical Technician	4/30/25
Nicole	L	Morgan	P113776	'EMS Technician'	Emergency Medical Technician	3/31/25
Jessica		Muller	P513696	'EMS Technician'	Emergency Medical Technician	3/31/27
Enijah	Jarod	Pace	P530166	'EMS Technician'	Advanced Emergency Medical T	1/31/27
Gehao		Pang	P519179	'EMS Technician'	Emergency Medical Technician	12/31/23
Brennen	Mitchell	Rodriguez	P538516	'EMS Technician'	Emergency Medical Technician	3/31/27
Crystal	Marie	Samuels	P008296	'EMS Technician'	Paramedic	4/30/26
Darla	Lane	Smith	P540461	'EMS Technician'	Emergency Medical Technician	9/30/25
Alec	Daniel	Styer	P540847	'EMS Technician'	Emergency Medical Technician	8/31/25
Samuel	Anthony	Talamantes	P542775	'EMS Technician'	Emergency Medical Technician	2/28/26
Amy	Elizabeth	Taylor	P535762	'EMS Technician'	Emergency Medical Technician	7/31/25
Robin		Thompson	P029966	'EMS Technician'	Paramedic	3/31/25

David		Turpin	P541398	'EMS Technician'	Emergency Medical Technician	8/31/25
Miranda	Emily	VanEpps	P551123	'EMS Technician'	Emergency Medical Technician	10/31/25
Philip	James	Waldrop	P541388	'EMS Technician'	Emergency Medical Technician	8/31/25
Cele	Love	Weakfall	P503451	'EMS Technician'	Emergency Medical Technician	6/30/26
Keisha	Nicole	Williamson	P545633	'EMS Technician'	Emergency Medical Technician	1/31/27

VIN	Model Year	Unit Name	Status
1GB6G2B66A1123448	2009	A108	In Service
1GB6G5CL0E1188940	2014	A112	In Service
1GB6G5CL5e1108824	2014	A103	In Service
1gB6G2B6XA1110251	2010	A106	In Service
1gB6G5CL0B1178503	2011	A107	In Service
1gb3kzc84ff113425	2015	A111	In Service
3C7WRKBL1FG571989	2014	A109	In Service
3C7WRKBLXFG577953	2014	A110	In Service
WD3PE7CC5C5629527	2012	A102	In Service
WD3PE7CCOB5595351	2011	A101	In Service

VIN	Model Year	Unit Name	Status
1GB6GUCG5H1109747	2017	A105	In Service
1gb9g5b67a1133694	2010	A104	In Service
WD3PE7CCOB5595351	2011	A101	In Service

Providence Transportation Inc. (Davidson)

⚠ Update Status

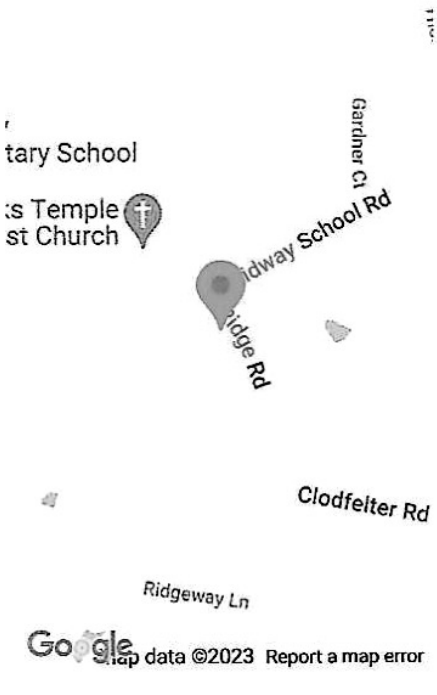
General Information

Physical Address:

7385 Ridge Road
Lexington, NC 27295
Davidson County
Latitude/Longitude Point:
35.9490934,-80.2070763

Mailing Address:

7385 Ridge Road
Lexington, NC 27295
Davidson County
Latitude/Longitude Point:
35.9490934,-80.2070763



Primary Phone:

Secondary Phone: (336) 472-7433

Fax:

Website: providencetransport.com

Status: Open

Last Updated: April 1, 2021 8:14 AM

Properties

Agency Number: 0297888

EMS Agency Service Area County(ies):

- Davidson
- Forsyth
- Rowan

Vendors:

- CloudPCR LLC
- ESO Solutions

SMAT Team Site: No

Associated System(s):

- **System:**Davidson, **Region:** Central
- **System:**Forsyth, **Region:** Central
- **System:**Rowan County EMS System, **Region:** West

Metropolitan Statistical Area:

Services

Configuration

Service Level: Emergency Medical Technician
Primary Service: Medical Transport (Convalescent)
Other Services:

EMD Vendor:

Billing Status:

EMS Agency Specialty Service Capability:

- None

Patient Monitoring Capability(ies):

- ECG-Less than 12 Lead (Cardiac Monitor)

Crew Call Sign:

- 110

Expanded Scope Of Practice: Yes

Organization

Type: Private, Non-Hospital
Status: Non-Volunteer

Agency Attachments

Agency License

Number	Issue Date	Expiration Date	Status
3028	03/03/2020	03/31/2026	Active

Agency Inspection

Nothing found to display.

Vehicles

+ Create

Model	Unit	Permit

County of Rowan

Department of Emergency Services
EMS Division

ROWAN COUNTY EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

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3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
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5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Novant Health New Hanover Regional Medical Center, LLC
d/b/a New Hanover EMS
Note: Novant Health VitaLInk operates within the singularly licenced agency

Address: 5301 Wrightsville Avenue, Building J

City: Wilmington State: NC Zip: 28402

Phone: 910-667-8798 Fax Number: 910-452-8548 Email Address: rick.odonnell@novanthealth.org

Pager: n/a Mobile: 910-367-1440

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Novant Health VitaLink

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: 0107820

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☒ CONVALESCENT ☒ EMT-B ☐ EMT-I ☐ EMT-P

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services CIS data base. (Character Limit 1750)

Novant Health VitaLink has over 30 years of experience as a licensed provider. The program is one of just a few fully accredited by the Commission on Accreditation of Medical Transport Systems (CAMTS) to offer BLS, ALS, ground critical care, and air medical transportation. Presently the program offers non-emergency medical transportation at stations based out of 3 counties: Brunswick, New Hanover, & Pender. All new VitaLink EMTs and Advanced EMTs complete a 5-6 week clinical orientation that includes didactic clinical, safety, and operational training, PHTLS certification, and 12-15 training shifts as a 3rd person orientee overseen by a team of dedicated educators.
In addition, Novant Health VitaLink is contracted with the North Carolina Managed Medicaid Transport brokers. As we have grown we have remained committed to building partnerships in each county we serve to integrate into the existing prehospital care systems so that we are able to collaborate on solutions for patient-centered medical transport needs.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services CIS data base. If more than 2 vehicles are operated, contact the Emergency Services Office for an amended application.

See attached list

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT [7] **AND HOURS OF OPERATION**[8]**.** If more than 2 locations are intended, contact the Emergency Services Office for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services CIS data base.

Location Name: Novant Health Rowan Medical Center

Physical Address: 612 Mocksville Avenue

City: Salisbury State: NC Zip Code: 28144

Mailing Address: 5301 Wrightsville Avenue

City: Wilmington State: NC Zip Code: 28402

Phone Number: 1-800-282-LINK(5465)

Location Hours of Operation: anticipating 12 hour operational periods, 0700-1900; times may adjust based on hospital discharge needs. Location Days of Operation: Monday through Saturday

Location Name: n/a

Physical Address: n/a

City: State: Zip Code:

Mailing Address: n/a

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☒ Private Non-Profit

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☒ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☐ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name: section is not applicable

Address: n/a

City: n/a State: n/a Zip: n/a

Phone: n/a Fax Number: n/a Email Address: n/a

Pager: n/a Mobile: n/a

NAME UNDER WHICH SERVICE WILL OPERATE: [2] n/a

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: n/a

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT-B ☐ EMT-I ☐ EMT-P

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ ADD ☐ DELETE

Location Name: n/a

Physical Address: n/a n/a

City: n/a State: n/a Zip Code: n/a

Mailing Address: n/a

City: n/a State: n/a Zip Code: n/a

n/a

Location Hours of Operation: n/a Location Days of Operation: n/a

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☐ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply **Section & Page not applicable to this application**

☐ Event Standby

☐ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

☒ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☒ Annual Continuing Medical Education Training Plan

☒ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☒ Current vehicle listing printed from the North Carolina Office of Emergency Services CIS data base

☒ Current Station listing printed from the North Carolina Office of Emergency Services CIS data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services CIS data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services CIS data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Bradley Dean, Battalion Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

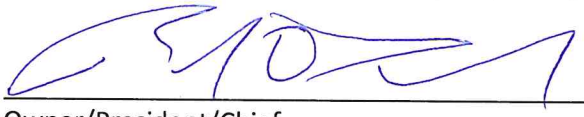
Franchises will be in effect for a term of three (3) years. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.



Owner/President/Chief

4/27/2023

Date

Type/print name: Rick O'Donnell, Senior Director Novant Health Mobile Integrated Health

NORTH CAROLINA
Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

NOVANT HEALTH NEW HANOVER REGIONAL MEDICAL CENTER, LLC

the original of which was filed in this office on the 16th day of September, 2020.

Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 16th day of September, 2020.

Elaine F. Marshall

Secretary of State

SOSID: 2050388
Date Filed: 9/16/2020 12:30:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2020 260 01765

State of North Carolina
Department of the Secretary of State

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: Novant Health New Hanover Regional Medical Center, LLC
(See Item 1of the Instructions for appropriate entity designation)

2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both by checking all applicable boxes.) **Note: This document must be signed by all persons listed.**

Name	Business Address	Capacity
Novant Health Coastal Region, LLC	2085 Frontis Plaza Blvd., Winston-Salem, NC 27103	☒ Member ☐ Organizer
		☐ Member ☐ Organizer
		☐ Member ☐ Organizer

3. The name of the initial registered agent is: Corporation Service Company

4. The street address and county of the initial registered agent office of the limited liability company is:

Number and Street 2626 Glenwood Avenue, Suite 550

City Raleigh State: NC Zip Code: 27608 County: Wake

5. The mailing address, if different from the street address, of the initial registered agent office is:

Number and Street _____

City _____ State: NC Zip Code: _____ County: _____

6. Principal office information: (Select either a or b.)

a. ☑ The limited liability company has a principal office.

The principal office telephone number: 336-718-2050

The street address and county of the principal office of the limited liability company is:

Number and Street: 2085 Frontis Plaza Boulevard

City: Winston-Salem State: NC Zip Code: 28703 County: Forsyth

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address

9. **(Optional):** Please provide a business e-mail address: _____
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

_____

This is the 15 day of September, 2020.

Novant Health New Hanover Regional Medical Center, LLC

DocuSigned by:
J. Kevin Griffin
D58647DA065A475...

Signature

Novant Health Coastal Region, LLC (Member) by Kevin Griffin, its Senior Vice President

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

_____ _____

Signature Signature

_____ _____

Type and Print Name and Title Type and Print Name and Title

NOTE:
1. Filing fee is $125. This document must be filed with the Secretary of State.

State of North Carolina

Office of Emergency Medical Services

Medical Care Commission

Department of Health and Human Services
Division of Health Service Regulation

Having met the requirements of North Carolina General Statue 131E-155.1 and the rules of the North Carolina Medical Care Commission for the licensing of EMS Agencies.

Novant Health New Hanover Regional Medical Center, LLC d/b/a New Hanover EMS

is hereby issued an EMS Agency License

This License, Number 1156 , expires the last day of July 2027

Division of Heath Service Regulation

Office of Emergency Medical Services

Status **Active** PolicyStat ID **10620724**

Origination	04/2018	Owner	Kevin Collopy: Mgr Clinical Outcomes
Last Reviewed	11/2021	Document Area	VitaLink - Quality Management
Effective	11/2021	Applicability	New Hanover Regional Medical Center
Last Revised	11/2021		
Next Review	11/2022		

New Hanover Regional Medical Center

03.05.00 AirLink/VitaLink Clinical Staff Orientation Requirements

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Purpose/Supporting Information

This policy serves as a guideline and defines the initial training requirements for all clinical staff for AirLink/VitaLink Critical Care Transport Teams, including non-emergency transport team members.

Qualifications/Scope

All clinical EMT, Advanced EMT, Paramedic, Critical Care Paramedic, and Critical Care Transport Registered Nurse staff within AirLink, VitaLink.

Procedure

A. Orientation Overview

1. New staff hired to the Specialty Care Transport Department (AirLink/VitaLink) will be required to successfully complete a standardized and competency based program appropriate for the employee's position and level of training, and is detailed throughout this policy. The purpose of this program is to ensure a base knowledge of operations, communications, documentation, equipment, safety, management expectations and clinical competency that meets all hospital, DNV, and Commission on Accreditation of Medical Transport Systems (CAMTS) education expectations. Prior to completing the orientation process all staff must successfully complete all the orientation objectives provided at the beginning of orientation. All paperwork must also be turned in and completed. The department's Education Coordinator oversees the orientation process and validates the completion of each objective. The clinical competencies will be validated in a lab setting prior to completion of the

orientation process. All competencies will be based on the approved Scope of Practice and the job description. The Education Coordinator will meet with the department's managers, as needed, to discuss the progress of each new staff member.

2. The employee will meet with the department's Education Coordinator prior to starting their clinical orientation. At that time, the employee's orientation schedule and orientation objectives will be provided. Department staff members will be assigned to precept the new employee each day that he / she is scheduled to work. No orientee may fill a clinical role during their orientation period unless they have already been boarded and released by the program medical director in a lesser role (e.g. boarded as an EMT now in ALS Paramedic orientation)
3. The department's Medical Director has final approval of the completion of each person's clinical orientation to the department
4. After the successful completion of the orientation period each provider is expected to adhere to the department's Continuing Education Policy for continued improvement and professional growth.
5. All new staff to the Critical Care Transport Department including both ground and air operations (AirLink / VitaLink), who are hired as clinical providers will be provided training based on their license title and categorized into one three groups:
    a. EMT- Basic & Advanced EMT (AEMT)
    b. ALS Paramedic
    c. Critical Care Staff: Critical Care Paramedic & Registered Nurse
    d. Air Medical Flight Crew (must also complete Critical Care Staff orientation)
6. All departmental staff must receive presentations (live or via CBL) on the following
    a. Emergency Vehicle Operations
    b. Infection Control
    c. Just Culture
    d. Safety Management System
        i. Event reporting
        ii. Commitment to safety
        iii. Culture of excellence
    e. Crew Resource Management
    f. Oxygen gas handling
    g. Quality management
        i. Policy review
        ii. Risk management
    h. Patient Care documentation

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i. Sleep deprivation, sleep inertia, circadian rhythms, and signs of fatigue
j. Stress recognition and management
k. Scene safety and risk management

7. All departmental orientees will receive competency training and validation on
    a. emergency vehicle operations
    b. stretcher operations including bariatric stretcher
    c. Point of Care Lab Testing Devices (position specific, see Job Descriptions)

B. Position Specific Orientations
    1. EMT and Advanced EMT (AEMT) Objectives:
        a. A new EMT/AEMT orientation lasts a minimum of 5 weeks depending on his / her previous experience, ability to learn, feedback from his / her preceptor and timely completion of the provided objectives.
        b. All orientation objectives must be completed. These objectives are regularly reviewed and updated by the Education Coordinator and approved by the TQM Committee. Objectives include a comprehensive understanding of
            i. Department policies, protocols, and procedures
            ii. Vehicles operations
            iii. Clinical equipment location and operation
            iv. Communications
            v. Safety including emergency procedures
            vi. Daily operations
            vii. Regional Geography/facility locations
            viii. Documentation
            ix. Clinical knowledge and ability based on NCOEMS Scope of Practice
        c. Orientation Conclusion occurs when the following have been met:
            i. Satisfactory completion of at least 5 driver evaluation forms.
            ii. Recommendation for release by their preceptor
            iii. Successful completion of post-orientation clinical testing.
            iv. Completion of all orientation objectives and assigned competencies.
            v. The Medical Director has final approval for all clinical competencies and skills demonstration, this may be delegated to the education coordinator.
    2. ALS Paramedic Objectives:

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a. A new ALS Paramedic will be scheduled to orient for 6-8 weeks depending on his / her previous experience, ability to learn, feedback from his / her preceptor and timely completion of the provided objectives. Extensions are based heavily upon preceptor feedback. The clinical orientation uses the following schedule as a guideline, however unique circumstances may require schedule modification at the discretion of the education coordinator:
    i. Week 1: hospital orientation, classroom operational & medical orientation
    ii. Week 2: classroom week of didactic clinical training
    iii. Weeks 3-4: hospital clinical rotations
    iv. Week 5: EMS clinical training, which may be waived for team members transferring from local NHREMS
    v. Weeks 6-8: ALS ambulance clinical shifts

b. Objectives are broken down as follows:
    i. Advanced airway management
        a. Rapid sequence intubation.
        b. BIAD
        c. Surgical airways
    ii. Age specific Anatomy, physiology, and assessment for:
        a. Adults
        b. Pediatrics
    iii. Cardiac emergencies
    iv. Neurological emergencies including seizures, stroke, and large vessel occlusions
    v. Burn emergencies
    vi. Environmental emergencies
    vii. Disaster/Triage
    viii. General Medicine
    ix. Endocrine emergencies & toxicology
    x. Traumatic injuries
    xi. Respiratory Management including
        a. CPAP
        b. Oxygen therapy
        c. Respiratory emergencies
    xii. Pediatric medical emergencies

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xiii. Operations to include
    a. Radio use
    b. EMS regulations
    c. Survival
    d. Infection control
    e. Controlled Substance Management
    f. Safety
    g. Vehicle operations
    h. Time sensitive emergencies
    i. Scheduling/staffing models
    j. Program history
    k. Incident command system
    l. Documentation & Billing practices

c. Clinical rotations must be completed utilizing with completion of the provided objectives for the units provided below. Individuals with immediate recent experience in a given unit may be excused from that unit's rotation at the discretion of the Education Coordinator.
    i. Coronary Care Unit/Catheterization Lab
    ii. Emergency Department
    iii. Labor and Delivery
    iv. Pediatrics unit

d. The clinical staff is required to complete a minimum of 15 successful intubations during their orientation. The first 5 intubations must be documented and performed in the operating room while being observed by a CRNA or MDA. Afterwards, these intubations may be performed in:
    i. A clinical setting with physician
    ii. In a clinical setting with a VitaLink preceptor
    iii. On a Simulator Mannequin
    iv. At least 5 intubations (live or on a simulator) must be in each of the following age groups: infant, pediatric, adult.

3. Critical Care Staff Objectives
    a. Clinical orientation for VitaLink is 9-12 weeks in duration, this time frame can be increased at the discretion of the Education Coordinator based on an orientee's professional clinical experience & performance throughout the orientation process. Extensions are based heavily upon preceptor feedback. All clinical orientation shifts are completed with ground critical care transport teams. The clinical orientation uses the following schedule

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as a guideline, however unique circumstances may require schedule modification at the discretion of the education coordinator:

i. Week 1-2: Hospital orientation, classroom operational and medical orientation
ii. Week 2-4: Hospital clinical rotations
iii. Week 5-10: critical care transport unit rotations with high fidelity simulations

b. Objectives are broken down as follows:
    i. Operational objectives:
        a. safety
        b. vehicle operations
        c. Time sensitive emergencies
        d. scheduling/staffing models
        e. program history
        f. Incident command system
        g. Documentation & Billing practices
    ii. Clinical Objectives
        a. Advanced airway management
            i. Rapid sequence intubation.
            ii. BIAD
            iii. Surgical airway
        b. Age specific Anatomy, physiology, and assessment for
            i. Adults
            ii. Pediatrics
            iii. Neonates
        c. Cardiac emergencies and cardiac critical care
        d. Invasive line management
        e. Neurological emergencies including seizures, stroke, and large vessel occlusions
        f. Burn emergencies
        g. Environmental emergencies
        h. High risk obstetrical emergencies
        i. Endocrine emergencies
        j. Traumatic injuries
            i. Head trauma

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ii. Chest trauma
iii. Abdominal trauma
iv. Mechanisms of injury
v. Pediatric trauma

k. Respiratory management including
l. Ventilator use and management
m. high flow nasal cannula
n. Oxygen therapy
o. Respiratory emergencies
p. Pediatric medical emergencies
q. Pharmacology of critical care medicines:

c. Clinical rotations must be completed utilizing with completion of the provided objectives for the units provided below. Individuals with immediate recent experience in a given unit may be excused from that unit's rotation at the discretion of the Education Coordinator.
    i. Coronary Care Unit/Catheterization Lab
    ii. Medical Intensive Care Unit
    iii. Surgical / Trauma Intensive Care Unit
    iv. Labor and Delivery
    v. Operating room
    vi. Pediatric & Neonatal Intensive Care Unit

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d. Orientation conclusion occurs when the following have been met:
    i. All the orientation objectives are complete and positive feedback is received from the assigned preceptors.
    ii. Successful completion of the
        a. written clinical test
        b. written protocol test
        c. Scenario based clinical exam
    iii. This testing is evaluated using the "oral board examination" form with the department's Medical Director who the final approval to release the new clinical staff member
    iv. Critical Care staff orientees are required to complete a minimum of 20 successful intubations during their orientation. At least 5 intubations must be on a pediatric patient or simulator and 5 intubations must be on a neonatal patient or simulator. The first 10 intubations must be documented and performed in the operating room while being observed by a CRNA or MDA.

Afterwards, these intubations may be performed in:

a. A clinical setting with physician
b. In a clinical setting with a VitaLink preceptor
c. On a Simulator Mannequin

e. Flight crew member orientation may be completed immediately following ground orientation at combined discretion of the Program Manager/Chief Transport Nurse and Clinical Outcomes Manager when the following conditions are met:

i. An individual has at least three (3) years of recent rotor-wing medical transport experience (less than 1 year since last flight position held)
ii. There is an open position available on AirLink
iii. The candidate has demonstrated clinical and operational excellence and has an advanced certification such as CFRN, CCRN, FP-C, or CCEMT-P

4. Air Medical Flight Crew Objectives

a. All clinical staff hired to AirLink must have successfully completed the critical care staff orientation objectives described above.
b. Education Components

i. The new AirLink clinical provider will be scheduled to orient to AirLink for minimum of four(4) 12-hour shifts, and 1 twenty-four (24) hour shift depending on the actual flight volume, weather conditions, ability to learn, feedback from his / her preceptor and a timely completion of the provided objectives. At least two (2) shifts must be completed at night
ii. Prior to completed any AirLink clinical orientation shifts, formal didactic training must be completed on:

a. Crew resource management
b. Ground operations safety
c. Safety equipment & Highway scene management
d. Sterile cockpit
e. Stressors of flight
f. Flight physiology
g. Survival
h. Emergency procedures
i. Weather conditions, flight acceptance, and weather minimums
j. Annual aircraft safety brief

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k. Any additional training as required by the air medical vendor.

iii. Night vision goggle training is completed as early as practical during air medical flight crew orientation, this training is provided by the air medical vendor.

c. Orientation completion occurs when the following have been met

i. Completion of all objectives and positive feedback is received from the assigned preceptor

ii. Completion of a minimum of 5 patient transports via helicopter. This requirement may be waived by the chief transport RN and compliance manager when a new team member transitions to AirLink from a flight role at another program using the same model helicopters.

iii. Positive feedback and recommendation of release from a preceptor

References

A. Commission on Accreditation Medical Transport Systems, 12th Edition Standards, sections: 03.05.00

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All Revision Dates

11/2021, 04/2018

Approval Signatures

Step Description	Approver	Date
	William Powers IV: Faculty/ Physician	11/2021
	John Popella: Dir Critical Care Transport	10/2021
	Kevin Collopy: Mgr Clinical Outcomes	10/2021

Status **Active** PolicyStat ID **12364215**

Origination	04/2018
Last Reviewed	02/2023
Effective	02/2023
Last Revised	02/2023
Next Review	02/2024

Owner	Kevin Collopy: Mgr Clinical Outcomes
Document Area	VitaLink - Quality Management
Applicability	New Hanover Regional Medical Center

03.05.01 AirLink/VitaLink Clinical and Continuing Education Requirements

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Purpose/Supporting Information

This policy defines the continuing medical education guidelines and requirements for all clinical team members working within AirLink/VitaLink Critical Care Transport, the Specialty Care Transport Program within the New Hanover Institution pursuant to GS. 143-514 [.2601(a)(15)] rule 10A NCAC 13P .0601. The New Hanover Institution (Agency 65163) is an approved EMS Continuing Medical Education provider by the State of North Carolina Office of EMS. All other EMS providers within the New Hanover Regional Medical Center Institution System are required to follow the policies set forth by the Novant Health New Hanover EMS system.

This plan requires that education fulfill the training requirements established by Novant Health, the National Registry of Emergency Medical Technicians, North Carolina Board of Nursing, Commission on Accreditation of Medical Transport Systems, and North Carolina Office of EMS.

Qualifications/Scope

All clinical staff within AirLink/VitaLink and Regional Transfer Center

Equipment/Forms

NetLearning

EMS1 Academy

NC OEMS Renewal Application

Procedure

A. Personnel staffing within AirLink/VitaLink are divided into four groups for continuing education purposes
    1. Emergency Medical Technicians
    2. Advanced EMTs
    3. Paramedics (ALS program paramedics)
    4. Critical Care Staff: Critical Care Paramedics & Registered Nurses

B. Education Requirements
    1. Annual didactic education
        a. All clinical staff must obtain specific required continuing education **each calendar year**.
        b. This includes department and network mandatory requirements including:
            i. 4 trauma hours
            ii. 2 neurological emergency (stroke)hours
            iii. 12 hours of critical care level education for all (critical care clinical staff)
            iv. All education assigned by NHRMC education via the hospitals learning management system including
                a. Safety tour
                b. Compliance and Risk Management
                c. Emergency management
                d. Hazardous waste
                e. Exposure (Infection) control/bloodborne pathogens
            v. Annual department specific education assigned by the education coordinator includes
                a. Just Culture
                b. Crew Resource Management
                c. Sleep deprivation & fatigue
                d. Stress recognition & management and resilience
                e. EMS Operations/scene management
                f. Emergency vehicle operations
            vi. All required clinical simulations and clinical rotations as defined in this policy.

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2. Additional required education content is assigned as deemed necessary by the department or network education teams and will have a clearly defined due date.
3. Providers failing to meet the minimum continuing education requirements by the established due date may be suspended until the education or training is completed and/or all hours are completed. Accountability will be enforced using Standard work for overdue education and the network disciplinary process.

C. Annual Competencies

1. Annual Competencies must be completed once every 12 months (expire after 365 days)
2. All clinical staff must have high-risk skill competency validated at least annually in clinical orientation or in an approved skills lab. The skills validated each year will be identified by the education & clinical coordinators, and reviewed and approved by the quality management team based on skills data observed within the program. The education & clinical coordinators are responsible for scheduling and completing skills labs for all staff.
3. Airway management is of particular concern in regards to skill competency. It is an essential skill that can cause patient demise if not performed efficiently. Thus, all staff are required to perform a minimum of one (1) of each advanced airway skill approved for their license level on a mannequin every quarter.
    a. *Staff permitted to perform Rapid Sequence Intubation must also attend an airway management clinical rotation annually with a certified nurse anesthetist or anesthesiologist. This includes all ALS paramedics, critical care paramedics, and critical care transport nurses*.
4. Point of care lab testing is a cornerstone of timely intervention in point of care critical care transport. The accuracy of laboratory testing and interpretation is dependent upon using the most accurate and current strategies. The NHRMC Laboratory POCT Team coordinates with the VitaLink compliance team to monitor trends in the performance in point of care lab testing. The laboratory POCT team is empowered to recommend and assign mandatory education to the VitaLink team that will improve the accuracy and/or reliability of the department's point of care lab testing practices.
    a. all Critical Care staff authorized to use moderate complexity POCT must complete a competency upon hire, after 6 months, and then annually thereafter.
    b. all clinical staff must complete a point of care glucometer competency upon hire and then once annually in the last quarter of the year.

D. Clinical Rotations

1. Clinical Rotations must be completed at least once every 12 months (expire after 365 days)
2. Clinical rotations are completed by the staff based on credential level. All clinical rotations must have written objectives approved by the quality management committee. These rotations may occur in any patient care areas within the NHRMC

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System, hour for hour contact educational hours are provided once appropriate paperwork is on file.

3. High fidelity simulations may be used in lieu of a clinical rotation when the simulation used has written objectives and has been reviewed and approved by the education coordinator and medical director.
4. Staff members who are in need of remediation may be required to perform clinical rotations in specific area(s) or with specifically assigned staff members for clinical evaluation. The length of this rotation will be dependent upon the employees needs based upon the assessment of the department's Education Coordinator.
5. EMTs and Advanced EMTs must complete rotations as assigned by the education coordinator including
    a. medical and trauma simulations
    b. mega-code simulation
6. ALS paramedics must complete clinical rotations/simulations in
    a. Emergency/trauma care
    b. Labor and delivery
    c. Pediatrics
    d. Cardiac care
    e. Airway management (operating room)
7. Critical care staff must complete clinical rotations/simulations in
    a. Adult & pediatric critical care
    b. Emergency/trauma care
    c. Labor & delivery
    d. Airway management (operating room)

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E. Specialty Certifications
    1. Specialty Certifications expire according to each sponsoring organization's policy (e.g. American Heart Association), certifications/certificates without an expiration date will not be recognized.
    2. EMTs & AEMTs must maintain
        a. CPR
        b. PHTLS or equivalent
    3. ALS paramedics must maintain
        a. CPR, ACLS, and PALS
        b. PHTLS or equivalent
    4. Critical Care Providers must maintain
        a. CPR, ACLS, PALS, and neonatal resuscitation

b. advanced trauma certification (TPATC, ATLS audit, TNCC, or equivalent)

c. Advanced specialty certification:

i. Nurses: CFRN, CTRN, or CCRN

ii. Paramedics: FP-C, CCP-C

F. Continuing Education Course Approval

1. All education programs developed with the intent of providing continuing education hours must be submitted to the compliance department for review and approval. All submitted programs must include a title, objectives, delivery model, target audience, and estimated length. The education will review and approve or request corrections to ensure that the content meets

a. national continued competency program requirements (must be assigned to the course)

b. NC OEMS education requirements

c. Gaps identified within the department via QM processes

2. External sources of education are automatically approved when an external institution has already sought and obtained approval from a nationally recognized EMS training system including any state EMS office, Commission on Accreditation for Prehospital Continuing Education, National Registry of EMTs, or NCBON.

a. College credit may be applied at the rate of 16 hours of continuing education for every semester credit hour received. The course content must be relevant to Emergency Medical Services or Nursing and department credit will be at the discretion of the department's education coordinator.

b. Other programs may be accepted upon presentation of a course syllabus, content, length, and presenting body.

c. If credit is granted, the amount of credit is based on instruction time relevant to development in critical care transport.

G. Instructor Credit

1. Individuals are encouraged to participate in the educational program by teaching various topics in a variety of styles and settings. Providers will receive hour for hour credit for content delivered at any meeting, conference, or formal accredited course (e.g. paramedic/nursing school).

2. Individuals presenting a landing zone course, or CME offering prepared by VitaLink and offered to any outside EMS organization will be awarded the same CME hours awarded to the providers in the audience.

H. Continuing Education Delivery Methods

1. Regular live continuing education opportunities are offered to all disciplines. Live education sessions offer credit based on the actual length and are validated via attendance roster. At the discretion of the education coordinator, live education sessions may be videotaped and later made available with credit then given

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following completion of a written exam.

2. Distance learning is an effective means for providing consistent and reliable continuing education and it is supported by many national bodies including the National Association of EMS Physicians, the NCOEMS, and CAMTS. Both initial and continuing education is provided through distance learning management systems. All courses offered through these resources and any distance learning source approved by CECBEMS or NCBON will be given hour for hour CME credit. NHRMC approved distance learning education is automatically accepted. Distance learning education will also be accepted and offered via
    a. EMS1 Academy
    b. Aviation Vendor approved education sources (CTS for aviation staff)

I. Re-credentialing Requirements

1. The staff who maintain EMS licenses are credentialed through the NCOEMS and the NH-NHREMS System; the SCT division is within the NHREMS System. As an approved re-credentialing agency by the NCOEMS local providers must be re-credentialed under the New Hanover Institution System plan(4-years).
2. Under the System plan the following are the minimum CE hour requirements for re-licensure which align with NCOEMS rules:

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License	Total Hours	National Requirements (NCCR)	Local Requirements (clincial hours)	Individual Requirements
EMT	**80**	40	20	20
Advanced EMT	**100**	50	25	25
Paramedic	**120**	60	30 (24)	30
Critical Care Paramedic	**120**	60	30 (24)	30

A.

1. Staff requesting license renewal through the New Hanover System must submit their CE hours on an approved departmental license renewal form at least 30 days prior to license expiration. Hours submitted must meet the National Continued Competency Program requirements including any local hours as required by the education coordinator.
2. The completed EMS renewal form will be reviewed with the education coordinator prior to approval.
3. A written exam is not necessary for EMS license renewal.
4. All staff who submit for renewal must have completed a departmental offered scope of practice simulation within 1 year of the renewal application.
    a. Scope of practice simulations must be documented on an approved simulation evaluation for by the education coordinator or the medical director.
    b. All end of orientation and quarterly simulations meet the requirement of

scope of practice simulation for the purposes of this policy provided that the simulation is written and approved by the medical director.

B. National Registry of EMT's re-credentialing

1. The department offers an in-house training officer who can review and approve any education being submitted to the NREMT for license renewal following the National Continued Competency Requirements

C. Performance remediation

1. Providers may need clinical remediation when gaps are identified in the simulation lab or during annual skills evaluations. In addition, the chart review process and direct clinical observation may result in gap identification.
2. All performance reviews will be completed utilizing a Just Culture approach and documented in the incident tracker reporting system.
3. Final education plans and coaching sessions will be completed on approved paperwork and approved by the program medical director.
4. Remediation may be performed in several ways including but not limited to: self-study packet, course completion, clinical rotations, chart auditing, one-on-one session with the Education Coordinator or designee.

D. Record Keeping

1. The Education Coordinator will maintain an electric record of each provider's original orientation, continuing education from external sources including annual skills verifications, simulation records, and clinical rotations.
2. These records are to be kept indefinitely during employment and for 7 years following the end of an employee's employment.
3. All departmental offered education programs will be tracked using the NHRMC online learning management system. In-house training session attendance will be validated with signed attendance logs.
4. Providers will have access to their transcript through the Education Coordinator. However, it is the individual provider's responsibility to maintain and keep up with their continuing education as it applies to their recertification / license renewal process.
5. All records will be available to the NCOEMS or the System Administrators at their request.

References

A. Commission on Accreditation Medical Transport Systems, 12th Edition Standards, sections: 03.05.01

B. EMS-Continuing Education and Training Requirements (NHEMS Policy)

C. New Hanover Educational Institution Plan

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All Revision Dates

02/2023, 05/2021, 04/2018

Approval Signatures

Step Description	Approver	Date
	John Popella: Dir Critical Care Transport	02/2023
	Kevin Hodge: Program Mgr/ Chief Transport RN	01/2023
	Joseph Chizmar: Mgr Non-Emergency Transport	09/2022
	Kevin Collopy: Mgr Clinical Outcomes	09/2022

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First	Middle	Last Name			Job Title	credential level	expiration date	employment status
Frederick	S	Adams		P508941	'EMS Technician'	Emergency Medical Technician	9/30/2026	'Part Time Paid Employee'
Whitney	Michelle	Adams		P112073	'EMS Technician'	Paramedic	1/31/2026	'Full Time Paid Employee'
Aime	M	Ahrens		P001310	'EMS Technician'	Paramedic	2/28/2025	'Full Time Paid Employee'
Fulton	Coleman	Allen	III	P066721	'EMS Technician'	Advanced Emergency Medical Technician	5/1/2025	'Full Time Paid Employee'
Rachel	A	Amster		P090025	'EMS Technician'	Emergency Medical Technician	2/28/2026	'Full Time Paid Employee'
Evan	C	Anderson		P076428	'Nurse'	Paramedic	11/30/2024	'Full Time Paid Employee'
Erin		Andrews		P094492	'EMS Technician'	Advanced Emergency Medical Technician	8/31/2026	'Full Time Paid Employee'
Chase	Melina	Arenal		P530483	'EMS Technician'	Advanced Emergency Medical Technician	11/30/2025	'Full Time Paid Employee'
Caleb	Thomas	Askew		P521702	'EMS Technician'	Advanced Emergency Medical Technician	12/31/2026	'Full Time Paid Employee'
Nikole		Atkinson-Smitl		P099887	'EMS Technician'	Paramedic	6/30/2025	'Full Time Paid Employee'
Stephen	A	Bailey		P057660	'EMS Technician'	Paramedic	3/31/2026	'Full Time Paid Employee'
Jack	Keith	Baker	Jr	P045568	'EMS Technician'	Paramedic	7/31/2023	'Full Time Paid Employee'
Kelly	D	Baron		P067549	'EMS Technician'	Paramedic	8/31/2023	'Full Time Paid Employee'
Jason	August	Bazelow		P087142	'EMS Technician'	Paramedic	7/31/2025	'Full Time Paid Employee'
Jeffrey	Kyle	Benton		P111414	'EMS Technician'	Paramedic	7/31/2025	'Full Time Paid Employee'
Aaron	C	Blankenship		P102873	'Nurse'	Emergency Medical Technician	6/30/2025	'Full Time Paid Employee'
Emily	Madison	Blythe		P545794	'EMS Technician'	Emergency Medical Technician	6/30/2026	'Full Time Paid Employee'
Terrance	D	Bradsher		P096140	'EMS Technician'	Emergency Medical Technician	2/28/2026	'Part Time Paid Employee'
Talia	Ann	Brainard		P529834	'EMS Technician'	Advanced Emergency Medical Technician	8/31/2025	'Full Time Paid Employee'
Dashone	Malik	Brayford		P540479	'EMS Technician'	Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
Hillary	Morgan	Britt		P520561	'Nurse'	Emergency Medical Technician	8/31/2024	'Full Time Paid Employee'
Angie	M	Brock		P093674	'EMS Technician'	Paramedic	6/30/2026	'Full Time Paid Employee'
John	Logan	Brooks		P512255	'EMS Technician'	Paramedic	7/31/2025	'Full Time Paid Employee'
Christina	Canipe	Brown		P540066	'Nurse'			'Full Time Paid Employee'
David	S.	Brown		P118491	'EMS Technician'	Paramedic	3/31/2023	'Full Time Paid Employee'
Tanya	Toshkova	Brownlee		P076032	'EMS Technician'	Paramedic	10/31/2023	'Full Time Paid Employee'
Morgan	Decker	Burns		P027510	'EMS Technician'	Paramedic	4/30/2025	'Full Time Paid Employee'
April	E	Campanella		P525506	'Nurse'			'Full Time Paid Employee'
Emily	Nicole	Campbell		P024187	'EMS Technician'	Paramedic	4/30/2025	'Full Time Paid Employee'
Paul		Casper		P512203	'Nurse'	Emergency Medical Technician	3/31/2025	'Full Time Paid Employee'

				'EMS Technician'			
							'Full Time Paid Employee'
				'Agency Primary			
Joseph	Ross	Chizmar	P088970	Contact'	Advanced Emergency Medical Technician	3/31/2023	'Full Time Paid Employee'
Bianca		Coleman	P067986	'Nurse'	Advanced Emergency Medical Technician	5/31/2023	'Full Time Paid Employee'
				Outcomes Viewer'			
				'Administrator'			
				'Training Officer'			
Kevin	T	Collopy	P085210		Paramedic	6/30/2025	Full Time Paid Employee'
Suzanne		Conry	P114223	'EMS Technician'	Advanced Emergency Medical Technician	12/31/2026	'Full Time Paid Employee'
				'Agency Primary			
				Contact'			'Full Time Paid Employee'
Timothy	R	Corbett	P021850	'Administrator'	Paramedic	7/31/2023	'Full Time Paid Employee'
Hayden	Anders	Crabb	P514895	'EMS Technician'	Paramedic	1/31/2027	'Full Time Paid Employee'
Joseph	Patrick	Daniels	P047729	'EMS Technician'	Advanced Emergency Medical Technician	1/31/2025	'Full Time Paid Employee'
LaTeisha	Audree&#C	Darden	P086203	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
Robyn		Davis	P079285	'Nurse'	Emergency Medical Technician	6/30/2026	'Full Time Paid Employee'
Thomas	Robert	Davis	P547004	'EMS Technician'	Emergency Medical Technician	5/31/2026	'Full Time Paid Employee'
Olga	Alexandrov	Delaney	P542419	'EMS Technician'	Advanced Emergency Medical Technician	6/30/2026	'Full Time Unpaid Employee'
Katerina	Marianna	Distler	P532625	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
Cheryl	L	Dorsett	P012099	'EMS Technician'	Paramedic	3/2/2025	'Full Time Paid Employee'
Danielle		Dutil	P124821	'EMS Technician'	Advanced Emergency Medical Technician	12/31/2026	'Full Time Paid Employee'
Nathan	Daniel	Falen	P517539	'EMS Technician'	Advanced Emergency Medical Technician	1/31/2027	'Full Time Paid Employee'
Devony		Fenn	P085024	'EMS Technician'	Paramedic	6/30/2025	'Full Time Paid Employee'
Lauren	Rodriguez	Folk	P531622	'Nurse'	Emergency Medical Technician	1/31/2025	'Full Time Paid Employee'
Hunter	M	Ford	P085061	'EMS Technician'	Emergency Medical Technician	1/31/2025	'Full Time Paid Employee'
Stacie	Gurganus	Foutty	P521499	'Nurse'	Emergency Medical Technician	3/31/2024	'Full Time Paid Employee'
Sharisse	Rene	Genwright	P099962	'EMD Dispatcher'			'Full Time Paid Employee'
Gregory		Gerhat	P108252	'EMS Technician'	Paramedic	11/30/2025	'Full Time Paid Employee'
Brian	C	Geric	P075169	'EMS Technician'	Paramedic	3/31/2027	'Full Time Paid Employee'
Shaquina	Shonniqua	Gore	P532679	'EMS Technician'	Emergency Medical Technician	9/30/2024	'Full Time Paid Employee'
Ingle	Spaulding	Greene	P013905	'EMS Technician'	Paramedic	3/31/2024	'Full Time Paid Employee'

Jordan	Michael	Gregory	P024230	'Nurse'	Paramedic	12/31/2026	'Full Time Paid Employee'
Julianna	Perry	Griffin	P540561	'EMS Technician'	Emergency Medical Technician	8/31/2025	'Full Time Paid Employee'
Ashley	Nicole	Groves	P523538	'EMS Technician'	Emergency Medical Technician	3/31/2024	'Full Time Paid Employee'
Tracie	Holmes	Groves	P048962	'EMS Technician'	Advanced Emergency Medical Technician	10/31/2026	'Full Time Paid Employee'
Jason	M	Hamlett	P006011	'EMS Technician'	Advanced Emergency Medical Technician	12/31/2026	'Full Time Paid Employee'
Candace	Williams	Hansley	P093656	'EMS Technician'	Advanced Emergency Medical Technician	8/31/2026	'Full Time Paid Employee'
				'EMS Technician'			'Full Time Paid Employee'
Matthew	David	Harbolt	P116528	□	Emergency Medical Technician	6/30/2025	□
John	Wayne	Harrison Jr	P542371	'EMS Technician'	Advanced Emergency Medical Technician	6/30/2026	'Part Time Paid Employee'
Bethany	Anita	Hart	P091694	'EMS Technician'	Paramedic	9/30/2025	'Full Time Paid Employee'
Megan	Jacqueline	Hayes	P119072	'EMS Technician'	Advanced Emergency Medical Technician	10/31/2024	'Full Time Paid Employee'
Cristopher	Evan	Hendrix	P100444	'EMS Technician'	Advanced Emergency Medical Technician	4/30/2025	'Full Time Paid Employee'
Kaleb	Austin	Hewett	P537244	'EMS Technician'	Emergency Medical Technician	11/30/2025	'Full Time Paid Employee'
Jonathan	R	Hewitt	P065603	'EMS Technician'	Paramedic	10/31/2023	'Full Time Paid Employee'
Ashley	M	Hockensmith	P103062	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2023	'Full Time Paid Employee'
Ryan	S	Hockensmith	P096804	'EMS Technician'	Paramedic	11/30/2025	'Full Time Paid Employee'
				Administrator' □			'Full Time Paid Employee'
				'Agency Primary			□
Kevin	J	Hodge	P035317	Contact'	Emergency Medical Technician	5/31/2026	□
Kimberly	Thomas	Holland	P090829	'EMS Technician'	Emergency Medical Technician	5/31/2025	'Part Time Paid Employee'
John	Killian	Holt	P525786	'Nurse'			'Full Time Paid Employee'
Christy	Lynn	Hoover	P086450	'EMS Technician'	Paramedic	1/31/2026	'Full Time Paid Employee'
Robert	Edwin	Howlett	P013250	'Nurse'	Paramedic	4/30/2024	'Full Time Paid Employee'
Corri	Michelle	James	P060690	'EMS Technician'	Advanced Emergency Medical Technician	11/30/2025	'Full Time Paid Employee'
Wendy	H	Jernigan	P021505	'EMS Technician'	Paramedic	1/31/2027	'Full Time Paid Employee'
Derek	Austin	Johnson	P123971	'Nurse'	Emergency Medical Technician	1/31/2024	'Full Time Paid Employee'
Katherine	E	Johnson	P010211	'EMS Technician'	Paramedic	1/31/2024	'Full Time Paid Employee'
Joan	Logan	Jones	P104743	'EMS Technician'	Advanced Emergency Medical Technician	11/30/2025	'Full Time Paid Employee'
Michael	P	Kagarise	P037674	'EMS Technician'	Paramedic	1/31/2026	'Full Time Paid Employee'
Justin		Kahney	P037124	'EMS Technician'	Paramedic	2/29/2024	'Full Time Paid Employee'
Kaitlin	Amanda	Kelly	P512202	'Nurse'	Emergency Medical Technician	3/31/2024	'Full Time Paid Employee'
Isabelle		Kenzie	P530668	'EMS Technician'	Advanced Emergency Medical Technician	12/31/2026	'Part Time Paid Employee'
Christophe	G	Kidd	P120963	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
John	U	King	P031131	'EMS Technician'	Emergency Medical Technician	1/31/2026	'Full Time Paid Employee'

Payton	Coy	Kiser	P506929	'EMS Technician'	Paramedic	7/31/2024	'Full Time Paid Employee'
Marie	Elizabeth	Lagan	P106869	'EMS Technician'	Emergency Medical Technician	6/30/2026	'Part Time Paid Employee'
Kelly		Larsen	P060184	'Nurse'	Emergency Medical Technician	5/30/2025	'Full Time Paid Employee'
Lucas	Matthew	Larson	P123538	'EMS Technician'	Emergency Medical Technician	1/31/2026	'Full Time Paid Employee'
William	Benjamin	Litaker	P541114	'EMS Technician'	Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
David	Landon	Long	P104703	'Nurse'	Paramedic	3/31/2024	'Full Time Paid Employee'
Derek	R	Long	P100956	'Nurse'	Emergency Medical Technician	8/31/2023	'Full Time Paid Employee'
Linsey	M	Long	P110770	'EMS Technician'	Paramedic	6/1/2025	'Full Time Paid Employee'
Joseph	A	Lopez	P040321	'EMS Technician'	Emergency Medical Technician	1/31/2026	'Part Time Paid Employee'
Elana		Lovallo	P549233	'Nurse'			'Full Time Paid Employee'
Shannon	Brantly	Maready	P124180	'EMS Technician'	Advanced Emergency Medical Technician	12/31/2023	'Full Time Paid Employee'
Michala	Lynn	Marshall	P533784	'EMS Technician'	Emergency Medical Technician	1/31/2025	'Full Time Paid Employee'
Crystal	Clark	Martin	P026777	'Nurse'	Emergency Medical Technician	2/29/2024	'Full Time Paid Employee'
Jeramy		Martin	P123588	'EMS Technician'	Advanced Emergency Medical Technician	1/31/2027	'Full Time Paid Employee'
				EMS Technician'			'Full Time Paid Employee'
Julius	James	McAdams	P024285	'Training Officer'	Paramedic	5/31/2026	
Thomas	Norman	McCrimmon	P533792	'EMS Technician'	Emergency Medical Technician	1/31/2025	'Full Time Paid Employee'
				'EMS Technician'			
							'Part Time Paid Employee'
				EMD			
Nicholas	Alexander	McKinney	P077990	Dispatcher'	Emergency Medical Technician	5/31/2025	Full Time Paid Employee'
Michael	James	McLees	P541352	'EMS Technician'	Emergency Medical Technician	3/20/2026	'Full Time Paid Employee'
Jed	Alvin	Mercer	P003987	'EMS Technician'	Paramedic	4/30/2023	'Full Time Paid Employee'
Karen	Garvey	Miksch	P029830	'EMS Technician'	Paramedic	7/31/2023	'Full Time Paid Employee'
William	Brisbane	Milligan	P036735	'EMS Technician'	Advanced Emergency Medical Technician	8/31/2025	'Part Time Paid Employee'
Delbert	S	Miracle	P035929	'Administrator'	Advanced Emergency Medical Technician	6/30/2026	'Full Time Paid Employee'
Joshua	W	Nations	P071003	'EMS Technician'	Paramedic	3/31/2025	'Full Time Paid Employee'
Warren	R	Newell	P063069	'EMS Technician'			'Part Time Paid Employee'
Garrett		Niner	P081285	'EMS Technician'	Paramedic	12/31/2023	'Full Time Paid Employee'
Katie	J	Owens	P049401	'Nurse'	Paramedic	2/28/2025	'Full Time Paid Employee'
Adam		Page	P074157	'EMS Technician'	Paramedic	10/31/2025	'Full Time Paid Employee'
Sarah	J	Page	P110029	'EMS Technician'	Paramedic	2/28/2026	'Full Time Paid Employee'
Liam	M	Parnell	P533789	'EMS Technician'	Paramedic	7/31/2026	'Part Time Paid Employee'
Calvin		Pasma	P527363	'Nurse'			'Full Time Paid Employee'

Jared		Payton	P052926	'EMS Technician'	Emergency Medical Technician	1/31/2024	'Part Time Paid Employee'
				Director'			
John	Douglas	Popella	P069099	'Administrator'	Paramedic	10/1/2024	'Full Time Paid Employee'
Shelly	A	Poplin	P016655	'EMS Technician'	Paramedic	5/1/2025	'Full Time Paid Employee'
William	F.	Powers IV	P536417	'Medical Director'			'Full Time Paid Employee'
Other Healthcare		Professional	P999998	'EMS Technician'			'Full Time Paid Employee'
Aaron	M	Rico	P110258	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
Matthew	Patrick	Riley Jr	P522703	'Nurse'	Emergency Medical Technician	1/31/2025	'Full Time Paid Employee'
Sarah	Marie	Roberts	P123560	'EMS Technician'	Paramedic	12/31/2026	'Full Time Paid Employee'
Justin	Lee	Robeson	P061442	'EMS Technician'	Emergency Medical Technician	8/31/2025	'Part Time Paid Employee'
Rodney	Shyron	Robinson Jr	P087143	'EMS Technician'	Advanced Emergency Medical Technician	6/30/2025	'Full Time Paid Employee'
Robert	C	Rochelle	P009444	'EMS Technician'	Emergency Medical Technician	1/31/2027	'Full Time Paid Employee'
Elmer	Reynaldo	Rodriguez-Fuer	P548043	'EMS Technician'	Emergency Medical Technician	8/31/2026	'Full Time Paid Employee'
Leslie	S	Rostedt	P016497	'Nurse'	Paramedic	3/31/2024	'Full Time Paid Employee'
				Nurse' 'Secondary			
Robert	Douglas	Rostedt	P059319	Contact'	Paramedic	3/31/2027	'Full Time Paid Employee'
Jonathan	Fernand	Santini	P536405	'EMS Technician'	Advanced Emergency Medical Technician	3/31/2026	'Full Time Paid Employee'
Joshua	Connor	Schwarz	P544418	'EMS Technician'	Emergency Medical Technician	3/31/2023	'Full Time Paid Employee'
Kristin	Fenee	Sealey	P078741	'EMS Technician'	Paramedic	2/28/2026	'Full Time Paid Employee'
Cheryl	L	Shaver	P002552	'EMS Technician'	Paramedic	8/31/2023	'Full Time Paid Employee'
				EMS Technician'			'Full Time Paid Employee'
Jewell	Cecil	Singletary	P096625	'Secretary'	Emergency Medical Technician	3/31/2027	
Julie	E	Smart	P525505	'Nurse'			'Full Time Paid Employee'
Briana	Marie	Smith	P542504	'EMS Technician'	Emergency Medical Technician	1/31/2026	'Full Time Paid Employee'
Jessica		Smith	P541027	'Nurse'			'Full Time Paid Employee'
John	E	Stancil	P025921	'EMS Technician'	Paramedic	6/30/2026	'Full Time Paid Employee'
Cary	L	Strickland	P008669	'EMS Technician'	Paramedic	12/31/2023	'Full Time Paid Employee'
Dennis	Louis	Thacker	P023097	'EMS Technician'	Paramedic	3/31/2024	'Full Time Paid Employee'
Constance	Christine	Toom	P050186	'EMS Technician'	Emergency Medical Technician	4/30/2025	'Part Time Paid Employee'
Joseph	F.	Turbeville	P056367	'EMS Technician'	Paramedic	3/31/2025	'Full Time Paid Employee'
Chesley	Ryan	Turner	P090428	'Nurse'	Emergency Medical Technician	6/30/2026	'Full Time Paid Employee'
Lourdes	Vanessa	Turner	P518059	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2025	'Full Time Paid Employee'
Toren	Antone	Utke	P509040	'Nurse'	Emergency Medical Technician	2/29/2024	'Full Time Paid Employee'
Anthony	Thomas	Vangritis IV	P075595	'EMS Technician'	Emergency Medical Technician	6/30/2026	'Part Time Paid Employee'

Charles	D	Wease	P013338	'EMS Technician'	Advanced Emergency Medical Technician	7/31/2023	'Full Time Paid Employee'
Amanda	Smith	Weaver	P097222	'Nurse'	Emergency Medical Technician	10/31/2023	'Full Time Paid Employee'
Candace	D	Welborn	P119205	'Nurse'	Emergency Medical Technician	3/31/2024	'Full Time Paid Employee'
Kevin	Clifton	Welborn	P089660	'EMS Technician'	Paramedic	5/31/2023	'Full Time Paid Employee'
Abigail	C	White	P510177	'EMS Technician'	Paramedic	5/31/2026	'Full Time Paid Employee'
Christophe	Ray	Whitman	P024071	'EMS Technician'	Paramedic	7/31/2025	'Full Time Paid Employee'
Karen	Stephanie	Willenbring	P003150	'EMS Technician'	Paramedic	4/30/2026	'Full Time Paid Employee'
Ethan	P	Wooten	P064746	'EMS Technician'	Paramedic	12/9/2025	'Full Time Paid Employee'
Eric	Michael	Zupancic	P119032	'EMS Technician'	Advanced Emergency Medical Technician	10/31/2025	'Part Time Paid Employee'

VitaLink Continuum Vehicle Roster April 2023

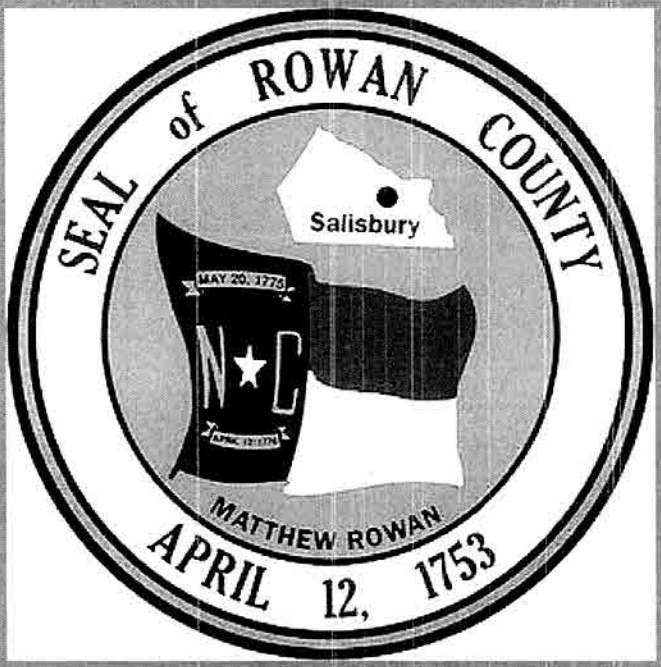
VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDUF4GT7KDA20843	2019	VL15 (19308)	NC005701	3/31/2024	Permanent	Paramedic	In Service
1FDUF4GT9KDA20844	2019	VL 25 (19310)	NC005700	8/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
1FDWE3FS8KDC26767	2019	VL 399 (19334)	NC004860	11/30/2023	Permanent	AEMT	In Service
1FDWE3FS8KDC28468	2019	VL 313 (19333)	NC004859	11/30/2023	Permanent	AEMT	In Service
1FVACWFC6KHKN5907	2019	VL 20 (19309)	NC005702	3/31/2024	Permanent	Paramedic	In Service
1HTMRAAL8BH328067	2010	VL80 (11314)	NC003446	8/31/2023	Permanent	Paramedic	In Service
2NKHHM6X4GM490381	2016	VL 50 (15312)	NC000860	3/31/2024	Permanent	Paramedic	In Service
2NKHHM6X6GM129301	2016	VL 10 (16307)	NC006485	12/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
2NKHHM6X8GM129302	2016	VL 90 (16315)	NC002254	12/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
2NKHM6X0DM368564	2013	VL60 (13313)	NC000926	9/30/2023	Permanent	Paramedic	In Service
3C7WRMCL6JG317830	2018	VL 602 (18317)	NC004325	10/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
3C7WRMCLXJG317829	2018	VL 601 (18136)	NC004326	10/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
3C7WRMFL3NG155978	2022	VL604 (22347)	NC006481	12/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
3C7WRMFL6NG159197	2022	VL35 (22348)	NC006482	12/31/2024	Permanent	Specialty Care Ground Ambulance	In Service
3C7WRNCL7JG338837	2018	VL 603 (19318)	NC002569	4/30/2023	Permanent	Paramedic	In Service
WD3PE7CC3FP137507	2015	VL 311 (15331)	NC000947	9/30/2023	Permanent	Paramedic	In Service
WD3PE7CC3FP149799	2015	VL92 (15319)	NC001025	9/30/2023	Permanent	Paramedic	In Service
WD3PE7CC6FP149800	2015	VL93 (15320)	NC001026	9/30/2023	Permanent	Paramedic	In Service

WD3PE7CC7E5932070	2015	VL314-(15267)	NC006483	12/31/2024	Permanent	AEMT	In Service
WDAPE7CD2GP200678	2016	303 (16323)	NC001911	7/31/2024	Permanent	AEMT	In Service
WDAPE7CD2GP202835	2016	VL 309 (16329)	NC001928	7/31/2024	Permanent	AEMT	In Service
WDAPE7CD3P202357	2016	VL 310 (16330)	NC001929	12/31/2024	Permanent	AEMT	In Service
WDAPE7CD5GP199610	2016	VL91 (16311)	NC005648	7/31/2024	Permanent	AEMT	In Service
WDAPE7CD7GP199611	2016	304 (16324)	NC001907	8/31/2024	Permanent	AEMT	In Service
WDAPE7CD7GP200675	2016	VL 306 (16326)	NC001925	8/31/2024	Permanent	AEMT	In Service
WDAPE7CD8GP200197	2016	305 (16325)	NC005649	7/31/2024	Permanent	AEMT	In Service
WDAPE7CD9GP200676	2016	VL 307 16327)	NC001926	7/31/2024	Permanent	AEMT	In Service
WDAPE7CDDOGP200677	2016	VL 312 (16332)	NC001931	8/31/2024	Permanent	AEMT	In Service
WDAPE7CDOGP201716	2016	VL 308 (16328)	NC001927	8/31/2024	Permanent	AEMT	In Service
WDAPE7CDXGP198517	2016	301 (16321)	NC001912	7/31/2024	Permanent	AEMT	In Service
WDAPE7CDXGP200203	2016	302 (16322)	NC006484	12/31/2024	Permanent	Specialty Care Ground Ambulance	In Service

VitaLink Base Locations April 2023

Name	Location
Novant Health VitaLink Quarters	5305 Wrightsville Avenue Building E Wilmington, NC 28403 New Hanover County
Novant Health VitaLink-Brunswick Base	240 Hospital Drive Bolivia, NC 28422 Brunswick County
Novant Health AirLink Pender Base	507 E Fremont St Novant Health Pender Memorial Hospital Burgaw, NC 28425 Pender County
Novant Health VitaLink-Scotts Hill Base	515 Scotts Hill Medical Drive Wilmington, NC 28411 New Hanover County
Novant Health AirLink 1 Base	304 Wright Brothers Way Apollo Medflight/AirLink, Albert J. Ellis Airport, Executive Terminal Richlands, NC 28574 Onslow County
Novant Health AirLink 2 Base	330 Jefferson St Apollo Medflight/AirLink Whiteville, NC 28472 Columbus County
Novant Health AirLink 3 Base	410 Hospital Drive NE Apollo MedFlight/AirLink Bolivia, NC 28422 Brunswick County

County of Rowan



Department of Emergency Services
EMS Division

ROWAN COUNTY 911 EM
EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

1. **Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.**
2. **For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.**
3. **For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.**
4. **Franchise modifications retain the expiration date of the original application.**
5. **The document shall be completed electronically, printed upon completion and submitted with original signatures.**
6. **If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.**

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- **Agency contact information**
- **Annual continuing medical education training plans**
- **Personnel rosters**
- **Vehicle changes, additions or deletions**

Changes requiring an Application for Ambulance Franchise Modification include:

- **Provider Name**
- **Level of Service**
- **Location changes, additions or deletions**
- **Agency Type**
- **Response Level**
- **Additional Services provided**

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Greg Kirby

Address: 133 Caggiano Dr.

City: Cortney State: SC Zip: 29341

Phone: 888-826-0911 Fax Number: 864-487-1400 Email Address: gkirby@americantransmed.com

Pager: Mobile: 864-303-2700

NAME UNDER WHICH SERVICE WILL OPERATE: [2] American Transmed, Inc.

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: 1572

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT ☐ AEMT ☒ Paramedic

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services Continuum data base. (Character Limit 1750)

See Attached

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services Continuum data base. If more than 2 vehicles are going to operate in the Rowan EMS System, do not fill out the area below, attach the current vehicle list from the North Carolina Office of Emergency Medical Services Continuum data base.

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT[7] **AND HOURS OF OPERATION**[8]**.** If more than 2 locations are intended, contact Rowan County Emergency Services for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services Continuum data base.

Location Name: Rowan Office

Physical Address: 322 E. Fisher St.

City: Salisbury State: NC Zip Code: 28144

Mailing Address: PO Box 2101

City: Gaffney State: SC Zip Code: 29323

Phone Number: 888-826-0911

Location Hours of Operation: 7a-7p Location Days of Operation: 7 days a week

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☑ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☑ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☑ Event Standby

☐ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

American Transmed, Inc. has been operating since 1997 doing non emergent and emergent ambulance transports in SC and NC. Our management team has over 75 years of experience combined in EMS. We follow all recommendations and requirements of NCOEMS and SCDHEC for our CEP. We offer monthly in-service training open for all employees.

First Name	Middle Name	Last Name	Suffix	State Office User ID	Certification	Exp Date
Tammy	Renee	Bishop		P050329	Emergency Medical Technician	3/31/2025
Robert	Doyle	Brown		P033754	Paramedic	2/28/2027
Mishel	L	Cavaliero		P119377		
Maria	Esmeralda	Coes		P532770	Emergency Medical Technician	6/30/2025
Chad	M	Crump		P017972	Paramedic	6/30/2024
Chris	Damian	East		P529931		
Zaida	Fikri	El		P014169	Emergency Medical Technician	8/31/2026
Marisa	Elizabeth	Erwin		P554235		
Clyde	Jeremiah	Ferrell		P529942	Emergency Medical Technician	3/31/2027
Ronnie	Bruce	Fowler	Jr	P076033	Paramedic	1/31/2026
Patrick	Michael	Gibbons		P074113	Paramedic	3/31/2025
Larry	Paul	Gregory		P513728	Emergency Medical Technician	5/31/2025
Chad	R.	Horton		P118944		
Greg	B	Kirby		P001292		
Michael	B.	Lawson		P059616		
Victoria	P	Marks		P020506		
Henry	Jackson	Mckelvey		P552022	Paramedic	12/31/2024
Timothy	W.	Minors		P061529	Paramedic	2/28/2025
Abigail	Dane	Mokler		P512659	Emergency Medical Technician	4/30/2027
Todd	Wesley	Morris		P033838		
Akash	Ramesh	Patel		P095360	Emergency Medical Technician	3/31/2025
Monica		Paxton		P546781		
Roger	Dale	Ravan		P523763		
Jonathan	Tyler	Secrist		P514545	Emergency Medical Technician	3/31/2024
Roc-Anthony		Smith		P033717	Paramedic	5/31/2025
Amanda	N	Thomas		P521615	Emergency Medical Technician	1/31/2024
Kerry	M	Turner		P507625		
Crystal	Ann Rea	Tyler		P091064	Paramedic	3/31/2025
Jameson	Elias	Velasquez Molinari		P521334	Emergency Medical Technician	5/31/2025
Patricia	Jane	Walden		P551982	Emergency Medical Technician	3/31/2027
cameron	christopher	blackwelder		P546852		
christopher	barr	wilson		P546910		

NC Trucks in Continuum

VIN	Model Year	Unit Name	Permit Number	Expiration	Permit Type	Level	Status
1FDSS3ELXEDB14963	2014	3343	NC002733	8/31/2023	Permanent	EMT	In Service
1FDYR2XM8GKB48176	2016	3345	NC003198	6/30/2023	Permanent	EMT	In Service
1FDYR2XMXGKB48177	2016	3346	NC 003197	6/30/2023	Permanent	EMT	In Service
1GB6G5CL3D1160838	2013	3351	NC004499	7/31/2024	Permanent	EMT	In Service
1GB6G5CLXC1180938	2012	3350	NC003081	8/31/2023	Permanent	Paramedic	In Service
1GBHG3965711251032	2007	3331	NC000980	7/31/2024	Permanent	EMT	In Service
WD3PE7CC3D5770503	2013	3348	NC003515	8/31/2023	Permanent	EMT	In Service
WD3PE7CC5D5770504	2013	3349	NC003080	7/31/2024	Permanent	Paramedic	In Service
WD3PE7CCA5461287	2010	3332	NC005231	7/31/2024	Permanent	EMT	In Service
WD3PE7CCOB5604856	2011	3337	NC000981	2/28/2025	Permanent	EMT	In Service
WD3PE7CCXC5685429	2012	3347	NC003514	2/28/2025	Permanent	EMT	In Service

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: [2]

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT ☐ AEMT ☐ Paramedic

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ADD ☐DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐Public ☐Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☐ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

☐ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☐ Annual Continuing Medical Education Training Plan

☐ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☐ Current vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ Current Station listing printed from the North Carolina Office of Emergency Services Continuum data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services Continuum data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Bryan Edwards, EMS Division Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

Franchises will be in effect for a term of one (1) year. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

Owner/President/Chief
Type/print name

Date 5/8/2025

County of Rowan

Department of Emergency Services
EMS Division

ROWAN COUNTY 911 EM
EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Care Transport Group, Inc

Address: 1620 S MLK JR AVE STE #103

City: Salisbury State: NC Zip: 28144

Phone: 704-209-7884 Fax Number: 704-274-1200 Email Address: rusty@caretransportgroup.com

Pager: n/a Mobile: 678-673-9356

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Care Transport Group, Inc

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: n/a

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☒ CONVALESCENT ☐ EMT ☐ AEMT ☐ Paramedic

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services Continuum data base. (Character Limit 1750)

Care Transport Group is an established non-emergency medical transport company based in Rowan County. We hold contracts with Rowan Public School, Medicaid and Medicare Plans, Private Pay Individuals, Long Term Care Facilities. Currently, our primary transport is wheelchairs, but we are seeking partnership for the ability to transport non-emergency stretchers. Our fleet includes (12) vehicles with the current breakdown: (6) wheelchair and stretcher capable and (6) ambulatory only.

We are currently working with NCOEMS for credentialing.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services Continuum data base. If more than 2 vehicles are going to operate in the Rowan EMS System, do not fill out the area below, attach the current vehicle list from the North Carolina Office of Emergency Medical Services Continuum data base.

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT [7] **AND HOURS OF OPERATION**[8]**.** If more than 2 locations are intended, contact Rowan County Emergency Services for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services Continuum data base.

Location Name: Care Transport Group Office

Physical Address: 1620 S MLK JR AVE STE #103

City: Salisbury State: NC Zip Code: 28144

Mailing Address: same as above

City: State: Zip Code:

Phone Number: 704-209-7884

Location Hours of Operation: 7AM-5PM Location Days of Operation: M-F

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐ Public ☒ Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☒ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☒ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

Franchises will be in effect for a term of one (1) year. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

Rusty Rosenheimer

Owner/President/Chief
Type/print name CFO

5-11-23
Date

SOSID: 1820292
Date Filed: 3/19/2019 2:23:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2019 070 01399

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: Care Transport Group, Inc

2. The number of shares the corporation is authorized to issue is: 100000

3. These shares shall be: ***(check either a or b)***

   a. ☑ All of one class, designated as common stock; or

   b. ☐ Divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The name of the initial registered agent is: Angela B. Misenheimer

5. The North Carolina street address and county of the initial registered office of the corporation is:

   Number and Street 106 Summerleigh Street

   City Salisbury State NC Zip Code 28146 County Rowan

6. The mailing address, ***if different from the street address,*** of the initial registered office is:

   Number and Street _____

   City _____ State NC Zip Code _____ County _____

7. Principal office information: (***must select either a or b.***)

   a. ☑ The corporation has a principal office.

   The principal office telephone number: 704.210.8138

   The street address and county of the principal office of the corporation is:

   Number and Street 1620 South Martin Luther King, Jr. Ave. Suite 103

   City Salisbury State NC Zip Code 28144 County Rowan

   The mailing address, ***if different from the street address***, of the principal office of the corporation is:

   Number and Street _____

   City _____ State _____ Zip Code _____ County _____

   b. ☐ The corporation does not have a principal office.

8. Any other provisions, which the corporation elects to include, i.e., the purpose of the corporation, are attached.

9. The name and address of each incorporator is as follows:

Name	Address
John T. Hudson	122 N. Lee Street, Salisbury, NC 28144

10. **(Optional):** Listing of Company Officers (See instructions on why this is important)

Name	Address	Title
Angela B. Misenheimer	1620 S. Martin Luther King, Jr. Ave, Suite 103, Salisbury, NC 28144	President

11. **(Optional):** Please provide a business e-mail address Privacy Redaction. The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future date is specified:

This the 11th day of March 20 19

John T. Hudson
Signature

John T. Hudson, Incorporator
Type or Print Name and Title

NOTES:
1. **Filing fee is $125. This document must be filed with the Secretary of State.**

CARETRA-20 LSTANDIFER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/30/2022

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

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

PRODUCER
Sovereign Transportation Insurance, LLC
280 Interstate N Cicle SE
Suite 425
Atlanta, GA 30339

CONTACT NAME: LaQuita Standifer
PHONE (A/C, No, Ext): (678) 996-3437 FAX (A/C, No):
E-MAIL ADDRESS: lstandifer@sovrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate Insurance Company	32620
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Care Transport Group, Inc.
1620 S Martin Luther King Jr. Ave
Suite 103
Salisbury, NC 28144

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE X OCCUR	X		EGL 0000899 02	7/1/2022	7/1/2023	EACH OCCURRENCE	$ 1,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER: N/A						SEXUAL ABUSE AN	$ 500,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 100,000
	ANY AUTO	X		EAL 0000899 02	7/1/2022	7/1/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,400,000
	X EXCESS LIAB CLAIMS-MADE	X		DDX 0000899 02	7/1/2022	7/1/2023	AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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County of Rowan

Department of Emergency Services
EMS Division

ROWAN COUNTY
EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

1. **Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.**
2. **For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.**
3. **For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.**
4. **Franchise modifications retain the expiration date of the original application.**
5. **The document shall be completed electronically, printed upon completion and submitted with original signatures.**
6. **If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.**

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- **Agency contact information**
- **Annual continuing medical education training plans**
- **Personnel rosters**
- **Vehicle changes, additions or deletions**

Changes requiring an Application for Ambulance Franchise Modification include:

- **Provider Name**
- **Level of Service**
- **Location changes, additions or deletions**
- **Agency Type**
- **Response Level**
- **Additional Services provided**

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Rowan County Rescue Squad, Inc.

Address: 1140 Julian Rd.

City: Salisbury State: NC Zip: 28146

Phone: 704-633-5405 Fax Number: 704-633-9809 Email Address: bobby.parnell@rowanrescue.org
Pager: Mobile: 704-267-8395

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Rowan County Rescue Squad, Inc.

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: 0800295

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☒ EMT ☐ AEMT ☐ Paramedic

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services Continuum data base. (Character Limit 1750)

Founded in July of 1951 the Rowan County Rescue Squad currently operates 2 NCOEMS certified ambulances in Rowan County providing BLS response to both Emergency and Non-Emergency dispatched calls when requested. Currently we have 33 members and 15 additional employees on our roster.

Rowan Rescue provides EMT continuing education on the 2nd Thursday of each month through Rowan-Cabarrus Community College using the CE program topics and outlines developed by the Rowan County EMS System for EMTs and Medical Responders. Personnel who may hold ALS credentials attend continuing education with the Rowan County EMS Division.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services Continuum data base. If more than 2 vehicles are going to operate in the Rowan EMS System, do not fill out the area below, attach the current vehicle list from the North Carolina Office of Emergency Medical Services Continuum data base.

Unit #: 916 Make: Chevrolet Model: Type II Year: 2013

VIN: 1GBZUCL2C1127092 Permit: NC002131 Inspection Date: 01/25/2023 Expiration: 01/31/2025

Unit #: 914 Make: Dodge Model: Type I Year: 2017

VIN: 3C7WRLCL3JG194126 Permit: NC003561 Inspection Date: 01/25/2023 Expiration: 01/31/2025

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT [7] AND HOURS OF OPERATION[8]. If more than 2 locations are intended, contact Rowan County Emergency Services for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services Continuum data base.

Location Name: Rowan County Rescue Squad

Physical Address: 1140 Julian Rd.

City: Salisbury State: NC Zip Code: 28146

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☒ Public ☐ Private

RESPONSE LEVEL: Check One

☒ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☒ Event Standby

☒ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: [2]

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT ☐ AEMT ☐ Paramedic

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ADD ☐DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐Public ☐Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☐ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

☐ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☐ Annual Continuing Medical Education Training Plan

☐ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☐ Current vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ Current Station listing printed from the North Carolina Office of Emergency Services Continuum data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services Continuum data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Bryan Edwards, EMS Division Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

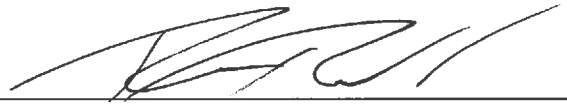
Franchises will be in effect for a term of one (1) year. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.



Owner/President/Chief
Type/print name: Robert Parnell

5/16/23
Date

Rowan County Rescue Squad, Inc. - NC Office of EMS Continuum Roster								
First Name	*Middle Nam*	*Last Name*	*Suffix*	*State Office User ID*	*Job Title(s)*	*Certification*	*Exp Date*	*Employment Status*
Eric	D	Albright		P008834	'EMS Technician'	Advanced Emergency Medical Technician	3/30/25	'Part Time Unpaid Employee'
NICHOLAS	LEI	BARLOW		P517736	'EMS Technician'	Emergency Medical Technician	8/31/23	'Part Time Unpaid Employee'
Robin	Keith	Bailey		P108775	'EMS Technician'	Paramedic	12/31/24	'Part Time Unpaid Employee'
Lynn		Barringer		P029108	'EMS Technician'	Emergency Medical Technician	11/30/26	'Part Time Unpaid Employee'
Tim	R	Beaver		P031215	'EMS Technician'	Emergency Medical Technician	8/31/26	'No Longer Employed by Service'
Douglas	A	Bickerstaff		P018353	'EMS Technician'	Paramedic	6/30/25	'Part Time Paid Employee'
Jerry	D	Blevins		P061091	'EMS Technician'	Emergency Medical Technician	3/30/25	'Part Time Paid and Part Time Unpaid Employee'
Mark	Andrew	Boles		P553135	'First Responder'	Emergency Medical Responder	4/30/27	'Part Time Unpaid Employee'

Jamie	L	Brewer		P021355	'EMS Technician'	Emergency Medical Technician	3/30/25	'Part Time Paid and Part Time Unpaid Employee'
Tony	J	Brown		P026908	'IT Personnel'	Paramedic	3/31/27	'Full Time Paid Employee'
William	Chandler	Brown		P510013	'EMS Technician' 'IT Personnel'	Paramedic	4/30/25	'Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee'
Dalton	Jared	Burleson		P082610	'EMS Technician'	Emergency Medical Technician	2/28/25	'Part Time Paid and Part Time Unpaid Employee'
Allen	James	Carlyle	Jr.	P066521	'EMS Technician'	Emergency Medical Technician	3/31/25	'Part Time Paid and Part Time Unpaid Employee'
David	Gary	DeGrave		P119862	'EMS Technician'	Emergency Medical Technician	6/30/25	'Part Time Paid and Part Time Unpaid Employee'

Bradley	E	Dean		P024266	'EMS Technician' 'Agency Primary Contact' 'Training Officer' 'Administrator'	Paramedic	10/31/26	'Part Time Unpaid Employee' 'Part Time Unpaid Employee' 'Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee'
James	K	Dodd		P030348	'EMS Technician'	Emergency Medical Technician	5/31/26	'Part Time Paid Employee'
David	H	Earnhardt		P012669	'EMS Technician'	Emergency Medical Technician	5/31/23	'Part Time Paid Employee'
Rocky	D	Fields		P012140	'EMS Technician'	Emergency Medical Technician	2/28/25	'Part Time Unpaid Employee'
Jessica	Rae	Grisham		P049972	'First Responder'			'Part Time Paid and Part Time Unpaid Employee'
Cody	Ryan	Harrison		P104230	'EMS Technician'	Emergency Medical Technician	10/31/23	'Part Time Unpaid Employee'
Edward	Clyde	Johnston	Jr	P065790	'EMS Technician'	Emergency Medical Technician	1/31/27	'Part Time Paid and Part Time Unpaid Employee'

Coyte		Karriker		P022245	'EMS Technician'	Emergency Medical Technician	12/31/25	'Part Time Paid and Part Time Unpaid Employee'
Tyler	Mitchell	Karriker		P109028	'EMS Technician'	Emergency Medical Technician	12/31/23	'Part Time Unpaid Employee'
Chad	A	LaTurno		P012476	'EMS Technician' 'Training Officer'	Paramedic	4/30/25	'Part Time Paid Employee' 'Part Time Paid and Part Time Unpaid Employee'
April	M	Lashua		P079520	'EMS Technician'	Paramedic	9/30/25	'Part Time Paid Employee'
Douglas	T	Leary		P006270	'EMS Technician'			'Part Time Paid and Part Time Unpaid Employee'
Wayne	D	Livengood		P007248	'EMS Technician'	Emergency Medical Technician	6/30/25	'Part Time Paid Employee'
James	Ray	Long		P032947	'EMS Technician'	Emergency Medical Technician	9/30/25	'Part Time Paid Employee'
Tisha	James	Mauney		P515849	'EMS Technician'	Paramedic	5/31/26	'Part Time Unpaid Employee'
Michael	Shane	McDaniel		P015962	'EMS Technician'	Emergency Medical Technician	5/31/27	'Part Time Paid and Part Time Unpaid Employee'

Lawrence	S	Mccaskill		P017257	'EMS Technician'	Paramedic	1/31/25	'Part Time Unpaid Employee'
Judy	W	Morgan		P518095	'EMS Technician'	Paramedic	3/31/26	'Part Time Unpaid Employee'
Levi		Morgan		P095809	'EMS Technician'	Emergency Medical Technician	2/28/25	'Part Time Paid and Part Time Unpaid Employee'
Ashlee	Nicole	Myers		P526349	'EMS Technician'	Emergency Medical Technician	5/31/28	'Part Time Unpaid Employee'
Robert	Alan	Parnell		P533844	'EMS Technician' 'Chief' 'Administrator' 'Agency Primary Contact'	Emergency Medical Technician	12/31/24	'Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee' 'Part Time Paid and Part Time Unpaid Employee'
Megan	Renee	Phinney		P515562	'EMS Technician'	Emergency Medical Technician	5/31/23	'Part Time Paid and Part Time Unpaid Employee'

Buenna	L	Richardson		P020077	'EMS Technician'	Emergency Medical Technician	6/30/25	'Part Time Unpaid Employee'
Crystal	Marie	Samuels		P008296	'EMS Technician'	Paramedic	4/30/26	'Part Time Unpaid Employee'
John	D	Sharp		P023107	'EMS Technician'	Paramedic	5/31/25	'Part Time Paid and Part Time Unpaid Employee'
Claudia	Petre	Shepherd		P548407	'First Responder'			'Part Time Unpaid Employee'
Rachel	Madelyn	Shoemaker		P548303	'EMS Technician'	Emergency Medical Technician	2/28/27	'Part Time Unpaid Employee'
Derek	L	Tilley		P015243	'EMS Technician'	Paramedic	8/31/26	'Part Time Paid and Part Time Unpaid Employee'
Jamie	Ariail	Watkins		P502758	'EMS Technician'	Advanced Emergency Medical Technician	10/31/23	'Part Time Unpaid Employee'
emsCharts		WebServices		P065509	'IT Personnel'			'Part Time Unpaid Employee'
John	J	Weddington		P013682	'EMS Technician'	Emergency Medical Technician	3/30/25	'Full Time Paid Employee'

Jeffrey	K	Wensil		P020868	'EMS Technician'	Emergency Medical Technician	6/30/24	'Part Time Unpaid Employee'
Isaac	Timothy	Whitmore		P520843	'EMS Technician'	Paramedic	2/28/27	'Part Time Paid and Part Time Unpaid Employee'
Phillip	M	York		P025573	'EMS Technician'	Emergency Medical Technician	3/2/25	'Part Time Paid and Part Time Unpaid Employee'

MEMO TO COMMISSIONERS:

FROM:	Bryan Edwards, EMS Division Chief
DATE:	24 May 2023
SUBJECT:	Ambulance Franchise Agreement

In accordance with county ordinance, please find attached renewal applications for Rowan County Ambulance Franchises, which is required every three years from the following four entities:

- Providence Ambulance
- Rowan County Rescue Squad
- American TransMed
- Reliance Medical Transport

In addition, to the above renewals, the following have submitted application(s) for initial franchise agreement

- Novant Healthcare
- Care Transportation Group

Rowan Emergency Services, EMS Division has reviewed these applications and recommends approval by the Board of Commissioners for each application. All existing applicants are currently approved franchised agencies in the Rowan County EMS System and will expire June 30, 2023.

The approval period for renewal will be from July 1, 2023, through June 30, 2024. Thank you for your consideration to this request and recommendation.

We recommend the board approve all franchise agreements as submitted.

County of Rowan

Department of Emergency Services
EMS Division

ROWAN COUNTY 911 EM
EMERGENCY SERVICES
EMS DIVISION
Be an original.

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

1. Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
4. Franchise modifications retain the expiration date of the original application.
5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Kannapolis Fire Department

Address: 401 Laureate Way

City: Kannapolis State: NC Zip: 28081

Phone: 704-920-4260 Fax Number: 704-920-4262 Email Address:

Pager: N/A Mobile: N/A

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Kannapolis Fire Department

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: 1855

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☒ EMT ☐ AEMT ☐ Paramedic

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services Continuum data base. (Character Limit 1750)

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services Continuum data base. If more than 2 vehicles are going to operate in the Rowan EMS System, do not fill out the area below, attach the current vehicle list from the North Carolina Office of Emergency Medical Services Continuum data base.

Unit #: Ambulance 38 (KFD Ambulance 16) Make: Chevrolet Model: Express Year: 2009

VIN: 1GBKG316391111761 Permit: NC002608 Inspection Date: 3/23 Expiration: 3/31/2025

Unit #: Make: Model: Year:

VIN: Permit: Inspection Date: Expiration:

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT [7] AND HOURS OF OPERATION[8]. If more than 2 locations are intended, contact Rowan County Emergency Services for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services Continuum data base.

Location Name: Kannapolis Fire Department

Physical Address: 401 Laureate Way

City: Kannapolis State: NC Zip Code: 28081

Mailing Address: 401 Laureate Way

City: Kannapolis State: NC Zip Code: 28081

Phone Number:704-920-4260

Location Hours of Operation: 24/day Days of Operation: 7 days/week

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☒ Public ☐ Private

RESPONSE LEVEL: Check One

☒ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☒ Event Standby

☒ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: [2]

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT ☐ AEMT ☐ Paramedic

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ADD ☐DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐Public ☐Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☒ Event Standby

☒ Transportation of members/employees

☒ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

☒ Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☒ Annual Continuing Medical Education Training Plan

☒ Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

☒ Current vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☒ Current Station listing printed from the North Carolina Office of Emergency Services Continuum data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services Continuum data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
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4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
9. 4-28.(6) of the codified Rowan County Ambulance Ordinance

SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Bryan Edwards, EMS Division Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

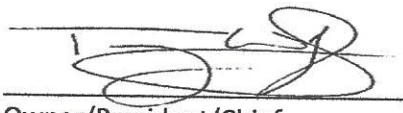
Franchises will be in effect for a term of one (1) year. All franchises are renewed simultaneously. An agency requesting a new franchise or modification will be required to renew in synchronization with other agencies.

It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.



Owner/President/Chief
Type/print name Tracy Winecoff

5/26/2023
Date

Kannapolis Fire Department

Update Status

General Information

Physical Address:

401 Laureate Way
Kannapolis, NC 280811722
Cabarrus County
Latitude/Longitude Point: 35.5020834,-80.6278786

Mailing Address:

401 Laureate Way
Kannapolis, NC 280811722
Cabarrus County

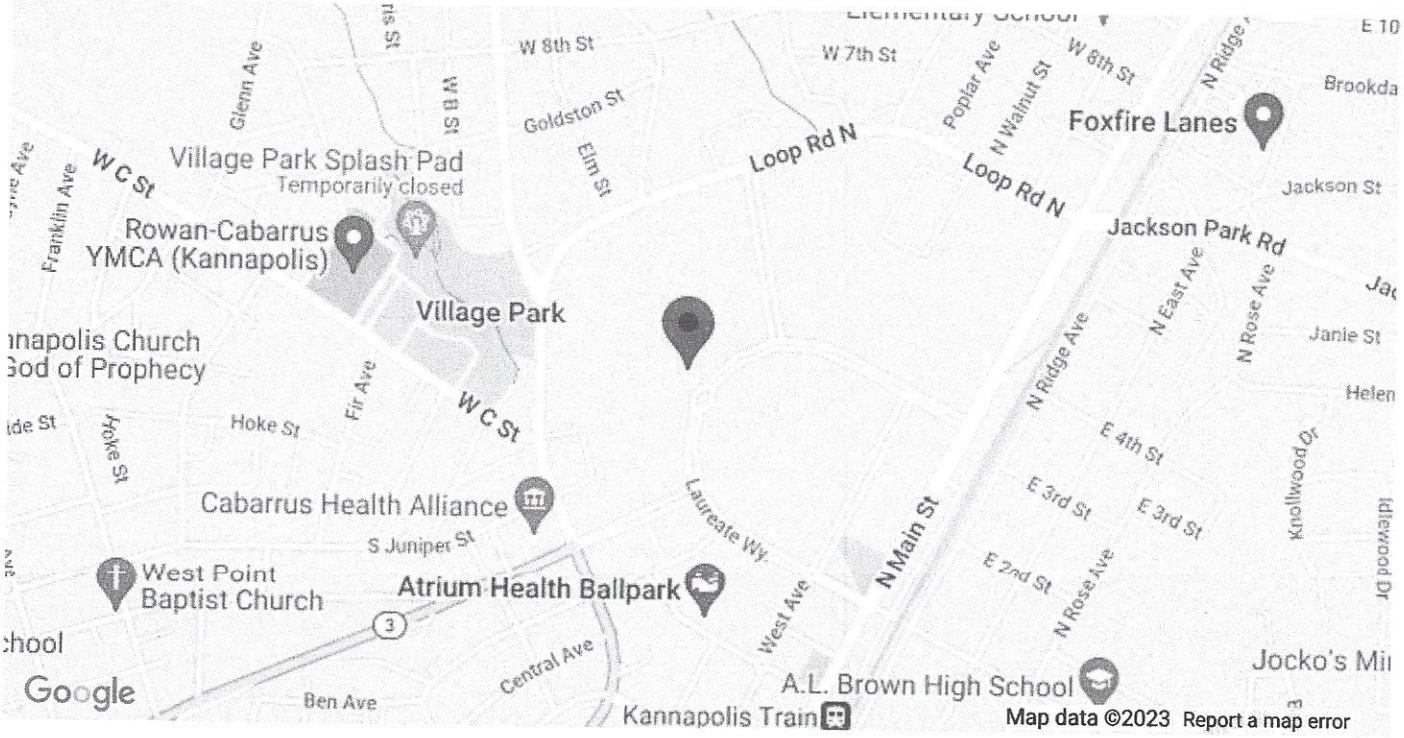
Primary Phone:

Secondary Phone: (704) 920-4260

Fax:

Website:

Status: Open



Last Updated:

Properties

Agency Number: 0131104

EMS Agency Service Area County(ies):

- Cabarrus

Vendors:

- ESO Solutions

SMAT Team Site: No

Associated System(s):

- **System:**Cabarrus, **Region:** West

Metropolitan Statistical Area:

Services

Service Level: Emergency Medical Technician
Primary Service: 911 Response (Scene) with Transport Capability
Other Services:

Configuration

EMD Vendor:
Billing Status: No
EMS Agency Specialty Service Capability:

- None

Patient Monitoring Capability(ies):

- Vital Sign Monitoring

Crew Call Sign:

- Kannapolis Fire Department 1

Expanded Scope Of Practice: No

Organization

Type: Fire Department
Status: Non-Volunteer

Agency Attachments

Agency License

Number	Issue Date	Expiration Date	Status
1855	04/02/2015	08/31/2027	Active

Vehicles

Create

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1GBKG316391111761	2009	Ambulance 16	NC002608	03/31/2025	Permanent	EMT	In Service

Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
William C Abernathy P060904	First Responder	Emergency Medical Technician	05/01/2025	
Jeremy S Abernethy P008278	First Responder	Emergency Medical Technician	04/30/2027	**Work:** (704)-920-4260
Daniel G Anderson P040244	First Responder	Emergency Medical Technician	05/31/2027	**Work:** 9204273
Ashley N Armstrong P075812	First Responder	Paramedic	07/31/2024	**Work:** (704)-920-4260
Michael Ashe P504559	First Responder	Emergency Medical Technician	11/30/2026	
Thomas H Aube P116226	First Responder	Emergency Medical Technician	12/15/2025	
Zachary B Austin P111976	First Responder	Emergency Medical Technician	06/30/2025	
Chris Barbee P060341	First Responder	Emergency Medical Technician	02/28/2025	**Work:** (704)-920-4260
Alan D Barkley P049717	First Responder	Emergency Medical Technician	06/30/2027	**Work:** (980)-234-0207
Corey P Barnes P093917	First Responder	Emergency Medical Technician	11/30/2025	
Hugh Ammons Barnes P079095	First Responder	Emergency Medical Technician	03/31/2027	
Caleb M Barnhardt P090243	First Responder	Emergency Medical Technician	03/31/2025	
Carl T Barnhardt P008065	First Responder	Emergency Medical Technician	11/30/2023	**Work:** (704)-279-5597
Thompson R Baxter P110569	First Responder	Emergency Medical Technician	07/31/2024	
Kirk M Beard P029474	Secondary Contact Administrator	Emergency Medical Technician	06/30/2023	
Casey Blackwelder P060356	First Responder	Emergency Medical Technician	05/01/2025	**Work:** (980)-521-0260
Maria F Bostian P014752	First Responder	Emergency Medical Technician	12/31/2025	**Work:** (704) 920-4282
Tyler Bradley P125806	First Responder	Emergency Medical Technician	03/31/2024	
Hunter Charles Brantley P094869	First Responder	Emergency Medical Technician	08/31/2025	
Danny Brown P075810	First Responder	Emergency Medical Technician	06/30/2026	
Jeremy J Brown P038779	First Responder	Emergency Medical Technician	03/31/2024	**Work:** (704) 920-4260
Jeremi D Carter P029516	First Responder	Emergency Medical Technician	12/31/2023	**Work:** (704) 610-4612

Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
Randy A Carter P047504	First Responder	Emergency Medical Technician	12/31/2026	
Jarrett Coleman Caskey P076371	First Responder	Emergency Medical Technician	09/30/2026	
Philip J Chambers P032308	First Responder	Emergency Medical Technician	06/30/2026	
Cody Clark P092712	First Responder	Emergency Medical Technician	05/31/2025	
Joshua D Clay P032135	First Responder	Emergency Medical Technician	07/01/2025	
Ryan Lee Cochran P093295	First Responder	Emergency Medical Technician	03/31/2025	
Timothy J Cook P021459	First Responder	Emergency Medical Technician	06/30/2025	
Jonathan M Corriher P020765	First Responder	Emergency Medical Technician	04/30/2027	
Corey Harrison Cox P509502	First Responder	Emergency Medical Technician	01/31/2027	
Garrett Nelsin Credle P531598	First Responder (*Emergency Medical Technician*)	Emergency Medical Technician	06/30/2026	
Brandon L Daniel P021304	First Responder	Emergency Medical Technician	06/30/2025	
Bobby K Eagle P014754	First Responder			
Christopher A Eagle P031631	First Responder	Emergency Medical Technician	04/30/2026	**Work:** (704) 920-4260
William Lamar Flake P073599	First Responder	Emergency Medical Technician	06/30/2026	
Richard D Fleming P012443 SC025310	First Responder	Emergency Medical Technician	03/31/2026	
Joshua Funderburk P060357	First Responder	Emergency Medical Technician	07/31/2024	**Work:** (704)-239-2115
Brandon P Glosson P125458	First Responder	Emergency Medical Technician	03/31/2026	
Matthew Vance Goodman P116313	First Responder	Emergency Medical Technician	07/31/2026	
Noah Elias Goodman P524705	First Responder (*Emergency Medical Technician*)	Emergency Medical Technician	11/30/2024	
Don Robert Gray Jr. P085777	First Responder	Emergency Medical Technician	12/31/2023	
Jordan A. Guilliams P051528 SC012523	First Responder	Emergency Medical Technician	03/31/2025	
Cody Ryan Harrison P104230	First Responder	Emergency Medical Technician	10/31/2023	
John S Hatley P012483	First Responder	Emergency Medical Technician	06/30/2025	

Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
Travis W Haywood P018673	First Responder	Emergency Medical Technician Emergency Medical Dispatch	07/31/2025 10/31/2023	
William H Jamieson P009969	Agency Primary Contact EMS Technician	Paramedic	06/30/2025	
Daniel L Jenkins P077126	First Responder	Emergency Medical Technician	09/30/2026	
Jonathan Jenkins P018937	First Responder Training Officer	Emergency Medical Technician	05/31/2027	**Work:** (704)-201-4643
Jeremiah Johnson P104543	First Responder	Emergency Medical Technician	02/28/2027	
Bradley E Jordan P026331	First Responder	Emergency Medical Technician	03/31/2024	
Tyler Mitchell Karriker P109028	First Responder	Emergency Medical Technician	12/31/2023	
Jody D Kerr P013519	First Responder	Emergency Medical Technician	03/30/2025	**Work:** (704) 920-4260
Mark Anthony Kyles P010976	First Responder	Emergency Medical Technician	06/30/2025	**Work:** (704)-920-4260
Tyler James Livengood P113558	First Responder	Emergency Medical Technician	12/15/2025	**Work:** (704) 267-1884
Daniel Mackey P015861	First Responder	Emergency Medical Technician	06/30/2025	
Jonathan D McCaskill P047857	First Responder	Emergency Medical Technician	12/31/2026	**Work:** (704)-658-4054
Timothy Gerald McGough P105401	First Responder	Emergency Medical Technician	05/30/2025	
Cody Griffin McSwain P049892	First Responder	Emergency Medical Technician	06/30/2027	
John P Mcintosh P021758	First Responder	Emergency Medical Technician	08/31/2025	
Mackenzie D Mclaughlin P113415	First Responder	Emergency Medical Technician	03/31/2025	
Craig E Miller P031189	First Responder	Emergency Medical Technician	07/01/2025	
Terry W Mishak P029896	First Responder			
Michael T Mitchell P010641	First Responder	Emergency Medical Technician	06/30/2027	
Jerry W Morgan P012537	First Responder	Emergency Medical Technician	05/31/2027	
Christopher D Morris P023782	First Responder	Emergency Medical Technician	12/31/2023	**Work:** (704)-920-4260
Todd A Morris P010893	First Responder	Emergency Medical Technician	06/30/2027	**Work:** (704) 920-4260

Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
Michael Blake Nance P123369	First Responder (*Emergency Medical Technician*)	Emergency Medical Technician	01/31/2026	
Jacob Carson Nichols P536395	First Responder	Emergency Medical Technician	05/31/2025	
Duncan Liam O'Sullivan P110562	First Responder	Emergency Medical Technician	07/31/2024	
Tyler J O'brien P105069	First Responder	Emergency Medical Technician	02/28/2027	
Dustin Overcash P068237	First Responder	Emergency Medical Technician	03/31/2025	
Stephen Douglas Overcash Jr P068224	First Responder	Emergency Medical Technician	03/31/2025	
Matthew Pethel P008639	First Responder	Emergency Medical Technician	06/30/2027	
Shane W Pethel P009997	First Responder	Emergency Medical Technician	06/30/2025	**Work:** (704) 920-4280
Eric D Phillips P004410	First Responder	Emergency Medical Technician	05/31/2023	
Benjamin James Preddy P079508	First Responder	Emergency Medical Technician	07/31/2024	
Hayden Lee Radford P515521	Firefighter	Emergency Medical Technician	03/31/2024	
Travis D Rector P068241	First Responder	Emergency Medical Technician	06/30/2025	
Kris G Reeder P090245	First Responder	Emergency Medical Technician	03/31/2025	
Richard E Reynolds P009712	First Responder			
Wesley Lloyd Rigdon P053881	First Responder	Emergency Medical Technician	07/31/2026	
Jesus A Ruiz P119253	First Responder (*Emergency Medical Technician*)	Emergency Medical Technician	09/30/2025	
Clay Brandon Sellers P013105	First Responder	Emergency Medical Technician	06/30/2027	
Joseph Walter Simmons P026101	First Responder	Emergency Medical Technician	06/30/2027	
Ronald Sloop P089045	First Responder	Emergency Medical Technician	09/30/2023	
Troy A Sloop P019417	First Responder (*Emergency Medical Technician*)	Emergency Medical Technician	03/31/2025	
Brian A Smith P026198	First Responder	Emergency Medical Technician	05/01/2025	**Work:** (704) 920-4260
Jason S Smith P008212	First Responder	Emergency Medical Technician	07/01/2025	**Work:** (704) 932-2570
Ryan M Smith P097794	First Responder	Emergency Medical Technician	03/31/2026	

Name	Job Title(s)	Certification	Exp Date	Phone Number(s)
Timothy D Smith P016616	First Responder	Emergency Medical Technician	08/31/2025	**Work:** (704) 920-4260
Darrell W Spry P052590	First Responder	Emergency Medical Technician	06/30/2026	
Sidney J Stokes P009545	First Responder	Emergency Medical Technician	06/30/2025	**Work:** (704) 920-4260
Gregory Summitt P013178	Administrator Secondary Contact	Emergency Medical Technician	06/30/2027	**Work:** (704)-920-4269
Colby R Taylor P086051	First Responder	Emergency Medical Technician	05/31/2025	
Steven L Tilley Kannapolis P015808	First Responder	Emergency Medical Technician	07/31/2026	**Work:** (704) 239-6094
Leyser A Urbina SC510906 P519365	First Responder	Emergency Medical Technician	03/31/2025	
Raymond D Winecoff P026495	First Responder	Emergency Medical Technician	06/30/2025	**Work:** (704) 920-4260
Tracy Winecoff P027012	Chief	Emergency Medical Technician	06/30/2023	**Work:** (704) 920-4260
William D Winecoff P104231	First Responder	Emergency Medical Technician		

County of Rowan

Department of Emergency Services
EMS Division

Application for Ambulance Franchise

The following instructions should assist you in completing the Rowan County Emergency Services' EMS System "Application for Ambulance Franchise". Fill in all appropriate fields with current information. Fields that are not applicable to this application shall have "N/A" inserted.

1. Section I must be filled out for all Ambulance Franchise applications and modifications. This page is formatted to be completed electronically and saved for future use.
2. For Franchise renewal, only SECTION I and the signature/acknowledgment page is required.
3. For Modifications, Section II is required in addition to Section I and the signature/acknowledgment page.
4. Franchise modifications retain the expiration date of the original application.
5. The document shall be completed electronically, printed upon completion and submitted with original signatures.
6. If any of the below information has changed, please update in North Carolina Office of Emergency Services CIS data base prior to submission and highlight below what is new.

While numerous changes to the Franchise Agency Provider's operation require only notification to the Rowan County EMS System and the North Carolina Office of Emergency Medical Service, certain changes will require a Franchise Modification.

Changes requiring local and State notification but <u>not</u> requiring a modification include:

- Agency contact information
- Annual continuing medical education training plans
- Personnel rosters
- Vehicle changes, additions or deletions

Changes requiring an Application for Ambulance Franchise Modification include:

- Provider Name
- Level of Service
- Location changes, additions or deletions
- Agency Type
- Response Level
- Additional Services provided

SECTION I: PROVIDER INFORMATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1] Attach a certified copy of any assumed name certificate or articles of incorporation.

Name: Reliance Medical Transport, LLC

Address: 5261 Challedon Dr

City: Virginia Beach State: VA Zip: 234624

Phone: 704-748-0454 Fax Number: Email Address: billing@reliancemt365.com, jgrimes@reliancemt365.com

Pager: Mobile: Shelby Via, Operations Chief 757-720-6060 / Jason Grimes, Director of Business and Special Projects.

NAME UNDER WHICH SERVICE WILL OPERATE: [2] Reliance Medical Transport

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER: 0808005

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT X EMT ☐AEMT X Paramedic

PROVIDE A BRIEF DESCRIPTION OF THE ORGANIZATIONS TRAINING AND EXPERIENCE IN THE CARE AND TRANSPORTATION OF PATIENTS.[5] Include a copy of your annual continuing medical education plan and a current roster from the North Carolina Office of Emergency Services Continuum data base. (Character Limit 1750)

Hampton VAMC – 2017-Present

-Provide dedicated BLS/ALS/Critical Care and mental health transport requests.

-Completing almost 20,000 transports in 2022

-95% on time rate with those not on time the average time late was 40 minutes

Salisbury VAMC - Oct 2022 - Present

-Provide dedicated BLS/ALS transport requests.

-Completing 1600 transports to date.

-95% on time rate with those not on time the average time late was 40 minutes

Portsmouth Naval Medical Center – 2018 – Present

-Priority tasking of any available units for BLS/ALS/Critical Care and mental health transport requests.

-Completed over 400 transports in 2020

- 95% On Time Rate with an average of 34 minutes late for the other 5%

Children's Hospital of the Kings Daughter 2018-Present

-Provides BLS transport 24/7 for mental health transfers.

-Completed over 300 transports in 2020

-97% on time with an average of 20 minutes late the other 3%

Virginia Beach EMS 2019-Present

Provide backup to the 911 system.

Logisticare – 2014 – Present

Provides ALS & BLS transports for both scheduled and on demand medical appointments, specialty and long distance transports.

DESCRIBE THE NUMBER AND TYPE OF VEHICLES OPERATED BY THE PROVIDER. INCLUDE THE DATE OF THE LAST OEMS INSPECTION AND ITS EXPIRATION.[6] Attach a current vehicle list from the from the North Carolina Office of Emergency Medical Services Continuum data base. If more than 2 vehicles are going to operate in the Rowan EMS System, do not fill out the area below, attach the current vehicle list from the North Carolina Office of Emergency Medical Services Continuum data base.

VIN	Model Year	Unit Name	Permit	Expiration	Permit Type	Level	Status
1FDAF4HR0A EA56640	2010	Medic 13	NC006176	11/30/2024	Permanent	Paramedic	In Service
1FDBR1CG0J KA70978	2020	Medic 23	NC006211	04/30/2025	Permanent	EMT	In Service
1FDBW2XV6 HKA74021	2017	Medic 32	NC006173	11/30/2024	Permanent	EMT	In Service
1FDXE4FN8N DC46161	2022	Medic 28	NC006251	11/30/2024	Permanent	EMT	In Service
1FDXE4FS0D DA65840	2013	Medic 14	NC006175	11/30/2024	Permanent	EMT	In Service
1GBE4V1U29 F403453	2009	Medic 15	NC006174	11/30/2024	Permanent	Paramedic	In Service

LIST THE LOCATION AND DESCRIPTION OF LOCATION/LOCATIONS FROM WHICH THE PROVIDER INTENDS TO OPERATE INCLUDING A DESCRIPTION OF THE RESPONSE DISTRICT[7] **AND HOURS OF OPERATION**[8]**.** If more than 2 locations are intended, contact Rowan County Emergency Services for an amended application. Include a copy of your agency's listing from the North Carolina Office of Emergency Services Continuum data base.

Location Name: Reliance Medical Transport

Physical Address: 1620 S Martin Luther King Jr Ave

City: Salisbury State: NC Zip Code: 28144

Mailing Address: 5261 Challedon Dr

City: Virginia Beach State: VA Zip Code: 23462

Phone Number: 704-748-0454

Location Hours of Operation: 24 hours Location Days of Operation: 7 days/week

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES CURRENTLY PROVIDED BY THE APPLICANT. ADDITION OR DELETION OF SERVICES REQUIRES AN APPLICATION FOR FRANCHISE MODIFICATION.[9]

Non-Emergency, Emergency Medical Transport

AGENCY TYPE: Check One

☐ **Public** **X Private**

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN Telecommunications via radio dispatch)

X Primary Non-Emergency Response (schedules/arranges calls through a third-party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

X Event Standby

☐ Transportation of members/employees

☒ **EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)**

SECTION II: FRANCHISE MODIFICATION

NAME AND ADDRESS OF THE APPLICANT AND OWNER OF THE AMBULANCE PROVIDER. [1]

Name:

Address:

City: State: Zip:

Phone: Fax Number: Email Address:

Pager: Mobile:

NAME UNDER WHICH SERVICE WILL OPERATE: [2]

NORTH CAROLINA OFFICE OF EMERGENCY MEDICAL SERVICES PROVIDER NUMBER:

LEVEL OF SERVICE TO BE PROVIDED:[3,4] ☐ CONVALESCENT ☐ EMT ☐ AEMT ☐ Paramedic

FOR ADDITIONS OR DELETIONS, PROVIDE INFORMATION BELOW FOR THE AFFECTED LOCATION(S).

☐ADD ☐DELETE

Location Name:

Physical Address:

City: State: Zip Code:

Mailing Address:

City: State: Zip Code:

Phone Number:

Location Hours of Operation: Location Days of Operation:

INDICATE SERVICES PROPOSED BY THE APPLICANT AS A PART OF THIS APPLICATION FOR FRANCHISE MODIFICATION.[9]

AGENCY TYPE: Check One

☐Public ☐Private

RESPONSE LEVEL: Check One

☐ Primary Emergency Response (receives assignments from ROWAN via radio dispatch)

☐ Primary Non-Emergency Response (schedules/arranges calls through a third party call center)

ADDITIONAL SERVICES PROVIDED: Check all that apply

☐ Event Standby

☐ Transportation of members/employees

☐ EMS Backup (EMS backup is an expected component of franchise operation. Providers who choose not to offer EMS back up services must submit documentation supporting that position. Consideration will be given to that request during application review.)

DOCUMENT CHECKLIST: Please be certain that all of the documents listed are included with your application.

X Certified copy of "Assumed Name Certificate" or Articles of Incorporation.

☐ Annual Continuing Medical Education Training Plan

X Current employee/member roster printed from the North Carolina Office of Emergency Services CIS data base

X Current vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

X Current Station listing printed from the North Carolina Office of Emergency Services Continuum data base

FOR MODIFICATION APPLICANTS: (include applicable documents listed below)

☐ Certified copy of the UPDATED "Assumed Name Certificate" or Articles of Incorporation.

☐ UPDATED employee/member roster printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED vehicle listing printed from the North Carolina Office of Emergency Services Continuum data base

☐ UPDATED station listing printed from the North Carolina Office of Emergency Services Continuum data base

1. 4-28.(1) of the codified Rowan County Ambulance Ordinance
2. 4-28.(2) of the codified Rowan County Ambulance Ordinance
3. 4-29.(a) of the codified Rowan County Ambulance Ordinance
4. Level of Service indicated must be maintained for all hours of operation and must be the current level of service provided . Requests to modify level of service are found in Section II, Modifications.
5. 4-28.(3) of the codified Rowan County Ambulance Ordinance
6. 4-28.(4) of the codified Rowan County Ambulance Ordinance
7. 4-28.(5) of the codified Rowan County Ambulance Ordinance
8. 4-28.(6) of the codified Rowan County Ambulance Ordinance
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SUBMIT COMPLETED APPLICATION AND REQUIRED DOCUMENTS TO:

Rowan County Department of Emergency Services
2727 Old Concord Road, Suite E
Salisbury, NC 28146

Attn: Bryan Edwards, EMS Division Chief

This application shall be filled out and submitted to the Rowan County Department of Emergency Services. Upon receipt, the County may request other documentation as needed to judge the ability of the applicant to provide the service(s) or justify the need for such service(s) requested by this application.

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It is the responsibility of the franchise to provide, at all times specified in the franchise, the degree and level of service outlined in this application. This includes but is not limited to, maintaining all appropriate State certifications for vehicle and personnel. Additionally, a minimum number of eight (8) active members credentialed at the level of service indicated, must be represented on the roster to maintain the franchise certificate.

Under normal circumstances the franchise may be terminated by either party with ninety (90) days prior written notice.

I, the undersigned, have reviewed this Application for Ambulance Franchise. I fully approve, support, and endorse this modification with a thorough involvement and understanding of our respective roles and responsibilities in maintaining an EMS System in the State of North Carolina pursuant to the rules of the North Carolina Medical Care Commission.

I, the undersigned, acknowledge that pursuant to 10A NCAC 13P.0401 Components of Medical Oversight for EMS Systems, franchise agencies receive direction and oversight from the Rowan County EMS System. All franchise agencies must comply with the Rowan County Emergency Services EMS Divisions' EMS System Plan with regard to EMS Protocol, Policy and Procedure, as well oversight by the System Medical Director(s) and administrators.

Dr. Rene Moncion _____ May 11,2023

Owner/President/Chief — Date

Type/print name

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Dir, Valerie Steele; Transit Dir, & Micah Ennis; MSW-Dir
DATE:	6/19/2023
SUBJECT:	DSS and Rowan Transit Memorandum of Agreement (MOA)

The MOA was developed to establish the terms and conditions of partnership between two Rowan County Government entities to implement the Non-Emergency Medical Transportation (NEMT) efficiently and in accordance with law and policy.

A change in the per mile rate for FY2024 is reflected to adjust for increases in operating cost.

The current rate under the agreement is $3.30 per mile for transportation services based on the per shared service mile.

- o Total rate of $3.30 per mile consists of $2.17 in Federal funds (CFDA#93.778) and $1.13 in State funds.

The proposed rate beginning July 1, 2023, is $4.00 per mile for transportation services based on the per shared service mile rate.

- o Total rate of $4.00 per mile consists of $2.64 in Federal funds (CFDA #93.778) and $1.36 in State funds.

Board of Commissioners to approve the rate of $4.00 per mile for FY2024 and authorize the County Manager and County staff to execute the agreement.

ATTACHMENTS:

Description	Upload Date	Type
Memo From Director	6/5/2023	Cover Memo
MOA	6/5/2023	Cover Memo

Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144
Phone (704) 216-8100 FAX (704) 216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing and Contract Administration
Micah Ennis, Social Services Director
Valerie Steele, Airport & Transit Director

Re: Department of Social Services and Rowan Transit Memorandum of Agreement (MOA)

Date: June 5, 2023

The MOA was developed to establish the terms and conditions of partnership between two Rowan County Government entities to implement the Non-Emergency Medial Transportation (NEMT) efficiently and in accordance with law and policy.

A change in the per mile rate for FY2024 is reflected to adjust for increases in operating cost.

The current rate under the agreement is $3.30 per mile for transportation services based on the per shared service mile.

- o Total rate of $3.30 per mile consists of $2.17 in Federal funds (CFDA#93.778) and $1.13 in State funds.

The proposed rate beginning July 1, 2023, is $4.00 per mile for transportation services based on the per shared service mile rate.

- o Total rate of $4.00 per mile consists of $2.64 in Federal funds (CFDA #93.778) and $1.36 in State funds.

Board of Commissioners to approve the rate of $4.00 per mile for FY2024 and authorize the County Manager and County staff to execute the agreement.

MEMORANDUM OF AGREEMENT
between the
Rowan County Department of Social Services and the Rowan Transit System

Parties:
This Memorandum of Agreement (MOA) is made and entered into by and between Rowan County Department of Social Services (RCDSS), whose address is 1813 E. Innes Street, Salisbury, North Carolina 28146, and Rowan Transit System (RTS), whose address is 2726 Old Concord Road, Salisbury, North Carolina 28146.

Purpose:
The purpose of this MOA is to establish the terms and conditions of partnership between these two Rowan County Government entities to implement Non-Emergency Medical Transportation (NEMT) efficiently and in accordance with law and policy.

Term:
This MOA is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOA and shall remain in full force and effect until terminated by mutual agreement of the parties.

Eligible Clients:
Medicaid eligible recipients to and from Medicaid covered services and in accordance with North Carolina's NEMT Policy in MA-2910 of the Aged, Blind, and Disabled Medicaid manual and MA-3550 of the Family and Children's Medicaid manual.

Responsibilities of RCDSS:
- Receive calls from Medicaid recipients requesting assistance with transportation to and from eligible medical appointments.
- Provide the recipient with written instructions on how to obtain transportation services.
- Provide the recipient with a written notice explaining their rights and responsibilities under Medicaid Transportation policy.
- Complete the Medicaid Transportation Assessment form (DMA-5047) to determine if the recipient qualifies for transportation assistance and provide written notification of eligibility or ineligibility for NEMT.
- Provide the recipient written notification of all trip denials and verbal/written notification of trip approvals.
- Provide the recipient with written notification of DSS No-Show, Advance Notice, and Conduct policies.
- Coordinate transportation scheduling with RTS for eligible recipients.

- Log all calls received and track each trip request from intake through disposition by completing the Transportation Log (DMA-2056) and compare to the RTS invoice/log for accuracy.
- Notify the recipient of RTS contact information when transportation is scheduled with RTS.
- Non-Emergency Medicaid Transportation (NEMT) is only provided to Medicaid Covered Services. The DSS Medicaid Transportation Coordinator will be responsible for assuring that:
    - The transportation scheduled for eligible recipients is by the least expensive means available and appropriate for the recipient's needs, to the nearest appropriate provider;
    - Transportation will be scheduled for a Medicaid Covered Service provided by a Medicaid enrolled provider. (Note: The DSS Medicaid Transportation Coordinator will verify any questionable services such as dental services, eye care services, personal care services, etc. using the Medicaid Covered Services Section of the Medicaid Manual or by accessing http://www.ncdhhs.gov/dma/mp/index/htm before scheduling the transportation with RTS.); and
    - Obtaining appropriate documentation for medical services that are more expensive and/or are for a Medicaid Enrolled provider located at a greater distance by use of the Medicaid Transportation Exception Verification form (DMA-5048).
- Contact RTS as soon as a change/cancellation in the recipient's appointment occurs when notified by the recipient or by the medical provider of a change.
- Provide RTS the DSS Trip Ticket and matching log a minimum of 72 hours in advance of date of service.
- Notify RTS when scheduling the transportation if the recipient has special needs that must be accommodated.
- Address any recipient complaints that cannot be resolved between RTS and the recipient regarding issues with the service provided.
- Maintain a transportation file for each recipient.
- Maintain a transportation file for RTS.
- Provide Medicaid Transportation Documentation Forms to RTS.
- Pay RTS according to the "Rates for Services" section.

Responsibilities of RTS:

- Transport Rowan County Medicaid eligible recipients as requested and as scheduled by the DSS Medicaid Transportation Coordinator.

- Complete Section Three of the Medicaid Transportation Documentation Form verifying that services were provided.
- Ensure the recipient completes the required information in Section Four on the day of transport.
- Make a reasonable effort to have the medical provider certification completed in Section Two when the providing round-trip service to the recipient.
- Submit the completed Medicaid Transportation Documentation Form to DSS to receive reimbursement for services provided.
- Provide transportation in accordance with the following requirements:
    - No more than one quarter of one percent of all trips be missed by RTS (vendor no-show) during a fiscal year;
    - Meet on-time performance standards such that no more than five (5%) of trips should be late for recipient drop off to their appointment per month (past the recipient's appointment time);
    - Report all no-shows on a daily basis and cancellations on a monthly basis;
    - Record all recipient complaints which deal with matters in the control of RTS,
    - Use the provided transportation billing codes on invoices to RCDSS for reimbursements; and
    - Bill only for services rendered to authorized recipients.
- Notify appropriate DSS personnel regarding any rider concerns and/or disciplinary action taken.

Safety and Risk Management Monitoring Requirements
Both parties will work collaboratively to meet all Safety and Risk Management monitoring requirements under MA-2910 and MA-3550. Each January, the parties will work together, utilizing Human Resources partners where appropriate, to monitor all requirements, such as driving records, drug testing, insurance, etc.

Rates for Services:
Rates are subject to increase or decrease, at which time the existing MOA will be revised. The parties agree to work together to establish an appropriate rate for the services. Rate increases will not be greater than needed to defray additional cost of continued service.

The rates at the time of signing this agreement are:

- $4.00 per mile for transportation services based on the per shared service mile rate.
- The total rate of $4.00 per mile consists of approximately $2.64 in Federal funds (CFDA #93.778) and $1.36 in State funds.
- Mileage starts as the route begins and stops when the vehicle begins a new route or returns to base.

- The cost for mileage service is computed and divided by the number of passengers receiving services on that particular route.

RCDSS will not pay for recipient no-shows. If a client is picked up but the transport to intended destination is not able to be completed due to reasons outside of RTS control (appointment cancelled by doctor, client refusal to get off vehicle, etc.), RTS will be paid at the "per-mile-rate" instead of the Medicaid rate. RTS will submit a separate invoice for this type of situation and detail the reasons that apply.

Conflict Resolution:
The Department Directors of the parties agree to inform one another of any barriers and challenges to implementation and work diligently and collaboratively to resolve identified barriers, including any conflict or dispute that may arise between the parties. The parties agree to turn to existing law and policy to resolve conflict and seek assistance from Rowan County management if unable to resolve a conflict that threatens effective implementation of the services the agreement is designed to deliver.

Confidentiality:
The Health Insurance Portability and Accountability Act of 1996 is a federal requirement that demands all HIPAA-covered businesses and medical providers prevent unauthorized access to "Protected Health Information" (PHI). PHI includes patients' names, addresses, and all information pertaining to their health and payment records.

The North Carolina General Statutes require confidentiality of records of persons applying for or receiving public assistance or social services.

§ 108A-80. Confidentiality of records.

(a) Except as provided in subsections (b) and (b1) of this section, it shall be unlawful for any person to obtain, disclose or use, or to authorize, permit, or acquiesce in the use of any list of names or other information concerning persons applying for or receiving public assistance or social services that may be directly or indirectly derived from the records, files or communications of the Department or the county boards of social services, or county departments of social services or acquired in the course of performing official duties except for the purposes directly connected with the administration of the programs of public assistance and social services in accordance with federal law, rules and regulations, and the rules of the Social Services Commission or the Department.

Sharing of recipient information will occur between RCDSS and RTS on a need-to-know basis only in order to coordinate, manage, or deliver services to clients. RCDSS and RTS agree to protect recipient information and use secure means to share recipient information.

Amendments:
Either party may request changes to this MOA. Any mutually agreed upon changes, modifications, revisions or amendments to this MOA shall be incorporated by written instrument, and effective when executed and signed by both parties to this MOA.

{Signature Page Follows}

Signatures:
In witness whereof, the parties to this MOA through their Department Directors have executed this MOA on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOA as set forth herein.

The effective date of this MOA is the date of the signature last affixed to this page.

_____

RCDSS Director Date

_____

RTS Director Date

_____

County Manager or Designee Date

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

_____

County Finance Officer Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 06/19/2023
SUBJECT: Budget Amendments

Please see attached budget amendments.

Approval of attached budget amendments.

ATTACHMENTS:

Description	Upload Date	Type
budget amendments	6/9/2023	Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gina Cantero-Animal Services

EXPLANATION IN DETAIL: This budget amendment reflects the need to add additional funds to our Supplies Medical acount for the purchase of medical supplies for the remainder of FY.

Prepared by: Gcantero

Date: 5/30/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Supplies Medical	E	1156450-561045	841	
Training	E	1156450-559000		400
Uniforms	E	1156450-556000		100
Animal Control Donations	R	1146430-464023	341	
	/			

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: Anna Jarrett		Approved:	Budget Revision # 11-898
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 5/30/23		Date:	Posted by:
Signature: Anna Jarrett		Signature:	Approved by:

Anna R Burngarner Jun 5, 2023

$13,617.22(total in account) / 10(mths in FY) = $1,362

$1,362(spent monthly) – this amount will cover this month's P-Card Statements

$1,882.78(In account now) - $1,362 (covering this month's P-Card Statements) = $520.78 (Left in account after P-card Statements)

$1,362(Covering P-Card Statements) - $520.78(Left in account after P-Card Statements) = $841.22 (Needed for remainder of FY)

$841.22 Rounded to $841

$841 needed for remainder of FY for Medical Supplies

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156450 VETERINARIAN SERV EXPENSES
Object code: 561045 MEDICAL SUPPLIES
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6450	VETERINARIAN SERVICES
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: SUPPLIES:MEDICAL
Short desc: SUPPL:MED
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	92.04	.00	.00	15,500.00
02	1,969.17	.00	.00	.00
03	2,285.35	.00	.00	.00
04	1,516.41	195.19	.00	.00
05	1,530.51	-57.81	.00	.00
06	518.94	.00	.00	.00
07	887.41	.00	.00	.00
08	1,063.27	.00	.00	.00
09	518.54	-137.38	.00	.00
10	1,417.04	.00	.00	.00
11	1,097.95	.00	.00	.00
12	720.59	.00	.00	.00
13	.00	.00	.00	.00
Tot:	13,617.22	.00	.00	15,500.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	13,617.22	Original Budget	15,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	13,617.22	Carry Fwd Budget	.00
Available Budget	1,882.78	Carry Fwd Bud Tfr	.00
Percent Used	87.85	Revised Budget	15,500.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	15,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	15,500.00	PRESENT	15,500.00
	.00	COMMISSION	.00
		APPROVED	15,500.00

Increase 841

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156450 VETERINARIAN SERV EXPENSES
Object code: 559000 TRAINING
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6450	VETERINARIAN SERVICES
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: TRAINING
Reference Acct:

Short desc: TRAINING
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	840.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	490.00	.00	.00	.00
08	.00	.00	50.00	50.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	490.00	.00	50.00	890.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	490.00	Original Budget	840.00
Encumbrances	.00	Budget Tranfr In	50.00
Requisitions	.00	Budget Tranfr Out	.00
Total	490.00	Carry Fwd Budget	.00
Available Budget	400.00	Carry Fwd Bud Tfr	.00
Percent Used	55.06	Revised Budget	890.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	840.00	PRESENT	840.00
.00		COMMISSION	.00
		APPROVED	840.00

Decrease 400

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156450 VETERINARIAN SERV EXPENSES
Object code: 556000 UNIFORMS
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6450	VETERINARIAN SERVICES
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: UNIFORMS
Reference Acct:

Short desc: UNIFORMS
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	1,739.00
02	.00	.00	.00	.00
03	146.88	.00	.00	.00
04	212.76	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	-500.00	-500.00
08	214.82	.00	.00	.00
09	100.30	.00	.00	.00
10	176.41	.00	.00	.00
11	108.08	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	959.25	.00	-500.00	1,239.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	959.25	Original Budget	1,739.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	-500.00
Total	959.25	Carry Fwd Budget	.00
Available Budget	279.75	Carry Fwd Bud Tfr	.00
Percent Used	77.42	Revised Budget	1,239.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	1,458.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	1,739.00	PRESENT	1,739.00
	.00	COMMISSION	.00
		APPROVED	1,739.00

Decrease 100

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146430 ANIMAL SHELTER REVENUES
Object code: 464023 ANIMAL CONTROL DONATIONS
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: ANIMAL CONTROL DONATIONS Short desc: ANML CTL D
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-898.00	.00	.00	.00
02	-655.00	.00	.00	.00
03	-28.00	.00	.00	.00
04	-82.50	.00	.00	.00
05	-233.00	.00	.00	.00
06	-368.00	.00	.00	.00
07	-1,451.00	.00	.00	.00
08	-376.00	.00	-2,100.00	-2,100.00
09	-160.00	.00	.00	.00
10	-10,401.00	.00	-1,421.00	-1,421.00
11	-782.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-15,434.50	.00	-3,521.00	-3,521.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-15,434.50	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	-3,521.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-15,434.50	Carry Fwd Budget	.00
Available Budget	11,913.50	Carry Fwd Bud Tfr	.00
Percent Used	438.36	Revised Budget	-3,521.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

Increase 341

BA-11-898 - BOC 06-19

Final Audit Report 2023-06-05

Created:	2023-06-02
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO_fAALhhyVQfLgq0ckk6-85LGheMT7K2

"BA-11-898 - BOC 06-19" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2023-06-02 - 2:41:02 PM GMT- IP address: 24.123.188.14

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2023-06-02 - 2:41:43 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2023-06-05 - 2:39:24 PM GMT - Time Source: server- IP address: 24.123.188.14

Agreement completed.
2023-06-05 - 2:39:24 PM GMT

Adobe Acrobat Sign

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize increase in NCVTS revenues and fees

Prepared by: Teresa Sharpless

Date: 6/1/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
NCVTS Fees Rowan County	E	1154150-532025	20,000	
NCVTS Fees Municipal/Fire Districts	E	1154150-532026	20,000	
Ad Valorem Tax - NCVTS	R	1141000-411003	40,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 12-135
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Jun 5, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

G/L ACCOUNT - MASTER INQUIRY

Org code: 1154150 TAX COLLECTOR EXPENDITURES
Object code: 532025 NCVTS - FEES ROWAN COUNTY
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	41	GENERAL GOVERNMENT
Sub Function	4150	TAX COLLECTOR
Department	4150	TAX COLLECTIONS
Division	4150	TAX COLLECTOR
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: NCVTS FEES ROWAN COUNTY
Short desc: NCVTS RC
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	340,000.00
02	30,057.72	.00	.00	.00
03	29,521.74	.00	.00	.00
04	27,139.28	.00	.00	.00
05	27,692.97	.00	.00	.00
06	25,295.65	.00	.00	.00
07	28,706.09	.00	.00	.00
08	30,488.98	.00	.00	.00
09	29,596.97	.00	.00	.00
10	33,534.12	.00	.00	.00
11	30,356.60	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	292,390.12	.00	.00	340,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	292,390.12	Original Budget	340,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	292,390.12	Carry Fwd Budget	.00
Available Budget	47,609.88	Carry Fwd Bud Tfr	.00
Percent Used	86.00	Revised Budget	340,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	340,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	340,000.00	PRESENT	340,000.00
	.00	COMMISSION	.00
		APPROVED	340,000.00

Increase 20,000

G/L ACCOUNT - MASTER INQUIRY

Org code: 1154150 TAX COLLECTOR EXPENDITURES
Object code: 532026 NCVTS - FEES MUNICIPAL/FD
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	41	GENERAL GOVERNMENT
Sub Function	4150	TAX COLLECTOR
Department	4150	TAX COLLECTIONS
Division	4150	TAX COLLECTOR
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: NCVTS FEES MUNICIPAL/F DIST
Short desc: NCVTS MU
Reference Acct:
Auto-encumber? (Y/N) N

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	165,000.00
02	14,708.96	.00	.00	.00
03	14,490.59	.00	.00	.00
04	13,600.75	.00	.00	.00
05	14,729.07	.00	.00	.00
06	13,505.38	.00	.00	.00
07	14,924.78	.00	.00	.00
08	15,728.86	.00	.00	.00
09	15,583.04	.00	.00	.00
10	17,872.30	.00	.00	.00
11	15,659.11	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	150,802.84	.00	.00	165,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	150,802.84	Original Budget	165,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	150,802.84	Carry Fwd Budget	.00
Available Budget	14,197.16	Carry Fwd Bud Tfr	.00
Percent Used	91.40	Revised Budget	165,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	165,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	165,000.00	PRESENT	165,000.00
	.00	COMMISSION	.00
		APPROVED	165,000.00

Increase 20,000

G/L ACCOUNT - MASTER INQUIRY

Org code: 1141000 AD VALOREM TAX REVENUE
Object code: 411003 AD VALOREM TAX-NCVTS
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	31	TAXES
Sub Function	3110	GENERAL PROPERTY TAX
Department	1000	AD VALOREM TAX REVENUE
Division	0000	NON DIVISION
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: AD VALOREM TAX-NCVTS Short desc: AV-NCVTS
Reference Acct:

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	-8,750,000.00
02	-926,585.12	.00	.00	.00
03	-981,376.83	.00	.00	.00
04	-806,139.77	.00	.00	.00
05	-833,827.51	.00	.00	.00
06	-733,432.60	.00	.00	.00
07	-768,533.14	.00	.00	.00
08	-889,813.03	.00	.00	.00
09	-842,400.97	.00	.00	.00
10	-1,025,373.78	.00	.00	.00
11	-877,156.83	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-8,684,639.58	.00	.00	-8,750,000.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	-8,684,639.58	Original Budget	-8,750,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-8,684,639.58	Carry Fwd Budget	.00
Available Budget	-65,360.42	Carry Fwd Bud Tfr	.00
Percent Used	99.25	Revised Budget	-8,750,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-8,300,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-8,750,000.00	PRESENT	-8,750,000.00
	.00	COMMISSION	.00
		APPROVED	-8,750,000.00

Increase 40,000

BA-12-135 - BOC 06-19

Final Audit Report 2023-06-05

Created:	2023-06-05
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGK7S4YAS7Il90j6pSizMr3zl99VtVpyb

"BA-12-135 - BOC 06-19" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Gina Cantero-Animal Services

EXPLANATION IN DETAIL: This budget amendment reflects the need to add addiotional funds to our Pet Adoption Voucher SVCS account for voucher payments for the remainder of the FY.

Prepared by: Gcantero

Date: 6/5/2023

Reviewed:

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Adoption Spay Neuter Voucher	R	1146430-453194	4,559	
Pet Adoption Voucher SVCS	E	1156430-532060	4,559	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:		Approved:	Budget Revision # 12-182
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date:	6/5/23	Date:	Posted by:
Signature:		Signature:	Approved by:

Anna R Burngarner Jun 6, 2023

$54,594.97(Total for FY)/ 11 (mth in FY)= $4,963.18

$4,963.18 - $405.03 (In account now)= $4,558.15

$4,558.15 rounded to $4,559

$4,559 Need for the remainder of FY

G/L ACCOUNT - MASTER INQUIRY

Org code: 1146430 ANIMAL SHELTER REVENUES
Object code: 453194 ADOPTION SPAY/NEUTER VOUCHER
Project code:

Type: R
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	4	REVENUES

Full description: ADOPTION SPAY/NEUTER VOUCHER Short desc: SPAY/NEUTR
Reference Acct:

CURRENT YEAR MONTHLY AMOUNTS

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-8,016.00	.00	.00	-65,000.00
02	-10,974.00	.00	.00	.00
03	-7,583.00	.00	.00	.00
04	-9,844.00	.00	.00	.00
05	-8,735.00	.00	.00	.00
06	-7,268.00	.00	.00	.00
07	-9,323.00	.00	.00	.00
08	-6,327.00	.00	.00	.00
09	-8,069.00	.00	.00	.00
10	-6,762.00	.00	.00	.00
11	-7,311.00	.00	.00	.00
12	-476.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-90,688.00	.00	.00	-65,000.00

CURRENT YEAR TOTAL AMOUNTS

Actual (Memo)	-90,618.00	Original Budget	-65,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-90,618.00	Carry Fwd Budget	.00
Available Budget	25,618.00	Carry Fwd Bud Tfr	.00
Percent Used	139.41	Revised Budget	-65,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	-100,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	-65,000.00	PRESENT	-65,000.00
	.00	COMMISSION	.00
		APPROVED	-65,000.00

Increase 4,559

G/L ACCOUNT - MASTER INQUIRY

Org code: 1156430 ANIMAL SHELTER EXPENDITURES
Object code: 532060 PET ADOPTION VOUCHER SVCS
Project code:

Type: E
Status: A
Budgetary: Y

Fund	1010	GENERAL FUND
Function	42	PUBLIC SAFETY
Sub Function	4264	ANIMAL SERVCIES
Department	6400	ANIMAL SERVCIES
Division	6430	ANIMAL SHELTER
Program	0000	NON PROGRAM
Activity	000	NON ACTIVITY
Type	5	EXPENDITURES

Full description: PET ADOPTION VOUCHER SVCS
Short desc: PA VOUCHR
Reference Acct:
Auto-encumber? (Y/N) N

--------- CURRENT YEAR MONTHLY AMOUNTS ----------

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	770.00	.00	.00	55,000.00
02	4,650.00	.00	.00	.00
03	5,445.00	.00	.00	.00
04	3,985.00	.00	.00	.00
05	4,800.00	.00	.00	.00
06	8,270.00	.00	.00	.00
07	4,450.00	.00	.00	.00
08	6,641.48	.00	.00	.00
09	5,633.49	.00	.00	.00
10	5,330.00	.00	.00	.00
11	4,270.00	.00	.00	.00
12	140.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	54,384.97	.00	.00	55,000.00

---------- CURRENT YEAR TOTAL AMOUNTS ----------

Actual (Memo)	54,594.97	Original Budget	55,000.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	54,594.97	Carry Fwd Budget	.00
Available Budget	405.03	Carry Fwd Bud Tfr	.00
Percent Used	99.26	Revised Budget	55,000.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	55,000.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	55,000.00	PRESENT	55,000.00
	.00	COMMISSION	.00
		APPROVED	55,000.00

Increase 4,559

BA-12-182 - BOC 06-19

Final Audit Report 2023-06-06

Created:	2023-06-06
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfxs4BTsqi7IT5-1LdrE1ISDUIkc71__c

"BA-12-182 - BOC 06-19" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:
This amendment is to budget donations received in order to provide goods and services to our clients.

Prepared by: Kelly Johnson
Date: 6/5/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Donations-One Church One Child	E	33018-000-583002-000	$17,231	
Donations-One Church One Child	R	33018-5312-464012-000	$17,231	
Foster Child Reinvestment Fund	E	33018-000-583000-000	$340,000	
Foster Child Reinvestment Fund	R	33018-5312-431200-000	$340,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: X		Approved:	Budget Revision # 12-203
Disapproved:		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: 6/6/2023		Date:	Posted by:
Signature:		Signature:	Approved by:

Anna R Burngarner Jun 7, 2023

Project Funding Source Inquiry [Rowan County]

Project string detail

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
Program *	5312	Children's Services		
Object *	464012	1 CHURCH 1 CHILD	Justification	
Frequency *	000	Non-Reportable		

Name *	1 CHURCH 1 CHILD	Projected date range	
Short Name *	OCOC	Actual date range	
Status	Active	Grant	
		Budget Calc Method	

Project String Balances | Revenue Allocation | GL Accounts

	Project Year 2023	Project Year 2022	Project Ye
Original Budget	.00	.00	
Transfers - In	-11,876.00	-37,425.00	
Transfers - Out	.00	.00	
Revised Budget	-11,876.00	-37,425.00	
Actual (Memo)	-29,107.65	-47,581.79	
Available	17,231.65	10,156.79	
Percent Used	245.10	127.14	

1 of 1 Add / Display reminder alerts on the current record

Project Funding Source Inquiry [Rowan County]

Project string detail

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
Program *	5312	Children's Services		
Object *	431200	FOSTER CHILD REINVESTMENT FUND	Justification	
Frequency *	000	Non-Reportable		

Name *	FOSTER CHILD REINVESTMENT FUND	Projected date range	
Short Name *	FC REIN FD	Actual date range	
Status	Active	Grant	
		Budget Calc Method	

Project String Balances | Revenue Allocation | GL Accounts

	Project Year 2023	Project Year 2022	Project Ye
Original Budget	.00	.00	
Transfers - In	-660,600.00	-991,985.00	
Transfers - Out	.00	.00	
Revised Budget	-660,600.00	-991,985.00	
Actual (Memo)	-1,000,600.00	-991,985.59	
Available	340,000.00	.59	
Percent Used	151.47	100.00	

Add / Display reminder alerts on the current record

BA-12-203 - BOC 06-19

Final Audit Report 2023-06-07

Created:	2023-06-06
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA47qLVpbDnL93-XyF-CLiLm92rboZCOte

"BA-12-203 - BOC 06-19" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize increase in revenues and disposal fees at the landfill

Prepared by: Teresa Sharpless

Date: 6/7/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Landfill Charges	R	6144720-444032	40,000	
Landfill Disposal Fees	E	6154710-590030	40,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 12-259
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Jun 7, 2023		Date:	Posted by:
Signature: Anna R Bumgarner		Signature:	Approved by:

Sharpless, Teresa F.

From: Boyd, Leslie H
Sent: Tuesday, June 6, 2023 4:29 PM
To: Sharpless, Teresa F.
Subject: BA for 6154710-590030

Hi Teresa,

I have one more account that needs a BA. 6154710-590030 has $6,079.00 available and I have May landfill charges that total $11,597.04, so I am $5,518.04 short. I will also still need to add charges for June as well as a solid waste tax payment. Not sure how you want to estimate for June. Landfill charges tend to fluctuate from month to month so I am not sure what to expect. Also, not sure how much the tax will be either. We pay it quarterly but it varies each quarter. Last quarter it was $2,473.12 but the one before that was only $41.22 and the first one was $1,838.66.

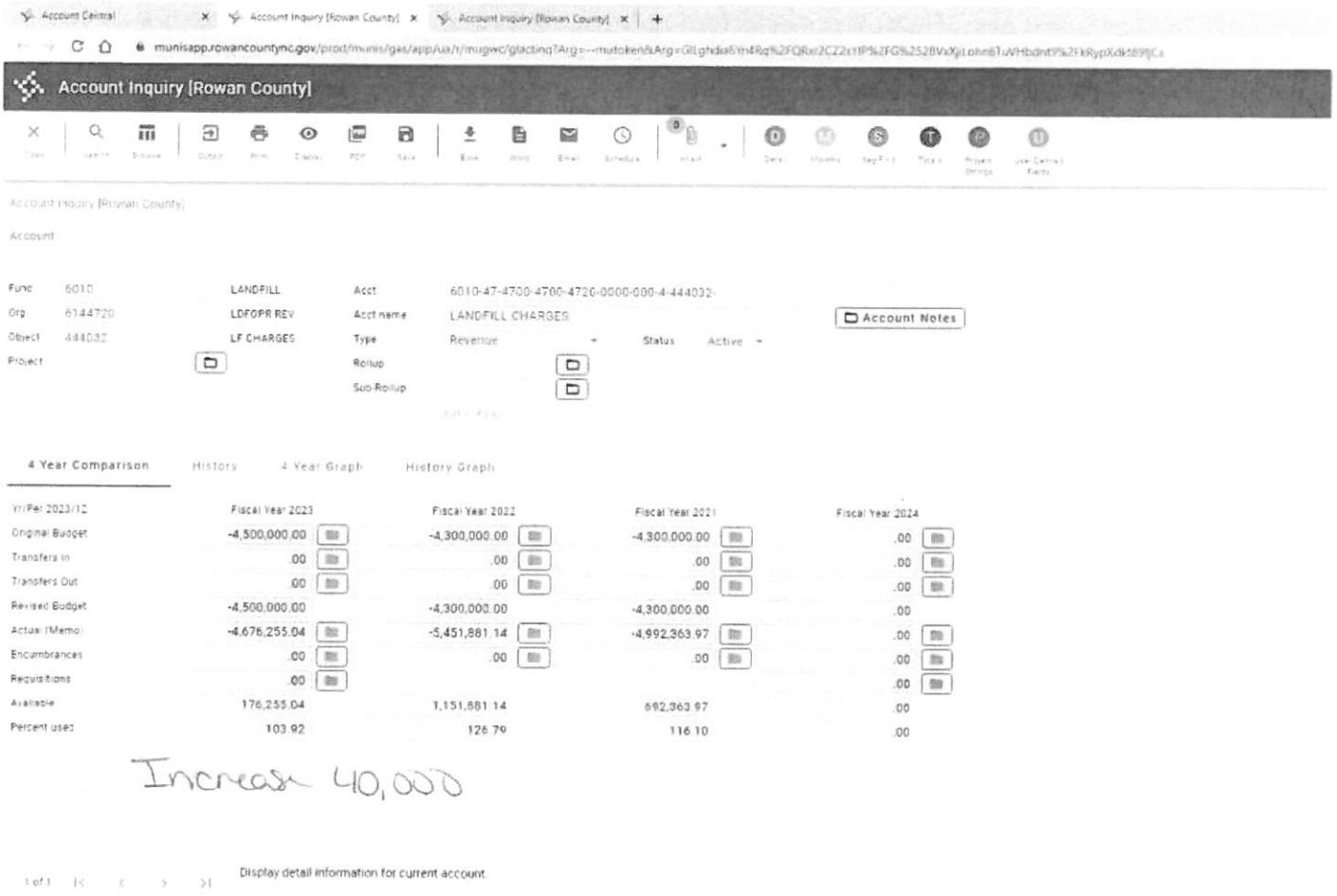
Fund	6010	LANDFILL	Acct	6010-47-4700-4700-4710-0000-000-5-590030-			Account Notes
Org	6154710	SANTN EXP	Acct name	DISPOSAL FEES AT LANDFILL			
Object	590030	REHAB	Type	Expense	Status	Active	
Project			Rollup				
			SubRollup				

4 Year Comparison | GAAP w/Carry Forward | History | 4 Year Graph | History Graph

Yr/Per 2023/12	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	110,000.00	110,000.00	98,000.00	.00
Transfers In	.00	40,000.00	75,000.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	110,000.00	150,000.00	173,000.00	.00
Actual (Memo)	103,921.00	138,233.74	168,547.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	6,079.00	11,766.26	4,453.00	.00
Percent Used	94.47	92.16	97.43	.00

Increase 40,000

Thanks!
Leslie


Account Central
Account Inquiry [Rowan County]
Account Inquiry [Rowan County]
munisapp.rowancountync.gov/prod/munis/gas/app/ua/r/mugwc/gtacting?Arg=--mutokenhArg=GlLghdia6Im4Rq%2FQRxr2CZ2x1P%2FG%252BVxXjtLohn6TuVHbdnt9%2FkRypXdk689jCs
Account Inquiry [Rowan County]
Account Inquiry [Rowan County]
Account
Func 6010 LANDFILL
Org 6144720 LDFOPR REV
Object 444032 LF CHARGES
Project
Acct 6010-47-4700-4700-4720-0000-000-4-444032
Acct name LANDFILL CHARGES
Type Revenue
Status Active
Rollup
Sub-Rollup
Account Notes
4 Year Comparison
History
4 Year Graph
History Graph
Yr/Per 2023/12
Fiscal Year 2023
Fiscal Year 2022
Fiscal Year 2021
Fiscal Year 2024
Original Budget -4,500,000.00 -4,300,000.00 -4,300,000.00 .00
Transfers In .00 .00 .00 .00
Transfers Out .00 .00 .00 .00
Revised Budget -4,500,000.00 -4,300,000.00 -4,300,000.00 .00
Actual (Memo) -4,676,255.04 -5,451,881.14 -4,992,363.97 .00
Encumbrances .00 .00 .00 .00
Requisitions .00 .00
Available 176,255.04 1,151,881.14 692,363.97 .00
Percent used 103.92 126.79 116.10 .00
Increase 40,000
1 of 1
Display detail information for current account.

BA-12-259 - BOC 06-19

Final Audit Report 2023-06-07

Created:	2023-06-07
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOrZXP3aXnmOpW1Notdzf8LISDTdFr51N

"BA-12-259 - BOC 06-19" History

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Adobe Acrobat Sign

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To recognize increase in Airport fuel revenues and expenses

Prepared by: Teresa Sharpless

Date: 6/8/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Fuel for Resale	E	6354560-561056	90,000	
Fuel Revenue	R	6344560-453045	90,000	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 12-299
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Jun 8, 2023		Date:	Posted by:
Signature: Anna R Burrgainer		Signature:	Approved by:

Account Central

6354560-561056- | FUEL FOR RESALE

Account | Segments | Monthly Data | Budget Rollup | Current vs. CFWD

Status
Active

Type
Expense

Multi Year Fund
No

Account Totals

	2024	2023	2022	2021
Original Budget	0.00	700,000.00	700,000.00	700,000.00
Transfers	0.00	0.00	-8,500.00	0.00
Revised Budget	0.00	700,000.00	691,500.00	700,000.00
Actual (Memo)	0.00	678,236.89	731,389.22	383,746.90
Encumbrances	1.00	1.00	0.00	0.00
Requisitions	0.00	0.00	0.00	0.00
Available Budget	**-1.00**	**21,762.11**	**-39,889.22**	**316,253.10**
Percent Used	0 %	97 %	106 %	55 %

Transactions

→ Increase 90,000

Account Central

6344560-453045- | FUEL REVENUE

Account | Segments | Monthly Data | Budget Rollup | Current vs. CFWD

Status
Active

Type
Revenue

Multi Year Fund
No

Account Totals

	2024	2023	2022	2021
Original Estimate	0.00	-800,000.00	-930,000.00	-930,000.00
Transfers	0.00	-13,000.00	-4,000.00	0.00
Revised Estimate	0.00	-813,000.00	-934,000.00	-930,000.00
Actual Revenue	0.00	-1,061,358.24	-1,021,894.68	-689,563.30
Encumbrances	0.00	0.00	0.00	0.00
Requisitions	0.00	0.00	0.00	0.00
Remaining Revenue	**0.00**	**248,358.24**	**87,894.68**	**-240,436.70**
Percent Collected	0 %	131 %	109 %	74 %

Transactions

Increase 90,000

BA-12-299 - BOC 06-19

Final Audit Report 2023-06-08

Created:	2023-06-08
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2tuVSQVdCzDl6LZh6QmqWRT84K0nNsSF

"BA-12-299 - BOC 06-19" History

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Signature Date: 2023-06-08 - 8:51:32 PM GMT - Time Source: server- IP address: 24.123.188.14

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2023-06-08 - 8:51:32 PM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To transfer funds to cover Vehicles/ Fleet Target Contract through FYE

Prepared by: Teresa Sharpless

Date: 6/8/2023

BUDGET INFORMATION:

			203,756.00	203,756.00
ORG	**OBJECT**	**ACCOUNT DESCRIPTION**	**Increase**	**Decrease**
1154950	543021	**R&M - Vehicles/Fleet Target**	964.00	-
1154210	543021	**R&M - Vehicles/Fleet Target**	3,535.00	-
1154330	543021	**R&M - Vehicles/Fleet Target**	53,493.00	-
1154410	543021	**R&M - Vehicles/Fleet Target**	101,427.00	-
1154124	543021	**R&M - Vehicles/Fleet Target**	643.00	-
1154134	543021	**R&M - Vehicles/Fleet Target**	9,639.00	-
1156230	543021	**R&M - Vehicles/Fleet Target**	6,426.00	-
1156237	543021	**R&M - Vehicles/Fleet Target**	643.00	-
1156238	543021	**R&M - Vehicles/Fleet Target**	1,286.00	-
1156239	543021	**R&M - Vehicles/Fleet Target**	1,286.00	-
1155185	543021	**R&M - Vehicles/Fleet Target**	2,571.00	-
1154830	543021	**R&M - Vehicles/Fleet Target**	1,923.00	-
1154250	543021	**R&M - Vehicles/Fleet Target**	5,783.00	-
1156420	543021	**R&M - Vehicles/Fleet Target**	10,281.00	-
1156440	543021	**R&M - Vehicles/Fleet Target**	1,928.00	-
33018-310-543021-100	543021	**R&M - Vehicles/Fleet Target**	1,928.00	-
1154136	543021	**R&M - Vehicles/Fleet Target**		203,756.00

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 12-307
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Jun 8, 2023		Date:	Posted by:
Signature: Anna R Burngasner		Signature:	Approved by:

Org	Object	Amount	Monthly	8 Months	4 months	
1154950	543021	2,892.00	241.00	1,928.00	964.00	
1154210	543021	10,603.00	883.58	7,068.67	3,534.33	
1154330	543021	160,477.00	13,373.08	106,984.67	53,492.33	
1154410	543021	304,280.00	25,356.67	202,853.33	101,426.67	
1154124	543021	1,928.00	160.67	1,285.33	642.67	
1154134	543021	28,915.00	2,409.58	19,276.67	9,638.33	
1156230	543021	19,277.00	1,606.42	12,851.33	6,425.67	
1156237	543021	1,928.00	160.67	1,285.33	642.67	
1156238	543021	3,856.00	321.33	2,570.67	1,285.33	
1156239	543021	3,856.00	321.33	2,570.67	1,285.33	
1155185	543021	7,711.00	642.58	5,140.67	2,570.33	
1154830	543021	5,783.00	481.92	3,855.33	1,927.67	
1154250	543021	17,349.00	1,445.75	11,566.00	5,783.00	
1156420	543021	30,843.00	2,570.25	20,562.00	10,281.00	
1156440	543021	5,783.00	481.92	3,855.33	1,927.67	
1155310	543021	5,783.00	481.92	3,855.33	1,927.67	Use project ledger 33018-310-543021-100
		611,264.00	50,938.67	407,509.33	203,754.67	
		Move from 1154136-543021			203,754.67	

BA-12-307 - BOC 06-19

Final Audit Report 2023-06-08

Created:	2023-06-08
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMTrm-afJIN8tlLOB2qThD15KQEXQh43u

"BA-12-307 - BOC 06-19" History

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ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Board of Commissioners

FROM: Finance

EXPLANATION IN DETAIL: To transfer funds to cover Vehicles/ Fleet Non Target Contract through FYE

Prepared by: Teresa Sharpless

Date: 6/9/2023

BUDGET INFORMATION:

			133,832.00	133,832.00
Account	**Type**	**ACCOUNT DESCRIPTION**	**Increase**	**Decrease**
1154134-543022 - Fac Mgmt	E	**R&M - Vehicles/Fleet Non-Target**	3,730.00	-
1154250-543022 - Bldg Insp	E	**R&M - Vehicles/Fleet Non-Target**	5,589.00	-
1154330-543022 - EMS	E	**R&M - Vehicles/Fleet Non-Target**	35,576.00	-
1154410-543022 - Sheriff	E	**R&M - Vehicles/Fleet Non-Target**	83,609.00	-
1154830-543022 - Planning	E	**R&M - Vehicles/Fleet Non-Target**	1,068.00	-
1154950-543022 - Coop Ext	E	**R&M - Vehicles/Fleet Non-Target**	294.00	-
1155185-543022 - Env Health	E	**R&M - Vehicles/Fleet Non-Target**	1,078.00	-
33018-310-543022-100 - DSS	E	**R&M - Vehicles/Fleet Non-Target**	167.00	-
1156110-543022 - Library	E	**R&M - Vehicles/Fleet Non-Target**	330.00	-
1156237-543022 - Parks	E	**R&M - Vehicles/Fleet Non-Target**	119.00	-
1156410-543022 - Animal Svcs	E	**R&M - Vehicles/Fleet Non-Target**	206.00	-
1156420-543022 - Animal Svcs	E	**R&M - Vehicles/Fleet Non-Target**	2,066.00	-
1154125-543020 - Finance	E	**R&M - Vehicles**	-	133,832.00

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: ☑		Approved:	Budget Revision # 12-314
Disapproved: ☐		Disapproved:	Date Posted:
Amended:		Amended:	Group Number:
Date: Jun 9, 2023		Date:	Posted by:
Signature: Anna R Burnganer		Signature:	Approved by:

VECTOR NON-TARGET BA & JE NEEDED

Row Labels	Sum of Total Price
4134-FAC MAN	3,147.58
4250-BLD INS	5,588.57
4330-EM SVCS	31,578.62
4400-SHERIFF	80,148.50
4830-PLANNIN	1,067.49
4950-COOP EX	293.95
5185-ENV HEA	1,077.26
5300-SOC SER	166.69
6100-LIBRARY	164.92
6237-ELLIS	118.77
6410-AN SVCE	205.73
6420-ANIMAL	2,065.04
POWER	7,634.24
wex	3,535.43
Grand Total	**136,792.79**

		Feb - May	June Est	TOTAL
1154134-543022		3,147.58	582.00	3,729.58
1154250-543022		5,588.57		5,588.57
1154330-543022		31,578.62	3,997.00	35,575.62
1154410-543022		80,148.50	3,460.00	83,608.50
1154830-543022		1,067.49		1,067.49
1154950-543022		293.95		293.95
1155185-543022		1,077.26		1,077.26
33018-310-543022-100		166.69		166.69
1156110-543022		164.92	165.00	329.92
1156237-543022		118.77		118.77
1156410-543022		205.73		205.73
1156420-543022		2,065.04		2,065.04
1154125-543020				
		125,623.12	8,204.00	133,827.12
	Remains in 4125	11,169.67		
		136,792.79		

1154125-543020

BA-12-314 - BOC 06-19

Final Audit Report 2023-06-09

Created:	2023-06-09
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAk4MayVAn_1PIQUC5w3U8clqoBOB8HypU

"BA-12-314 - BOC 06-19" History

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2023-06-09 - 2:46:28 PM GMT

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Sole-Source Zoom

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Purchasing policy requires all purchase over $90,000 be approved by the Board of Commissioners. Previously approved on 7/18/2022; Agenda Item P. The County wishes to renew its agreement with Zoom for phone service. The attached quote has been provided by Zoom for a 12 month period. The overall cost per order form number: Q2012413, which is within the approved FY24 budget will not exceed: $158,682.84 (First Payment $158,682.84 plus 11 months at $20) plus Federal Universal Service Tax Fee.

Attached quote from Zoom Video Communications, Inc.

Board of Commissioners authorize County Manager to approve contract with Zoom for phone services not to exceed $158,682.84 plus Federal Universal Tax Fee.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/6/2023	Cover Memo

Order Form Number: Q2012413
Valid Until:

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA

Billed To	**Sold To**
Customer: Rowan County **Account Legal Name:** COUNTY OF ROWAN **Contact Name**: It Billing 130 West Innes Street Salisbury, North Carolina 28144, United States **Email Address**: it.billing@rowancountync.gov **Phone**: +17042168123	**Customer**: Rowan County **Account Legal Name:** COUNTY OF ROWAN **Contact Name**: Randy Cress 130 West Innes Street, Suite 310 Salisbury, North Carolina 28144, United States **Email Address**: randy.cress@rowancountync.gov **Phone**: 704.216.8114
Auto Renew: Yes **Initial Paid Subscription Term:** 12 Month **Renewal Subscription Term:** 12 Month **Paid Period Start Date:** 07/01/2023	**Billing Method:** Email **Currency:** USD **Payment Term:** Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by the Zoom Terms of Service found at http://www.zoom.us/terms (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Enterprise Named Host Annual	Annual	82	USD 204.00	USD 16,728.00
Zoom Phone US/Canada Unlimited Calling Named User Annual	Annual	900	USD 148.30	USD 133,471.80
Zoom Phone Monthly Usage - overage fee	Month	NA	NA	NA
Zoom Phone Pay As You Go	Month	1	USD 0.00	USD 0.00
Audio Conferencing Pay as you go	Month	1	USD 0.00	USD 0.00
Audio Conferencing Pay As You Go - overage fee	Month		USD 1.0000	USD
Dedicated Dial-in Number	Month	2	USD 10.00	USD 20.00
Zoom Rooms Annual	Annual	20	USD 424.15	USD 8,483.04

(Before Taxes)	
Monthly Payment:	**USD 20.00**
Annual Payment:	**USD 158,682.84**

Payment Schedule Summary (Before Taxes)

First Payment: USD 158,702.84

Monthly Recurring Payment: USD 20.00 (Starting from the Second Month)
Annual Recurring Payment: USD 158,682.84 (At the beginning of the Second Year)

Other Terms & Notes

Named Host - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 500 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.

Enterprise Named Host Plan includes 500 meeting capacity and webinar 500 attendee capacity for all named users.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see https://explore.zoom.us/docs/en-us/zoomphone/global-coverage.html).

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

Professional Services, if purchased, will be presented in a separate Order Form.

Zoom Global Telephone Coverage and Rates

Audio Table Format: Country | Landline Rate | Mobile Rate | Enabled Status
Y means audio for country is Enabled upon provisioning
N means audio for country is Not Enabled upon provisioning

Toll-Free Country | Landline Rate | Mobile Rate | Enabled Status	Premium Country | Landline Rate | Mobile Rate | Enabled Status	Callout Country | Landline Rate | Mobile Rate | Enabled Status
Anguilla | 1.0482 $ | 1.0482 $ | Y	Algeria | 0.5396 $ | 0.5396 $ | Y	Algeria | 0.334 $ | 1.67 $ | Y
Antigua and Barbuda | 1.0482 $ | 1.0482 $ | Y	Angola | 0.1296 $ | 0.1296 $ | Y	American Samoa | 0.005 $ | 0.005 $ | Y
Argentina | 0.4108 $ | 0.4108 $ | Y	Cayman Islands | 0.1944 $ | 0.1944 $ | Y	Angola | 0.346 $ | 0.347 $ | Y
Australia | 0.1278 $ | 0.1278 $ | Y	China | 0.0633 $ | 0.0633 $ | Y	Anguilla | 0.456 $ | 0.456 $ | Y
Austria | 0.2003 $ | 0.8651 $ | Y	Costa Rica | 0.0541 $ | 0.0541 $ | Y	Antigua and Barbuda | 0.456 $ | 0.456 $ | Y
Bahamas | 0.7296 $ | 0.7296 $ | Y	Hong Kong SAR | 0.0475 $ | 0.0475 $ | Y	Argentina | 0.146 $ | 1.111 $ | Y
Bahrain | 0.2003 $ | 0.2003 $ | Y	India | 0.0863 $ | 0.0863 $ | Y	Armenia | 0.9756 $ | 0.9756 $ | N
Barbados | 1.0482 $ | 1.0482 $ | Y	Indonesia | 0.1079 $ | 0.1079 $ | Y	Australia | 0.087 $ | 0.354 $ | Y
Belgium | 0.0856 $ | 1.7932 $ | Y	Jamaica | 0.0541 $ | 0.0541 $ | Y	Austria | 0.077 $ | 0.143 $ | Y
Bermuda | 1.8224 $ | 1.8224 $ | Y	Kazakhstan | 0.3453 $ | 0.3453 $ | Y	Bahamas | 0.355 $ | 0.355 $ | Y
Bolivia (Plurinational State of) | 1.1391 $ | 1.1391 $ | Y	Kuwait | 0.1296 $ | 0.1296 $ | Y	Bahrain | 0.208 $ | 0.366 $ | Y
Bosnia and Herzegovina | 1.2757 $ | 1.2757 $ | Y	Macau SAR | 0.2916 $ | 0.2916 $ | Y	Bangladesh | 0.212 $ | 0.196 $ | Y
Botswana | 1.7495 $ | 1.7495 $ | Y	Morocco | 0.4101 $ | 0.4101 $ | Y	Barbados | 0.476 $ | 0.476 $ | Y
Brazil | 0.266 $ | 0.957 $ | Y	Namibia | 0.1509 $ | 0.1509 $ | Y	Belgium | 0.112 $ | 0.113 $ | Y
Brunei Darussalam | 1.6855 $ | 1.6855 $ | Y	Nigeria | 0.0648 $ | 0.0648 $ | Y	Belize | 1.2287 $ | 1.2287 $ | Y
Bulgaria | 0.7028 $ | 0.7028 $ | Y	Pakistan | 0.2916 $ | 0.2916 $ | Y	Bermuda | 0.456 $ | 0.456 $ | Y
Cambodia | 3.6111 $ | 3.6111 $ | Y	Philippines | 0.4968 $ | 0.4968 $ | Y	Bolivia (Plurinational State of) | 0.521 $ | 0.916 $ | Y
Canada | 0.0467 $ | 0.0467 $ | Y	Sri Lanka | 0.4081 $ | 0.4081 $ | Y	Bosnia and Herzegovina | 0.629 $ | 1.633 $ | Y
Cayman Islands | 0.957 $ | 0.957 $ | Y	Taiwan, China | 0.1296 $ | 0.1296 $ | Y	Botswana | 0.278 $ | 1.005 $ | Y
Chile | 1.0847 $ | 1.0847 $ | Y	Thailand | 0.1296 $ | 0.1296 $ | Y	Brazil | 0.111 $ | 0.831 $ | Y
China | 0.3337 $ | 0.3337 $ | Y	Trinidad and Tobago | 0.4533 $ | 0.4533 $ | Y	Brunei Darussalam | 0.1922 $ | 0.2156 $ | Y
Colombia | 0.6385 $ | 0.6385 $ | Y	Tunisia | 1.2953 $ | 1.2953 $ | Y	Bulgaria | 0.109 $ | 1.056 $ | Y
Costa Rica | 0.957 $ | 0.957 $ | Y	Uganda | 0.2052 $ | 0.2052 $ | Y	Cambodia | 0.354 $ | 0.354 $ | Y
Croatia | 0.1684 $ | 0.9054 $ | Y	Ukraine | 0.0432 $ | 0.0432 $ | N	Canada | 0.054 $ | 0.054 $ | Y
Cyprus | 0.0665 $ | 0.1134 $ | Y	Viet Nam | 0.259 $ | 0.259 $ | Y	Cayman Islands | 0.262 $ | 0.262 $ | Y
Czechia | 0.1096 $ | 0.1096 $ | Y	Zimbabwe | 0.4749 $ | 0.4749 $ | Y	Chile | 0.146 $ | 0.901 $ | Y
Denmark | 0.0588 $ | 1.6691 $ | Y		China | 0.084 $ | 0.084 $ | Y
Dominica | 1.0482 $ | 1.0482 $ | Y		Colombia | 0.191 $ | 0.191 $ | Y
Dominican Republic | 0.8935 $ | 0.8935 $ | Y		Costa Rica | 0.107 $ | 0.272 $ | Y
Ecuador | 1.4124 $ | 1.4124 $ | Y		Croatia | 0.12 $ | 1.43 $ | Y
Egypt | 2.186 $ | 2.186 $ | Y		Cyprus | 0.089 $ | 0.358 $ | Y
Estonia | 0.2284 $ | 1.8673 $ | Y		Czechia | 0.151 $ | 0.139 $ | Y
Fiji | 3.0515 $ | 3.0515 $ | Y		Denmark | 0.059 $ | 0.178 $ | Y
Finland | 0.256 $ | 0.5858 $ | Y		Dominica | 0.456 $ | 0.456 $ | Y
France | 0.089 $ | 0.2516 $ | Y		Dominican Republic | 0.098 $ | 0.098 $ | Y
Georgia | 0.2746 $ | 0.2746 $ | Y		Ecuador | 0.514 $ | 0.957 $ | Y
Germany | 0.0421 $ | 0.5108 $ | Y		Egypt | 0.424 $ | 0.601 $ | Y
Ghana | 0.7296 $ | 0.7296 $ | Y		

Greece | 0.061 $ | 2.2268 $ | Y
Grenada | 1.0482 $ | 1.0482 $ | Y
Guam | 0.7752 $ | 0.7752 $ | Y
Guatemala | 1.5945 $ | 1.5945 $ | Y
Honduras | 1.2757 $ | 1.2757 $ | Y
Hong Kong SAR | 0.1698 $ | 0.1698 $ | Y
Hungary | 0.1096 $ | 0.3431 $ | Y
Iceland | 0.3198 $ | 0.3198 $ | Y
India | 0.4108 $ | 0.4108 $ | Y
Indonesia | 1.1391 $ | 1.1391 $ | Y
Ireland | 0.1242 $ | 2.9481 $ | Y
Israel | 0.1273 $ | 0.1273 $ | Y
Italy | 0.1506 $ | 0.7935 $ | Y
Jamaica | 2.7324 $ | 2.7324 $ | Y
Japan | 0.4041 $ | 1.7309 $ | Y
Jordan | 1.4578 $ | 2.0501 $ | Y
Kazakhstan | 1.3667 $ | 1.3667 $ | Y
Kenya | 0.8208 $ | 0.8208 $ | Y
Korea, Republic of | 0.1447 $ | 0.1447 $ | Y
Latvia | 0.716 $ | 0.716 $ | Y
Lithuania | 0.4926 $ | 0.4926 $ | Y
Luxembourg | 0.1475 $ | 0.6918 $ | Y
Macau SAR | 1.3667 $ | 1.3667 $ | Y
Malaysia | 0.5929 $ | 0.5929 $ | Y
Malta | 0.4475 $ | 0.4475 $ | Y
Mauritius | 1.3667 $ | 1.3667 $ | Y
Mexico | 0.1337 $ | 0.1337 $ | Y
Monaco | 0.1478 $ | 0.1478 $ | Y
Montserrat | 1.0482 $ | 1.0482 $ | Y
Morocco | 2.7324 $ | 2.7324 $ | Y
Nepal | 1.1846 $ | 1.1846 $ | Y
Netherlands | 0.3431 $ | 1.1391 $ | Y
New Zealand | 0.1333 $ | 0.5991 $ | Y
Nicaragua | 1.9586 $ | 2.8697 $ | Y
Nigeria | 2.0953 $ | 2.0953 $ | Y
North Macedonia | 1.0027 $ | 2.0501 $ | Y
Northern Mariana Islands | 0.2284 $ | 0.2284 $ | Y
Norway | 0.1177 $ | 0.1177 $ | Y
Oman | 1.9586 $ | 1.9586 $ | Y
Panama | 0.1118 $ | 0.1118 $ | Y
Paraguay | 1.1846 $ | 1.1846 $ | Y
Peru | 1.2757 $ | 1.2757 $ | Y
Philippines | 0.8431 $ | 1.1391 $ | Y
Poland | 0.5019 $ | 0.5019 $ | Y
Portugal | 0.1526 $ | 0.7245 $ | Y
Puerto Rico | 0.1891 $ | 0.1891 $ | Y
Qatar | 1.0847 $ | 1.0847 $ | Y
Romania | 0.2383 $ | 0.5247 $ | Y
Russian Federation | 0.5475 $ | 0.5475 $ | Y
Saint Kitts and Nevis | 1.0482 $ | 1.0482 $ | Y
Saudi Arabia | 0.957 $ | 0.957 $ | Y
Serbia | 2.0953 $ | 2.0953 $ | Y
Singapore | 0.1563 $ | 0.1563 $ | Y
Slovakia | 0.4886 $ | 1.5218 $ | Y
Slovenia | 0.2595 $ | 0.6648 $ | Y
South Africa | 0.3198 $ | 0.3198 $ | Y
Spain | 0.0915 $ | 1.2576 $ | Y
Sri Lanka | 1.2757 $ | 1.2757 $ | Y
Sweden | 0.0607 $ | 0.3736 $ | Y
Switzerland | 0.4269 $ | 2.1273 $ | Y
Taiwan, China | 0.2746 $ | 0.5929 $ | Y
Tanzania, United Republic of | 1.3214 $ | 1.3214 $ | Y
Thailand | 1.3214 $ | 1.3214 $ | Y
Trinidad and Tobago | 0.5475 $ | 0.5475 $ | Y
Turkey | 0.1242 $ | 0.1242 $ | Y
Turks and Caicos Islands | 1.0482 $ | 1.0482 $ | Y
Uganda | 0.7752 $ | 0.7752 $ | Y
Ukraine | 1.0482 $ | 1.0482 $ | Y
United Arab Emirates | 0.9119 $ | 0.9119 $ | Y
United Kingdom | 0.0856 $ | 0.1698 $ | Y
United States of America | 0.074 $ | 0.074 $ | Y
Uruguay | 1.2303 $ | 1.2303 $ | Y
Uzbekistan | 5.5142 $ | 5.5142 $ | Y
Venezuela (Bolivarian Republic of) | 1.1801 $ | 1.1801 $ | Y
Viet Nam | 1.0829 $ | 1.0829 $ | Y
Virgin Islands (British) | 1.0482 $ | 1.0482 $ | Y

El Salvador | 0.629 $ | 1.005 $ | Y
Equatorial Guinea | 2.2411 $ | 2.2411 $ | Y
Estonia | 0.934 $ | 0.935 $ | Y
Fiji | 0.85 $ | 0.85 $ | Y
Finland | 0.282 $ | 0.84 $ | Y
France | 0.043 $ | 0.196 $ | Y
Georgia | 0.321 $ | 0.644 $ | Y
Germany | 0.084 $ | 0.206 $ | Y
Ghana | 1.157 $ | 1.157 $ | Y
Greece | 0.084 $ | 0.144 $ | Y
Grenada | 0.456 $ | 0.456 $ | Y
Guam | 0.005 $ | 0.005 $ | Y
Guatemala | 0.502 $ | 0.67 $ | Y
Honduras | 0.523 $ | 0.72 $ | Y
Hong Kong SAR | 0.075 $ | 0.18 $ | Y
Hungary | 0.081 $ | 0.242 $ | Y
Iceland | 0.096 $ | 0.309 $ | Y
India | 0.132 $ | 0.104 $ | Y
Indonesia | 0.204 $ | 0.359 $ | Y
Ireland | 0.063 $ | 0.395 $ | Y
Israel | 0.339 $ | 0.301 $ | Y
Italy | 0.052 $ | 0.216 $ | Y
Jamaica | 0.341 $ | 0.341 $ | Y
Japan | 0.162 $ | 0.42 $ | Y
Jordan | 0.489 $ | 0.796 $ | Y
Kazakhstan | 0.087 $ | 0.439 $ | Y
Kenya | 0.626 $ | 0.646 $ | Y
Korea, Republic of | 0.096 $ | 0.132 $ | Y
Kuwait | 0.457 $ | 0.457 $ | Y
Latvia | 0.414 $ | 1.456 $ | Y
Lithuania | 0.639 $ | 1.671 $ | Y
Luxembourg | 0.109 $ | 0.773 $ | Y
Macau SAR | 0.388 $ | 0.388 $ | Y
Malaysia | 0.069 $ | 0.116 $ | Y
Maldives | 4.758 $ | 4.758 $ | Y
Malta | 0.10 $ | 0.24 $ | Y
Mauritius | 0.407 $ | 0.411 $ | Y
Mexico | 0.069 $ | 0.23 $ | Y
Monaco | 0.294 $ | 1.592 $ | Y
Montserrat | 1.091 $ | 1.091 $ | Y
Morocco | 0.084 $ | 1.676 $ | Y
Nepal | 0.49 $ | 0.49 $ | Y
Netherlands | 0.062 $ | 0.278 $ | Y
New Zealand | 0.068 $ | 0.247 $ | Y
Nigeria | 0.315 $ | 0.315 $ | Y
North Macedonia | 0.67 $ | 1.676 $ | Y
Norway | 0.064 $ | 0.199 $ | Y
Oman | 0.544 $ | 1.267 $ | Y
Pakistan | 0.557 $ | 0.424 $ | Y
Panama | 0.18 $ | 0.66 $ | Y
Paraguay | 0.18 $ | 0.601 $ | Y
Peru | 0.107 $ | 0.415 $ | Y
Philippines | 0.51 $ | 0.774 $ | Y
Poland | 0.077 $ | 0.294 $ | Y
Portugal | 0.068 $ | 0.143 $ | Y
Puerto Rico | 0.043 $ | 0.043 $ | Y
Qatar | 0.738 $ | 0.919 $ | Y
Romania | 0.112 $ | 0.312 $ | Y
Russian Federation | 0.146 $ | 0.752 $ | Y
Rwanda | 1.466 $ | 1.432 $ | Y
Saint Kitts and Nevis | 0.683 $ | 0.683 $ | Y
Saint Lucia | 0.456 $ | 0.456 $ | Y
Saint Vincent and the Grenadines | 0.456 $ | 0.456 $ | Y
Saudi Arabia | 0.592 $ | 0.727 $ | Y
Singapore | 0.063 $ | 0.063 $ | Y
Sint Maarten (Dutch part) | 0.456 $ | 0.456 $ | Y
Slovakia | 0.093 $ | 0.676 $ | Y
Slovenia | 0.121 $ | 0.339 $ | Y
South Africa | 0.101 $ | 0.258 $ | Y
Spain | 0.071 $ | 0.235 $ | Y
Sri Lanka | 0.607 $ | 0.607 $ | Y
Sweden | 0.071 $ | 0.129 $ | Y
Switzerland | 0.348 $ | 0.49 $ | Y
Taiwan, China | 0.101 $ | 0.523 $ | Y
Tanzania, United Republic of | 1.382 $ | 1.341 $ | Y
Thailand | 0.158 $ | 0.158 $ | Y
Trinidad and Tobago | 0.319 $ | 0.319 $ | Y
Turkey | 0.224 $ | 0.769 $ | Y
Turks and Caicos Islands | 0.401 $ | 0.401

		$ | Y Uganda | 1.531 $ | 1.531 $ | Y Ukraine | 0.546 $ | 1.179 $ | Y United Arab Emirates | 1.087 $ | 1.087 $ | Y United Kingdom | 0.059 $ | 0.132 $ | Y United States of America | 0.043 $ | 0.043 $ | Y Uruguay | 0.417 $ | 1.875 $ | Y Uzbekistan | 0.339 $ | 0.782 $ | Y Venezuela (Bolivarian Republic of) | 0.052 $ | 0.167 $ | Y Viet Nam | 0.395 $ | 0.395 $ | Y Virgin Islands (British) | 0.319 $ | 0.319 $ | Y Virgin Islands (U.S.) | 0.081 $ | 0.081 $ | Y

Zoom Phone Rates

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status
Y means Zoom Phone for country is Enabled upon provisioning
N means Zoom Phone for country is Not Enabled upon provisioning

Toll-Free Country | Landline Rate | Mobile Rate | Enabled Status	Callout Country | Landline Rate | Mobile Rate | Enabled Status
Not Applicable	ANTIGUA AND BARBUDA | 1.0218 $ | 1.0486 $ | Y ARGENTINA | 0.1156 $ | 0.5623 $ | Y AUSTRIA | 0.0501 $ | 0.23 $ | Y BULGARIA | 0.1186 $ | 0.8406 $ | Y BOLIVIA (PLURINATIONAL STATE OF) | 0.5155 $ | 0.8003 $ | Y BONAIRE, SINT EUSTATIUS AND SABA | 0.7028 $ | 0.7028 $ | Y BOTSWANA | 0.436 $ | 0.9398 $ | Y COCOS (KEELING) ISLANDS | 0.4552 $ | 0 $ | Y SWITZERLAND | 0.3694 $ | 0.7011 $ | Y CURAÇAO | 0.2813 $ | 0.7028 $ | Y CHRISTMAS ISLAND | 0.4552 $ | 0 $ | Y CYPRUS | 0.0953 $ | 0.2861 $ | Y GERMANY | 0.0353 $ | 0.1434 $ | Y DOMINICAN REPUBLIC | 0.1716 $ | 0.3824 $ | Y ALGERIA | 0.3773 $ | 2.1167 $ | Y ECUADOR | 0.5392 $ | 0.7572 $ | Y WESTERN SAHARA | 0.5182 $ | 0 $ | Y SPAIN | 0.0381 $ | 0.1832 $ | Y FINLAND | 0.8584 $ | 0.864 $ | Y GRENADA | 1.0196 $ | 1.2758 $ | Y GREECE | 0.0911 $ | 0.3357 $ | Y HONG KONG SAR | 0.0863 $ | 0.1333 $ | Y INDONESIA | 0.1486 $ | 0.2407 $ | Y ISRAEL | 0.0639 $ | 0.1161 $ | Y INDIA | 0.0915 $ | 0.0837 $ | Y JORDAN | 0.6552 $ | 0.8567 $ | Y KENYA | 0.9342 $ | 0.7235 $ | Y CAYMAN ISLANDS | 0.7259 $ | 0.4934 $ | Y KAZAKHSTAN | 0.3587 $ | 0.6853 $ | Y SAINT LUCIA | 0.9581 $ | 0.5276 $ | Y MALAYSIA | 0.1001 $ | 0.0918 $ | Y NETHERLANDS | 0.0913 $ | 0.4453 $ | Y NEW ZEALAND | 0.0567 $ | 0.2556 $ | Y OMAN | 0.5335 $ | 1.1352 $ | Y PANAMA | 0.0485 $ | 0.994 $ | Y PHILIPPINES | 0.5808 $ | 0.7074 $ | Y POLAND | 0.137 $ | 0.3728 $ | Y PORTUGAL | 0.026 $ | 0.1545 $ | Y ROMANIA | 0.0812 $ | 0.2815 $ | Y RUSSIAN FEDERATION | 0.1054 $ | 0.8892 $ | Y SINGAPORE | 0.0329 $ | 0.0335 $ | Y SLOVENIA | 0.1855 $ | 1.1228 $ | Y UKRAINE | 0.5868 $ | 1.0755 $ | Y URUGUAY | 0.2285 $ | 0.8432 $ | Y HOLY SEE (VATICAN CITY) | 0.0082 $ | 0 $ | Y VENEZUELA (BOLIVARIAN REPUBLIC OF) | 0.0518 $ | 0.2809 $ | Y VIRGIN ISLANDS (U.S.) | 0.9646 $ | 1.5308 $ | Y ASCENSION ISLAND | 1.8943 $ | 1.065 $ | Y ANDORRA | 0.1589 $ | 0.348 $ | Y UNITED ARAB EMIRATES | 0.6535 $ | 0.6535 $ | Y AFGHANISTAN | 0.3124 $ | 0.3766 $ | Y ANGUILLA | 1.0442 $ | 1.0442 $ | Y ALBANIA | 0.2534 $ | 0.7026 $ | Y ARMENIA | 0.3098 $ | 0.3455 $ | Y

	NETHERLANDS ANTILLES | 0.1956 $ | 0.15 $ | Y ANGOLA | 0.6882 $ | 0.5871 $ | Y AMERICAN SAMOA | 0.3267 $ | 0.3267 $ | Y AUSTRALIA | 0.0443 $ | 0.182 $ | Y ARUBA | 0.1557 $ | 0.3294 $ | Y AZERBAIJAN | 0.434 $ | 0.5256 $ | Y BOSNIA AND HERZEGOVINA | 0.6177 $ | 1.313 $ | Y BARBADOS | 0.972 $ | 1.0238 $ | Y BANGLADESH | 0.1703 $ | 0.1697 $ | Y BELGIUM | 0.308 $ | 0.5272 $ | Y BURKINA FASO | 0.5944 $ | 0.6532 $ | Y BAHRAIN | 0.4356 $ | 0.5154 $ | Y BURUNDI | 0.788 $ | 0.8907 $ | Y BENIN | 0.602 $ | 0.5223 $ | Y BERMUDA | 0.3216 $ | 0.3216 $ | Y BRUNEI DARUSSALAM | 0.1424 $ | 0.0558 $ | Y BRAZIL | 0.0524 $ | 0.2582 $ | Y BAHAMAS | 0.6278 $ | 0.6278 $ | Y BHUTAN | 0.1257 $ | 0.1025 $ | Y BELARUS | 0.6629 $ | 0.6641 $ | Y BELIZE | 1.533 $ | 1.533 $ | Y CANADA | 0.0355 $ | 0.0355 $ | Y CONGO, DEMOCRATIC REPUBLIC OF THE | 0.867 $ | 0.7109 $ | Y CENTRAL AFRICAN REPUBLIC | 1.0972 $ | 0.8121 $ | Y COTE D'IVOIRE | 0.67 $ | 0.7129 $ | Y COOK ISLANDS | 1.5994 $ | 1.3205 $ | Y CHILE | 0.1132 $ | 0.5309 $ | Y CAMEROON | 0.4107 $ | 0.5179 $ | Y CHINA | 0.0395 $ | 0.0395 $ | Y COLOMBIA | 0.117 $ | 0.1003 $ | Y COSTA RICA | 0.1231 $ | 0.3139 $ | Y CABO VERDE | 0.5317 $ | 0.3612 $ | Y CZECHIA | 0.113 $ | 0.2348 $ | Y DIEGO GARCIA | 0.435 $ | 0.435 $ | Y DJIBOUTI | 0.7215 $ | 0.5718 $ | Y DENMARK | 0.0327 $ | 0.1404 $ | Y DOMINICA | 1.0227 $ | 0.7727 $ | Y ESTONIA | 2.1381 $ | 2.0891 $ | Y EGYPT | 0.4326 $ | 0.6226 $ | Y ERITREA | 0.7029 $ | 0.4078 $ | Y ETHIOPIA | 0.4027 $ | 0.3803 $ | Y FIJI | 1.5038 $ | 0.7631 $ | Y FALKLAND ISLANDS (MALVINAS) | 1.9702 $ | 1.9702 $ | Y MICRONESIA (FEDERATED STATES OF) | 0.8686 $ | 0.8308 $ | Y FAROE ISLANDS | 0.1524 $ | 0.0288 $ | Y FRANCE | 0.0329 $ | 0.126 $ | Y GABON | 0.6246 $ | 0.6921 $ | Y UNITED KINGDOM | 0.0233 $ | 0.0682 $ | Y GEORGIA | 0.8426 $ | 1.1833 $ | Y FRENCH GUIANA | 0.2043 $ | 0.1204 $ | Y GUERNSEY | 0.0233 $ | 0.0682 $ | Y GHANA | 1.1366 $ | 1.1366 $ | Y GIBRALTAR | 0.2334 $ | 0.9396 $ | Y GREENLAND | 1.125 $ | 0.3228 $ | Y GAMBIA | 0.6642 $ | 0.801 $ | Y GUINEA | 1.1618 $ | 0.9137 $ | Y GUADELOUPE | 0.0265 $ | 0.1017 $ | Y EQUATORIAL GUINEA | 2.7398 $ | 2.7398 $ | Y GUATEMALA | 0.625 $ | 0.7812 $ | Y GUAM | 0.0409 $ | 0.0409 $ | Y GUINEA-BISSAU | 0.8951 $ | 0.9941 $ | Y GUYANA | 0.333 $ | 0.3282 $ | Y HONDURAS | 0.1846 $ | 0.2305 $ | Y CROATIA | 0.458 $ | 1.251 $ | Y HAITI | 0.3532 $ | 0.4437 $ | Y HUNGARY | 0.1209 $ | 0.2156 $ | Y IRELAND | 0.0256 $ | 0.1784 $ | Y ISLE OF MAN | 0.0233 $ | 0.0682 $ | Y IRAQ | 0.2409 $ | 0.2955 $ | Y ICELAND | 0.2305 $ | 0.1054 $ | Y ITALY | 0.0338 $ | 0.2172 $ | Y JERSEY | 0.0233 $ | 0.0682 $ | Y JAMAICA | 1.0442 $ | 1.0442 $ | Y JAPAN | 0.0601 $ | 0.137 $ | Y KYRGYZSTAN | 0.2141 $ | 0.3367 $ | Y CAMBODIA | 0.3497 $ | 0.3497 $ | Y KIRIBATI | 1.9284 $ | 2.1749 $ | Y COMOROS | 0.6617 $ | 0.7148 $ | Y SAINT KITTS AND NEVIS | 0.9292 $ | 0.9292 $ | Y KOREA, REPUBLIC OF | 0.1029 $ | 0.1029 $ | Y

	KUWAIT | 0.3625 $ | 0.3625 $ | Y LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 $ | 0.1503 $ | Y LEBANON | 0.1964 $ | 0.2401 $ | Y LIECHTENSTEIN | 0.4236 $ | 0.213 $ | Y SRI LANKA | 0.6953 $ | 0.6953 $ | Y LIBERIA | 0.7744 $ | 0.7668 $ | Y LESOTHO | 0.7845 $ | 1.153 $ | Y LITHUANIA | 1.8394 $ | 1.479 $ | Y LUXEMBOURG | 0.3562 $ | 0.3832 $ | Y LATVIA | 2.1202 $ | 2.4842 $ | Y LIBYA | 0.6169 $ | 0.4497 $ | Y MOROCCO | 0.5183 $ | 2.132 $ | Y MONACO | 0.8023 $ | 2.1247 $ | Y MOLDOVA, REPUBLIC OF | 0.4672 $ | 0.4992 $ | Y MONTENEGRO | 0.3536 $ | 0.8558 $ | Y MADAGASCAR | 1.0043 $ | 1.0901 $ | Y MARSHALL ISLANDS | 0.4046 $ | 0.4046 $ | Y NORTH MACEDONIA | 0.6601 $ | 1.5052 $ | Y MALI | 0.5561 $ | 0.6258 $ | Y MYANMAR | 0.2574 $ | 0.355 $ | Y MONGOLIA | 0.0699 $ | 0.05 $ | Y MACAU SAR | 0.4726 $ | 0.4726 $ | Y NORTHERN MARIANA ISLANDS | 0.0343 $ | 0.0343 $ | Y MARTINIQUE | 0.0465 $ | 0.1033 $ | Y MAURITANIA | 0.8688 $ | 1.0065 $ | Y MONTSERRAT | 1.2006 $ | 1.2006 $ | Y MALTA | 0.3331 $ | 0.6612 $ | Y MAURITIUS | 0.717 $ | 0.6363 $ | Y MALDIVES | 5.702 $ | 5.702 $ | Y MALAWI | 0.7964 $ | 0.677 $ | Y MEXICO | 0.0501 $ | 0.1711 $ | Y MOZAMBIQUE | 0.2722 $ | 0.4588 $ | Y NAMIBIA | 0.2139 $ | 0.1839 $ | Y NEW CALEDONIA | 0.975 $ | 0.4491 $ | Y NIGER | 0.7102 $ | 0.5895 $ | Y NORFOLK ISLAND | 2.1209 $ | 1.065 $ | Y NIGERIA | 0.6428 $ | 0.6428 $ | Y NICARAGUA | 0.1902 $ | 0.3507 $ | Y NORWAY | 0.0338 $ | 0.1522 $ | Y NEPAL | 0.5329 $ | 0.5329 $ | Y NAURU | 1.8562 $ | 2.026 $ | Y NIUE | 1.7966 $ | 1.3181 $ | Y PERU | 0.0487 $ | 0.1476 $ | Y FRENCH POLYNESIA | 0.411 $ | 0.5337 $ | Y PAPUA NEW GUINEA | 0.9428 $ | 1.3329 $ | Y PAKISTAN | 0.5737 $ | 0.5737 $ | Y SAINT PIERRE AND MIQUELON | 0.5816 $ | 0.5816 $ | Y PUERTO RICO | 0.0242 $ | 0.0242 $ | Y PALESTINE, STATE OF | 0.2667 $ | 0.3118 $ | Y PALAU | 0.4532 $ | 0.4417 $ | Y PARAGUAY | 0.1531 $ | 0.2971 $ | Y QATAR | 0.8432 $ | 0.8784 $ | Y SERBIA | 0.2929 $ | 0.4437 $ | Y RWANDA | 1.103 $ | 1.2498 $ | Y SAUDI ARABIA | 0.3749 $ | 0.5608 $ | Y SOLOMON ISLANDS | 0.975 $ | 1.9255 $ | Y SEYCHELLES | 1.1088 $ | 1.0784 $ | Y SWEDEN | 0.0234 $ | 0.0956 $ | Y SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA | 2.4267 $ | 2.3385 $ | Y SLOVAKIA | 0.0701 $ | 0.4768 $ | Y SIERRA LEONE | 0.8439 $ | 0.7772 $ | Y SAN MARINO | 0.8929 $ | 0.3148 $ | Y SENEGAL | 0.7273 $ | 0.8951 $ | Y SOMALIA | 0.7888 $ | 0.7763 $ | Y SURINAME | 0.1996 $ | 0.4533 $ | Y SOUTH SUDAN | 0.6542 $ | 0.7173 $ | Y SAO TOME AND PRINCIPE | 1.5976 $ | 1.574 $ | Y EL SALVADOR | 0.8294 $ | 0.6228 $ | Y SINT MAARTEN (DUTCH PART) | 0.4137 $ | 0.4678 $ | Y ESWATINI | 0.2293 $ | 0.2666 $ | Y TURKS AND CAICOS ISLANDS | 1.411 $ | 1.6546 $ | Y CHAD | 0.83 $ | 0.8565 $ | Y FRENCH SOUTHERN TERRITORIES | 0.023 $ | 0.1601 $ | Y TOGO | 0.5079 $ | 0.4711 $ | Y THAILAND | 0.1271 $ | 0.1271 $ | Y TAJIKISTAN | 0.2603 $ | 0.2817 $ | Y TOKELAU | 0.975 $ | 2.4545 $ | Y TIMOR-LESTE | 0.975 $ | 0.9269 $ | Y TURKMENISTAN | 0.435 $ | 0.435 $ | Y TUNISIA | 1.2254 $ | 1.2586 $ | Y

	TONGA | 1.4663 $ | 1.513 $ | Y TURKEY | 0.2271 $ | 0.5803 $ | Y TRINIDAD AND TOBAGO | 0.5075 $ | 0.6433 $ | Y TAIWAN, CHINA | 0.0741 $ | 0.4129 $ | Y TANZANIA, UNITED REPUBLIC OF | 1.6103 $ | 1.6103 $ | Y UGANDA | 1.6086 $ | 1.6086 $ | Y UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 $ | 0.0343 $ | Y UNITED STATES OF AMERICA | 0.0318 $ | 0.0318 $ | Y UZBEKISTAN | 0.3047 $ | 0.3047 $ | Y SAINT VINCENT AND THE GRENADINES | 0.9717 $ | 0.5279 $ | Y VIRGIN ISLANDS (BRITISH) | 0.4557 $ | 0.4557 $ | Y VIET NAM | 0.3142 $ | 0.3142 $ | Y VANUATU | 1.326 $ | 1.4891 $ | Y WALLIS AND FUTUNA | 0.975 $ | 0.975 $ | Y SAMOA | 0.3329 $ | 0.9589 $ | Y YEMEN | 0.2885 $ | 0.2296 $ | Y MAYOTTE | 0.2471 $ | 0.4199 $ | Y SOUTH AFRICA | 0.3844 $ | 0.6876 $ | Y ZAMBIA | 0.747 $ | 0.7075 $ | Y ZIMBABWE | 0.3413 $ | 0.6389 $ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:
Print Name:
Date:
Zoom Service Effective Date: 07/01/2023
PO # (If Applicable):
VAT # (If Applicable):
TAN # (If Applicable):

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to purchase-orders@zoomus.zendesk.com. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Sole-Source 120 Water

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

120 Water is a sole-sourced vendor whose services are imperative to Rowan County. Previous Approved by the BOC on August 1, 2022; Agenda Item M. This service is used county-wide to provide water testing kits to county individuals, and we would respectfully request to continue our service to this company. The FY24 budget is not to exceed $11,255.00.

Attached is quote/contract from 120 Water Audit, Inc.

Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with 120 Water Audit, Inc. for FY24; not to exceed $11,255.00.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/6/2023	Cover Memo

120Water

EBR - Customer - Rowan County - NC - 2023 Renewal

Customer - Rowan County - NC
130 West Innes Street
Salisbury, NC 28144
United States

Reference: 20230605-093411084
Quote created: June 5, 2023
Quote expires: September 3, 2023
Quote created by: Jon Garrison

jon@120water.com

Comments from Jon Garrison

Products & Services

Item Name & Description	Unit Price	Quantity	Term (months)
Pro - Public Water System Annual subscription PWS Pro package to manage programs and data. Unlimited users	$5,200.00 / year	1	12
1 Bottle 1L Kit 1 Bottle Compliance Kit	$34.74 / year	50	12
1 Bottle Lead & Copper Test Lead and copper analytes testing for 1 bottle	$36.36 / year	50	12
Professional Services (Assist) Discrete tappable specifics under each scope area (block of 20 hours)	$2,500.00 / year	1	12

Subtotals

Annual subtotal	$11,255.00
Total	**$11,255.00**

Purchase terms

Invoice Terms:
Billing Street Address:
Billing City:
Billing State:
Billing Zip Code:
Billing Country:
Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at https://120water.com/master-services-agreement/ (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name

Questions? Contact me

Jon Garrison
jon@120water.com

120Water
250 S Elm St
Zionsville, IN 46077
US

ROWAN COUNTY
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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Sole-Source Auvik Networks, Inc.

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Information Systems Department wishes to continue utilizing Auvik Networks, Inc. for network monitoring. Previously approved by the BOC on August 1, 2022; Agenda Item L. FY24 not to exceed $26,100.00.

Attached is the quote/contract with Auvik Networks, Inc.

Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with Auvik Networks, Inc. for FY24; not to exceed $26,100.00 for network monitoring.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/6/2023	Cover Memo

ORDER FORM

Bill To:
Rowan County
Chelsea Lowman
chelsea.lowman@rowancountync.gov
130 West Innes Street
Salisbury, NC, United States 28144

Sold To:
Rowan County
Chelsea Lowman
chelsea.lowman@rowancountync.gov
130 West Innes Street
Salisbury, NC, United States 28144

Subscription Start Date: 1-Aug-2023
Initial Term: 12 Month
Renewal Term: 12 month (automatic renewal)
Cancellation Notice Required: 1 month prior to next renewal

Quote Number: Q016038
Valid Until: 30-Jun-2023
Payment Method: Check
Payment Terms: Net 30

Invoice Date: 1st of the month
(first invoice will be pro-rated for any partial month)

BILLING TYPE	BILLING FREQUENCY	DESCRIPTION	QUANTITY	LIST PRICE PRICE	EFFECTIVE PRICE	TOTAL PRICE
Product		**Annual ANM Performance**				
Recurring	Annual	Performance - Committed Devices	150	420.00	420.00	63,000.00
Overage	Quarter	Performance - Overage		35.00	35.00	0.00
Recurring	Annual	Performance - Volume Discount		58.57%	-246.00	-36,900.00
		Net Price for Committed Devices			**174.00**	**26,100.00**
		Overage calculated monthly and billed quarterly at 14.50 per Device				

Recurring	26,100.00
One-Time	0.00
Tax	0.00
Total	**26,100.00**

Currency USD

Auvik Network Management Service Definitions.

• **Overage Calculation.** If the number of Billable Devices in a month (on average) *exceeds* the Committed Devices purchased, then Customer owes Auvik an overage fee for that month *(which may be billed monthly or quarterly, as specified in this order)*.

- **Billable Device** *means* each router, firewall, switch and physical wi-fi controller on each network managed by Customer using the Service.
  - *For more information* regarding the types of physical devices and free devices that constitute a Billable Device, review this article. Link
  - How do I know how many Billable Devices I have? Link
- **Committed Devices** *means* the total number of Billable Device subscriptions purchased for a committed subscription term.

Auvik SaaS Management Service Definitions.

• **Overage Calculation.** If the number of End Users in a month (on average) *exceeds* the Committed Users purchased, then Customer owes Auvik an overage fee for that month *(which may be billed monthly or quarterly, as specified in this order)*.

- **End User** *means* individual being monitored and protected by the Service.
- **Committed Users** *means* the total number of End User subscriptions purchased for a committed subscription term.

Timing of Billing:

- *Recurring charges* - in advance.
- *Overage charges* - in arrears (based on the billing frequency).
- *One-time charges* - are included in the first invoice (unless otherwise specified).
- *Discounts and promotions* only apply during the Initial Term (except to the extent otherwise specified in writing by Auvik).

Auvik Representative	Auvik Approvers

Terms: This order is governed by the terms of the Subscription Services Agreement and, where applicable, the Service Specific Terms, located at **www.auvik.com/terms** between the parties (**agreement**), which terms are incorporated into this order for all purposes. If there is a conflict between the terms of this order and the agreement, this order governs. This order and the agreement are the entire agreement between the parties, and they supersede and replace all prior and contemporaneous negotiations, agreements, representations, and discussions regarding this subject matter. Only a signed writing of the parties may amend this order. Unless stated otherwise, the subscription in this order replaces all prior subscriptions. By signing below, the Customer acknowledges that it has read this order and agrees to be bound by its terms.

PO#, if required for billing and payment: _____

Full Physical Billing Address: _____

Billing Contact Name and Email: _____

Name and Title of Authorized Signer: _____

Customer Signature and Date: _____

* If the Customer's business address is outside of Canada, you certify and agree that Customer:

1. is a non-resident of Canada for Canadian tax purposes,
2. is not a registrant for Canadian Goods and Services Tax ("GST") purposes,
3. if applicable, will notify Auvik within 30 days of becoming a Canadian resident for Canadian tax purposes, and
4. if applicable, will notify Auvik within 30 days of becoming a registrant for Canadian GST purposes.

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130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Grants Administration/Govt Relations, Rowan Transit System
DATE:	6/6/23
SUBJECT:	GRANT APPLICATION: Approve County Manager to Sign Supporting Documents for Upcoming RTS Grant Applications

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The Integrated Mobility Division of NC Department of Transportation requires applications for grant funding to be submitted in phases. The attached documents are the Pre-Application documents that are required for Rowan Transit System's FY2025 Transportation Grant applications and require signature from the County's Authorized Representative. Additional requests for upcoming phases of the application process will be presented before the Board of Commissioners for approval and as they become available.

Recommendation:
Approve the County Manager to sign the Pre-Application documents for RTS's FY2025 Transportation Grant applications.

ATTACHMENTS:

Description	Upload Date	Type
DBE Certification	6/6/2023	Exhibit
DOA–Rowan Transit System	6/6/2023	Exhibit
Title VI	6/6/2023	Exhibit
EEO Certification	6/6/2023	Exhibit
Anticipated DBE	6/6/2023	Exhibit

DBE GOOD FAITH EFFORTS CERTIFICATION

This is to certify that in all purchase and contract selections (*Legal Name of Applicant*) Rowan County is committed to and shall make good faith efforts to purchase from, and award contracts to, Disadvantaged Business Enterprises (DBEs).

DBE good faith efforts will include the following items that are indicated by check mark(s) or narrative:

Required by IMD	Check all that apply	**Description**
*	☑	Write a letter/email to Certified DBEs in the service area to inform them of purchase or contract opportunities;
*	☑	Document telephone calls, emails and correspondence with or on behalf of DBEs; *Mailed Letters on 5/30/23. Followup Emails sent on 6/6/23*
	☐	Advertise purchase and contract opportunities on local TV Community Cable Network:
*	☑	Request purchase/contract price quotes/bids from DBEs;
	☐	Monitor newspapers for new businesses that are DBE eligible
*	☑	Encourage interested eligible firms to become NCDOT certified. Interested firms should contact the office of contractual services at (919) 707-4800 for more information
*	☑	Encourage interested firms to contact the Office of Historically Underutilized Businesses at (919) 807-2330 for more information
*	☑	Consult NCDOT Certified DBE Directory. A DBE company will be listed in the DBE Directory for each work type or area of specialization that it performs. You may obtain a copy of this directory at https://www.ebs.nc.gov/VendorDirectory/default.html
	☐	Other efforts: Describe:

You may obtain a copy of the USDOT Disadvantaged Business Enterprise Program Title 49 Part 26 at https://www.ebs.nc.gov/VendorDirectory/default.html

Reminder: Documentation of all good faith efforts shall be retained for a period of five (5) years following the end of the fiscal year.

I certify that, to the best of my knowledge, the above information describes the DBE good faith efforts.

Signature of Authorized Official

Date

Aaron Church, County Manager

Type Name and Title of Authorized Official

FY 2025 DELEGATION OF AUTHORITY

Date: _____

I Aaron Church County Manager

as the designated party for

Rowan Transit System (RTS)

with authority to submit funding applications and enter into contracts with the North Carolina Department of Transportation and execute all agreements and contracts with the NCDOT Integrated Mobility Division, hereby delegate authority to the individual(s) filling the positions as indicated below:

Primary Designee: Valerie Steele, Airport and Transit Director
Rowan County Transit System

Reimbursement Requests:	☑ YES
Budget Revisions:	☑ YES
Budget Amendments:	☑ YES
Period of Performance Extensions:	☑ YES
Other	☑ YES

Alternate Designee #1: Kristy Cowden, Accounting Specialist II
Rowan County Transit System

Reimbursement Requests:	☑ YES
Budget Revisions:	☑ YES
Budget Amendments:	☑ YES
Period of Performance Extensions:	☑ YES
Other	☑ YES

Alternate Designee #2:

Reimbursement Requests:	☐ YES
Budget Revisions:	☐ YES
Budget Amendments:	☐ YES
Period of Performance Extensions:	☐ YES
Other	☐ YES

_____
Signature

TITLE VI PROGRAM REPORT
SECTION 5311, 5310, 5339, Combined Capital, 5307 or State Funds Call for Projects

Legal Name of Applicant: Rowan County

(Complete either Part A or Part B; and Part C)

Part A – No complaints or Lawsuits Filed

I certify that to the best of my knowledge, **No complaints or lawsuits** alleging discrimination have been filed against Rowan Transit System (RTS) *(Transit System Name)* during the period **July 1, 2022 through June 30, 2023**.

Signature of Authorized Official **Date**

Aaron Church, County Manager

Type Name and Title of Authorized Official

Part B – Complaints or Lawsuits Filed

I certify that to the best of my knowledge, the below described complaints or lawsuits alleging discrimination have been filed against _____ *(Transit System Name)* during the period **July 1, 2022 through June 30, 2023**.

Complainant Name/Address/Telephone Number	Date	Description	Status/Outcome

(Attach an additional page if required.)

Signature of Authorized Official **Date**

Aaron Church, County Manager

Type Name and Title of Authorized Official

Part C - Title VI Plan

Do you currently have a Title VI Plan: Yes Date of last plan update: 11/09/22

EEO QUESTIONNAIRE

Threshold Requirements: Any applicant, recipient, or sub-recipient is required to comply with program requirements in Chapter III if it meets the following thresholds:

a. Employees 100 (+) or more transit-related employees*; and
b. Requests or receives capital or operating assistance under Sections 3, 4(i), or 9 of the FTA; assistance under 23 U.S.C. 142(a)(2) or 23 U.S.C. 103(e)(4), or any combination thereof, in excess of $1 million in the previous Federal fiscal year; or
c. Request and receives planning assistance under Sections 8 and/or 9 in excess of $250,000 in the previous Federal fiscal year.

Transit systems with 50 – 99 employees must keep a plan on file for review at next site visit.

Name of Organization:
Rowan Transit System (RTS)

Organization Type:
Transit Agency

TrAMS ID: _____ (if applicable)

1. How many employees do you have in your organization? 49 or less
2. How many of those employees are *transit related? 49 or less

*A transit related employee is an employee of an FTA applicant, recipient, or subrecipient who is involved in an aspect of an agency's mass transit operation funded by FTA. For example, a city planner involved in a planning bus route would be counted as part of the recipient's work force, but a city planner involved in land use would not be counted.

***If EEO requirement is not applicable check here ☑, sign below, and submit, otherwise complete remaining questions.*

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name_____

Date _____

Title County Manager

3. Does your agency submit an EEO Program? _____
   If yes, what is the date of your last submission? _____

4. Does your agency submit an Abbreviated EEO Program? _____
   If yes, what is the date of your last submission? _____

5. Do you contract out any of your transit services? No
   If no, skip to question 7. If yes,
   a. What is the name of agency (s)?

      _____

   b. How many transit employees does the agency have?

      _____

   c. Does the agency submit an EEO Program/Abbreviated EEO Program to you?

      _____

      If yes, what is the date of their last EEO/Abbreviated EEO submission?

      _____

6. What is the date of your last Triennial Review (If applicable)?

   _____

   a. Were there any deficiencies? _____

      If yes, in what area(s)

      _____

      _____

   b. Are any of the deficiencies still open? _____

      If yes, in what area(s)?

      _____

      _____

7. Has your agency participated in an EEO compliance review? If yes, what is the date of your last EEO compliance review? _____

   a. Were there any deficiencies? _____

If yes, in what area(s)

_____

_____

b. Are any of the deficiencies still open? _____

If yes, in what area(s)?

_____

_____

I declare (or certify, verify, or state) that the foregoing is true and correct.

Applicant Name_____

Date_____

Title County Manager _____

INTEGRATED MOBILITY DIVISION

UNIFIED GRANT APPLICATION

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION

DBE/MBE/WBE/HUB ANTICIPATED VENDOR AWARDS in FY 2025

APPLICANT'S NAME: Rowan Transit System (RTS)

E-MAIL ADDRESS: valerie.steele@rowancountync.gov

VENDOR NUMBER: 56-6000336

PERIOD COVERED

From: 07/01/2024

To: 06/30/2025

We expect to utilize the following list of DBE/MBE/WBE/HUB Vendors in FY 2025:

DBE/MBE/WBE/HUB Vendor/Subcontractor's Name	Mailing Address City, State, Zip	ID# from NCDOT Website	Describe Service/ Item to be Purchased	Anticipated Expenditure ($)
Great American Publishing	125 Midsail Rd, Salisbury, NC 28	DBE, but not a State	Printing and Advertising	$4,600
Ashlee's Embroidery	1009 West Innes St	DBE, but not a State	Uniforms Items	$5,000
Cooper Advertising	2480 Overview Rd, Salisbury NC 2	DBE but not a State CERTIFIED DBE	Advertising/Promotional Items	$600
Thread Shed Uniforms	133 South Main St, Salisbury NC 2	DBE, but not a State CERTIFIED DBE	Uniforms	$400
				TOTAL $10,600

The above list includes the DBE/MBE/WBE/HUB Vendors the applicant expects to utilize in FY 2025. Yes

Signature of Authorized Official

Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Sarah Pack, Clerk to the Board
DATE:	6/19/23
SUBJECT:	Consider Approval of the Minutes - 6/5/23

Please approve the minutes of the June 5, 2023, regular meeting.

ATTACHMENTS:

Description	Upload Date	Type
June 5, 2023 draft minutes	6/6/2023	Cover Memo

Greg Edds, Chairman
Jim Greene, Vice- Chairman
Mike Caskey
Judy Klusman
Craig Pierce

Aaron Church, County Manager
Sarah Pack, Clerk to the Board
John W. Dees, II, County Attorney

Rowan County Board of Commissioners
130 West Innes Street · Salisbury, NC 28144
Telephone 704-216-8181 · Fax 704-216-8195

MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS
June 5, 2023 – 3:00 PM
J. NEWTON COHEN, SR. ROOM
J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

DRAFT

PRESENT:
Greg Edds, Chairman
Jim Greene, Vice-Chairman
Judy Klusman, Commissioner
Craig Pierce, Commissioner

ABSENT:
Mike Caskey, Commissioner

County Manager Aaron Church, Clerk to the Board Sarah Pack, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

Call to Order
Chairman Edds called the meeting to order at 3:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

Consider Additions to the Agenda
Chairman Edds requested that the following items be added to the agenda:
- Interstate Roofing Change Order (Contract 23364) – Consent Item Z
- Piedmont Pharmaceutical Change Order and Sole Source – Consent Item AA
- Award Master Service Agreement for West End Plaza to ESP Associates, Incorporated – Consent Item BB
- Updated KMD Construction Contract – Consent Item CC
- Reappointment of Carl Short to the Rowan-Cabarrus Community College Board of Trustees – added to Regular Agenda Item 5
- Conditional District Rezoning Request for West End Plaza – Consent Item DD

Consider Deletions From the Agenda
There were no deletions from the agenda.

Consider Approval of the Agenda
On motion of Klusman, seconded by Pierce, the Board voted 4-0 to approve the agenda as amended.

Consider Approval of the Consent Agenda

On motion of Klusman, seconded by Pierce, the Board voted 4-0 to approve the Consent Agenda as presented, as follows:

A. *GRANT AWARDED: Approve Rowan Public Library to accept grant funds from MC Woodson Foundation*
B. *Revisions to Policy 9.1 Attendance and New Policy for Health and Social Services Employees*
C. *Sole-Source Thomson Reuters*
D. *Surplus Vehicles & Equipment*
E. *Schedule public hearing for two driveways off of Marsh Campsite Road*
F. *Hangar Rental Rates for Fiscal Year 2024*
G. *Consider Approval of the Minutes 5/15/23*
H. *Request to Continue Overtime in the Detention Center*
I. *GRANT APPLICATION: Approval to amend Emergency Management Performance Grant application*
J. *Sale of Ground Lease Hangar T3*
K. *GRANT AGREEMENT: Accept Woodson Foundation Grant for Rowan County One Church One Child*
L. *GRANT AGREEMENT: Accept Robertson Foundation Grant for Rowan County One Church One Child*
M. *GRANT AGREMENT: Accept Rowan Community Foundation grant for Rowan County One Church One Child*
N. *Emergency Medical Services Management & Consultant Contract*
O. *Approve New Corporate & Box Hangars Project - KMD Construction - Contract*
P. *Approve Taxiway Rehab Project - J.T. Russell & Sons, Incorporated - Contract*
Q. *Electronic Funds Transfer Policy and Procedures*
R. *Sheriff 's Office use of Shelter at Dan Nicholas Park*
S. *Budget Amendments, as follows:*

Health	*To recognize increase in revenue and expenses in Food Pharmacy*	*$10,000*
Animal Services	*To recognize donated funds and increase Animal Control Supplies account*	*$231*
Finance	*Transfer asset from claims to environmental health (Fund 51 to Fund 11)*	*$7,379*
Finance	*Transfer asset from claims to Emergency Medical Services for Ambulance Remount*	*$50,620*
Library	*To recognize Margaret C. Woodson awarded grant*	*$10,000*
Animal Services	*To recognize increase in revenue and expenditures in Pet Adoption Vaccines*	*$3,070*
Cooperative Extension	*To budget revenue and expenditure increase in Livestock*	*$1,000*
Finance	*Transfer funds to cover payroll through fiscal year end*	*$767,600*
Finance	*Increase budget to cover Fire Districts*	*$52,500*

DRAFT

	Tax Turnover	
Finance	*To recognize Rowan-Cabarrus Community College/Town of Spencer State Grant Interest Revenue*	*$1,828*
Finance	*To recognize interest revenue for State Capital Infrastructure Fund grant*	*$14,039*

T. Juvenile Crime Prevention Council Funding Plan
U. Juvenile Crime Prevention Council Annual Certification
V. Schedule public hearing for HLC 01-23
W. Schedule public hearing for new road name
X. Cancel 7/3/23 Regular Commissioners Meeting
Y. Request to Use County Parking Lot for Classic Car Show
Z. Interstate Roofing Change Order (Contract 23364) – AGENDA ADDITION
AA. Piedmont Pharmaceutical Change Order and Sole Source – AGENDA ADDITION
BB. Award Master Service Agreement for West End Plaza to ESP Associates, Incorporated – AGENDA ADDITION
CC. Updated KMD Construction Contract – AGENDA ADDITION
DD. Conditional District Rezoning Request for West End Plaza – AGENDA ADDITION

Public Comment Period

Sheriff Travis Allen, 232 North Main Street, Salisbury, gave an update on the Sheriff's Office staffing and operations. He thanked County staff for their assistance in recruitment and budgeting. He invited the community to an elementary school art show at the Sheriff's Office. This year's budget is a 6.5% increase over last year. Operational costs have increased by 10-12%. He requested that staffing needs be carefully evaluated. Emergency Services is growing quickly and needs staff. He is pleased with his budget for this fiscal year. He recommended administering the countywide cost of living increase at one time rather than in two installments. He thanked the Board for their support.

Financing for Airport Hangars

Finance Director Anna Bumgarner said the Installment Financing Contract, Security Agreement and Approving Resolution for the new airport hangars require approval from the Board of Commissioners prior to the Local Government Commission (LGC) meeting on June 6, 2023, for financing approval. The total amount to be financed is $17,438,000, of which $9,311,000 will be taxable and $8,127,000 will be tax-exempt. The taxable loan will have an interest rate of 4.39% and the tax-exempt loan will have a rate of 3.62%.

On motion of Edds, seconded by Pierce, the Board voted 4-0 to approve a Resolution Authorizing the Execution and Delivery of an Installment Financing Contract to Finance the Acquisition, Construction, and Equipping of New Airport Hangars at Mid-Carolina Regional Airport, to authorize the County Manager and Finance Director to sign Installment Financing Contract and Security Agreement with JP Morgan for the financing of the airport hangars and authorize the Finance Director to set up an account to accept the loan proceeds.

Consider Permit to Exceed Noise Ordinance Request (PE 03-23) From Rod Weaver and Misty Thomas

DRAFT

Shane Stewart, Assistant Planning and Development Director, said on March 20, 2023, the Board of Commissioners approved a permit to exceed request from property owners Rod Weaver and Misty Thomas for an event on Saturday, May 6, 2023, between 1:00 PM and 9:00 PM on their property at 4860 Patterson Road China Grove (Parcel ID 223-003). According to Mr. Weaver, the event was cancelled due to projected rain. He is requesting a new permit for July 2nd between 1:00 PM and 9:00 PM.

According to information provided by the property owners, the event, referenced as "One Love Music Festival," will feature a day of "music, food, and fellowship" including miscellaneous vendors, information regarding the American Cancer Society and other assistance organizations, and activities for children. The owners indicated a portion of the proceeds will fund their non-profit organization, Wisdom Way Inc.'s mission – Hands of Hope. Mr. Stewart showed site plans and aerial photographs of the site.

Chairman Edds invited public comment, and hearing none, closed the floor.

Vice-Chairman Greene asked if a rain date was typically included. Mr. Stewart said sometimes. Vice-Chairman Greene suggested having a rain date included. Mr. Stewart said the applicant could request one if desired.

On motion of Pierce, seconded by Klusman, the Board voted 4-0 to approve PE 03-23.

Board Appointments

On motion of Klusman, seconded by Pierce, the Board voted 4-0 to appoint Carl Short to the At Large seat on the Rowan-Cabarrus Community College Board of Trustees.

On motion of Klusman, seconded by Pierce, the Board voted 4-0 to appoint John Knox to the At Large seat on the Agricultural Advisory Board.

On motion of Pierce, seconded by Greene, the Board voted 4-0 to appoint Corey Hill to the Labor Representative seat on the Centralina Workforce Development Board.

On motion of Klusman, seconded by Pierce, the Board voted 4-0 to appoint Patricia Murtaugh and Peggy Price to the two available At Large seats on the Home and Community Care Block Grant Committee.

The following Agency Directors have been reappointed to represent their agency as a Funded Provider for a one-year term, according to the Home and Community Care Block Grant Committee guidelines:

- Nan Buehrer, Executive Director of Rufty-Holmes Senior Center, July 1, 2023, through June 30, 2024
- Micah Ennis, Director of Rowan County Department of Social Services, July 1, 2023, through June 30, 2024
- Cindy Fink, Executive Director of Meals on Wheels Rowan, July 1, 2023, through June 30, 2024

DRAFT

- Beth Huber, Executive Director of Trinity Living Center, July 1, 2023, through June 30, 2024
- Valerie Steele, Director of Rowan Transit System July 1, 2023, through June 30, 2024

On motion of Klusman, seconded by Pierce, the Board voted 4-0 to appoint Scott Teamer to the General Public seat on the Juvenile Crime Prevention Council.

On motion of Klusman, seconded by Pierce, the Board voted 4-0 to reappoint Michael Agee, Alex Bruce, and Crystal Clement to the three available At Large seats on the Region F Aging Advisory Committee.

All Region F Aging Advisory Committee appointees are automatically also appointed to the Home and Community Care Block Grant Committee.

Closed Session

At 3:18 p.m. on motion of Edds, seconded by Pierce, the Board voted 4-0 to enter into Closed Session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on April 3, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding a matter involving the NC State Department of Transportation and Rowan County.

Regular Session

At 3:35 p.m. regular session resumed.

Adjournment

At 3:36 p.m., on motion of Pierce, seconded by Greene, the Board voted 4-0 to adjourn.

DRAFT

_____

Sarah Pack, NCCCC
Clerk to the Board

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Grants Administration/Govt Relations, Rowan Public Library
DATE:	6/6/23
SUBJECT:	GRANT AGREEMENT: Request to approve SLNC–LSTA Grant Agreement for RPL

Rowan Public Library (RPL) received notification on June 6, 2023, that their grant application to the State Library of North Carolina (SLNC), Library Services and Technology Act (LSTA) funding was awarded. The project is, "Podcast Production Studio and Instructional Space;" grant funds will be used to enhance the makers space at the Library's main branch to serve as a podcast studio and instructional space. The Board of Commissioners approved the grant application on February 20, 2023, Consent Agenda Item J.

The grant is in the amount of $13,465 which will be reimbursed to the Library; local matching funds of $4,488.28 are provided in the FY24 proposed RPL budget and Friends of the RPL funding.

Recommendation:
Approve the County Manager to execute the attached grant agreement to accept the funds between the State Library of North Carolina and Rowan County for "Podcast Production Studio and Instructional Space."

ATTACHMENTS:

Description	Upload Date	Type
Grant Agreement - RPL Podcast Studio	6/6/2023	Exhibit
Original Grant Application	6/6/2023	Backup Material
Proposed Project Budget Worksheet	6/6/2023	Backup Material

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GRANT AGREEMENT
LSTA 2023-2024 EZ Grant
State Project Code: NC-LSTA-23-36

This is an agreement by and between Rowan Public Library, hereinafter referred to as "the Library," and the State Library of North Carolina, Department of Natural and Cultural Resources, hereinafter referred to as the "State Library."

Institution and/or Library Name: Rowan Public Library

Mailing address: 201 West Fisher Street

City, State, ZIP: Salisbury , NC 28144

Project manager name/title: Laurie Lyda

Project manager telephone: 704-216-8245

Project manager email: Laurie.Lyda@rowancountync.gov

Unique Entity Identifier: GCB7UCV96NW6

Federal Employer Identification Number: 56-6000336

Indirect cost rate for this award: N/A

Library fiscal year ending date: June 30

Federal Award Identification Information required by 2 CFR 200.332
Federal Award ID number: LS-253645-OLS-23
Federal Award Date: February 9, 2023
Grant Award Period Start and End Date: July 1, 2023 - June 30, 2024
Amount of Federal Funds Obligated by this Action: $13,465.00
Federal Award Project Description as required by FFATA: LSTA Grants to States
Contact information for awarding official: Catherine Prince, Federal Programs Consultant, State Library of North Carolina, 4640 Mail Service Center, Raleigh, NC, 27699-4600, 919-814-6796, catherine.prince@ncdcr.gov.
CFDA Name / Number: LSTA Grants to States / 45.310
This award is not R&D.

The State Library has agreed to fund this grant with federal Library Services and Technology Act (LSTA) funds to be disbursed through North Carolina Accounting System accounting fund 46011495410145.

IN CONSIDERATION OF RECEIVING THE ABOVE REFERENCED GRANT FUNDING, THE LIBRARY HEREBY AGREES TO:

1. Accept and administer an LSTA grant from the State Library in the amount of **$** 13,465.00 for costs associated with the project represented in the Library's grant application, grant award letter, and any amendments thereto.

2. Abide by all Grant Provisions as certified in this document and the grant application; including any certifications submitted with this grant agreement such as Children's Internet Protection Act (CIPA) Compliance and Certification Regarding Debarment and Suspension; Lobbying; Federal Debt Status; and Nondiscrimination.

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3. Regularly inform the State Library on the progress of project activities as defined in the grant application.

4. Encumber and expend project funds (grant and matching)
   - only upon or after the effective date of this grant agreement and before its termination;
   - in accordance with the project budget as submitted with the project application, or as modified in the grant award letter, or as amended and approved by the State Library; and
   - in accordance with all applicable local, state and federal laws and regulations.

5. Expend project funds in a manner that ensures free and open competition.

6. Submit grant reimbursement requests with appropriate documentation of eligible project expenditures (grant and matching) as defined in the grant application, at least quarterly, on or before October 15, January 15, and April 15.

7. Submit grant project status reports, briefly describing current and anticipated project expenditures and project activities, as requested by the State Library.

8. On or before **April 15, 2024**, request a minimum of seventy-five percent (75%) of the award amount and provide documentation for seventy-five percent (75%) of the required match; provide a list of remaining activities with an estimate of remaining grant and matching expenditures as defined in the grant application.

9. Complete all project expenditures (grant and matching) by **June 30, 2024**, or by the termination date of this agreement as amended by mutual consent.

10. On or before **July 15, 2024,** submit a final request for reimbursement.

11. If eligible, the Library and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

12. Request prior written approval from the State Library for any equipment with a per unit price above $5,000. List this equipment on the State Library Annual Equipment Tracking Survey, provided each January, for the remainder of its useful life. If fair market value at the time of surplus or disposal exceeds $5,000, disposal must be cleared with the State Library.

13. Acknowledge the Institute of Museum and Library Services in all related publications and activities in conjunction with the use of grant funds as follows: "This publication/activity/program/etc. was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act (LSTA) as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources (IMLS grant number LS-253645-OLS-23)." Submit a copy of any publications or materials produced under the grant to the State Library.

14. Provide library services resulting from the grant to all members of the community served, in compliance with all Federal statutes relating to non-discrimination on the basis of race, color, national origin, sex, handicap, or age.

15. Request prior written approval from the State Library for any subcontracting or assignment to any subgrantee or assignee. Neither the Library nor any subgrantee or assignee is relieved of the duties and responsibilities of this agreement. Subgrantees and assignees agree to abide by the terms of this

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agreement and must provide all information necessary for the Library to comply with the terms of this agreement.

16. Only approved, awarded expenditures are allowable; any funds not expended as defined in the grant application will be repurposed by the State Library upon termination of this agreement.

17. Submit a final report to the State Library by **August 31, 2024**, providing a description of project expenditures, a narrative of project activities, and other elements required by the funder.

18. Certify upon completion of the grant that grant funds were received, used, and expended for the purposes for which they were granted.

19. Complete the Single Audit Certification as directed and maintain adequate financial records to ensure complete reporting, and retain programmatic, financial, and audit records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer. Provide access upon request to the Department of Natural and Cultural Resources, Office of the State Auditor, Institute of Museum and Library Services and the Comptroller General or their designees, to all records and documents related to the award, including audit work papers in possession of any auditor of the Library.

20. Ensure that grant funds are audited in compliance with state and federal audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations, and, as applicable, according to the standards of 2 CFR 200, Subpart F - Audit Requirements, as supplied by the Executive Office of the President, Office of Management and Budget, Washington, DC.

21. Comply with the requirements of North Carolina General Statute 143C-6-23: "State grant funds: administration; oversight and reporting requirements" and the corresponding rules of North Carolina Administrative Code, Title 9, Subchapter 03M, "Uniform Administration of State Grants," including submission of required financial reports within six months (or nine months for $500,000 threshold) of the end of the Library's fiscal year(s) in which grant funds are received.

22. The State Auditor and the using agency's internal auditors shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and internal auditors may audit the records of the contractor during and after the term of the contract to verify accounts and data affecting fees or performance).

23. If not already on file, file with the State Library a copy of the Library's **policy addressing conflicts of interest** that may arise involving the Library's management employees and members of its board of directors, commissions, or other governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Library's employees or members of its board, commissions, or other governing body, from the Library's disbursing of grant funds and local matching funds and shall include actions to be taken by the Library or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. (N.C.G.S. 143C-6-23(b)). The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234.

24. File with the State Library the Library's sworn written statement completed by the Library's board of directors or other governing body stating that, pursuant to N.C.G.S. 143C-6-23(c), the Library does not have any **overdue tax debts**, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. The policy shall be filed before the State Library may disburse the grant funds, unless the Library is covered by the provisions of G.S. 160A-479.11 and 14-234.

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THE STATE LIBRARY AGREES TO:

1. Award LSTA grant funds to the Library in the amount and under the terms and conditions stated above, subject to the availability of funds.

2. Pay LSTA grant funds upon receipt of reimbursement requests for approved, awarded expenditures submitted quarterly by the Library. Pay by **June 30, 2024**, all approved requests received on or before **April 15, 2024**, and by **August 31, 2024**, all approved requests received by **July 15, 2024**.

3. Assist the Library as appropriate and necessary with the implementation of this project. Provide monitoring and oversight through a combination of periodic emails, calls, visits, and review of reimbursement requests and reports.

4. Report on this project to the federal funding agency, the Institute of Museum and Library Services, and the North Carolina Office of State Budget and Management in accordance with all applicable federal and state requirements.

THIS AGREEMENT is in effect upon signing by all parties. It may be amended, if necessary, upon the mutual acceptance of a written amendment to this agreement signed and dated by the Library and the State Library. Such amendment(s) shall state any and/or all change(s) to be made. This agreement may be terminated by mutual consent with 60 days' prior written notice or as otherwise provided by law.

Returning signed agreements signifies accepting the grant award; awards not accepted by **September 30, 2023** may be withdrawn.

[*Please sign below.*]

x _____ _____

Signature, Library Director — Date

Melissa Oleen

Printed Name

x _____ _____

Signature, Local Government or Institutional Representative — Date

Aaron Church — _____

Printed Name — Title

x _____ _____

Signature, State Librarian — Date

Michelle Underhill

Printed Name

GRANT PROVISIONS

The following state and federal provisions apply to the LSTA grant program. Libraries awarded grants must agree to comply with these provisions.

1. Grant Agreement and Timing of Expenditures

Official notification of the grant award must be received from the State Library and a grant agreement (formal agreement between the grantee and the State Library) signed by both the representatives of the library and the State Librarian *before* any funds may be encumbered or expended for the project.

2. Allowable and Unallowable Costs

Grantees must carry out the grant project according to the approved grant application, and all federal funds must be expended solely for the purpose for which a grant was awarded. The following costs are unallowable and may not be proposed as grant project costs: bad debts, contingencies, contributions and donations, entertainment, fines and penalties, under recovery of costs under grant agreements (excess costs from one grant agreement are not chargeable to another grant agreement).

3. Legal and Regulatory Compliance

Grantees must expend grant funds in accordance with all applicable local, state, and federal laws and regulations.

4. Budget Revisions and Programmatic Changes

Grantees must not deviate from the approved budget and plan for carrying out the grant project as contained in the approved grant application unless prior approval is obtained from the State Library.

5. Records Retention

Grantees must maintain adequate records to ensure complete reporting, and retain programmatic and financial records relating to the grant for a minimum of three years from the due date of the final grant report at the end of the Five Year Plan, or until all audit exceptions have been resolved, whichever is longer.

6. Free and Open Competition

Purchases made from grant funds must be carried out to ensure free and open competition to the extent possible. Libraries eligible to purchase under state contract may use this option for grant purchases.

7. Debarment & Suspension

Transactions for the purposes of this grant will not knowingly be made with parties who have been debarred or suspended from receiving Federal financial assistance under Federal programs and activities (Debarment and Suspension Certification). See Excluded Parties List System at https://www.sam.gov .

8. Equipment Purchases and Inventory

Equipment with a per unit price above $5,000 requires advance written approval from the State Library. If fair market value at the time of surplus or disposal exceeds $5,000, disposal must be cleared with the State Library.

9. Publicizing & Acknowledging Funds

Grantees are required to credit IMLS/LSTA in all related publications and activities in conjunction with the use of grant funds. Grantees should publicize grant-supported activities in available and appropriate media. The following statement must be used when meeting these requirements: “This publication/ activity/program was supported by grant funds from the Institute of Museum and Library Services under the provisions of the federal Library Services and Technology Act as administered by the State Library of North Carolina, a division of the Department of Natural and Cultural Resources.” Copies of any publications or materials produced under the grant must be submitted to the State Library. IMLS logos are available at http://www.imls.gov/recipients/imls_acknowledgement.aspx

10. Lobbying

Grantees are prohibited by federal law from using grant funds to pay costs associated with lobbying Congress or the public for purposes of influencing elections, legislation, or the award of any federal funds. Grantees receiving an award of over $100,000 must file a certification regarding lobbying.

11. Non-discrimination

All library services provided as a result of federal grant funds must be available without discrimination to all members of the community served. Participation may not be denied on the basis of race, color, national origin, handicap, age, or sex. Relevant legislation includes but is not limited to the following: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); The Age Discrimination Act (42 U.S.C. 6101 *et. seq)*; 45 CFR 1110 - Nondiscrimination in federally assisted programs; 45 CFR 1170 - Nondiscrimination on the basis of handicap in federally assisted programs and activities; 45 CFR 1181 - Enforcement of nondiscrimination on the basis of handicap in programs or activities conducted by the Institute of Museum and Library Services.

12. Trafficking in Persons

Grantees must comply with 22 U.S.C. § 7104(g) which prohibits engaging in trafficking in persons, procuring a commercial sex act, or using forced labor.

13. Audit and Financial Reporting Requirements

LSTA grants must be audited in compliance with federal and state audit requirements for local governments and public authorities, institutions of higher education, and non-profit organizations. The following source documents outline the standards and requirements:

- United States Office of Management and Budget (OMB) 2 CFR 200, Subpart F - Audit Requirements
- North Carolina General Statute 143C-6-23 “State grant funds: administration; oversight and reporting requirements,” and the corresponding rules of North Carolina Administrative Code, Title 09, Chapter 03M, “Uniform Administration of State Grants.”

LEGAL REFERENCES:

- 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [address grants and cooperative agreements pertaining to institutions of higher education, states, local governments, Indian tribes, and nonprofit organizations]
- 2 CFR Part 3185 - Nonprocurement debarment and suspension
- 2 CFR 3186 - Requirements for drug-free workplace

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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION; LOBBYING; FEDERAL DEBT STATUS; AND NONDISCRIMINATION

1. DEBARMENT AND SUSPENSION

The grantee shall comply with 2 CFR Part 3185. The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that neither the grantee nor any of its principals:

(a) Are presently excluded or disqualified;
(b) Have been convicted within the preceding three years of any of the offenses listed in 2 CFR section 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
(c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR section 180.800(a); or
(d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the grantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this submission.

The grantee is required to communicate the requirement to comply with 2 CFR Part 180 Subpart C (Responsibilities of Participants Regarding Transactions Doing Business With Other Persons) to persons at the next lower tier with whom the grantee enters into covered transactions.

2. LOBBYING

As required by Section 1352, Title 31 of the United States Code, and implemented for persons entering into a grant or cooperative agreement over $100,000, the grantee certifies to the best of his or her knowledge and belief that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than appropriated Federal funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the grantee) for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall request, complete, and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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3. FEDERAL DEBT STATUS

The undersigned, on behalf of the grantee, certifies to the best of his or her knowledge and belief that the grantee is not delinquent in the repayment of any Federal debt.

4. NONDISCRIMINATION

As required by the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Education Amendments of 1972, and the Age Discrimination in Employment Act of 1975, as implemented at 45 C.F.R. Part 1180.44, the undersigned, on behalf of the grantee, certifies that the grantee will comply with the following nondiscrimination statutes and their implementing regulations:

(a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity receiving Federal financial assistance;
(b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 et seq.), which prohibits discrimination on the basis of disability in Federally-assisted programs; (c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-83, 1685- 86), which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance;
(d) The Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in Federally-assisted programs;

The undersigned further provides assurance that it will include the language of these certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

As the duly authorized representative of the grantee, I hereby certify that the grantee will comply with the above certifications.

Signature of Authorized Certifying Official

Aaron Church

Print Name and Title of Authorized Certifying Official

Date

I have attached my Conflict of Interest Policy

My Conflict of Interest Policy is on file

I have attached my LSTA Partner Statement(s)

My LSTA Partner Statement(s) are on file or I don't have eligible partners

LSTA Staff: Check here if all documents have been received and all signatures have been gathered.

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CIPA COMPLIANCE CERTIFICATION FORM

for Public Libraries

As the authorized library representative, I hereby certify that the library is
(*check only **one** of the following boxes*)

A. ☐ CIPA Compliant
The applicant library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

OR

B. ☐ The CIPA requirements do not apply because no funds made available under the LSTA program will be used to purchase electronic equipment capable of accessing the Internet or to pay for direct costs associated with accessing the Internet.

Melissa Oleen

Printed name of library director

Signature of library director

Date

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CIPA COMPLIANCE INFORMATION

Libraries that are neither public libraries nor public elementary or secondary school libraries are not subject to CIPA and do not have to comply with this law.

Overview
CIPA is the Children's Internet Protection Act, which applies to public libraries and public elementary and secondary school libraries seeking funds under the federal Universal Service (E-rate) program or the Library Services and Technology Act (LSTA) grant programs funded by the Institute of Museum and Library Services (IMLS) and administered by the State Library of North Carolina.

Affected Libraries
The following types of libraries applying for LSTA grants from the State Library of North Carolina must be CIPA compliant and must submit the **CIPA Compliance Certification Form** with their signed Grant Agreement.

- Public libraries
- Public school libraries
- Consortia with public and/or public school libraries

If a library type listed above is already compliant with CIPA under the rules for receiving E-rate funds, that library is not affected by the rules established for LSTA grant recipients. Accordingly, the compliance information in this document applies **only** to libraries meeting **all three** of the following conditions.
The library is:

1) a public library or public elementary or secondary school library,
2) NOT required to comply with CIPA through the federal Universal Service (E-rate) program, and
3) seeking LSTA funds for the purchase of technology used to access the Internet and/or for the payment of direct costs associated with accessing the Internet.

Libraries that are required to comply with CIPA because of the receipt of funds from the Universal Service (E-rate) program must adhere to a different and more stringent set of requirements. More information about those requirements may be found at <http://statelibrary.dcr.state.nc.us/hottopic/cipa/cipa.htm>. The compliance information in this document does not apply to libraries that must comply with CIPA under the Universal Service (E-rate) rules.

Purchases That Require CIPA Compliance
A library that is subject to CIPA under the rules for LSTA must comply with the law when either of the following are approved for purchase with LSTA funds:

- technology used to access the Internet, or
- direct costs associated with accessing the Internet (i.e., the costs of connecting to an Internet service provider [ISP]).

Requirements for Compliance
The policy requires that some form of "technology protection measure" be in use on *all* computers used to access the Internet. *This includes computers that were not purchased with LSTA funds but that are used to access the Internet.* The law provides no other guidance on technology protection measures. According to the CIPA legislation, the technology protection measure may be disabled upon the request of the user for "bona fide research or other lawful purposes." The law as applied to LSTA grant recipients *does not differentiate* between minors and adults when a request is made to disable the technology protection measure or unblock a website. Anyone may make such a request. For purposes of CIPA, a "minor" is someone under 17 years of age.

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To receive LSTA funds for purchases listed above, the library must have in place a policy of:

a) Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; or (III) harmful to minors; and is enforcing the operation of such technology protection measure during any use of such computers by minors; and

b) Internet safety that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are (I) obscene; (II) child pornography; and is enforcing the operation of such technology protection measure during any use of such computers."

Note that the difference between (a) and (b) is that (a) applies to minors and includes the category of "visual depictions" that are "harmful to minors", while (b) applies to adults and does not include the category "harmful to minors".

EZ Grant Application

State Library of North Carolina

Application Information

Project Name*

Provide a title that briefly describes your project. Avoid using acronyms.

Podcast Production Studio and Instructional Space

Character Limit: 50

Project Abstract*

Clearly and concisely summarize the project. Abstracts should be written for a public audience and will be published online. Avoid acronyms, abbreviations, individuals names, dollar amounts, lists, etc. *Character Limit: 800*

Rowan Public Library's community will benefit from the creation of a Podcast Production Studio and Instructional Space. A dedicated studio space outfitted with professional recording equipment will provide creative learning opportunities for RPL's patrons, including information programs and recording access. Local organizations and institutions will also be able to utilize the space, providing students, teachers, and others a platform for message delivery they might not otherwise have.

RPL staff have the expertise to facilitate this project to a successful end. Staff began producing the library's first podcast in late 2021; the quarterly *Gather Round Good People* focuses on regional folk music, and the seventh episode is now in production.

This grant award would provide the digital audio equipment and materials needed to acoustically re-condition the Headquarters branch's Makerspace to create the needed space.

Digitization Grant*

Is this a digitization grant? Additional questions are required for digitization grants and will be added to the application if "Yes" is selected.

Choices

Yes

No

Planning Grant*

Is this a strategic planning/needs assessment grant? Additional questions are required for planning grants and will be added to the application if "Yes" is selected.

Choices

Yes

No

User and Needs

Who are the library users?*

Who are the current or potential library users this project will benefit? Describe the community to be served using demographic statistics, library records, surveys, or other relevant data to support your statement

Character Limit: 7000

Rowan Public Library serves a population of 148,565 persons. In fiscal year 2022, the library had 94,006 registered users and logged 235,186 visits across four branches. The population of Rowan County grew by 7.3% between 2010 and 2022. The State of North Carolina expects the population of Rowan County to increase by 5.9% through 2030.

RPL strives to support a knowledgeable, diverse and economically vibrant Rowan. To these ends, RPL provides free access to materials and information in a variety of formats to support the interests, education, careers, passions and life pursuits of citizens of all ages and abilities; it also provides access to technologies necessary to participate in today's information sharing economy. Each of RPL's four branches has computer labs that include scanners, copiers, printers, and also offers converters, headphones, and select special equipment.

A Podcast Production Studio and Instructional Space will be an additional resource for a diverse audience of patrons, allowing them to gain the knowledge and experience to fully participate in the digital information conversation. Additionally, students and faculty from private, public, and home schools, as well as colleges and other institutions of higher learning, will be able to utilize the studio and equipment.

What is the need?*

State the need and describe how the need was determined. The statement of need includes a well-defined benefit or planned benefit to patrons demonstrating it is user-focused.

Character Limit: 7000

Podcasts have become a popular means of learning and knowledge sharing. The innately mobile nature of podcasts makes it easy for listeners to tune in, and the multitude of podcast-sharing platforms makes participating in this information market appealing to many content creators. However, in order to engage with podcasts as listener or creator, access to specific technologies are necessary.

The addition of a podcast production studio and instructional space will advance RPL's digital inclusion initiative, providing more users the opportunity to participate in and benefit from our growing information society. RPL staff regularly assist patrons with technology and communication needs; the addition of a podcast studio will provide yet another solution that can be offered to interested users. The professional recording equipment will also be mobile, providing many options for programming and outreach. Combined, the dedicated studio space and equipment will provide creative learning opportunities, including information programs and recording access. Local organizations and institutions will also be able to utilize the space and equipment, providing students, teachers, nonprofit agencies, and others a platform for message

delivery they might not otherwise have.

RPL staff have the expertise to facilitate this project to a successful end. The idea grew out of response to the library's first podcast, which was produced by staff in late 2021. The quarterly *Gather Round Good People* is dedicated to informing listeners about the stories behind featured folk songs with a local, regional, or state-wide connection, and its seventh episode is now in production. The positive feedback offered unsolicited by its listeners combined with the ubiquitous nature and importance of podcasts in our information-driven society led to this grant application. The LSTA grant award will ensure that members of the Rowan community have access to learning and practicing these necessary technology skills.

~~User and Needs - Planning Grant~~

~~Who are the library users?*~~

~~How will current and potential library users benefit from this planning project? Describe your current and potential library users and some of the long-term benefits you expect to see as a result of this project.~~

~~*Character Limit: 7000*~~

~~What is the need?*~~

~~Why is a planning project needed at this time for your current and potential library users? State the user-focused need and describe how the need was determined. The statement of need includes a well-defined benefit or planned benefit to patrons demonstrating it is user-focused. Describe why a consultant is needed to accomplish the planning. If a consultant was used in an LSTA-funded planning project in the past five years, describe why another is needed.~~

~~*Character Limit: 7000*~~

Project Description

What do you plan to do?*

What do you want to do to solve or address the need state in the Users and Needs section? Include target numbers for what will be better of different for library users. For example: How many classes do you plan to offer? How many participants are expected to attend? How many additional computer hours will available to library users?

Character Limit: 7000

The LSTA grant award will support RPL's digital inclusion initiative by enabling the transformation of the Headquarters branch's current Makerspace to also provide a dedicated, acoustic-friendly studio space featuring professional, yet user friendly, recording equipment. After an orientation by RPL staff, users will be able to take advantage of modern equipment in a soundproof environment. The space will be usable by individuals and small groups, including students from local colleges and schools. The Makerspace/Podcast Studio has a glass wall that faces a large seating area, providing a venue for special programs and presentations.

Because of the fully outfitted studio, RPL will be able to regularly offer programs that will teach

users about digital storytelling, audio production, editing, interviewing and other marketable skills. Programming around such themes as community storytelling, local history, writing, and performance would also be featured. A multitude of creative partnerships are expected, including hosting students/classes from local public, private, and home schools as well as local colleges; featuring presenters on special topics, particularly in the field of history; and collaborations with other local agencies to share useful and timely information with the community. Informational programs designed for teens and/or adults and presented by RPL staff will be offered at least four times a year with an expected audience of 12-20 participants.

The Podcast Studio will also provide individuals and groups with the opportunity to reserve the space for use. Trained RPL staff will provide an orientation before first use, and trained Information Desk staff will be available to assist as needed. It's anticipated that the studio will be available for public use and reservation at least 40 hours each week.

Additionally, the Podcast Studio will strengthen RPL's own informational offerings to the community by ensuring the continuation of its current podcast *Gather Round Good People* and allowing the creation of additional audio productions, such as a series dedicated to featuring select holdings from RPL's Edith M. Clark History Room.

Why this approach?*

Why was this solution selected? Why not something else? Include research you may have done to strengthen the rationale of this solution.

Character Limit: 5000

Like most public libraries, RPL's space is limited and valuable. Renovating the Makerspace to double as a podcast studio maximizes the room and makes good use of the nearby seating area. Including mobile recording equipment enables users to take their projects on the road, so to speak, and then return to the studio to edit their final pieces. In other cases, such as adult outreach, it allows librarians to take the equipment to the home-bound user, allowing them an opportunity to engage in information sharing and creation that they would otherwise be denied. Library staff seek to create a space that will be heavily used by individuals, groups, and local partners. Staff chose to pursue transforming the space into a podcast production studio due to the increasing popularity of the audio genre and the user-friendly equipment that can be purchased. Unlike some technologies, potential users can be easily and quickly trained to use the available equipment and produce quality content that will meet their needs.

What outcomes will come from a successful project?*

If this project is successful, what outcomes will result from this grant? **What is the goal?** Outcomes are changes in the user's behavior, attitudes, skills, knowledge, status, or life condition.

Character Limit: 5000

The Podcast Studio will provide novice users an entry point into learning about the world of podcasting and audio production from the ground up. For other users, the studio will hone their

skillsets. All users will gain digital storytelling skills, learn interviewing techniques, experience studio and/or field recording, and apply audio editing and mixing methods.

The dedicated studio and its equipment will generate informative and creative programming. Proposed topics include basic podcasting skills; an introduction to broadcast journalism, presented in partnership with local schools and colleges; personal history interviews with residents at senior care facilities; community storytelling; and explorations of key points in local history.

A successful Podcast Studio will foster civic connections and facilitate users' work with the technology. It will generate 4-6 programs each calendar year that serve the Rowan community well. It will serve as an engaging locus of creative energy and be utilized by individual users, students, teachers, and other local agencies.

How will expenditures support your goal?*

Provide a narrative that describes the costs for the project and how these costs will support the project's goal. Show how costs are reasonable and necessary for the success of the project. Use quantity and cost per item to demonstrate how costs are reasonable and necessary. You should explain how the costs associated with each line item or category of the budget relate to the implementation of the project.

Character Limit: 3500

Due to the popularity of podcast production, audio recorder manufacturers now create equipment with the podcaster in mind. Ideally, equipment for the Podcast Production Studio and Instruction Space will include the following:

Rode RODECaster Pro II 4-Person Podcasting Kit with PodMics, Broadcast Arms, and Headphones (1 bundled package budgeted)

The podcast specific Rodecaster Pro-II as a bundled package that includes four sets of condenser microphones, boom stands, and headphones represents a cost savings and is user-friendly.

Zoom H6 Four Track Portable Stereo Recorder Bundle with Custom Waterproof Case and 128GB Class 10 SanDisk SD (2 bundled packages budgeted)

The Zoom H6 can be purchased as a bundle that includes a waterproof case and a 128G micro-SD card. The micro-SD card will hold up to 500 hours of digital audio and the case will protect the device as it is transported to various locations. Two portable stereo recorders are budgeted to allow one for short-term circulation and one for on-site use. The Zoom H6 can also serve as an all-in-one production and postproduction editor if the studio-based recorder is in use by others.

IK Multimedia iLoud Powered Studio Speakers (1 set budgeted)

The IK Multimedia iLoud powered studio speakers are ideal for desktop sound mixing and represent a "middle path" solution. Because the studio space is not very large, it is not prudent to invest in a system more powerful than needed. The speakers get high marks for sound reproduction at a reasonable price. Quality speakers are essential for evaluating the work

generated and will help ensure the smallest of errors do not appear in any publicly released productions.

MacBook Pro M2 Max (1 laptop budgeted)
A laptop computer is used as a postproduction editing platform. It must be robust enough to manage the dual rigors of public use and a high level of digital input. Apple laptops are intuitive to use and have a reputation of reliability. A MacBook Pro M2 represents the newest technology available from Apple housed inside a strong metal case. For processing digital audio, it is recommended that the baseline memory needed start at 16G, and the Pro M2 has 32G. Another benefit to using an Apple product is that all Rowan County public school students are issued an iPad for use, so that audience will already be acquainted with the company's interface.

Gold Series Vocal Soundproof Booth with window (1 booth budgeted)
In the field of audio recording, having access to an acoustically quiet space is crucial for success. With a soundproof booth in place, the public will have use of a specialized creative environment typically only found in pay-by-the-hour recording studios. Users will note their productions sound comparable to professional recordings which will build confidence. The recording booth is large enough to seat two people in an interview situation, yet still allow for ample usable space within the room proper. Booths must be quietly ventilated, the proper size for the space, and actually be soundproof. The Gold Series booth is favored because it can be ordered in custom sizes with a 5' x 7' booth being ideal for the instructional space. The Gold Series also has an added ½" absorption material for greater sound control. An added benefit is that the shipping container can be reused if the booth needs to be transported to another location.

Acoustic Foam Panels for Studio Space (4 packs budgeted containing 48 sq ft of foam)
Sound Absorbing Curtains (3 curtains budgeted to cover large window)
The Makerspace that will house the Podcast Studio has high ceilings, concrete walls, and a large window. It also shares a wall with a conference room, which allows some sound seepage. The installation of acoustic tiles and sound dampening curtains will improve the room's usability and create a distraction-free zone for learning.

Paid SoundCloud account (1 account budgeted)
Currently, the library uses the free version of SoundCloud to host its podcast. In anticipation of a higher quantity of digital content creation that new programing will generate, an upgrade to a paid, professional level SoundCloud account is needed.

How will the library sustain this project?*

A successful project may set an expectation that the library will continue to offer the program/service after the funding period has ended. How will the library sustain the programs/services offered through this grant for library users? How will the library replace/update hardware or equipment purchased for this project when it ages out?

Character Limit: 3500

To inform the community about the Podcast Studio and its offerings, an intensive promotional campaign will be conducted using the library's website, social media outlets, and print flyers.

Additionally, librarians will make personal contact with various stakeholders and users such as public and private schools, local university and college department heads, and civic organizations.

Once the Podcast Studio is outfitted with its equipment and procedures for new user orientation and general usage (i.e. how to make a reservation, etc.) are defined, the project will be self-sustaining. Users will be able to utilize the equipment and/or space to produce their podcasts, and RPL programmers will be able utilize the same to offer quality, informational programs to the community at large.

The professional grade equipment proposed for purchase should last many years. If a need arises involving the repair or replace of equipment, requests to community partners and the Friends of Rowan Public Library would be put forward.

Who are your partners?

Provide the name any project partner(s), describe their contribution to the project, explain their roles and responsibilities in the project, and describe the benefit and potential impacts of the project to the partner.

Character Limit: 3500

The Friends of Rowan Public Library provides support for RPL's annual Summer Reading programming for all ages, RPL's Virtual Author Series, and more. They operate the Second Saturday Bookshop, and the sale proceeds go towards supporting RPL programs and events. The Friends of RPL will provide financial support and allow for advertisement of the Podcast Studio in their monthly newsletter. The Podcast Studio upholds the Friends of RPL's mission while also providing the organization an additional platform through which information about their work and the library programs that they support can be shared with the community (through podcasts, audio sound bites, etc.).

Catawba College is a private, liberal arts college with communications programs that include digital media production and digital cultures. It is also home to the Greg and Missie Alcorn Digital Learning Lab. Programs and events at the Podcast Studio will be promoted on Catawba College bulletin boards and to faculty; faculty and students will be invited to use the studio as well. The Podcast Studio will support equitable access to modern technologies and ensure the subsequent ability to produce creative products and actively participate in our information-sharing-driven society and the conversation at large.

Livingstone College is a private historically black college with programs that include business administration, computer information systems, and liberal arts degrees. It is also home to the Andrew Carnegie Library. Programs and events at the Podcast Studio will be promoted on Livingstone College bulletin boards and to faculty; faculty and students will be invited to use the studio as well. The Podcast Studio will support equitable access to modern technologies and ensure the subsequent ability to produce creative products and actively participate in our information-sharing-driven society and the conversation at large.

~~Project Description - Planning Grant~~

~~What do you plan to do?*~~

~~Describe the type of planning you wish to carry out and why the consultant was selected for this project.~~

~~*Character Limit: 7000*~~

~~How will you engage with stakeholders?*~~

~~Describe how the library proposes to involve the community in the planning efforts (e.g., current or potential library users, trustees, community residents, community leaders, local government officials, institution staff and administration, local IT staff).~~

~~*Character Limit: 5000*~~

~~What are the responsibilities of the consultant and staff?*~~

~~Describe the consultant's key responsibilities and describe library staff member's key responsibilities.~~

~~*Character Limit: 3500*~~

~~What outcomes will come from a successful project?*~~

~~If this project is successful, what outcome(s) will result from this grant? **What is the goal?** Outcomes are changes in the user's behavior, attitudes, skills, knowledge, status, or life condition.~~

~~*Character Limit: 5000*~~

~~How will the library implement this plan?*~~

~~A successful project will set an expectation that the library will implement the plan after the funding period has ended. How will the library implement the plan?~~

~~*Character Limit: 3500*~~

~~Who are your partners?~~

~~Provide the name any project partner(s), describe their contribution to the project, explain their roles and responsibilities in the project, and describe the benefit and potential impacts of the project to the partner.~~

~~*Character Limit: 3500*~~

Evaluation

What output data will you collect?*

Before and after data is important to accurately measure and report effectiveness. How will you document before and after "outputs".

Outputs are the **countable products** (the number of workshops taught, the number of objects scanned, or the number of website views)?

Character Limit: 3500

Countable products for this project will include

- The number of informational programs offered to the public each calendar year (minimum 4-6)
- The number of individuals and groups who reserve the Podcast Studio
- The number of local agencies and organizations, including schools, who reserve the Podcast Studio or partner with RPL to offer programming that utilizes the Studio's equipment
- The number of podcasts produced by RPL and the subsequent number of listens
- The number of podcasts produced by non-RPL individuals or groups and the subsequent number of listens

What outcomes will you collect?*

How will you determine whether the project reached or moved toward the project goals? After implementing the program or plan, how will you document the "outcomes".

Outcomes are the changes brought about, in part, because of the project in the user's **behavior, attitudes, skills, knowledge, status, or life condition**? Use of outcome-based evaluation is recommended.

Character Limit: 3500

Outcomes for this project will be documented through

- Self-assessments by public user trainees who wish to utilize the Podcast Studio and/or its equipment before and after their orientation is held
- Surveys completed by individuals and groups about their experience reserving and using the Podcast Studio
- Satisfaction surveys completed by attendees of RPL-offered informational programs that utilize the Podcast Studio and/or its equipment
- Self-assessments completed by attendees of RPL-offered technology skill-building programs that utilize the Podcast Studio and/or its equipment
- Surveys completed by listeners of RPL-offered informational podcasts
- Feedback gathered from teachers and faculty who utilize the Podcast Studio and/or its equipment in their classes/with their students

Timeline

Timeline*

Upload a completed timeline form. The timeline should have at least one entry for each month of the funding period and should be prepared in consultation with any partner(s). Include details such as planning meetings, training, testing, significant project targets and milestones, outreach to the potential audience(s), and evaluation activities. Be sure to allow for the local institutional approval process and grant program deadlines.

Save the completed timeline form as a pdf and upload.

File Size Limit: 2 MB

Budget

Budget Table*

Upload a completed budget form. Use the instructions to identify and describe all LSTA and matching expenditures. Reference the allowable expenditures and unallowable expenditures as needed.

Save the completed budget form as a pdf and upload.

File Size Limit: 2 MB

LSTA Amount Requested*

Enter the amount of total LSTA Funds requested for this project as shown under #9 of the uploaded budget.

Character Limit: 20

$13,464.85

Matching Funds Contribution*

Enter the amount of planned Matching Funds requested for this project as shown under #9 of the uploaded budget.

Character Limit: 20

$4,488.28

Select the % of matching funds required.*

Identify the % of matching funds required: 25%, OR 10% if this project has a partner that will contribute specific deliverables to the project in a new or expanded way. Required Matching Funds are calculated against the Total Project Cost (less IDC). To calculate the required match, select method #1 or #2:

1. Add all budgeted costs together to obtain a Total. To determine the required match, divide the Total by 4 for 25% match or divide by 10 for a 10% match
2. Add all budgeted costs together to obtain a Total. To determine the required match, multiply the Total by .25 for 25% match or multiply by .10 for a 10% match

Choices

10%

25%

Where are your matching funds coming from?*

Identify the source(s) of matching funds such as a partner, Friends group, foundation, local business, library budget, etc.

Choices

Library budget
Grant partner
Friends group
Foundation (including college foundations)
Local business
Other

Other Documentation

Letters of Support

Attach any letters of support as one file.

File Size Limit: 2 MB

See attached letters from the Friends of Rowan Public Library, Catawba College, and Livingstone College.

~~*Digitization Grant - Additional Questions*~~

~~Prior to applying for this grant, prospective applicants should have:~~

- ~~Reviewed information about planning a Digital Project;~~
- ~~Identified the materials that will form the basis of the digital project;~~
- ~~Surveyed other existing digital collections to determine whether the materials are already freely available online;~~
- ~~Reviewed the physical condition of materials to be digitized to be sure that they can be handled and digitized without causing significant harm to the originals;~~
- ~~Ensured that materials are arranged and described with adequate access points;~~
- ~~Ensured that the library has clear and undisputed ownership of the materials to be made available online;~~
- ~~Reviewed the rights status of all materials to be digitized, to determine whether or not they are in copyright and, if in copyright, whether or not the library has permission to or is justified in sharing the items online; and~~
- ~~Surveyed existing technological capacity and identified areas of need for project completion and sustainability.~~

~~Scope, Content, and Need~~*

~~Succinctly describe the materials, including quantity, that you propose to digitize and make available. How are materials to be included in the digital project currently arranged and described (finding aids, indices, catalog records, and/or inventories)? How are these materials important to the cultural heritage of North Carolina? If the materials have statewide significance, please describe.~~

~~*Character Limit: 5000*~~

~~Attach a two page sample of items arrangement and description~~*

~~*File Size Limit: 2 MB*~~

Rights and Permissions*

Describe the process the library, and/or any partners, have taken to determine the rights status of the materials to be included in the digital project, and the determinations made regarding the ability to digitize and share those items online. Be sure to mention any documentation obtained from rights holders, if applicable.

Character Limit: 2500

Digitization*

Describe the standards and best practices to be used for digitization. Digital Projects that include digitization of materials must, at a minimum, follow the standards and practices outlined in North Carolina's Digitization Guidelines.

Character Limit: 2500

Access*

What methods of digital access (cataloging, indexing, online mark-up, etc.) are you planning to use for your proposed project? Describe what kinds of metadata you will use and why. (At a *minimum*, this grant program requires 1) Dublin Core metadata at the collection level on the presentation web site and/or 2) MARC cataloging of library materials in a library online system with the appropriate linkage between the online version and the online catalog record via the MARC 856 field.)

Character Limit: 2500

Capacity and Sustainability*

1. List the staff who will participate in the project and describe their expertise in the following areas: cultural heritage collections, including general management as well as traditional methods of preservation and access; digitization; web presentation; information technology support; and grant management.
2. Describe the information technology infrastructure and institutional support available to host, deliver, and maintain the digital product.

Character Limit: 5000

Outsourcing

If you are planning to outsource any portion of your project, include the following:

1. State exactly what services the vendor will be providing and your rationale for selecting these services (including justification of cost effectiveness).
2. Describe your selection criteria and how you chose your selected vendor.
3. Note any prior experience you have had with this vendor and describe any trial or demonstration you undertook during your planning process.

Character Limit: 5000

~~Planning Grant - Additional Questions~~

~~Consultant's Budget*~~

~~Attach budget information from the proposed consultant that shows how the costs for services were calculated including, but not limited to, projected hours/days to be worked, fees, travel expenses, and other project related expenditures.~~

~~*File Size Limit: 2 MB*~~

~~Consultant's Resume*~~

~~Attach a brief resume (4 page maximum) that contains the consultant's/consultants firm name and address along with three references, with contact names, addresses, and telephone numbers, which demonstrates the consultant has experience in performing required activities.~~

~~*File Size Limit: 2 MB*~~

Certification

Authorizing Official Name*

Enter the name of your library's authorizing official. The authorizing official is the person who is allowed to accept federal grant funds on behalf of your organization is commonly, a county or city manager, board chair, or dean of sponsored programs.

Character Limit: 100

Aaron Church

Authorizing Official Email*

Enter the email address of your library's authorizing official.

Character Limit: 254

Aaron.Church@rowancountync.gov

Important

Complete the Signature Page via the online DocuSign Form.

This form must be completely signed by the Library Director and the Authorizing Official for your library. LSTA staff will automatically receive the signed copy of the Signature Page. If the signature page is not signed by both the Library Director and Authorizing Official by 11:59 pm on March 1, 2023 your application will be considered incomplete and won't be reviewed.

If you are having trouble receiving DocuSign emails, look at these solutions.

If you are not able to complete the Signature Page via DocuSign, please email lsta@ncdcr.gov for an alternate solution.

SLNC Budget Form

Use the budget instructions to help categorize costs.

1. Salaries/Wages/Fringe

Title of Position and FTE	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotal									

2. Consultant Fees

Name of Consultant	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotal									

3. Travel, library staff only

To/From and Purpose	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotal									

4. Supplies

Item Group similar items together by row	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotal									

5. Equipment

Item	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotal									

6. Services

Name of Provider	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotal									

7. Total Direct Costs

	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Subtotals (1-7)									

8. Indirect Costs

The library chooses not to include Indirect Costs

The library chooses a rate not to exceed 10% of modified total Direct Costs (MTDC)

The library has a rate of _____% that has been negotiated with a federal agency.

Rate and Base	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Indirect Costs Subtotal									

9. Total Project Costs

	Year 1			Year 2 (Project Grant only)			Year 3 (Project Grant only)		
	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds	Matching Funds	LSTA Funds	Total Funds
Total Costs (7+8)									

10. Matching Calculator

	Year 1		Year 2 (Project Grant only)		Year 3 (Project Grant only)	
	Budgeted Match	Required Match	Budgeted Match	Required Match	Budgeted Match	Required Match
Match Amounts		**10% or 25%**		**33%**		**50%**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Sole-Source Avineon

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

This is agreement for GIS infrastructure and application services with Avineon. Previously the BOC approved on September 6, 2022; Agenda Item W. The County request to continue professional services for GIS Division to have a support contract to maintain and keep the GIS infrastructure up to date. FY24 not to exceed $7,500.00.

Attached is a copy of the agreement.

Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Avineon Inc. for FY24; not to exceed $7,500.00.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/7/2023	Cover Memo

December 21, 2022

Columbus Hawks
GIS Manager/911 Analyst
Rowan County IT
130 West Innes Street
Salisbury, NC 28144

Re: GIS Managed Data Services Update

Dear Mr. Hawks:

On behalf of Avineon, Inc. (Avineon), I want to thank you for your continued support of our managed data services business. I trust that your experience to date has been more than satisfactory and you continue to find value in our service since our acquisition of Highland Mapping earlier this year.

To highlight some of the new benefits we have provided since the acquisition, we have added staff to the team, most recently Carly Bradshaw who joined us in October. This, in addition to the original Highland team managed by Kent Rothrock, brings the total direct managed services team to a total of six professionals with a variety of GIS expertise. Of course, they are also supported by Avineon's global team, providing you comfort in the knowledge that we value your business and you can count on us to satisfy all of your GIS needs.

Additionally, we have implemented an electronic help desk system that is personized for each customer. This effort has streamlined our approach to managing activity, ensuring we respond efficiently and effectively to your needs. Thank you for your participation in this system and for your patience as we continue to refine our processes. In the upcoming weeks, we will be sending out an invitation to join us in a webinar to highlight and review the new ticketing system together.

Following the webinar, we are working to bring everyone together for a user group meeting in 2023 so please be on the lookout for information on that as our plans unfold.

As part of the transition, we appreciate your cooperation in our effort to establish and document our managed data services agreements. This will naturally streamline the renewal process for you and us starting in the new fiscal year.

In anticipation of that process and as mentioned in a previous letter, after 14 years of the GIS support plan and as part of the new approach, our prices are increasing for all our existing managed data services customers beginning in July of 2023. As we shared earlier this year, we are implementing the increase gradually for our existing customers while all new customers are currently subscribed at the new prices. Our new prices reflect the addition of resources, the new

help desk, and of course cost of living wage increases for our employees. The price of the NG911 Addressing Tools and the Avineon/HLM Web Template will not change in 2023.

Your tier has not changed based on our new alignment and therefore your renewal of a Gold plan will be priced as follows:

- Silver (no Server or Enterprise) = $6,000.00 per year
- Gold (ArcGIS Server) = $9,000.00 per year
- Platinum (ArcGIS Enterprise) = $12,000 per year

To ease the burden of the price increase, we will raise your price by half of the increase in 2023 and the second half in 2024. For example, if you are a Platinum customer and your existing price is $9,000, your 2023, 2024, and 2025 prices will be as follows:

- 2023 Renewal Price: $10,500
- 2024 Renewal Price: $12,000
- Total Price for Two Years: $22,500
- 2025 Estimated Renewal Price: $12,000
- Total Price for Three Years: $34,500

We are also prepared to offer a ten percent discount from the full price for customers who sign a two-year commitment. For example, if a Platinum customer chooses to commit to a two-year agreement, that customer's 2023, 2024, and 2025 prices will be as follows:

- 2023 Renewal Price: $10,800
- 2024 Renewal Price: $10,800
- Total Price for Two Years: $21,600
- 2025 Renewal Price (if another two-year agreement is signed): $10,800
- Total Price for Three Years: $32,400

Similarly, we will offer a 15 percent discount for customers able to make a three-year commitment. In this scenario, a Platinum customer's 2023, 2024, and 2025 prices will be as follows:

- 2023 Renewal Price: $10,200
- 2024 Renewal Price: $10,200
- Total Price for Two Years: $20,400
- 2025 Renewal Price: $10,200
- Total Price for Three Years: $30,600

Those customers choosing a multi-year contract. will continue to be invoiced in advance every six months, unless they would prefer to be invoiced annually.

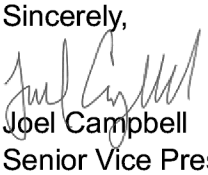
A summary of your individual 2023 renewal estimate is provided as an attachment to this letter for your budgetary purposes. If you would like to change your existing managed data services

contract from a one-year renewal to a multi-year renewal, please contact Ms. Wendy Peloquin (wpeloquin@avineon.com) by January 15, 2023. Official renewal letters will be sent out in the first quarter of 2023.

The addition of the Highland Mapping Team has been exciting for us, and I am pleased to have met many of you this year. We are all looking forward to continuing to meet with you and work with you over the coming months and years as we strive to enhance the managed data services Avineon provides and share with you other services we offer.

Thank you again for you continued support and please reach out to me directly if you have any questions or concerns.

Sincerely,



Joel Campbell
Senior Vice President – Commercial Systems
Avineon, Inc.
jcampbell@avineon.com

AVINEON®
Visualize IT. See IT Through.

ATTACHMENT A:
ROWAN COUNTY IT 2023 RENEWAL ESTIMATE FOR BUDGETING PURPOSES

Service Type	Price
Gold Service Plan	$7,500.00
Total	**$7,500.00**

Discounts are available for multi-year agreements. Please contact Wendy Peloquin at wpeloquin@avineon.com to explore those options.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Sole-Source Cemco Systems Inc.

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Information Systems has contracted with Cemco Systems Inc. since 2011. These contracts provide proactive service and maintenance on the IT Datacenter UPS that sustains power to all network and systems equipment during generator failover and power spikes/drops. This is a critical service that ensures service availability for all county connectivity to internal technology resources as well as the Internet and cloud-based serves for departments. Not to Exceed total $9,645.00.

Model #9170-12KVA
SN - #C661N018KH034858

Contract 23006 for preventative maintenance, which includes onsite visits for health checks and UPS testing. Total $1,760.00.

Contract 23004 for the extended service plan, that covers hardware and batteries that may need to be replaced. Total $7,885.00.

Attached are the Sole-Source letter from the vendor and the two quotes for FY24.

Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contract with Cemco Systems Inc. for FY24; not to exceed $9,645.00

ATTACHMENTS:

Description	Upload Date	Type
Sole Source Letter	6/8/2023	Cover Memo
Quote 1	6/8/2023	Cover Memo
Quote 2	6/8/2023	Cover Memo

Cemco Systems Inc CSI

704-504-0294
800-529-0395
704-504-0821 Fax

Generators • Uninterruptible Power Systems • Fire Protection Systems
Design • Installation • Service

10913 Office Park Drive, Charlotte, NC 28273

June 6, 2023

Rowan County Information Technology
130 W. Innes Street
Salisbury, NC 28144 Suite 310

Re: Uninterruptible Power System

Sir/Madam,

This letter is to serve notice that Cemco Systems has designed, installed and provided maintenance as well as extended warranty for the Powerware Model 9170 12KVA Uninterruptible Power System located at the above listed address since September 12, 2003. Cemco Systems is a direct Powerware authorized sales and service representative. This includes exclusive use of software and obtaining any and all parts necessary for repair.

Sincerely,

Edward Skunda
Service Manager
Cemco Systems Inc

Cemco Systems, Incorporated

10913 Office Park Dr.
Charlotte, NC 28273
Telephone [704] 504-0294
Fax [704] 504-0821
ed@cemcosystemsinc.com

April 24, 2023

Rowan County Information Systems
130 W. Innes St.
Salisbury, N.C. 28144

Attn: Thomas Goodman

Re: Powerware Uninterruptible Power System

Quotation
To renew the factory maintenance plan for the Powerware Model 9170 12KVA, serial #C661N018KH034858 Uninterruptible Power System. Plan effective 7/15/23 through 7/14/24.

Equipment List

1- Flex Service Plan
Includes
Expediated delivery of units, parts and/or batteries. Full battery coverage.
Model becomes mature on 1/1/24. If unable to service factory will provide replacement option.

All the above for the sum of: ……..…… $7,885.00

Tax: Not Included
Terms: Net Thirty

Thank you for considering Cemco Systems for this project. If you have any questions please do not hesitate to call.

Respectfully submitted

Edward M. Skunda
Service Manager
Cemco Systems, Inc.

Cemco Systems, Incorporated

10913 Office Park Dr.
Charlotte, NC 28273
Telephone [704] 504-0294
Fax [704] 504-0821
Email ed@cemcosystemsinc.com

May 26, 2023

Rowan County information Systems
130 W. Innes Street
Salisbury, N.C. 28144

Re: Uninterruptible Power System

To perform a semi-annual preventive maintenance on the Powerware Model PW9170 12KVA serial #C661N018KH034858 Uninterruptible Power System located at the above listed address.

Quotation

1- Semi-Annual Preventive Maintenance 7/15/23 Through 7/14/24.

Total: ……..……...$1,760.00

Tax: Not Included
Terms: Net Thirty

Thank you for considering Cemco Systems for this project. If you have any questions please do not hesitate to call.

Respectfully submitted

Edward M. Skunda
Service Manager
Cemco Systems, Inc.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Michelle McDaniel, Deputy Tax Collector III
DATE: 06/07/23
SUBJECT: Tax Refunds for Approval

The attachments display the same data in different formats.

ATTACHMENTS:

Description	Upload Date	Type
April 2023 VTS Refunds	6/7/2023	Cover Memo
May 2023 Tyler Refunds	6/7/2023	Cover Memo
April VTS - updated format	6/15/2023	Cover Memo
May Tyler - updated format	6/15/2023	Cover Memo

ROW TYPE	VENDOR #	TAXPAYER	Address 1	Address 2	CITY	STATE	ZIP	Refund Rea
1	999011	AIM HIGH F	PO BOX 77028		CHARLOTT	NC	28271	Vehicle Sol
1	999011	AKERS, BRA	514 3RD ST		TRAVERSE	MI	49684	Reg . Out o
1	999011	BACON, CC	4440 HAMPTON RD		SALISBURY	NC	28144	Vehicle Sol
1	999011	BAILEY, YET	402 OAK FOREST LN		SALISBURY	NC	28146	Vehicle Sol
1	999011	BECKER-VE	10570 NC HIGHWAY 8		MOUNT U	NC	28125	Situs error
1	999011	BLACKWEL	3320 SHUE RD		SALISBURY	NC	28147	Vehicle Sol
1	999011	BLALOCK, J	2035 OAK FARM RD		SALISBURY	NC	28146	Vehicle Tot
1	999011	BROTHERS,	10346 NC HIGHWAY 8		MOUNT U	NC	28125	Vehicle Tot
1	999011	BUDZISCH,	1064 COOL BREEZE LN		CHINA GR(	NC	28023	Vehicle Sol
1	999011	BURR, AND	265 MCCARNS ST		MOORESV	NC	28115	Vehicle Sol
1	999011	CHILDERS,	302 UNION HEIGHTS E		SALISBURY	NC	28146	Vehicle Tot
1	999011	CLAWSON,	99 1ST AVE		CHINA GR(	NC	28023	Vehicle Sol
1	999011	CLIFTON, JE	PO BOX 375		WOODLEA	NC	27054	Tag Surren
1	999011	COKELEY, D	167 N BELLWOOD RD		SALISBURY	NC	28146	Vehicle Sol
1	999011	COLWELL, S	121 STERLING CT		SALISBURY	NC	28144	Vehicle Sol
1	999011	CORWIN, JC	1212 BRID DOG TRL		ROCKWELI	NC	28138	Vehicle Sol
1	999011	DAVIS, CAN	102 PINE CT		CHINA GR(	NC	28023	Vehicle Tot
1	999011	EDWARDS,	1105 KINGSWAY DR		SALISBURY	NC	28146	Vehicle Sol
1	999011	FITE, JAMIE	320 N ZION ST		LANDIS	NC	28088	Vehicle Sol
1	999011	FOURNIER,	7575 POP BASINGER R		ROCKWELI	NC	28138	Vehicle Sol
1	999011	GONZALEZ,	6621 WRIGHT RD		KANNAPO	NC	28081	Vehicle Sol
1	999011	GULLEDGE,	5630 NC 152 W		CHINA GR(	NC	28023	Situs error
1	999011	GUNTER, SI	2035 ORGAN CHURCH		ROCKWELI	NC	28138	Vehicle Sol
1	999011	HEATH, BIL	115 BEECHWOOD DR		SALISBURY	NC	28147	Vehicle Sol
1	999011	HOPKINS, L	2308 GINNIE SPRINGS		KANNAPO	NC	28081	Situs error
1	999011	HOSINSKI, (	202 FORREST DR		SALISBURY	NC	28147	Vehicle Sol
1	999011	JOHNSON,	283 WATER MILL RD		KERNERSV	NC	27284	Situs error
1	999011	KINLEY, JAN	2555 NEEDMORE RD		WOODLEA	NC	27054	Vehicle Sol
1	999011	LOMAX, BA	120 JIBSAIL RD		SALISBURY	NC	28146	Vehicle Sol
1	999011	MCCLENDC	903 NUNNERY LN		KANNAPO	NC	28081	Vehicle Tot
1	999011	MESSER, CI	10950 TWONOTCH RD		COLUMBIA	SC	29045	Reg . Out o
1	999011	PAKAY, FRA	160 WORTHINGTON D		MOUNT U	NC	28125	Vehicle Sol
1	999011	PATINO, HE	421 INVERNESS LN		SALISBURY	NC	28146	Vehicle Sol
1	999011	PORTABLE	120 BARN VIEW LN		WOODLEA	NC	27054	Tag Surren
1	999011	PRESLAR, II	301 PARK GQ AVE		GRANITE C	NC	28146	Situs error
1	999011	PRESLAR, II	275 ARCHER VIEW LN		SALISBURY	NC	28146	Situs error
1	999011	RAMSEY, JA	108 QUARRY WAY		SALISBURY	NC	28146	Vehicle Sol
1	999011	SHERMAN,	PO BOX 528		BENNETTS	SC	29512	Reg . Out o
1	999011	SHERMAN,	PO BOX 528		BENNETTS	SC	29512	Reg . Out o
1	999011	STIREWALT	165 RIVERWALK DR		SALISBURY	NC	28146	Vehicle Sol
1	999011	STOUT, WII	240 ARANT RD		CHINA GR(	NC	28023	Vehicle Sol
1	999011	SWINK, TYL	2100 CLARK RD		SALISBURY	NC	28146	Vehicle Sol
1	999011	THE ESTATI	1499 MOUNTAIN PAG		SALUDA	NC	28773	Vehicle Sol
1	999011	THE ESTATI	290 OLD FOUTZ FARM		CHINA GR(	NC	28023	Processed i
1	999011	THOMAS, S	340 BASINGER KLUTTZ		SALISBURY	NC	28146	Adjustmen
1	999011	TONY JENK	455 CANNON FARM R		CHINA GR(	NC	28023	Vehicle Sol

1	999011	WB ENTERI	1330 GIN RD		GOLD HILL	NC	28071 Vehicle Sol
1	999011	WHITT, GA	7230 US HIGHWAY 52		SALISBURY	NC	28146 Situs error

Trans #	Refund	AMOUNT	CROSS REF	DEPT
3.68E+08	803.5	803.5	101-0000-2	4151
1.85E+08	338.85	338.85	101-0000-2	4151
1.85E+08	9.27	9.27	101-0000-2	4151
2.77E+08	32.4	32.4	101-0000-2	4151
3.69E+08	35.04	35.04	101-0000-2	4151
1.85E+08	5.26	5.26	101-0000-2	4151
1.84E+08	18.78	18.78	101-0000-2	4151
1.85E+08	149.9	149.9	101-0000-2	4151
1.84E+08	65.46	65.46	101-0000-2	4151
1.85E+08	217.23	217.23	101-0000-2	4151
2.77E+08	76.24	76.24	101-0000-2	4151
1.84E+08	46.75	46.75	101-0000-2	4151
1.84E+08	80.28	80.28	101-0000-2	4151
1.84E+08	182.34	182.34	101-0000-2	4151
2.77E+08	56.28	56.28	101-0000-2	4151
1.84E+08	264.96	264.96	101-0000-2	4151
1.84E+08	90.58	90.58	101-0000-2	4151
1.84E+08	8.16	8.16	101-0000-2	4151
2.76E+08	203.88	203.88	101-0000-2	4151
1.84E+08	183.32	183.32	101-0000-2	4151
1.84E+08	245.82	245.82	101-0000-2	4151
3.69E+08	61.1	61.1	101-0000-2	4151
1.84E+08	98.39	98.39	101-0000-2	4151
1.84E+08	35.03	35.03	101-0000-2	4151
4.59E+08	6.54	6.54	101-0000-2	4151
1.84E+08	35.59	35.59	101-0000-2	4151
3.69E+08	74.77	74.77	101-0000-2	4151
1.84E+08	25.28	25.28	101-0000-2	4151
1.84E+08	114.13	114.13	101-0000-2	4151
2.77E+08	28.22	28.22	101-0000-2	4151
1.84E+08	26.27	26.27	101-0000-2	4151
1.84E+08	173.79	173.79	101-0000-2	4151
2.76E+08	153.11	153.11	101-0000-2	4151
1.84E+08	39.54	39.54	101-0000-2	4151
3.68E+08	97.87	97.87	101-0000-2	4151
2.76E+08	12.45	12.45	101-0000-2	4151
1.84E+08	49.64	49.64	101-0000-2	4151
1.84E+08	8.86	8.86	101-0000-2	4151
1.84E+08	3.13	3.13	101-0000-2	4151
1.85E+08	164.41	164.41	101-0000-2	4151
1.84E+08	17.13	17.13	101-0000-2	4151
1.85E+08	320.83	320.83	101-0000-2	4151
2.75E+08	104.47	104.47	101-0000-2	4151
1.84E+08	22.93	22.93	101-0000-2	4151
1.84E+08	18.05	18.05	101-0000-2	4151
1.84E+08	44.37	44.37	101-0000-2	4151

1.84E+08	33.82	33.82	101-0000-2	4151
3.7E+08	43.6	43.6	101-0000-2	4151

ROW TYPE	VENDOR #	Refund Name
1	999011	ALLISON RONALD JAY
1	999011	ARBELAEZ RAUL ERNESTO
1	999011	ROBBINS TERRIA
1	999011	PHH MORTGAGE SERVICES
1	999011	PHH MORTGAGE SERVICES
1	999011	HUYNH DANIEL DIEN & WF
1	999011	JONES HEATHER GREENE
1	999011	CORELOGIC TAX SERVICES LLC
1	999011	CORELOGIC TAX SERVICES LLC
1	999011	CORELOGIC TAX SERVICES LLC
1	999011	CORELOGIC TAX SERVICES LLC
1	999011	CORELOGIC TAX SERVICES LLC
1	999011	LION PETRO LLC
1	999011	COSTNER LAW OFFICE, PLLC
1	999011	MCNELIS THOMAS E
1	999011	LANCASTER, TROTTER & POE, PLLC
1	999011	MISENHEIMER TRUCKING INC
1	999011	PEACOCK SHEILA DOUGLAS
1	999011	24HOUR CLOSING
1	999011	RHAMES THADDIUS CEDEWA
1	999011	RINEHARDT JACKIE V
1	999011	RINEHARDT JACKIE V
1	999011	RINEHARDT JACKIE V
1	999011	ROWAN COUNTY AGRICULTURAL &
1	999011	RUDISELL NESBIT LAMONT
1	999011	JONES JEAN
1	999011	JONES JEAN
1	999011	NANCE & OVERBEY PLLC
1	999011	VASQUEZ DANIEL ESCALANTE
1	999011	THE KANIA LAW FIRM #21806
1	999011	THE KANIA LAW FIRM #21806
1	999011	RETERA ABRAHAM W JR

Owner Name 2	Refund Address 1
	1150 WETMORE RD
ARBELAEZ ANN M	295 MONTEGO LN
	116 ISENHOUR ST ES
CRAWFORD WANDA MICHELLE	P.O. BOX 5452
CRAWFORD WANDA MICHELLE	P.O. BOX 5452
HUYNH DANICA THANH	423 GROVE ST
	120 JANE RD
	3001 HACKBERRY ROAD
	3001 HACKBERRY ROAD
HAMMILL DONNA C	3001 HACKBERRY ROAD
HAMMILL DONNA C	3001 HACKBERRY ROAD
LAIDLAW DIANE HARRINGTON	3001 HACKBERRY ROAD
THE POP SHOPPE	1831 W INNES ST
MACQUEEN CHRISTINA M	10735 DAVID TAYLOR DRIVE SUITE 200
MCNELIS SHARON L	150 BASS RUN
ATTORNEYS AT LAW REAL ESTATE TRUST ACCOUNT #5	4430 PARK ROAD
	9820 STOKES FERRY RD
	16117 129TH AVE
REAL ESTATE TRUST ACCOUNT	1320 MATTHEWS-MINT HILL ROAD
	938 FAIRMONT AVE
RINEHARDT SYLVIA H	475 HENDERSON DR
RINEHARDT SYLVIA H	475 HENDERSON DR
RINEHARDT SYLVIA H	475 HENDERSON DR
INDUSTRIAL FAIR ASSOC INC	PO BOX 66
	907 HAWKINSTOWN RD
	7460 BRINGLE FERRY RD
	7460 BRINGLE FERRY RD
IOLTA TRUST ACCOUNT	214 E INNES STREET
	38 CURRY ST
	82 PATTON AVE SUITE 500
	82 PATTON AVE SUITE 500
	17555 TUSCANY LANE

ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	Refund
	WOODLEAF	NC	27054-9774	1150 WETMORE RD	810 044	15.96
	SALISBURY	NC	28147-8586	PERSONAL PROPERTY	983410	50.97
	SALISBURY	NC	28144	529 S RAILROAD AVE	026 00201	18.87
	MT. LAUREL	NJ	08054-5452	430 WINDY HILL DR	754 051	1,036.79
	MT. LAUREL	NJ	08054-5452	430 WINDY HILL DR	754 051	63.21
	SALISBURY	NC	28144	423 GROVE ST	006 007	1,140.84
	SALISBURY	NC	28146-5051	PERSONAL PROPERTY	120031	35.45
	IRVING	TX	75063-0156	315 N KIMMONS ST	107 008	54.40
	IRVING	TX	75063-0156	315 N KIMMONS ST	107 008	824.44
	IRVING	TX	75063-0156	0 W OLD INNES ST	020 115	1.79
	IRVING	TX	75063-0156	112 LLOYD ST	020 117	1.19
	IRVING	TX	75063-0156	955 ROY CLINE RD	438 080	1.61
	SALISBURY	NC	28144-2509	1831 W INNES ST	A2119	30.00
	CHARLOTTE	NC	28262	PERSONAL PROPERTY	127611	1.54
	SALISBURY	NC	28146-9092	150 BASS RUN	619 050	146.10
	CHARLOTTE	NC	28209	1033 SHORT ST	012 136A	14.19
	GOLD HILL	NC	28071-9708	9820 STOKES FERRY RD	167930	738.54
	JAMAICA	NY	11434-2921	328 CLANCY ST	331B10002	39.69
	MATTHEWS	NC	28105	917 S RAILROAD ST	018 016	19.12
	SALISBURY	NC	28144-6132	PERSONAL PROPERTY	142823	55.93
	ROCKWELL	NC	28138-8464	440 HENDERSON DR	375 054	226.94
	ROCKWELL	NC	28138-8464	440 HENDERSON DR	375 054	92.31
	ROCKWELL	NC	28138-8464	475 HENDERSON DR	375 055	322.75
	SALISBURY	NC	28145-0066	1550 JULIAN RD	402 088	11.98
	SALISBURY	NC	28144-7569	907 HAWKINSTOWN RD	324 03109	207.06
	SALISBURY	NC	28146-7154	PERSONAL PROPERTY	151937	33.18
	SALISBURY	NC	28146-7154	560 STARNES RD	641 048	45.01
	SALISBURY	NC	28144	329 MUIRFIELD WAY	326H059	4,420.73
	LEXINGTON	NC	27292-4118	PERSONAL PROPERTY	185049	73.00
	ASHEVILLE	NC	28801	2720 STATESVILLE BLVD	330 042	832.50
	ASHEVILLE	NC	28801	2720 STATESVILLE BLVD	330 042	832.50
	CORNELIUS	NC	28031	604 E KETCHIE ST	103 120	26.66

Refund	Payment Seq	CROSS REFERENCE	DEPT
15.96	10422581	101-0000-202-60-10	4151
50.97	10422019	101-0000-202-60-10	4151
18.87	10421793	101-0000-202-60-10	4151
1,036.79	10422227	101-0000-202-60-10	4151
63.21	10422229	101-0000-202-60-10	4151
1,140.84	10421693	101-0000-202-60-10	4151
35.45	10422642	101-0000-202-60-10	4151
54.40	10422397	101-0000-202-60-10	4151
824.44	10422396	101-0000-202-60-10	4151
1.79	10422999	101-0000-202-60-10	4151
1.19	10423000	101-0000-202-60-10	4151
1.61	10422886	101-0000-202-60-10	4151
30.00	10422530	101-0000-202-60-10	4151
1.54	10421770	101-0000-202-60-10	4151
146.10	10421851	101-0000-202-60-10	4151
14.19	10422169	101-0000-202-60-10	4151
738.54	363711	101-0000-202-60-10	4151
39.69	10421934	101-0000-202-60-10	4151
19.12	10422178	101-0000-202-60-10	4151
55.93	10422714	101-0000-202-60-10	4151
226.94	10422047	101-0000-202-60-10	4151
92.31	10422048	101-0000-202-60-10	4151
322.75	10422049	101-0000-202-60-10	4151
11.98	10421854	101-0000-202-60-10	4151
207.06	10422596	101-0000-202-60-10	4151
33.18	10422422	101-0000-202-60-10	4151
45.01	10422423	101-0000-202-60-10	4151
4,420.73	10423172	101-0000-202-60-10	4151
73.00	10422847	101-0000-202-60-10	4151
832.50	10422238	101-0000-202-60-10	4151
832.50	10422239	101-0000-202-60-10	4151
26.66	10421755	101-0000-202-60-10	4151

SWINK, TYLER JASON	2100 CLARK RD		SALISBURY	NC	28146	Vehicle Sold	184657302	$320.83
THE ESTATE OF DOUGLAS CLARK ISHAM	1499 MOUNTAIN PAGE RD		SALUDA	NC	28773	Vehicle Sold	275412600	$104.47
THE ESTATE OF GABRIEL TAFT BRADSHAW	290 OLD FOUTZ FARM RD		CHINA GROVE	NC	28023	Processed in error	183608352	$22.93
THOMAS, SANDY CHRIS	340 BASINGER KLUTTZ RD		SALISBURY	NC	28146	Adjustment	183989120	$18.05
TONY JENKINS DBA CHINA GROVE AUTO PARTS	455 CANNON FARM RD		CHINA GROVE	NC	28023	Vehicle Sold	183758452	$44.37
WB ENTERPRISE LLC	1330 GIN RD		GOLD HILL	NC	28071	Vehicle Sold	183758466	$33.82
WHITT, GARRETT PERSOL JR	7230 US HIGHWAY 52		SALISBURY	NC	28146	Situs error	369812028	$43.60
								$4,927.62

Munis - ~~6/24/23~~
6/6/23
Novus Agenda 6/7/23

APRIL 2023 VTS REFUNDS

TAXPAYER NAME	Address 1	Address 2	CITY	STATE	ZIP	Refund Reason	Trans #	Refund
AIM HIGH REALTY QOZB, LLC	PO BOX 77028		CHARLOTTE	NC	28271	Vehicle Sold	368241688	$803.50
AKERS, BRADLEY MARTIN	514 3RD ST		TRAVERSE CITY	MI	49684	Reg . Out of state	184657294	$338.85
BACON, COREY MICHAEL	4440 HAMPTON RD		SALISBURY	NC	28144	Vehicle Sold	184906138	$9.27
BAILEY, YETTA NICOLE TAYLOR	402 OAK FOREST LN		SALISBURY	NC	28146	Vehicle Sold	276631734	$32.40
BECKER-VERMILLION, DIANE LOUISE	10570 NC HIGHWAY 801		MOUNT ULLA	NC	28125	Situs error	369293716	$35.04
BLACKWELDER, DEVIN ANTHONY	3320 SHUE RD		SALISBURY	NC	28147	Vehicle Sold	184657306	$5.26
BLALOCK, JULIE MCCOMBS	2035 OAK FARM RD		SALISBURY	NC	28146	Vehicle Totalled	183758456	$18.78
BROTHERS, RAYE GERARD	10346 NC HIGHWAY 801		MOUNT ULLA	NC	28125	Vehicle Totalled	184657316	$149.90
BUDZISCH, RENE ERHARD	1064 COOL BREEZE LN		CHINA GROVE	NC	28023	Vehicle Sold	184120946	$65.46
BURR, ANDREW MICHAEL	265 MCCARNS ST		MOORESVILLE	NC	28115	Vehicle Sold	184657314	$217.23
CHILDERS, MARGIE GRASTY	302 UNION HEIGHTS BLVD		SALISBURY	NC	28146	Vehicle Totalled	276985977	$76.24
CLAWSON, ANNABELLE PENELOPE	99 1ST AVE		CHINA GROVE	NC	28023	Vehicle Sold	184120834	$46.75
CLIFTON, JEFFERY CONRAD	PO BOX 375		WOODLEAF	NC	27054	Tag Surrender	184274238	$80.28
COKELEY, DAVID WAYNE	167 N BELLWOOD RD		SALISBURY	NC	28146	Vehicle Sold	184120858	$182.34
COLWELL, STEVEN JAMES	121 STERLING CT		SALISBURY	NC	28144	Vehicle Sold	277359174	$56.28
CORWIN, JOHN CHARLES	1212 BRID DOG TRL		ROCKWELL	NC	28138	Vehicle Sold	184121000	$264.96
DAVIS, CANDACE ANGELICA	102 PINE CT		CHINA GROVE	NC	28023	Vehicle Totalled	183758480	$90.58
EDWARDS, CONNIE LAFRAGE	1105 KINGSWAY DR		SALISBURY	NC	28146	Vehicle Sold	183758474	$8.16
FITE, JAMIE LEE	320 N ZION ST		LANDIS	NC	28088	Vehicle Sold	275637705	$203.88
FOURNIER, KRISTEN MICHELLE	7575 POP BASINGER RD		ROCKWELL	NC	28138	Vehicle Sold	184354040	$183.32
GONZALEZ, JEORGINA GODINEZ	6621 WRIGHT RD		KANNAPOLIS	NC	28081	Vehicle Sold	184120880	$245.82
GULLEDGE, MELISSA REBECCA	5630 NC 152 W		CHINA GROVE	NC	28023	Situs error	368966304	$61.10
GUNTER, SUNSHINE MIKISHA	2035 ORGAN CHURCH RD		ROCKWELL	NC	28138	Vehicle Sold	183758476	$98.39
HEATH, BILLY LANE	115 BEECHWOOD DR		SALISBURY	NC	28147	Vehicle Sold	184354068	$35.03
HOPKINS, LORINE STRUMS	2308 GINNIE SPRINGS DR		KANNAPOLIS	NC	28081	Situs error	458577585	$6.54
HOSINSKI, CATHERINE DENISE	202 FORREST DR		SALISBURY	NC	28147	Vehicle Sold	183758464	$35.59
JOHNSON, LATONYA LIPSCOMB	283 WATER MILL RD		KERNERSVILLE	NC	27284	Situs error	368966624	$74.77
KINLEY, JAMES GREGORY	2555 NEEDMORE RD		WOODLEAF	NC	27054	Vehicle Sold	184274228	$25.28
LOMAX, BARBARA L	120 JIBSAIL RD		SALISBURY	NC	28146	Vehicle Sold	183758574	$114.13
MCCLENDON, DIANA CAMILLE	903 NUNNERY LN		KANNAPOLIS	NC	28081	Vehicle Totalled	277359120	$28.22
MESSER, CHARLES EDWARD JR	10950 TWONOTCH RD		COLUMBIA	SC	29045	Reg . Out of state	183758492	$26.27
PAKAY, FRANK CARL JR	160 WORTHINGTON DR		MOUNT ULLA	NC	28125	Vehicle Sold	183917910	$173.79
PATINO, HECTOR TAMAYO	421 INVERNESS LN		SALISBURY	NC	28146	Vehicle Sold	276181350	$153.11
PORTABLE STORAGE & MORE LLC	120 BARN VIEW LN		WOODLEAF	NC	27054	Tag Surrender	184120868	$39.54
PRESLAR, INES	301 PARK GQ AVE		GRANITE QUARRY	NC	28146	Situs error	368114444	$97.87
PRESLAR, INES	275 ARCHER VIEW LN		SALISBURY	NC	28146	Situs error	276085836	$12.45
RAMSEY, JANICE NICOLETTE	108 QUARRY WAY		SALISBURY	NC	28146	Vehicle Sold	184421188	$49.64
SHERMAN, BYRON KEITH	PO BOX 528		BENNETTSVILLE	SC	29512	Reg . Out of state	184120898	$8.86
SHERMAN, MARY RALSTON	PO BOX 528		BENNETTSVILLE	SC	29512	Reg . Out of state	184120884	$3.13
STIREWALT, JANTZEN CARL	165 RIVERWALK DR		SALISBURY	NC	28146	Vehicle Sold	184657324	$164.41
STOUT, WILLIAM BUCKLEY	240 ARANT RD		CHINA GROVE	NC	28023	Vehicle Sold	183608356	$17.13

Tax Collector Batch#342 48

Tax Collector

Munis 6/6/23
Novus Agenda 6/7/23

MAY 2023 TYLER REFUNDS

Refund Name	Owner Name 2	Refund Address 1	ADDRESS 2	CITY	STATE	ZIP	SITUS	PARID	Refund
ALLISON RONALD JAY		1150 WETMORE RD		WOODLEAF	NC	27054-9774	1150 WETMORE RD	810 044	15.96
ARBELAEZ RAUL ERNESTO	ARBELAEZ ANN M	295 MONTEGO LN		SALISBURY	NC	28147-8586	PERSONAL PROPERTY	983410	50.97
ROBBINS TERRIA		116 ISENHOUR ST ES		SALISBURY	NC	28144	529 S RAILROAD AVE	026 00201	18.87
PHH MORTGAGE SERVICES	CRAWFORD WANDA MICHELLE	P.O. BOX 5452		MT. LAUREL	NJ	08054-5452	430 WINDY HILL DR	754 051	1,036.79
PHH MORTGAGE SERVICES	CRAWFORD WANDA MICHELLE	P.O. BOX 5452		MT. LAUREL	NJ	08054-5452	430 WINDY HILL DR	754 051	63.21
HUYNH DANIEL DIEN & WF	HUYNH DANICA THANH	423 GROVE ST		SALISBURY	NC	28144	423 GROVE ST	006 007	1,140.84
JONES HEATHER GREENE		120 JANE RD		SALISBURY	NC	28146-5051	PERSONAL PROPERTY	120031	35.45
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063-0156	315 N KIMMONS ST	107 008	54.40
CORELOGIC TAX SERVICES LLC		3001 HACKBERRY ROAD		IRVING	TX	75063-0156	315 N KIMMONS ST	107 008	824.44
CORELOGIC TAX SERVICES LLC	HAMMILL DONNA C	3001 HACKBERRY ROAD		IRVING	TX	75063-0156	0 W OLD INNES ST	020 115	1.79
CORELOGIC TAX SERVICES LLC	HAMMILL DONNA C	3001 HACKBERRY ROAD		IRVING	TX	75063-0156	112 LLOYD ST	020 117	1.19
CORELOGIC TAX SERVICES LLC	LAIDLAW DIANE HARRINGTON	3001 HACKBERRY ROAD		IRVING	TX	75063-0156	955 ROY CLINE RD	438 080	1.61
LION PETRO LLC	THE POP SHOPPE	1831 W INNES ST		SALISBURY	NC	28144-2509	1831 W INNES ST	A2119	30.00
COSTNER LAW OFFICE, PLLC	MACQUEEN CHRISTINA M	10735 DAVID TAYLOR DRIVE SUITE 200		CHARLOTTE	NC	28262	PERSONAL PROPERTY	127611	1.54
MCNELIS THOMAS E	MCNELIS SHARON L	150 BASS RUN		SALISBURY	NC	28146-9092	150 BASS RUN	619 050	146.10
LANCASTER, TROTTER & POE, PLLC	ATTORNEYS AT LAW REAL ESTATE TRUST ACCOUNT #5	4430 PARK ROAD		CHARLOTTE	NC	28209	1033 SHORT ST	012 136A	14.19
MISENHEIMER TRUCKING INC		9820 STOKES FERRY RD		GOLD HILL	NC	28071-9708	9820 STOKES FERRY RD	167930	738.54
PEACOCK SHEILA DOUGLAS		16117 129TH AVE		JAMAICA	NY	11434-2921	328 CLANCY ST	331B10002	39.69
24HOUR CLOSING	REAL ESTATE TRUST ACCOUNT	1320 MATTHEWS-MINT HILL ROAD		MATTHEWS	NC	28105	917 S RAILROAD ST	018 016	19.12
RHAMES THADDIUS CEDEWA		938 FAIRMONT AVE		SALISBURY	NC	28144-6132	PERSONAL PROPERTY	142823	55.93
RINEHARDT JACKIE V	RINEHARDT SYLVIA H	475 HENDERSON DR		ROCKWELL	NC	28138-8464	440 HENDERSON DR	375 054	226.94
RINEHARDT JACKIE V	RINEHARDT SYLVIA H	475 HENDERSON DR		ROCKWELL	NC	28138-8464	440 HENDERSON DR	375 054	92.31
RINEHARDT JACKIE V	RINEHARDT SYLVIA H	475 HENDERSON DR		ROCKWELL	NC	28138-8464	475 HENDERSON DR	375 055	322.75
ROWAN COUNTY AGRICULTURAL &	INDUSTRIAL FAIR ASSOC INC	PO BOX 66		SALISBURY	NC	28145-0066	1550 JULIAN RD	402 088	11.98
RUDISELL NESBIT LAMONT		907 HAWKINSTOWN RD		SALISBURY	NC	28144-7569	907 HAWKINSTOWN RD	324 03109	207.06
JONES JEAN		7460 BRINGLE FERRY RD		SALISBURY	NC	28146-7154	PERSONAL PROPERTY	151937	33.18
JONES JEAN		7460 BRINGLE FERRY RD		SALISBURY	NC	28146-7154	560 STARNES RD	641 048	45.01
NANCE & OVERBEY PLLC	IOLTA TRUST ACCOUNT	214 E INNES STREET		SALISBURY	NC	28144	329 MUIRFIELD WAY	326H059	4,420.73
VASQUEZ DANIEL ESCALANTE		38 CURRY ST		LEXINGTON	NC	27292-4118	PERSONAL PROPERTY	185049	73.00
THE KANIA LAW FIRM #21806		82 PATTON AVE SUITE 500		ASHEVILLE	NC	28801	2720 STATESVILLE BLVD	330 042	832.50
THE KANIA LAW FIRM #21806		82 PATTON AVE SUITE 500		ASHEVILLE	NC	28801	2720 STATESVILLE BLVD	330 042	832.50
RETERA ABRAHAM W JR		17555 TUSCANY LANE		CORNELIUS	NC	28031	604 E KETCHIE ST	103 120	26.66
									11,415.25

Batch # 344 (32)

Tax Collector

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Sole-Source Tyler Technologies EnerGov

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

The EnerGov Program offers managing, permitting, licensing, and asset management for many Rowan County Departments. Previously approved by the BOC on July 18, 2022; Agenda Item M. The County respectfully request to continue to utilize EnerGov Assist and E-Review software which provides reporting, forms and support for Planning, Building Inspections, Environmental Health and by mid-fiscal Fire Inspections for the Tyler EnerGov software platform. FY24 Not to Exceed $63,550.95

Attached quote from Tyler Technologies.

Board of Commissioners to approve the sole-source and authorize the County Manager to approve the contract with Tyler Technologies EnerGov for FY24; not to exceed $63,550.95.

ATTACHMENTS:

Description	Upload Date	Type
Contract	6/7/2023	Cover Memo

Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE
PROFORMA

Company	Order No.	Date	Page
025	177403	02/28/2023	1 of 1

To: ROWAN COUNTY
130 WEST INNES STREET
SUITE 310
SALISBURY, NC 28144
United States

Ship To: ROWAN COUNTY
130 WEST INNES STREET
SUITE 310
SALISBURY, NC 28144
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 44457		Net 30	USD	MISC	

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: ROWAN COUNTY								
1	Renewal: Software Support & Maintenance: EnerGov Desktop **Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months** :	No	1	1	EA	8,463.75	.00	8,463.75
2	Renewal: Software Support & Maintenance: EnerGov iG Workforce **Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months**	No	1	1	EA	1,627.26	.00	1,627.26
3	Renewal: Software Support & Maintenance: EnerGov iG Inspect **Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months**	No	1	1	EA	2,306.51	.00	2,306.51
4	Renewal: Basic Network Support Service **Maintenance: Start: 07/01/2023, End: 06/30/2024; Term: 12 months** :	No	1	1	EA	3,299.68	.00	3,299.68
5	Renewal: EnerGov Assist Complete **Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months**	No	1	1	EA	34,728.75	.00	34,728.75
6	Renewal: Tyler System Management Services Contract **Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months**	No	1	1	EA	2,625.00	.00	2,625.00
7	Renewal: eReviews **Maintenance Plan: ; Start: 07/01/2023, End: 06/30/2024; Term: 12 months**	No	1	1	EA	10,500.00	.00	10,500.00

Does not include any applicable taxes **Order Total:** 63,550.95

Comments: **Upon acceptance please email your purchase order to PO@tylertech.com**

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Aaron Church, County Manager
DATE:	6/19/23
SUBJECT:	County Manager Multi-Rater Assessment

In January 2019 Aaron Church became a Credentialed Manager through the International City / County Managers Association (ICMA). This requires 40 hours of professional development every year. To maintain the ICMA credential manager must complete a multi-rater assessment within the first five years.

The purpose of this agenda item is to request that the Board of Commissioners authorize the County Manager to use county funds to pay for the multi-rater assessment for himself.

MOTION: Authorize the County Manager to use county funds to pay for a multi-rater assessment for himself not to exceed $500.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Don Bringle; Parks & Recreation Director
DATE:	6/19/2023
SUBJECT:	Sole-Source Vulcan Material, Toysmith, & Aurora

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Facilities Management:
Vulcan Material: Sign Tech has contacted several companies for purchasing street sign road blanks. None will punch holes into sign blades or poles except for Vulcan. There is only one staff person at Facilities with no other resources being able to punch holes.

Parks and Recreation:
Toysmith: Plush toys for Hurley Station are purchased from this wholesale company. All other avenues that we can purchase charge resale price not wholesale.

Aurora: Novelties items for Hurley Station are purchased from this wholesale company. All other avenues that we can purchase charge resale price not wholesale

Facilities Management, Parks and Recreation Director and Purchasing Director recommends that the Board of Commissioners authorize the Purchasing Director to approve "sole-source" purchases with Vulcan Aluminum, Toysmith and Aurora during FY24.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Alyssa Harris; Public Health Director
DATE:	6/19/2023
SUBJECT:	Sole-Source Patagonia - HOPE Program

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

The Rowan County Health Department has contracted with Patagonia Health, since 2015, to use their subscription services that allow the health department to maintain patient Electronic Medical Record/Practice Management Systems. The County is requesting to enter into an agreement with Patagonia Health for services and access to Protected Health Information (PHI) under the HIPAA Business Associate Agreement.

The Contract will allow setup of Vendor Repository software to ensure patient records are kept safe for the HOPE program through the Rowan County Health Department. Initial payment of $5,300.00 in July of 2023 and a monthly payment of $570 beginning in September of 2023; for a total cost for FY24 of $11,000.00.

Attached is the unsigned agreement with Patagonia Health.

Board of Commissioners to approve sole source for Patagonia Health and authorize the Health Department Director to approve the HIPAA Business Associate Agreement with Patagonia Health in the amount Not to exceed $11,000.00, FY24.

ATTACHMENTS:

Description	Upload Date	Type

Contract 6/8/2023 Cover Memo

1. Sales Agreement

Presented to

Rowan County HOPE Program
3/28/2023

Presented by

Patagonia Health, Inc.

15100 Weston Parkway, Suite 204
Cary, NC 27513

Contact
Noah Meltzer
O: 919-439-8299
Noah@patagoniahealth.com

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919.238.4780 | info@patagoniahealth.com

This "Agreement" comprises the below "HIPAA Business Associate Agreement," the attached "Subscriber Services Agreement," and the attached "Order Form," is effective as of this the _____ day of _____ , 20 ("Service Effective Date"), and is made by and between Patagonia Health, Inc., a Delaware corporation, with offices at 15100 Weston Parkway, Suite 204, Cary, North Carolina, 27513 ("Business Associate," "Vendor," or "Patagonia Health") and, **Rowan County Hope Program** ("Client" or "Subscriber") located at 130 W Innes Street Salisbury, NC 28144.

HIPAA BUSINESS ASSOCIATE AGREEMENT

WITNESSETH

WHEREAS, in connection with the goods and/or services provided to Client, Business Associate may be given or otherwise have access to Protected Health Information ("PHI"), as that term is defined in 45 CFR Part 160.103; and

WHEREAS, Business Associate and Client intend to protect the privacy and provide for the security of any PHI disclosed to Business Associate, or to which Business Associate may have access, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, as part of the HIPAA Regulations, the Privacy Rule that is codified at 45 CFR Parts 160 and 164 requires Client to enter into a contract containing specific requirements with Business Associate prior to the disclosure of or providing access to PHI as set forth in the Privacy Rule, including without limitation 45 CFR Sections 164.502(e) and 164.504(e).

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Client and Business Associate agree as follows:

1. Definitions

Terms used, but not otherwise defined, in this HIPAA Business Associate Agreement shall have the same meaning as those terms as set forth in HIPAA and the HIPAA Regulations.

2. Requirements

1. Business Associate agrees to not use or further disclose Protected Health Information received from Client other than as permitted or required by this HIPAA Business Associate Agreement, or as required by law.

2. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of any Protected Health Information other than as provided for by this HIPAA Business Associate Agreement, and to maintain the integrity and confidentiality of any Protected Health Information created, received, maintained or transmitted by Business Associate on behalf of Client.

3. Business Associate agrees to report to Client immediately any and all security incidents resulting in a breach of security involving Protected Health Information.

4. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this HIPAA Business Associate Agreement or applicable law.

5. Business Associate agrees to report to Client any use or disclosure, or improper or unauthorized access, of the Protected Health Information not provided for by this HIPAA Business Associate Agreement.

6. Business Associate agrees that any agent, including a subcontractor, to whom it provides Protected Health

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Information, received from, or created or received by Business Associate on behalf of Client, shall be subject to obligations of confidentiality with respect to such information at least as protective of the Protected Health Information as provided under this HIPAA Business Associate Agreement.

7. Business Associate agrees to provide access, at the request of Client, during normal business hours, to Protected Health Information in a Designated Record Set, to Client or, as directed by Client, to an Individual in order to meet the requirements under 45 CFR Part 164.524.

8. Upon written request, Business Associate agrees to make any internal practices, books, and records maintained in the ordinary course of business and relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Client available to Client, or at the request of Client, to the Secretary of Health and Human Services, or its designee, in a time and manner designated by Client or the Secretary, for purposes of the Secretary determining Client's compliance with applicable law, including without limitation, HIPAA and HIPAA Regulations.

9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.

10. Business Associate agrees to provide to Client or an Individual, in the time and manner designated by Client, information collected in accordance with this HIPAA Business Associate Agreement, to permit Client to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR Part 164.528.

11. Business Associate agrees to report to Client any security incidents of which Business Associate becomes aware regarding Electronic Protected Health Information.

3. Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to Client, as permitted under this HIPAA Business Associate Agreement. In addition:

1. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration or to carry out any present or future legal responsibilities of Business Associate.

2. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are required by law, or provided that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or only for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3. Except as otherwise limited in this HIPAA Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services as permitted by 42 CFR Part 164.504 (e)(2)(i)(B).

4. The provisions of this HIPAA Business Associate Agreement shall not apply to Protected Health Information that Business Associate may receive from any source outside the scope of this HIPAA Business Associate Agreement or independent of its relationship with Client.

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4. Term and Termination

1. Term. The Term of the obligations this HIPAA Business Associate Agreement shall become effective on the date of execution by Client, and shall terminate when all of the Protected Health Information provided by Client to Business Associate, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession, is destroyed or returned to Client.

2. Termination for Cause. Upon Client's knowledge of a material breach by Business Associate, Client shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach or end the violation within such reasonable time, Client may terminate this HIPAA Business Associate Agreement.

5. Effect of Termination

1. Upon termination of this HIPAA Business Associate Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Client, or created or received by Business Associate on behalf of Client, or otherwise in Business Associate's possession. Business Associate shall retain no copies of the Protected Health Information in any form.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Client notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit any further uses and disclosures of such Protected Health Information to only those purposes that make the return or destruction infeasible.

6. Miscellaneous

1. Regulatory References. A reference in this HIPAA Business Associate Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

2. Amendment. The parties agree to take such action as is necessary to amend this HIPAA Business Associate Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA and the HIPAA Regulations.

3. Interpretation. Any ambiguity in this HIPAA Business Associate Agreement shall be resolved in favor of a meaning that permits Client to comply with HIPAA and the HIPAA Regulations.

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SUBSCRIBER SERVICES AGREEMENT

Introduction: Vendor has developed a subscription service as described herein (the “Service”) which provides services that enable medical professionals and their staffs to maintain their patient Electronic Medical Record / Practice Management Systems (the “Records”) within the Vendor Electronic Medical Record / Practice Management System Software (the “Software”) through Vendor’s secure network (the “Network”) using the Vendor database repository (the “Repository”). Subscriber is an Organization which provides diagnostic and other medical services to patients. Subscriber and Vendor (the “Parties”) desire for Vendor to provide Services to Subscriber under the terms set forth herein.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Service Provisions

1.1 Software

1. Vendor grants to Client non-exclusive and non-transferable rights to access and use the Service, subject to the terms and conditions below.

2. In consideration of the payments made in accordance with this Agreement, Vendor grants to the Subscriber non- exclusive, royalty-free, personal, non-transferable rights to access and use during the term of this Agreement to allow its Users (as defined in Section 1.3(b)) to use the Software only in connection with the Service. Subscriber shall ensure that its Users do not, copy, reverse engineer, decompile or disassemble the Software or use it for any purposes other than those expressly authorized herein.

3. Except as represented in this Agreement, all work products are provided "as is", including forms, and the Subscriber will have access to purchased functionality as it exists as of the date of contract execution. Any custom work requested beyond existing functionality will be charged, once approved by the Subscriber, at $180/hr, plus a maintenance fee if applicable, or at the then prevailing rates. Vendor reserves the rights and final say on technical, architectural, functional, and process related decisions as it relates to the solution. Vendor reserves the right to decline sharing of any sensitive or proprietary information related to the solution or organization. Such details include, but are not limited to, documentation of internal policies, procedures and processes, technical diagrams, product design, internal audits, internal performance metrics, and internal hardware and software details. Vendor reserves the rights and full control over Vendor's internal policies, procedures, and processes, including relationships with business partners and subcontractors.

1.2 Internet Connection

Subscriber shall have sole responsibility to contract for, install, and maintain during the term of this Agreement an Internet connection which will enable the Records updated by Subscriber of its patients to be transmitted via the Internet to the Vendor Network (as defined in Sec. 1.3(c, d). The internet connection shall be established by installation date and shall be comparable with that specified and updated from time to time by Vendor.

1.3 Service

During the term of this Agreement, in consideration of Subscriber’s payment of the appropriate fees as set forth on the Order Form and Subscriber’s compliance with the provisions herein, Vendor shall provide the Service as follows:

1. Vendor shall provide services as for Subscriber’s personnel who are authorized by Subscriber in writing to Vendor (“Named Users”) in the use of the Software as it relates to the Services as set forth in the Order Form.

2. Vendor shall provide initial training for Subscriber’s personnel who are authorized by Subscriber in writing to

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Vendor ("Named Users") in the use of the Software as it relates to the Services as set forth in the Order Form. Additional training requested by Subscriber shall be at the then-current hourly rate charged by Vendor. Subscriber shall allow only Named Users who have received proper training to utilize the Software and Vendor Network, and shall allow access only through passwords which comply with password requirements provided by Vendor. Subscriber shall protect, and ensure that its Named Users protect, the confidentiality of User passwords.

3. Users shall use the Software to transmit and update Records in the Vendor Repository via the internet connection through the Network.

4. Users shall use the Software to review Records in the Vendor Repository via the internet connection through the Network.

1.4 Support

Vendor agrees to provide support subject to Subscriber's payment of the applicable support fees as follows:

1. Help desk support shall be provided during Vendor's standard help desk hours, with Vendor's recognized holidays excluded. "Help desk support" is defined as reasonable telephone support, which ranges from addressing simple application questions to providing in-depth technical assistance.

2. Vendor shall, in its sole discretion, provide periodic releases of the Software which include enhancements and corrections, as applicable.

3. Vendor shall be responsible for maintaining only the current and next most current release of the Software.

4. Vendor shall not be responsible for technical support, or liable for breaches of warranty, for issues caused by any third-party hardware, software or connections, including the internet connection, by Subscriber's failure to maintain the most up-to-date anti-virus software.

2. Payment

Subscriber shall pay Vendor for Service as indicated on the Order Form. Subscriber will pay monthly for Service via automatic bank debit. Subscriber will provide necessary details on Debit Authorization Form. Vendor reserves the right to suspend Services upon five (5) days written notice to Subscriber until payment of overdue amounts is made in full. Vendor may adjust billing for actual user count on the first day of each (annual) anniversary from the Service Effective Date.

3. Limited Warranties

3.1 Vendor Warranties

Vendor warrants to Subscriber:

1. That the Service will function during the term of this Agreement substantially in accordance with the Service specifications provided to Subscriber by Vendor from time to time. Subscriber shall promptly notify Vendor in writing (as defined in Section 9.4) of the details of any material non-conformance to such Service specifications, and Vendor shall use commercially reasonable efforts to promptly correct or re-perform any Services to remedy such non-conformance of which it is so notified at no charge to Subscriber.

2. That it has, and will have during the term of this Agreement, all necessary rights to enter into and perform its obligations under this Agreement and to provide the Services as set forth in this Agreement, and that the Services shall be performed in accordance with all applicable laws and regulations.

3. That it will comply with privacy requirements as listed in the HIPAA Business Associate Agreement.

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3.2 Subscriber Warranties

Subscriber warrants to Vendor:

1. That Subscriber has, and will have during the term of this Agreement, all necessary rights, title and license to enter into and perform its obligations under this Agreement, including the rights to use all software, and connections, including the internet connection.

2. That Subscriber will comply with all applicable laws and regulations in the use of vendor's software, as well as Subscriber's clinical and ethical standards, policies and procedures, and industry standards, in handling Protected Health Information (PHI), as defined by Privacy Regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") as they relate to individuals, and that Subscriber has all necessary rights and consents from individuals whose Records are transmitted over the Vendor Network for the purposes set forth herein.

4. Disclaimers

Subscriber acknowledges that factors beyond the reasonable control of Vendor, including without limitation, non-conformance with the Service functions by Subscriber or its personnel, or software, hardware, services or connections supplied by third parties, may have a material impact on the accuracy, reliability and/or timeliness of the compliance of the Services with the Service specifications. Notwithstanding any contrary provisions of this Agreement, in no event shall Vendor be responsible for any non-conformities, defects, errors, or delays caused by factors beyond the reasonable control of Vendor. The warranties expressly set forth in this section are the only warranties given by either party in connection with this Agreement, and no other warranty, express or implied, including implied warranties of merchantability, title, and fitness for a particular purpose, will apply.

5. Intellectual Property

Subscriber acknowledges and agrees that between the Parties, Vendor exclusively owns all rights to the Software, the Vendor Network, the Service, all materials, content and documentation provided by Vendor, and all derivatives to and intellectual property rights in any of the foregoing, including without limitation, patents, trademarks, copyrights, and trade secrets. Subscriber shall promptly advise Vendor of any possible infringement of which Subscriber becomes aware concerning the foregoing. Vendor acknowledges and agrees that, between the parties, Subscriber owns all data submitted by Subscriber or its personnel to Vendor or the Vendor Network.

6. Confidentiality

Each party agrees: (a) that it will not disclose to any third party or use any confidential or proprietary information disclosed to it by the other party (collectively, "Confidential Information") except as necessary for performance or use of the Services or as expressly permitted in this Agreement; and (b) that it will take all reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control, which will in no event be less than the measures it uses to maintain the confidentiality of its own information of similar importance. "Confidential Information" shall include all non-public information of either party disclosed hereunder, including without limitation, the Software, technical information, know-how, methodology, information relating to either party's business, including financial, promotional, sales, pricing, customer, supplier, personnel, and patient information. "Confidential Information" will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party knew prior to receiving such information from the disclosing party; or (iv) develops independently without use of or resort to the other party's Confidential Information. Subscriber consents in advance to the use of Subscriber's name and logo as a customer reference in Vendor marketing materials and other promotional efforts in connection with Service.

7. Term and Termination

This Agreement shall be in effect for an initial five-year term from the Service Effective Date. The term of this Agreement shall automatically renew for subsequent five-year periods unless either party notifies the other in writing at least three months prior to the end of the then-current term of its intent not to renew. Upon termination or expiration of this

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Agreement, Subscriber's right to use the Service or access the Vendor Network shall cease and each party shall return to the other party or destroy, with the consent of the disclosing party, all Confidential Information of the disclosing party. Upon termination for any reason, Subscriber shall pay Vendor all amounts incurred for Services performed prior to the effective date of termination and all amounts due for remaining term of the Agreement. All payments made are non-refundable. Upon termination and if subscriber is current on payments, Vendor shall provide subscriber their data in a federally defined Continuity of care Document CCDA format, at no additional cost. If requested by Subscriber, Vendor can provide additional data extraction services at additional cost.

8. Limitation of Liability

In no event will either party be liable for any damages for loss of use, lost profits, business loss or any incidental, special, or consequential damages whether or not such party has been advised of the possibility of such damages. except for each party's indemnification obligations herein, each parties' rights with regard to intellectual property, confidentiality obligations pursuant to section 6, and excluding subscriber's payment obligations pursuant to this agreement, in no event shall either party's liability in connection with or arising out of this agreement or the services exceed the service fees for three (3) months paid to Vendor by subscriber prior to the date the claim arose. Subscriber shall indemnify Vendor and hold Vendor harmless against any and all claims, demands, actions, or causes of action arising from, related to, or alleging negligence or other wrongful conduct in the diagnosis or treatment of any patient.

8.1 Insurance: During the entire term of this Agreement, Vendor shall maintain, at its own expense, insurance in the following minimum amounts and classification:

LIMITS OF LIABILITY

Workmen's Compensation and Employer's Liability

Workers' Compensation	AS REQUIRED BY STATUTE
Employer's Liability	$100,000 bodily injury for each accident
	$100,000 each employee for disease $500,000 disease aggregate

Commercial General Liability

Bodily Injury	$1,000,000 each occurrence $2,000,000 aggregate

Comprehensive Automobile Liability

Combined Limit	$1,000,000

Technology Errors & Omissions and Cyber Liability including Identity Theft, Information Security and Privacy Injury

$5,000,000 each wrongful act and aggregate

All insurance policies required must be from an insurance carrier licensed to do business in the State of Subscriber. Vendor agrees to furnish proof of required insurance to the Subscriber when requested.

9. General Provisions

9.1 Assignment

Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent except in the event of an assignment pursuant to the sale of all or substantially all of the assigning party's business or assets.

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Any attempt by either party to assign this Agreement other than as permitted above will be null and void.

9.2 Force Majeure
Vendor will not be responsible for any failure to perform due to causes beyond its reasonable control, including, but not limited to, acts of God, war, riot, failure of electrical, internet or telecommunications service, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises.

9.3 Arbitration and Governing Law
All claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and finally decided by mandatory and binding arbitration to be conducted in Monroe in accordance with the Arbitration Rules of the American Arbitration Association currently in effect as of the date of filing of any claim for arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina without regard to its conflicts of law principles.

9.4 Notice
Any notice under this Agreement will be in writing and delivered by personal delivery, overnight courier, or certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, two (2) days after deposit with overnight courier or five (5) days after deposit in the mail. Notices will be sent to the Parties to addresses stated in this Agreement, or such other address or designee provided in writing by Parties.

9.5 No Agency
The Parties are independent contractors and will have no power or authority to assume or create any obligation or responsibility on behalf of each other. This Agreement will not be construed to create or imply any partnership, agency, or joint venture.

9.6 Waiver
No failure or delay by any party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall operate as any waiver of any such right, power, or remedy.

9.7 Severability
If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

9.8 Survival
The following provisions shall survive any termination or expiration of this Agreement: All definitions, and Sections 4 through 9.

9.9 Marketing
Client provides permission for use of Client's name in Vendor's marketing material including videos and case studies.

9.10 Entire Agreement
This Agreement, constitutes the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding any prior agreements and communications (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by mutual agreement of both Parties.

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ORDER FORM

Patagonia Health Electronic Health Record Solution	Quantity
Solution: • Base System: complete, end to end, patient registration, electronic charting, billing and reporting system. Enter data once and it auto-populates throughout the system. • Includes Federally certified EHR. Ensures EHR meets all the federal standards including, but not limited to, stringent privacy, security requirements and clinical quality measures. • Web based (Software as a Service SaaS) EHR eliminates the need for cost and maintenance of servers on customer premises. • Connectivity to clearinghouse, no separate or additional clearinghouse EDI charges. • Includes upgrades to ICD, CPT and DSM codes, no separate or additional charges for codes or upgrades • Patient portal, no separate or additional charges for users	10 Named Users
• Two-factor Authentication	Included
• Secure Messaging	Included
• Communicator App	Included
• Electronic Patient Consent Forms with Editor Tool	Included
• Group Notes	Included
Implementation • A Patagonia Health Project Manager will be assigned to work with you through the Implementation Process • System Setup and Configuration: Patagonia Health will set up customer complete EHR (including any calendar, sliding fee scale, programs, clinical templates, billing and connectivity to clearinghouse) based on customer need. • Data Migration: Import of customer provided Client Demographic data	Included
Training • 24 hours of remote, web-based, training with a live Training Specialist o On-site training is available at an additional fee • Video tutorials are available within the solution for post-live refreshers	Included
Support • All Support is run out of our Cary, North Carolina office • Our Customer Service Support Department can be contacted via email, phone, or online	Included

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Pricing

- One-time fees for Implementation and Training: **$5,300**
- Monthly Subscription Fees: **$570**
    - First 2 months are free. Monthly payments start 1st day of 3rd month from the contract sign date.
- All fees including monthly subscription fees will increase, at the beginning of each year, by either 4% or US CPI whichever is higher.

Additional Notes

- If interfaces are included on this agreement, the availability of interfaces are contingent on the ability and / or cooperation of the third-party system.
- The Patagonia Health System includes a wide library of forms for you to access and use. Custom forms development will be charged at the following rates:
    - $500 for the first page
    - $250 for each additional page
- Once a form is created and accepted by the customer, additional changes will be charged at $200 per hour with a one hour minimum.
- Vendor may adjust billing for actual named user count at the beginning of each month. Subscriber is responsible for managing and keeping current all active and inactive users in the Vendor system.
- All professional service fees, after first year, charged at the then current rate.
- Implementation services will begin once the initial payment is received.

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PAYMENT SCHEDULE OPTIONS:

OPTION A *(Payment Terms):*	Initial to Accept Option A: _____
(a) Upfront Payment (implementation, training and first month's payment):	$5,300 *(Due within 30 days of contract date)*
(b) Ongoing Monthly. First 2 months free. Each monthly Payment:	$570
(c) Total First Year Payments	**$11,000**

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ACH PREAUTHORIZED PAYMENTS (DEBITS)

Starting from date __/__/ 20__, I hereby authorize Patagonia Health Inc. to initiate debit entries or such adjusting entries, either debit or credit which are necessary for corrections, to my Checking _____Or Savings _____ account indicated below and the financial institution named below to credit (or debit) the same to such account.

FINANCIAL INSTITUTION NAME CITY, STATE

TRANSIT/ROUTING NUMBER ACCOUNT NUMBER

I understand that this ACH authorization will be in effect until I notify my financial institution in writing that I no longer desire ACH, allowing it reasonable time to act on my notification. I also understand that if corrections in the debit amount are necessary, it may involve an adjustment (credit or debit) to my account.

I have the right to stop payment of a debit entry by notifying my financial institution before the account is charged. If an erroneous debit entry is charged against my account, I have the right to have the amount of the entry credited to my account by my financial institution. I agree to give my financial institution a written notice identifying the entry, stating that it is in error, and requesting credit back to my account. I will provide this written notice within 45 days after posting.

NAME

PRACTICE NAME

SIGNATURE DATE

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative.

SIGNATURES:

Vendor (Patagonia Health, Inc.)

Signature:

Name: Ashok Mathur

Title: CEO

Email:

ashok@patagoniahealth.com

Phone: (919) 622-6740

Client

Signature:

Date:

Name:

Title:

Phone:

Fax:

Email:

Cell:

Email for Invoices:

FORM INSTRUCTIONS

1. Please review and fill out the agreement.
2. Signed Sales Agreement can be either faxed to Patagonia Health, Inc., at F: (919) 238-7920 Or emailed to sales@patagoniahealth.com Or mailed to Patagonia Health Inc., 202, Midenhall Way, Cary, NC 27513
   (Note Business address is: 15100 Weston Parkway, Suite 204, Cary, NC 27513)

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Please call your representative with any question.

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ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Randy Cress; Assistant County Manager
DATE:	6/19/2023
SUBJECT:	Addendum E to Systel Business Equipment Co., Inc.

Rowan County entered into an agreement for managed print services on July 1, 2016 with Systel Business Equipment Co., Inc. (Systel). The County and Systel wish to extend this agreement for one (1) year, for equpment and Papercuts, until June 30, 2024. The cost per copy will remain the same, $.0137 b/w and $.045 color for the term and PaperCuts remains the same at $933 per month for the term. After June 2023 the County will be invoiced at a rate of .0162 per page.

The estimated yearly cost is $165,400.

Attached is Addendum E.

Board of Commissioners authorize the County Manager to sign Addendum E for copy/print management services with Systel Business Equipment Co., Inc. to extend the term by one (1) year for an amount not to exceed $165,400.

ATTACHMENTS:

Description	Upload Date	Type
Addendum	6/8/2023	Cover Memo

Addendum E to Copy/Print Management Services Agreement

Systel Business Equipment Co., Inc. ("Systel") or ("Vendor") and Rowan County or ("Agency") have an existing Agreement for Copy/Print Management ("Agreement") dated July 1, 2016. The parties wish to modify the Agreement with this document ("Addendum") which hereby alters and becomes essential to the Agreement. To whatever extent the Addendum contradicts or revises the Agreement, the Addendum supersedes and controls.

Systel Business Equipment Co., Inc. ("Systel") or ("Vendor") and Rowan County or ("Agency") have an existing Agreement for Managed Print Services dated July 1, 2016 ("Agreement"). The parties wish to modify the Agreement with this document ("Addendum") which hereby alters and becomes essential to the Agreement. To whatever extent the Addendum contradicts or revises the Agreement, the Addendum supersedes and controls.

Parties wish to extend the term for a period of one (1) year for the equipment and PaperCut, which gives an updated expiration date of June 30, 2024.

Cost per page remains the same, .0137 b/w and .045 color for the term.
PaperCut remains the same at $933 per month for the term.

Printers added after June 2023 will be invoiced at a rate of .0162 per page.

This agreement is not to exceed $165,400 per year.

Systel Business Equipment Co., Inc	Rowan County
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jody Farrow-Bennett; Purchasing Director & Sheriff Travis Allen ; Sheriff's Office
DATE:	6/19/2023
SUBJECT:	Amendment No. 1 - David Schlang

Rowan County Sheriff's Office has a current contract with David Schlang for Door Lock Maintenance at the Detention Center and Annex. The County is requesting a second amendment without a price increase for FY24.

The amendment extends the agreement by an additional one-year term, ending June 30, 2024. Total cost for fees on the scheduled quarterly maintenance not to exceed $45,504.00. As current locks fail and repair/replacement parts are unavailable, quotes are required to be submitted and approved for total replacement of door locks. Change orders will be required, funds are not included in the current maintenance fee schedule.

Attached is an unsigned amendment #1.

Board of Commissioners authorize County Manager to approve Amendment #1 for scheduled quarterly maintenance, not to exceed $45,504.00 for FY24; and authorize the Finance Director to approve change orders for lock replacements.

ATTACHMENTS:

Description	Upload Date	Type
Amendment #1	6/8/2023	Cover Memo
Original Contract	6/8/2023	Cover Memo

FIRST AMENDMENT
TO
AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES ("**First Amendment**") made and entered into this ___ day of June, 2023, by and between **David Schlang** ("**Provider**") and **ROWAN COUNTY,** a body politic and subdivision of the State of North Carolina ("**County**").

RECITALS

WHEREAS, County and Provider have previously entered into an Agreement for Services dated the 28th day of March, 2022 with an Initial Term beginning April 1, 2022 and ending June 30, 2023 (the "Agreement"); and

WHEREAS, the Agreement provides services for maintenance and repair of the door locks at the Detention Center and Annex as written herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and County hereby modify and amend the Agreement as follows:

1. Section B within Exhibit A of the Agreement shall be amended by the addition of an additional one-year term. The additional Term beginning July 1, 2023 and ending June 30, 2024.

2. Section C within Exhibit A of the Agreement shall be amended by this addition, fees for quarterly maintenance schedule will not change, for a total amount of $45,504.00 for FY24. As current locks fail and repair/replacement parts are unavailable, quotes are required to be submitted and approved for total replacement of door locks. Change orders will be required, funds are not included in the current maintenance fee schedule.

3. Except as expressly modified and amended by this First Amendment, the Agreement remains in full force and effect according to its terms.

{Signature Page Follows}

Signature Page: First Amendment Rowan County—David Schlang

IN WITNESS WHEREOF, Provider and County have duly executed and delivered this First Amendment on the date set forth herein below.

PROVIDER: David Schlang

BY:

_____

David A. Schlang, Owner

COUNTY: ROWAN COUNTY, a body politic

BY:

_____

Aaron Church, County Manager

Contract # 22443

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO: **Aaron Church, Rowan County Manager**

FROM: Kevin L. Auten

DEPT: Sheriff's Office

DATE: 03/24/2022

SUBJECT: Jail Lock Maintenance Contract

PURPOSE OF CONTRACT:

A committee made up of Sheriff Auten, Major Sifford, Captain Hannold, Officer Cochran, Randy Cress and myself reviewed the 4 responses received on Lock Maintenance. After scoring and some discussion the recommendation of the committee is to go with David Schlang of DSI. The Sheriff's Office wishes to enter into a contract starting April 1, 2022. The initial term of the contract will be April 1, 2022 through June 30, 2023 for $56,880. The Contract includes the option for additional one-year terms.

Responses by price:
Cornerstone Detention Products $80,023; Montgomery Tech Systems $108,800; David Schlang $56,880; and Willow Products $49,425

Average Score by Bidder (total Score 10):
Cornerstone 5; Montgomery 5; David Schlang 9; and Willo 6

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:
1. Read and understand the terms of the contract.
2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
3. I have secured and attached in MUNIS the Certificate of Insurance.

Kevin L. Auten
Kevin L. Auten (Mar 24, 2022 20:00 EDT)

Signature of Director

03/24/2022

DATE

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **David A. Schlang** ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: David A. Schlang
David A. Schlang (Mar 23, 2022 16:58 EDT)

Name: David A. Schlang

Title: Owner

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.
Door Lock Maintenance at the Detention Center and Annex for the Rowan County Sheriff's Office. Scope of Work was provided in RFP 2022-022 and is also included in Attachment A.

B. Term of the Agreement.
The initial term will be for 15 months beginning on April 1, 2022 and ending June 30, 2023. Additional one (1) year terms based on County's satisfaction with workmanship and responsiveness.

C. Payment to the Provider.
Initial term not to exceed $56,880 for quarterly maintenance per schedule provided in Attachment A. Additional term price to be mutually agreed up by both parties. FY22 will not exceed $11,376 and FY23 will not exceed $45,504.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.
- Purchasing Director is allowing Umbrella Liability of $1,000,000 per occurrence to cover the gap of the Automobile liability listed above and actual coverage amount.

E. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	David A. Schlang Owner David Schlang 3610 Lillie Blvd., Sevierville, TN 37876 Cell: 865.567.3855 dsi1@comcast.net

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY: Electronic Signature	BY: David A. Schlang David A. Schlang (Mar 23, 2022 16:58 EDT)
Name: Aaron Church	Name: David A. Schlang
Title: County Manager	Title: Owner
Date: 03/28/2022	

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

Jim Howden (Mar 25, 2022 11:36 EDT)

(Signature of County Finance Officer) 03/25/2022

Workflow Acknowledgment

Purchasing Director

Anna Bumgarner
E-signed 2022-03-25 08:37AM EDT
anna.bumgarner@rowancountync.gov
Rowan County, NC Information Systems

BOC Approval: n/a

Insurance: sufficient and on file in Munis

Comment:

CIO:

Randy Cress
E-signed 2022-03-25 08:55AM EDT
randy.cress@rowancountync.gov
Rowan County, NC Information Systems, Assistant County Manager /

CIO Comment:

County Attorney:
Jay Dees (Mar 25, 2022 09:58 EDT)

Jay Dees
E-signed 2022-03-25 09:58AM EDT
jay.dees@rowancountync.gov

Legal Comment:

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Don Bringle, Director of Facilities, Parks and Rec.
DATE:	5/19/2023
SUBJECT:	Plan Design Approval for New Transit Building

Approval of plan design for new transit building construction.

ATTACHMENTS:

Description	Upload Date	Type
Packet	6/8/2023	Cover Memo

2018 APPENDIX B
BUILDING CODE SUMMARY
FOR ALL COMMERCIAL PROJECTS
(EXCEPT 1 AND 2-FAMILY DWELLINGS AND TOWNHOUSES)
(Reproduce the following data on the building plans sheet 1 or 2)

Name of Project: 125 South Main St. Adaptive Reuse / Renovation
Address: 125 South Main St., Salisbury, NC Zip Code: 27028
Owner/Authorized Agent: Pete Bogle Phone # (704) 638 - 2015 Email: pete@boglefirm.com
Owned By: ☐ City/County ☒ Private ☐ State
Code Enforcement Jurisdiction: ☒ City Salisbury ☐ County ____ ☐ State

CONTACT: Pete Bogle

DESIGNER	FIRM	NAME	LICENSE #	TELEPHONE #	E-MAIL
Architectural	Bogle Firm Architecture	Pete Bogle	10100	(704) 638-2015	pete@boglefirm.com
Civil					
Electrical	Design Engineering	David Smith	11207	(336) 224-0100	dsmith5@lexcomnc.net
Fire Alarm	Design Engineering	David Smith	11207	(336) 224-0100	dsmith5@lexcomnc.net
Plumbing	S.E. Collins Engineering	Sam Collins	31024	(704) 638-6337	scollins@secollinseng.com
Mechanical	S.E. Collins Engineering	Sam Collins	31024	(704) 638-6337	scollins@secollinseng.com
Sprinkler-Standpipe	S.E. Collins Eng.	Sam Collins	31024	(704) 638-6337	scollins@secollinseng.com
Structural	Solid Rock Structural	Scott Westmoreland	027444	(704)819-6415	scott@solidrockstructural.com
Retaining Walls >5' High					

Other
("Others" should include firms and individuals such as trusses, precast, pre-engineered, interior designers, etc.)

2018 NC CODE FOR: ☐ New Construction ☐ Addition ☐ Renovation
☐ 1st Time Interior Completion
☐ Shell/Core
☐ Phased Construction – Shell/Core
☐ Renovation

2018 NC EXISTING BUILDING CODE: ☒ Prescriptive ☐ Repair ☒ Chapter 14
Alteration: ☐ Level I ☐ Level II ☒ Level III
☐ Historic Property ☒ Change of Use
CONSTRUCTED:(date) _____ **ORIGINAL OCCUPANCY(S)** (Ch. 3): M
RENOVATED: _____ **CURRENT OCCUPANCY(S)** (Ch. 3): M / R2
RISK CATEGORY (table 1604.5) **Current:** ☐ I ☐ II ☐ III ☐ IV
Proposed: ☐ I ☒ II ☐ III ☐ IV

BASIC BUILDING DATA
Construction Type: ☐ I-A ☐ II-A ☐ III-A ☐ IV ☐ V-A
(check all that apply) ☐ I-B ☐ II-B ☒ III-B ☐ V-B
Sprinklers: ☐ No ☐ Partial ☒ Yes ☒ NFPA 13 ☐ NFPA 13R ☐ NFPA 13D
Standpipes: ☒ No ☐ Yes Class ☐ I ☐ II ☐ III ☐ Wet ☐ Dry
Fire District: ☒ No ☐ Yes (Primary) **Flood Hazard Area:** ☒ No ☐ Yes
Special Inspections Required: ☒ No ☐ Yes

Gross Building Area:

FLOOR	EXISTING (SQ FT)	NEW (SQ FT)	RENO/ALTER (SQ.FT)	SUB-TOTAL
6th Floor				
5th Floor				
4th Floor				
3rd Floor				
2nd Floor	2,484			2,484 sf
Mezzanine				
1st Floor	2,484			2,484 sf
Basement				
TOTAL				4,968 sf

ALLOWABLE AREA
Primary Occupancy Classification: SELECT ONE
Assembly ☐ A-1 ☐ A-2 ☐ A-3 ☐ A-4 ☐ A-5
Business ☐
Educational ☐
Factory ☐ F-1 Moderate ☐ F-2 Low
Hazardous ☐ H-1 Detonate ☐ H-2 Deflagrate ☐ H-3 Combust ☐ H-4 Health ☐ H-5 HPM
Institutional ☐ I-1 Condition ☐ 1 ☐ 2
☐ 1-2 Condition ☐ 1 ☐ 2
☐ 1-3 Condition ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5
☐ 1-4
Mercantile ☐
Residential ☐ R-1 ☒ R-2 ☐ R-3 ☐ R-4
Storage ☐ S-1 Moderate ☐ S-2 Low ☐ High-piled
☐ Parking Garage ☐ Open ☐ Enclosed ☐ Repair Garage
Utility and Miscellaneous ☐
Accessory Occupancy Classification(s): _____
Incidental Uses (Table 509): _____
Special Uses (Chapter 4 – List Code Sections) _____
Special Provisions (Chapter 5 – List Code Sections): _____
Mixed Occupancy: ☐ No ☒ Yes Separation: ___ Exception: _____
☒ Non-Separated Use (508.3)
The required type of construction for the building shall be determined by applying the height and area limitations for each of the applicable occupancies to the entire building. The most restrictive type of construction, so determined, shall apply to the entire building.
☐ Separated Use (508.4) -
See below for area calculations for each story, the area of the occupancy shall be such that the sum of the ratios of the actual floor area of each use divided by the allowable floor area for each use shall not exceed 1.

$$\frac{\text{Actual Area of Occupancy A}}{\text{Allowable Area of Occupancy A}} + \frac{\text{Actual Area of Occupancy B}}{\text{Allowable Area of Occupancy B}} \leq 1 \qquad \leq 1.00$$

1,285/48,000 + 1,199/37,500 = 0.06 ≤ 1.00

STORY NO.	DESCRIPTION AND USE	(A) BLDG AREA PER STORY (ACTUAL)	(B) TABLE 506.2[4] AREA	(C) AREA FOR FRONTAGE INCREASE[1,2]	(D) ALLOWABLE AREA PER STORY OR UNLIMITED[2,3]
2	R2	2,484	48,000	0	48,000 sf
1	R2	1,199	37,500	0	37,500 sf
1	M	1,285	48,000	0	48,000

[1] Frontage area increases from Section 506.3 are computed thus:
a. Perimeter which fronts a public way or open space having 20 feet minimum width = 52 (F)
b. Total Building Perimeter = 241 (P)
c. Ratio (F/P) = 0.21 (F/P)
d. W = Minimum width of public way = 30 (W)
e. Percent of frontage increase $I_f = 100[F/P - 0.25] \times W/30 =$ 0 (%)
[2] Unlimited area applicable under conditions of Section 507.
[3] Maximum Building Area = total number of stories in the building x D (maximum 3 stories) (506.2).
[4] The maximum area of open parking garages must comply with Table 406.5.4
[5] Frontage increase is based on the unsprinklered area value in Table 506.2.

ALLOWABLE HEIGHT

	ALLOWABLE (TABLE 503)	SHOWN ON PLANS	CODE REFERENCE
Building Height in Feet (Table 504.3)	75'	31'	
Building Height in Stories (Table 504.4)	3	2	

[1] Provide code reference if the "Show on Plans" quantity is not based on Table 504.3 or 504.4.
[2] The maximum height of air traffic control towers must comply with Table 412.3.1
[3] The maximum height of open parking garages must comply with Table 406.5.4

FIRE PROTECTION REQUIREMENTS

BUILDING ELEMENT	FIRE SEPARATION DISTANCE (FEET)	RATING REQ'D	RATING PROVIDED (W/_____* REDUCTION)	DETAIL # AND SHEET #	DESIGN # FOR RATED ASSEMBLY	DESIGN # FOR RATED PENETRATION	DESIGN # FOR RATED JOINTS
Structural Frame, including columns, girders, trusses		0					
Bearing Walls							
Exterior							
North	> 30'	0					
East	16'	1	> 3				
West	NA	0					
South	> 30'	0					
Interior		0					
Nonbearing Walls and Partitions Exterior walls							
North	>30'	0					
East	>30'	0					
West	>30'	0					
South	>30'	0					
Interior walls and partitions		0					
Floor Construction Including supporting beams and joists		0					
Floor Ceiling Assembly		0					
Column Supporting Floors		0					
Roof Construction, including supporting beams and joists		0					
Roof Ceiling Assembly		0					
Column Supporting Roof		0					
Shaft Enclosures - Exit		0					
Shaft Enclosures - Other		1	1	G0.2, UL#305			
Corridor Separation	1/2	1	1	G0.2, UL#327			
Occupancy/Fire Barrier Separation	1	1	1	G0.2, UL#327			
Party/Fire Wall Separation	3	> 3					
Smoke Barrier Separation	NA						
Smoke Partition	NA						
Tenant/Dwelling Unit/ Sleeping Unit Separation	1/2	1	1	G0.2, UL#327			
Incidental Use Separation	NA						

* Indicate section number permitting reduction

PERCENTAGE OF WALL OPENING CALCULATIONS

FIRE SEPARATION DISTANCE (FEET FROM PROPERTY LINES	DEGREES OF OPENINGS PROTECTION (TABLE 705.8)	ALLOWABLE AREA (%)	ACTUAL SHOWN ON PLANS (%)
North & South = > 30'	UP, S	No Limit	
East = 16'	UP, S	75%	0%

LIFE SAFETY SYSTEM REQUIREMENTS

Emergency Lighting: ☐ No ☒ Yes
Exit Signs: ☐ No ☒ Yes
Fire Alarm: ☒ No ☐ Yes
Smoke Detection Systems: ☐ No ☒ Yes ☐ Partial _____
Carbon Monoxide Detection: ☐ No ☒ Yes

LIFE SAFETY PLAN REQUIREMENTS

Life Safety Plan Sheet #: G0.2
☒ Fire and/or smoke rated wall locations (Chapter 7)
☒ Assumed and real property line locations (if not on the site plan)
☒ Exterior wall opening area with respect to distance to assumed property lines (705.8)
☒ Occupancy types for each area as it relates to occupant load calculation (Table 1004.1.2)
☒ Occupant loads for each area
☒ Exit access travel distances (1017)
☒ Common path of travel distances (1006.2.1 & 2006.3.2(1))
☒ Dead end lengths (1020.4)
☒ Clear exit widths for each exit door
☒ Maximum calculated occupant load capacity each exit door can accommodate based on egress width (1005.3)
☒ Actual occupant load for each exit door
☐ A separate schematic plan indicating where fire rated floor/ceiling and/or roof structure is provided for purposes of occupancy separation and supporting construction for a fire barrier/fire partition/smoke barrier.
☒ Location of doors with panic hardware (1010.1.10)
☐ Location of doors with delayed egress locks and the amount of delay (1010.1.9.7)
☐ Location of doors with electromagnetic egress locks (1010.1.9.9)

☐ Location of doors equipped with hold-open devices
☐ Location of emergency escape windows (1030)
☒ The square footage of each fire area (202)
☐ The square footage of each smoke compartment for Occupancy Classification I-2 (407.5)
☐ Note any code exceptions or table notes that may have been utilized regarding the items above

Section/Table/Note	Title

ACCESSIBLE DWELLING UNITS
(SECTION 1107)

TOTAL UNITS	ACCESSIBLE UNITS REQUIRED	ACCESSIBLE UNITS PROVIDED	TYPE A UNITS REQUIRED	TYPE A UNITS PROVIDED	TYPE B UNITS REQUIRED	TYPE B UNITS PROVIDED	TOTAL ACCESSIBLE UNITS PROVIDED
N/A							

ACCESSIBLE PARKING
(SECTION 1106)

LOT OR PARKING AREA	TOTAL # OF PARKING SPACES		# OF ACCESSIBLE SPACES PROVIDED			TOTAL # ACCESSIBLE PROVIDED
	REQUIRED	PROVIDED	REGULAR WITH 5' ACCESS AISLE	VAN SPACES WITH 132" ACCESS AISLE	VAN SPACES WITH 8' ACCESS AISLE	
Existing						
New						
TOTAL						

PLUMBING FIXTURE REQUIREMENTS
(TABLE 2902.1)

USE		WATERCLOSETS			URINALS	LAVATORIES			SHOWERS / TUBS	DRINKING FOUNTAINS	
		MALE	FEMALE	UNISEX		MALE	FEMALE	UNISEX		REGULAR	ACCESSIBLE
SPACE	M			1				1			

SPECIAL APPROVALS

Special approval: (Local Jurisdiction, Department of Insurance, SCO, DPI, DHHS, ICC, etc., describe below)

_____
_____
_____

ENERGY SUMMARY

ENERGY REQUIREMENTS:
The following data shall be considered minimum, and any special attribute required to meet the **North Carolina Energy Conservation Code** shall also be provided. Each Designer shall furnish the required portions of the project information for the plan data sheet. If performance method, state the annual energy cost for the standard reference design vs annual energy cost for the proposed design.

Existing building envelope complies with code: ☒ No ☐ Yes (The remainder of this section is not applicable)

Exempt Building: ☐ No ☒ Yes (Provide Code or Statutory reference): Historic – C501.6

Climate Zone: ☐ 3A ☐ 4A ☐ 5A

Method of Compliance: Energy Code ☐ Performance ☐ Prescriptive
ASHRAE 90.1 ☐ Performance ☐ Prescriptive
(If "Other" specify source here) _____

THERMAL ENVELOPE (Prescriptive method only)

Roof/ceiling Assembly (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Skylights in each assembly: _____
U-Value of skylight: _____
Total square footage of skylights in each assembly: _____

Exterior Walls (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Openings (windows or doors with glazing)
U-Value of assembly: _____
Solar heat gain coefficient: _____
Projection factor: _____
Door R-Values: _____

Walls below grade (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____

Floors over unconditioned space (each assembly)
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____

Floors slab on grade
Description of assembly: _____
U-Value of total assembly: _____
R-Value of insulation: _____
Horizontal/Vertical requirement: _____
Slab Heated: _____

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
STRUCTURAL DESIGN
(PROVIDE ON THE STRUCTURAL SHEETS IF APPLICABLE)

DESIGN LOADS:

Importance Factors: Snow (I_S) _____
Seismic (I_E) _____

Live Loads: Roof _____ psf
Mezzanine _____ psf
Floor _____ psf

Ground Snow Load: _____ psf

Wind Load: Ultimate Wind Speed _____ mph (ASCE-7) SEE STRUCTURAL PLANS
Exposure Category _____

SEISMIC DESIGN CATEGORY: ☐ A ☐ B ☐ C ☐ D
Provide the following Seismic Design Parameters:
Occupancy Category (Table 1604.5) ☐ I ☐ II ☐ III ☐ IV
Spectral Response Acceleration S_S _____ %g S_1 _____ %g
Site Classification (ASCE 7) ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F
Data Source: ☐ Field Test ☐ Presumptive ☐ Historical Data
Basic structural system ☐ Bearing Wall ☐ Dual w/Special Moment Frame
☐ Building Frame ☐ Dual w/Intermediate R/C or Special Steel
☐ Moment Frame ☐ Inverted Pendulum
Analysis Procedure: ☐ Simplified ☐ Equivalent Lateral Force ☐ Dynamic
Architectural, Mechanical, Components anchored? ☐ Yes ☐ No

LATERAL DESIGN CONTROL: Earthquake ☐ Wind ☐

SOIL BEARING CAPACITIES:
Field Test (provide copy of test report) _____ psf
Presumptive Bearing capacity _____ psf
Pile size, type, and capacity _____

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
MECHANICAL DESIGN
(PROVIDE ON THE MECHANICL SHEETS IF APPLICABLE)

MECHANICAL SUMMARY

MECHANICAL SYSTEMS, SERVICE SYSTEMS AND EQUIPMENT

Thermal Zone
winter dry bulb: _____
summer dry bulb: _____

Interior design conditions
winter dry bulb: _____
summer dry bulb: _____
relative humidity: _____

SEE MECHANICAL PLANS

Building heating load: _____

Building cooling load: _____

Mechanical Spacing Conditioning System
Unitary
description of unit: _____
heating efficiency: _____
cooling efficiency: _____
size category of unit: _____
Boiler
Size category. If oversized, state reason.: _____
Chiller
Size category. If oversized, state reason.: _____

List equipment efficiencies: _____

2018 APPENDIX B
BUILDING CODE SUMMARY FOR ALL COMMERCIAL PROJECTS
ELECTRICAL DESIGN
(PROVIDE ON THE ELECTRICAL SHEETS IF APPLICABLE)

ELECTRICAL SUMMARY

ELECTRICAL SYSTEM AND EQUIPMENT

Method of Compliance: Energy Code: ☐ Prescriptive ☐ Performance
ASHRAE 90.1: ☐ Prescriptive ☐ Performance

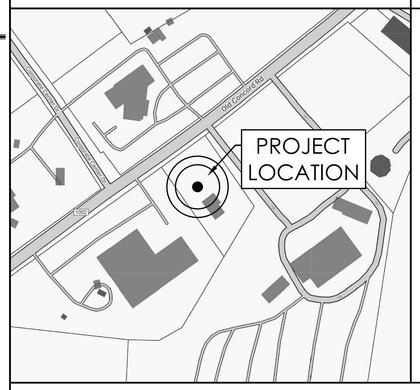
Lighting schedule (each fixture type)
lamp type required in fixture
number of lamps in fixture
ballast type used in the fixture
number of ballasts in fixture
total wattage per fixture
total interior wattage specified vs. allowed (whole building or space by space)
total exterior wattage specified vs. allowed

SEE ELECTRICAL PLANS

Additional Efficiency Package Options
(When using the 2018 NCECC; not required for ASHRAE 90.1)
☐ C406.2 More Efficient Mechanical Equipment
☐ C406.3 Reduced Lighting Power Density
☐ C406.4 Enhanced Digital Lighting Controls
☐ C406.5 On-Site Renewable Energy
☐ C406.6 Dedicated Outdoor Air System
☐ C406.7 Reduced Energy Use in Service Water Heating

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYS.
2726 OLD CONCORD RD.
SALISBURY, NC 28146

SITE



PROJECT TEAM

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CONTACT: RYAN HOLZMEYER

INDEX OF DRAWINGS

COVER SHEETS		STRUCTURAL	
G0.1	COVER SHEET, APPENDIX B, AND GENERAL NOTES		
G0.2	LIFE SAFETY PLAN		
CIVIL			
		PLUMBING	
		MECHANICAL	
ARCHITECTURAL			
A1.1	FLOOR PLAN		
A1.2	REFLECTED CEILING PLAN AND DOOR, WINDOW, AND FINISH SCHEDULE		
A1.3	ROOF PLAN AND DETAILS		
A2.1	ELEVATIONS		
A3.1	BUILDING AND WALL SECTIONS		
A4.1	ENLARGED TOILET PLANS AND INTERIOR ELEVATIONS		

GENERAL NOTES

1. Where acronyms or abbreviations are used on the plans, they are defined to mean the recognized name of the person, object, material typically used in the construction industry. Included (but not limited to):
CMU - CONCRETE MASONRY UNIT
GYP. BD. - GYPSUM BOARD
GC - GENERAL CONTRACTOR
ELECT CONTR (EC) - ELECTRICAL CONTRACTOR
PLUMB CONTR (PC) - PLUMBING CONTRACTOR
HVAC - HEATING, VENTILATING AND AIR CONDITION'G
WWF - WELDED WIRE FABRIC (ALSO WWM)
UNO or U|ON - UNLESS NOTED OTHERWISE
MTL - METAL
HM - HOLLOW METAL
TYP. - TYPICAL
RE-BAR - REINFORCING BAR
W/ - WITH
@ x O.C. - AT "x" DISTANCE ON CENTER
2. Use data from soils reports if present or, soil bearing capacity of 2,000 psf used in design. If contractor suspects lesser bearing capacities, promptly notify the architect.
3. New construction shall be parallel or perpendicular to the **EXISTING**.
4. General contractor to act as project coordinator.
5. Caulk all joints around door and window frames and other potential air, light and water passages. Typical at interior and exterior conditions. Fill any voids greater than ¼" w/ material matching adjacent construction, or as approved by architect.
6. Each contractor is responsible for all site visits required to thoroughly familiarize himself with the site building conditions, verify location of all property boundaries, elevations, existing utilities, storm lines, catch basins, prior to submitting bid.
7. The contractor shall apply and pay for all permits, fees, etc., display permits as per local ordinances.
8. Site usage: Use of the site for any construction staging or other operations shall be coordinated with the owner. GC shall take care not to block or adversely affect any public or adjacent owner areas, or other areas not within the construction limits.
9. All rubbish from demolition and/or construction shall be regularly removed from the site.
10. Provide barriers at all places on site where required to protect the public.
11. Each trade is responsible for making provisions for necessary floor, wall, and roof penetrations required for their work, such penetrations being coordinated with the general contractor. Roofing sub-contractor shall make all penetrations watertight.
12. Stud partition walls are to be filled w/ sound insulation where shown. See wall types.
13. Provide lintels for all masonry openings in all new and existing wall openings indicated on plans. Install lintel sized for span and imposed load.
14. Provide solid wood bracing & blocking within all stud partitions @ wall mounted shelving, chair handicapped, & corridor rails, toilet accessories, marker boards, ewc, fec, door stops, etc.
15. Provide weep holes above all thru-wall flashing at 32" o.c.
16. Do not apply concrete sealer on floors to receive hard tile, setting beds, or other finishes requiring unsealed concrete. See finish schedule.
17. Min. Dimension on latch side of interior doors is 18" on pull side of doors (front approach), 24" on pull side of door (side approach), & 12" on push side of doors.
18. Walls to be removed must be torn out with caution. Notify the architect promptly if evidence is found that any wall is supporting structural loads. Active wiring, cabling, or plumbing found in walls scheduled to be removed shall be rerouted to new partitions as required. All active services must remain active at the end of the renovation project.
19. Protect existing utilities until new service routes are installed and functional. Schedule and coordinate service disruption and service changeover with the owner prior to any disruption occurring.
20. Demo all exposed, abandoned plumbing, hvac, and electrical services and exposed equipment/devices. Wiring and piping may remain concealed in walls & must be completely disconnected. Patch and/or fix all areas affected by removal. Each trade shall remove abandoned items within their field.
21. Provide dust screen barriers in areas where new construction will occur to protect areas of the building outside of the renovation project. Coordinate with owner on screen locations and access through construction overlap areas.
22. Make all necessary provisions and penetrations for installation of construction indicated on renovation drawings including plumbing, mechanical, and electrical penetrations needed. When providing openings in structural concrete floor slabs
23. Contractors are required to follow all OSHA regulations in conjunction with all demolition and construction.
24. If no dimension is given, align new wall with existing building components as indicated on plan drawing.
25. Fire extinguisher cabinet located at: F.E.C. **OWNER** shall provide extinguishers.

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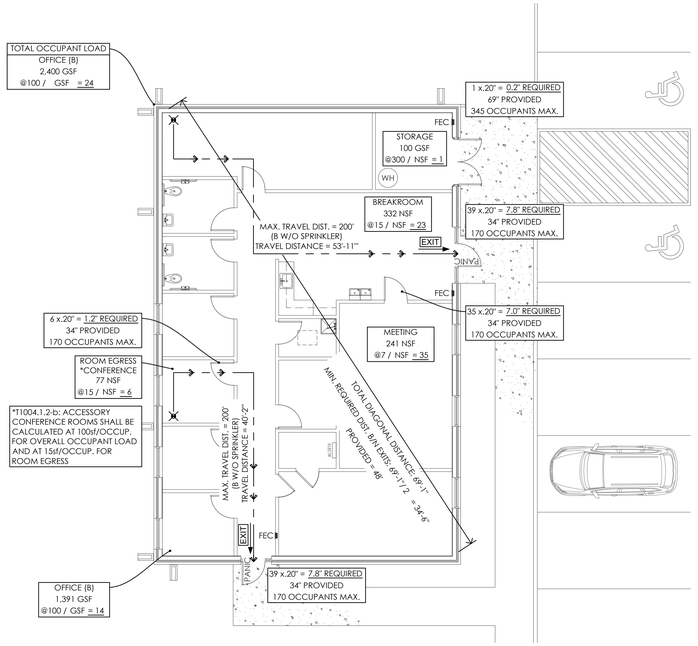
PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY INCLUDED DETAILS MUST BE WITH THE WRITTEN CONSENT OF THE FIRM'S PRINCIPAL ARCHITECT.

COVER SHEET, APPENDIX B, & GRL. NOTES

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM
2726 OLD CONCORD RD.
SALISBURY, NC

DRAWN BY: RRG
CHECKED BY: DRB
DATE: 6/8/23
PROJECT #: 2311

SHEET NUMBER
G0.1
OF: 2



NOTE:

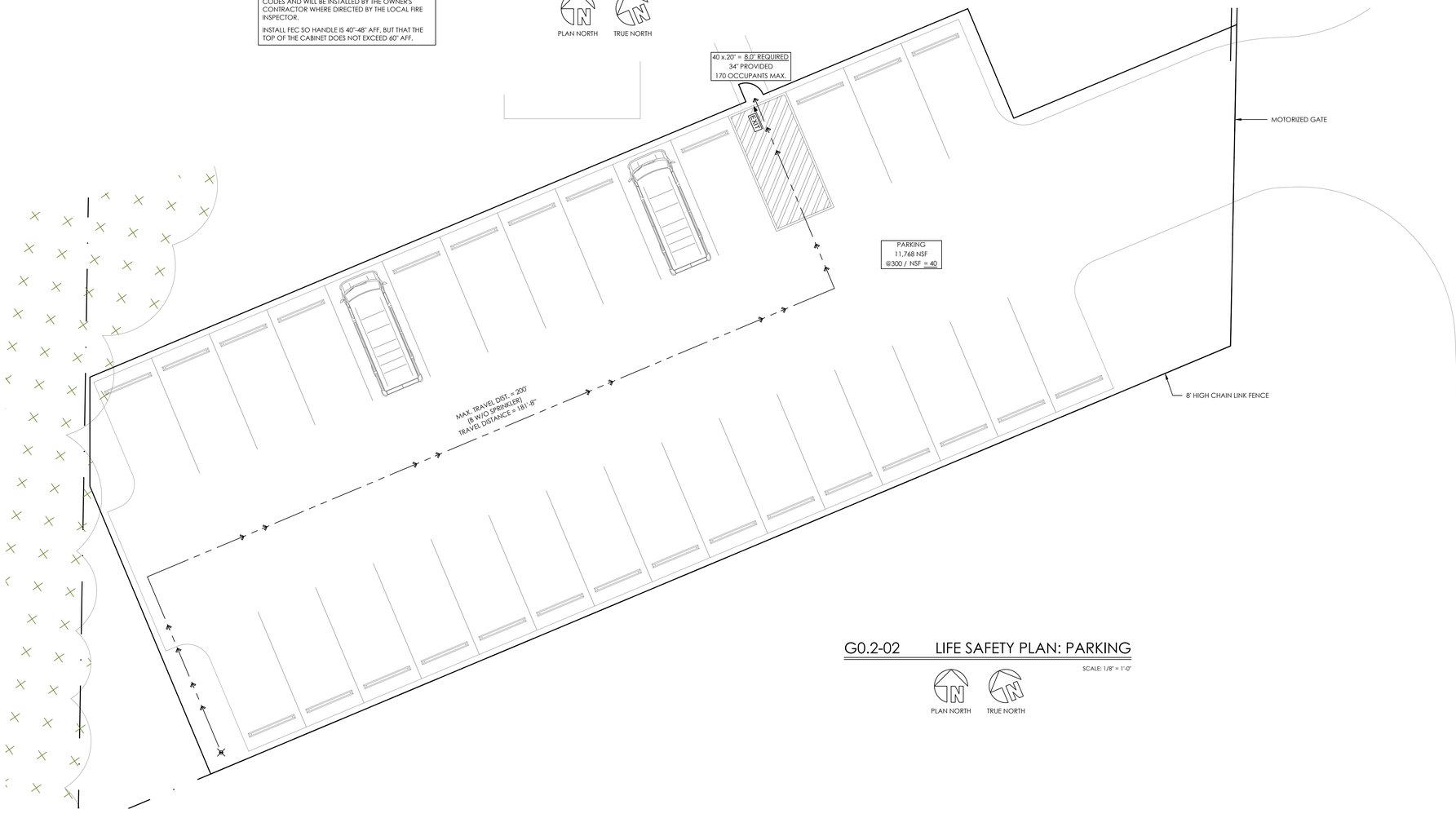
FIRE EXTINGUISHERS WILL BE PROVIDED, BY THE OWNER, PER ALL APPLICABLE LOCAL AND STATE CODES AND WILL BE INSTALLED BY THE OWNER'S CONTRACTOR WHERE DIRECTED BY THE LOCAL FIRE INSPECTOR.

INSTALL FEC SO HANDLE IS 40"-48" AFF. BUT THAT THE TOP OF THE CABINET DOES NOT EXCEED 60" AFF.

G0.2-01 LIFE SAFETY PLAN: OFFICE

SCALE: 1/8" = 1'-0"

PLAN NORTH TRUE NORTH



G0.2-02 LIFE SAFETY PLAN: PARKING

SCALE: 1/8" = 1'-0"

PLAN NORTH TRUE NORTH

FIXTURE COUNT

		TOILETS			LAVATORIES			FOUNTAINS				SERVICE SINK	
OCCUPANCY	PEOPLE	REQUIRED	RESULT	PROVIDED	REQUIRED	RESULT	PROVIDED	PEOPLE	REQUIRED	RESULT	PROVIDED	REQUIRED	PROVIDED
(B) OFFICE								24	0***		2	0****	1
	24	1/50*	0.88		1/80**	0.60							
	TOTAL UNISEX			2			2						

*BUSINESS TOILET REQUIREMENTS: 1 per 30 for the first 30 and 1 per 50 for the remainder exceeding 30
**BUSINESS LAVATORY REQUIREMENTS: 1 per 40 for the first 80 and 1 per 80 for the remainder exceeding 80
***BUSINESS FOUNTAIN REQUIREMENTS: For business occupant loads of 25 or fewer, drinking fountains shall not be required.
****BUSINESS SERVICE SINK REQUIREMENTS: For business occupant loads of 30 or fewer, a service sinks shall not be required.

SUMMARY: FIRST FLOOR

DESCRIPTION	AREA	OCCUPANCY LOAD	TOTAL
TOTAL OCCUPANT LOAD			
OFFICE (B)	2,400 GSF	1 per 100 sf	24
TOTAL EGRESS OCCUPANCY			
OFFICE (B)	1,391 GSF	1 per 100 sf	14
CONFERENCE*	77 NSF	1 per 15 sf	6
BREAKROOM (A2)	332 NSF	1 per 15 sf	23
MEETING (A3)	241 NSF	1 per 7 sf	35
TOTAL NCBC EGRESS OCCUPANCY MAIN BUILDING =			**78**
STORAGE (S)	100 GSF	1 per 300 sf	1
TOTAL NCBC EGRESS OCCUPANCY STORAGE =			**1**

CONSTRUCTION: TYPE VB, UNSPRINKLERED

NCBC 903.2: AUTOMATIC SPRINKLERS NOT REQUIRED IN B OCCUPANCIES.

*T1004.1.2-b: ACCESSORY CONFERENCE ROOMS SHALL BE CALCULATED AT 100sf/OCCUP. FOR OVERALL OCCUPANT LOAD AND AT 15sf/OCCUP. FOR ROOM EGRESS

the BOGLE FIRM ARCHITECTURE
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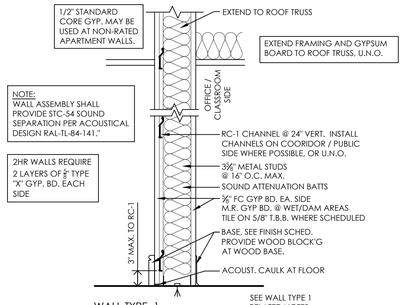
LIFE SAFETY PLAN

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM

2726 OLD CONCORD RD.
SALISBURY, NC

DRAWN BY: RRG
CHECKED BY: DRB
DATE: 6/8/23
PROJECT #: 2311

SHEET NUMBER
G0.2
OF: 2



WALL TYPE 1
TYP. ACOUSTICAL WALL

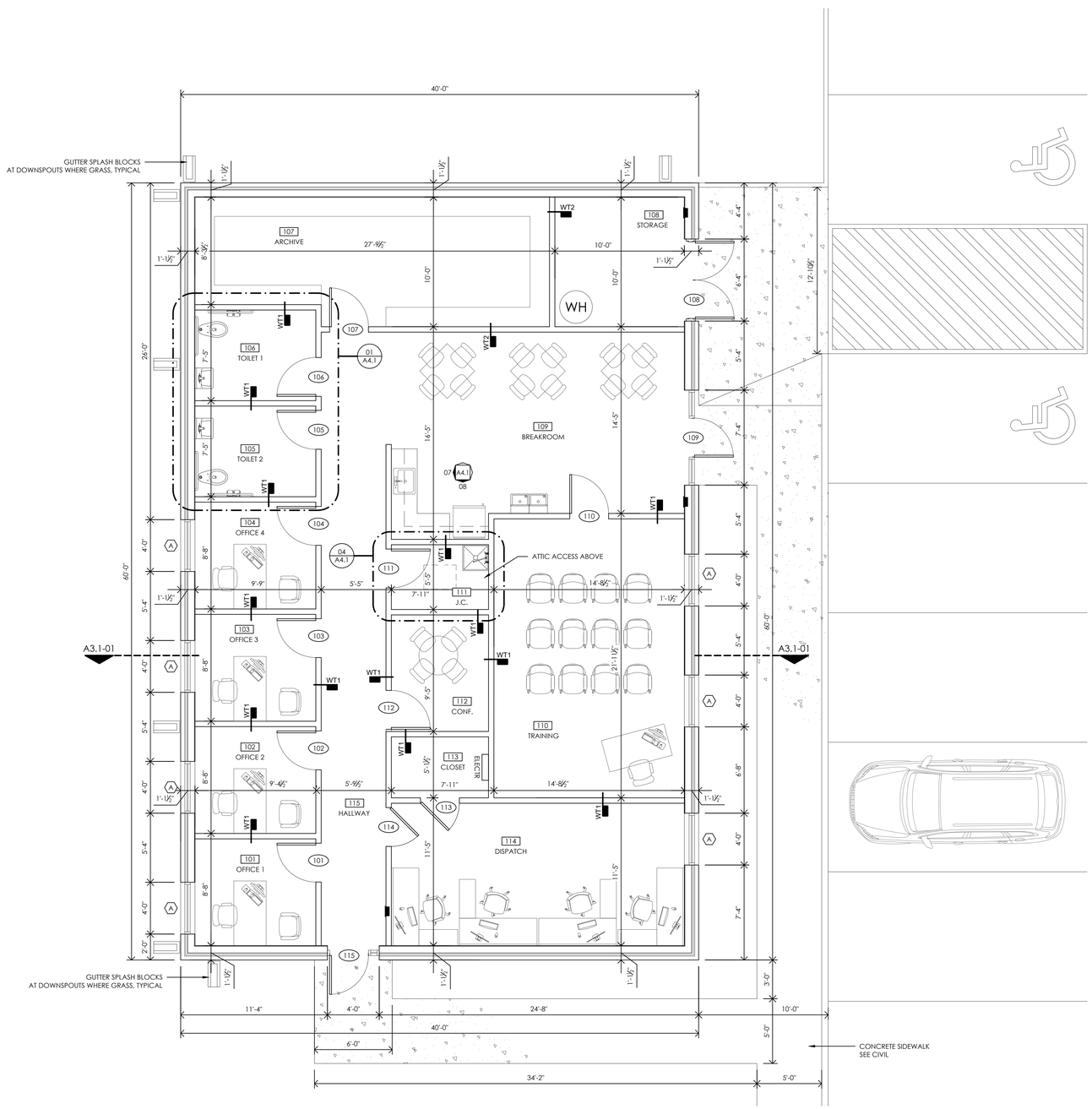
SEE WALL TYPE 1 RELATED NOTES AT RATED WALL AT DECK

1 HR. RATED, UL #U419, #HW-D-0001:
2 HR. RATED, UL #U419, #HW-D-0002:

WT2 (3 ⅝") - WT2B (6") - WT2C (8")

WALL TYPE 2
TYPICAL INTERIOR WALL

WT1 (3 ⅝") - WT1B (6") - WT1C (8")



A1.1-01 FLOOR PLAN

SCALE: 1/4" = 1'-0"

PLAN NORTH TRUE NORTH

the BOGLE FIRM
ARCHITECTURE
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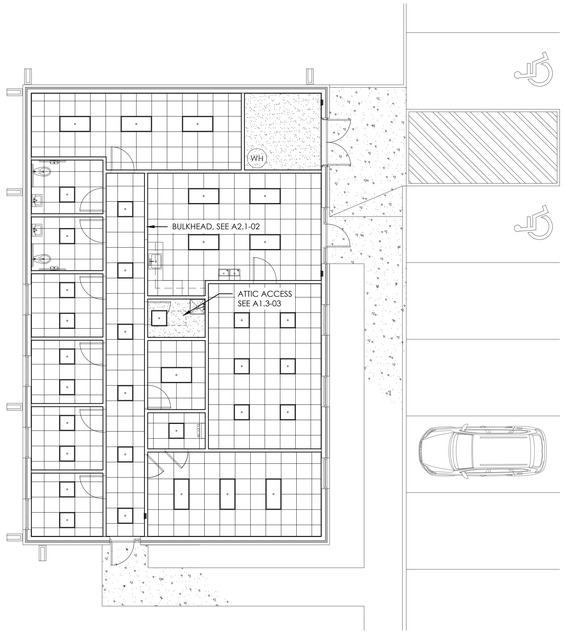
FLOOR PLAN

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM

2726 OLD CONCORD RD.
SALISBURY, NC

DRAWN BY: RRG
CHECKED BY: DRB
DATE: 6/8/23
PROJECT #: 2311

SHEET NUMBER
A1.1
OF: 2



CEILING TILE

GYP. BD.

A1.2-01 REFLECTED CEILING PLAN

SCALE: 1/8" = 1'-0"

NOTE:
CEILINGS 9'-0" U.N.O.

ROOM FINISH SCHEDULE

ROOM	FLOOR	BASE	WALL	CLG.	CLG. HT.	REMARKS
OFFICE, CONFERENCE, DISPATCH 101, 102, 103, 104, 112, 114	F2	TS-1	W1	C1	9'-0"	
TOILET 105,106	F1	TS-1	W1	C1	9'-0"	
ARCHIVE 107	F1	TS-1	W1	C1	9'-0"	
STORAGE 108	F3	TS-1	W1	C2	STRUCT.	
BREAKROOM 109	F1	TS-1	W1	C1	9'-0"	
TRAINING 110	F1	TS-1	W1	C1	9'-0"	
J.C. 111	F3	TS-1	W1	C2	STRUCT.	*FRP PANELS TO 8' AFF AT MOP BASIN ALCOVE, SEE A4.1-04
CLOSET 113	F2	TS-1	W1	C1	9'-0"	
DISPATCH 114	F2	TS-1	W1	C1	9'-0"	
HALLWAY 115	F2	TS-1	W1	C1	9'-0"	

FINISHES

FLOORS	F1	LVT	CEILING	C1	ACT, 2'x2'
	F2	CARPET TILE 24"x24"		C2	PAINTED GYP. BD.
	F3	UNFINISHED CONCRETE		C3	UNPAINTED GYP. BD.
WALLS	W1	PAINTED GYP.BD.	NOTES	- FINISHES FOR SCOPE REFERENCE ONLY - ALL FINISH SELECTIONS ARE SUBJECT TO FINAL APPROVAL BY OWNER - ALL FINISHES SHALL BE INSTALLED ACCORDING TO THE MANUFACTURER'S SPECIFICATIONS	
	W2	UNPAINTED GYP. BD.			
	W3				

GENERAL FINISH NOTES:

1. ALL INTERIOR WALL AND CEILING FINISHES SHALL COMPLY WITH NCBC TABLE 803.11 FOR GROUP B NONSPRINKLERED AREAS
   1.1. INTERIOR EXIT STAIRWAYS AND RAMPS AND EXIT PASSAGEWAYS: CLASS A
   1.2. CORRIDORS & ENCLOSURES FOR EXIT ACCESS STAIRWAYS & RAMPS: CLASS B
   1.3. ROOMS AND ENCLOSED SPACES: CLASS C
2. INTERIOR FLOOR FINISHES SHALL COMPLY WITH NCBC 804.1-804.4.2.
   2.1. ROOMS AND SPACES NOT SEPARATED FROM CORRIDORS: GROUP B = CLASS II
3. ALL INTERIOR FINISHES IN TOILETS SHALL COMPLY WITH NCBC 1210.2.1-1210.2.4

DOOR SCHEDULE

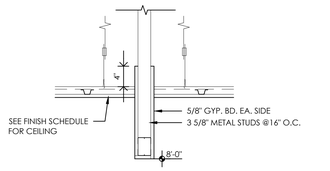
NO	ROOMS	DOORS: DOOR SIZE	MATL	FINISH	TYPE	HDW	CLOSER	PANIC	RATE	FRAMES: MATL	FINISH	TYPE	HEAD	JAMB	THRESH	REMARKS
101, 102, 103, 104, 112, 114	OFFICE, CONFERENCE, DISPATCH	3-0" x 7'-0" x 1-3/4"	WD	STAIN	D3	HDW2				HM	PAINT	A	H1	J1		
105, 106	TOILET	3-0" x 7'-0" x 1-3/4"	WD	STAIN	D1	HDW 2				HM	PAINT	A	H1	J1		
107	ARCHIVE	3-0" x 7'-0" x 1-3/4"	WD	STAIN	D1	HDW 2				HM	PAINT	A	H1	J1		
108	STORAGE	PR. 3-0" x 7'-0" x 1-3/4"	HM	PAINT	D5	HDW 4				HM	PAINT	B	H2	J2	ALUM	INSULATED
109	BREAKROOM	3-0" x 7'-0" x 1-3/4"	ALUM	PREFIN	D4	HDW 1	X	X		ALUM	PREFIN	C	H2	J2	ALUM	
110	TRAINING	3-0" x 7'-0" x 1-3/4"	WD	STAIN	D3	HDW 2				HM	PAINT	A	H1	J1		
111	J.C.	3-0" x 7'-0" x 1-3/4"	WD	STAIN	D1	HDW 3				HM	PAINT	A	H1	J1		
113	CLOSET	3-0" x 7'-0" x 1-3/4"	WD	STAIN	D2	HDW 3				HM	PAINT	A	H1	J1		
115	HALLWAY	3-0" x 7'-0" x 1-3/4"	ALUM	PREFIN	D4	HDW 1	X	X		ALUM	PREFIN	D	H2	J2	ALUM	

DOOR HARDWARE SETS

TAG	ROOM #	DESCRIPTION	HARDWARE
HDW 1	109, 115	ENTRANCE	(1) RIM EXIT DEVICES, (1) PULL, (3) BB HINGES, STRIKE PLATE, WEATHER STRIPPING, THRESHOLD, (1) CLOSER
HDW 2	101, 102, 103, 104, 105, 106, 112, 114	OFFICE, TOILET, CONFERENCE, DISPATCH	ANSI F76, LEVER HANDLE PRIVACY LOCKSET, (3) BB HINGES, (3) DOOR SILENCERS, WEATHER STRIPPING, BOTTOM SEAL, WALL STOP
HDW 3	111, 113	J.C. ELEC. CLOSET	ANSI F86 LEVER LOCKSET, (3) BB HINGES, (3) DOOR SILENCERS, WALL STOP
HDW 4	108	STORAGE	ANSI F91 LEVER LOCKSET, (6) BB HINGES, STRIKE PLATE, WEATHER STRIPPING, THRESHOLD, KICK DOWN STOP, DOOR COORDINATOR, (2) CLOSERS

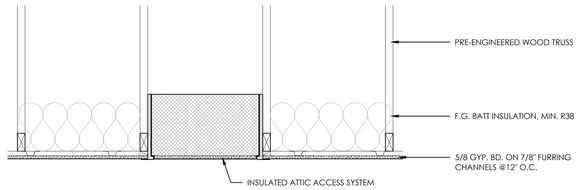
DOOR NOTES:

1. PROVIDE NON-REMOVABLE PINS AT EXTERIOR DOORS (U.N.O.)
2. CAULK CONT. AT INTERIOR & EXTERIOR PERIMETER FRAMES IN EXTERIOR WALLS
3. PROVIDE SOFT FILLER MATERIAL INSIDE METAL FRAME TO ACCOMMODATE ATTACHMENT OF WEATHER STRIPPING & METAL DRIP
4. ALL THRESHOLDS TO BE ADA COMPLIANT; THE FINISHED FLOOR ELEVATION ON BOTH SIDES OF A DOOR SHALL NOT BE MORE THAN 1/4" LOWER THAN THE THRESHOLD OF THE DOORWAY
5. SEE STRUCTURAL DRAWINGS FOR REINFORCING AT DOOR HEADS.
6. FILL JAM AND HEADER STUDS W/ INUSLATION (TYP. IN INSULATED WALLS)
7. MAXIMUM DOOR OPENING EFFORTS (2018 NCBC SECTION 1010.1.3):
   - A 5 LB. FORCE SHALL OPEN INTERIOR SWINGING EGRESS DOORS, OTHER THAN FIRE DOORS
   - A 15 LB. FORCE SHALL RELEASE DOOR LATCH
   - A 30 LB. FORCE SHALL SET DOOR IN MOTION
   - A 15 LB. FORCE SHALL SWING DOOR FULL-OPEN.
8. ALL DOORS PROVIDED W/ LATCHING HARDWARE SHALL BE EQUIPPED W/ SINGLE-EFFORT, NON GRASP HARDWARE (I.E. LEVER - UNLESS PROVIDED W/ PANIC HARDWARE)
9. LEVER & PANIC HARDWARE SHOULD BE MOUNTED BETWEEN 30" AND 44" ABOVE THE FINISHED FLOOR
10. ALL REQUIRED EXIT DOOR HARDWARE SHALL COMPLY WITH TH E NCBC & CHAPTER 10 OF THE NC FIRE PREVENTION CODE.
11. ALL EXTERIOR THRESHOLDS TO HAVE INTEGRAL WATER STOPS.
12. EXTERIOR DOORS MUST MEET A LEAKAGE RATE IN ACCORDANCE WITH ASTM 283.
13. EXTERIOR DOORS AND GLAZING SHALL COMPLY WITH THERMAL ENVELOPE REQUIREMENTS.
14. ALL DOOR HARDWARE TO BE MOUNTED BETWEEN 34" AND 44" A.F.F.
15. ALL DOOR CLOSERS SHALL HAVE A MINIMUM SWEEP PERIOD OF 3 SECONDS FOR THE DOOR TO MOVE FROM A 70 DEGREE OPEN POSITION TO A POINT 3" FROM THE LATCH.



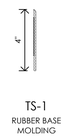
A1.2-02 TYPICAL BULKHEAD DETAIL

SCALE: 1" = 1'-0"



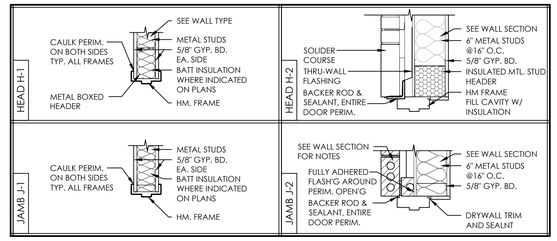
A1.2-03 TYPICAL ATTIC ACCESS

SCALE: 3/8" = 1'-0"



A1.2-04 TRIM SHAPES

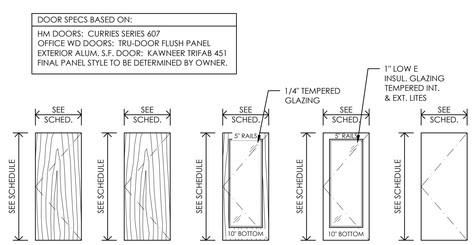
SCALE: 3" = 1'-0"



A1.2-05 HEAD AND JAMB TYPES

SCALE: 1" = 1'-0"

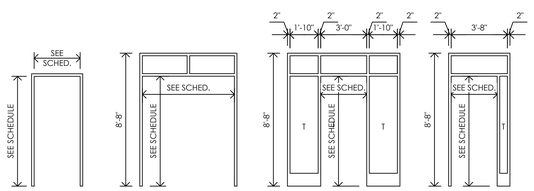
DOOR SPECS BASED ON:
HM DOORS: CURRIES SERIES 607
OFFICE WD DOORS: TRU-DOOR FLUSH PANEL
EXTERIOR ALUM. S.F. DOOR: KAWNEER TRIFAB 451
FINAL PANEL STYLE TO BE DETERMINED BY OWNER.



A1.2-06 DOOR TYPES

SCALE: 1/4" = 1'-0"

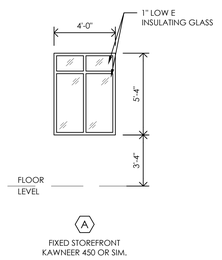
NOTE: ALL HOLLOW METAL STEEL DOORS AND FRAMES SHALL BE SHOP PRIMED AND FIELD PAINTED



A1.2-07 DOOR FRAMES

NOTE: T = TEMPERED

SCALE: 1/4" = 1'-0"



A1.2-08 WINDOW TYPES

SCALE: 1/4" = 1'-0"

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REFLECTED CEILING PLAN & SCHEDULES

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM

2726 OLD CONCORD RD.
SALISBURY, NC

DRAWN BY: RRG
CHECKED BY: DRB
DATE: 6/8/23
PROJECT #: 2311

SHEET NUMBER
A1.2
OF: 6

the BOGLE FIRM
ARCHITECTURE
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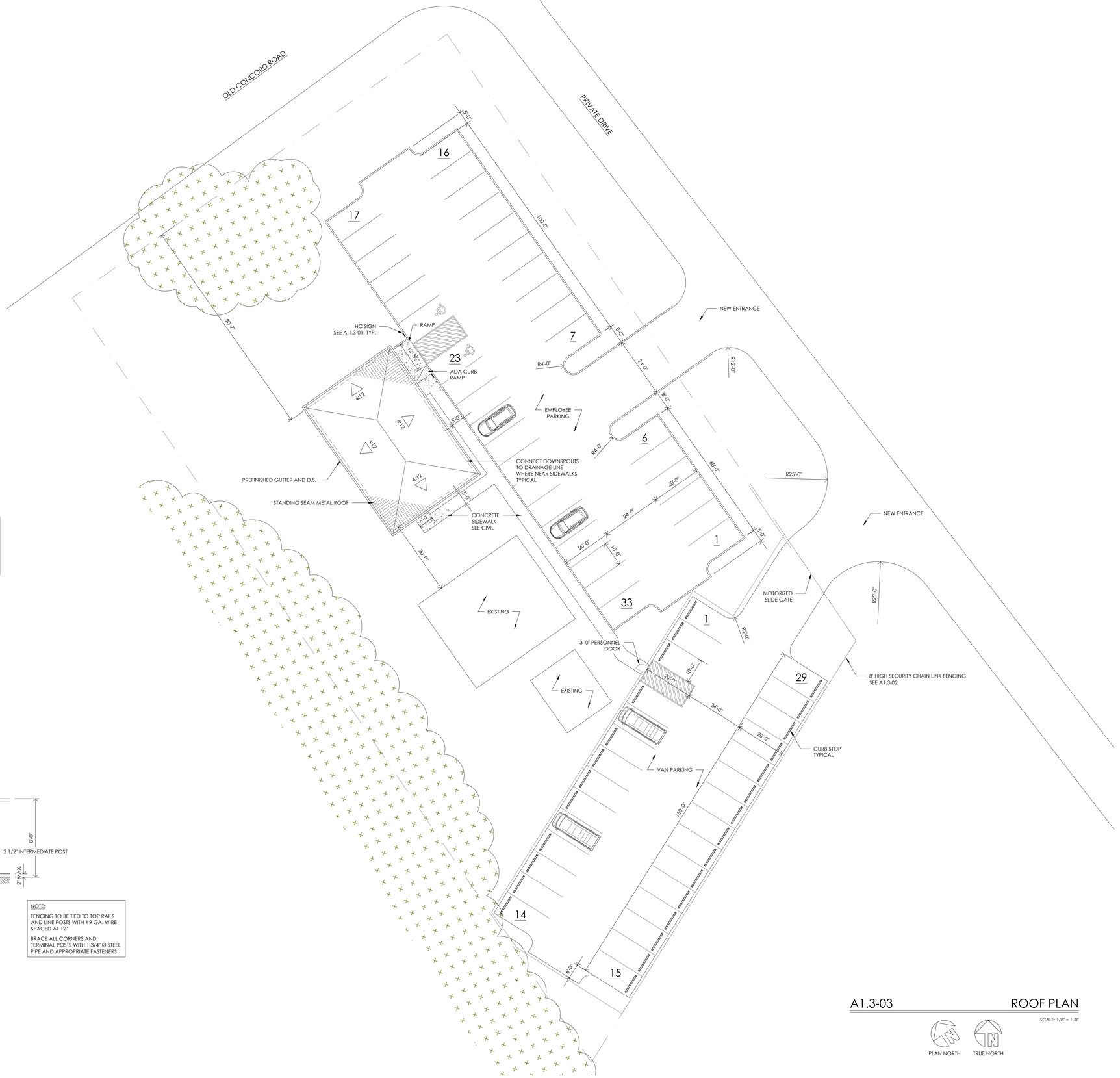
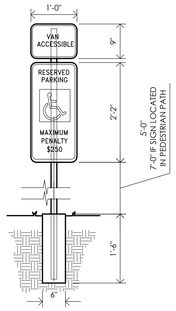
ROOF PLAN AND DETAILS





VAN ACCESSIBLE SIGN
AS REQUIRED (SEE SITE PLAN)
CENTER SIGN IN FRONT OF SPACE
NOTED AS HANDICAPPED PARKING
SPACE ON "SITE PLAN"
METAL SIGN TO BE r7-8en - "NORTH
CAROLINA HANDICAPPED PARKING
SIGN" IN COMPLIANCE WITH N.C.
STATE BUILDING CODE AS
MANUFACTURED BY SignOutfitters
OR EQUAL

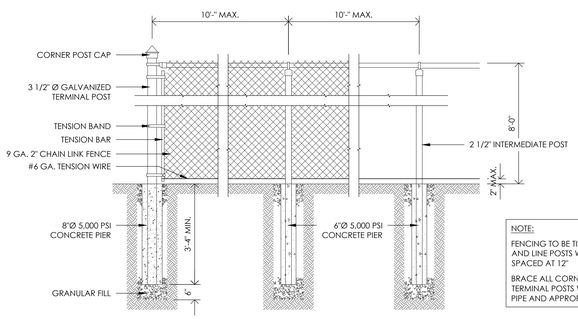
1 1/2" DIA. GALVANIZED STEEL
PIPE. PAINT BLACK

SET PIPE IN CONCRETE

NOTE:
AT EACH LOCATION SHOWN
ON SITE PLAN AS HANDICAPPED
PARKING, PAINT (W/ WHITE
TRAFFIC MARKING PAINT)
HANDICAPPED SYMBOL AS SHOWN
ON SIGN DETAIL.

A1.3-01 ADA PARKING SIGN

SCALE: 3/4" = 1'-0"



NOTE:
FENCING TO BE TIED TO TOP RAILS AND LINE POSTS WITH #9 GA. WIRE SPACED AT 12'

BRACE ALL CORNERS AND TERMINAL POSTS WITH 1 3/4" Ø STEEL PIPE AND APPROPRIATE FASTENERS

A1.3-02 ADA PARKING SIGN

SCALE: 3/4" = 1'-0"

A1.3-03 ROOF PLAN

SCALE: 1/8" = 1'-0"

PLAN NORTH TRUE NORTH

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM

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SALISBURY, NC

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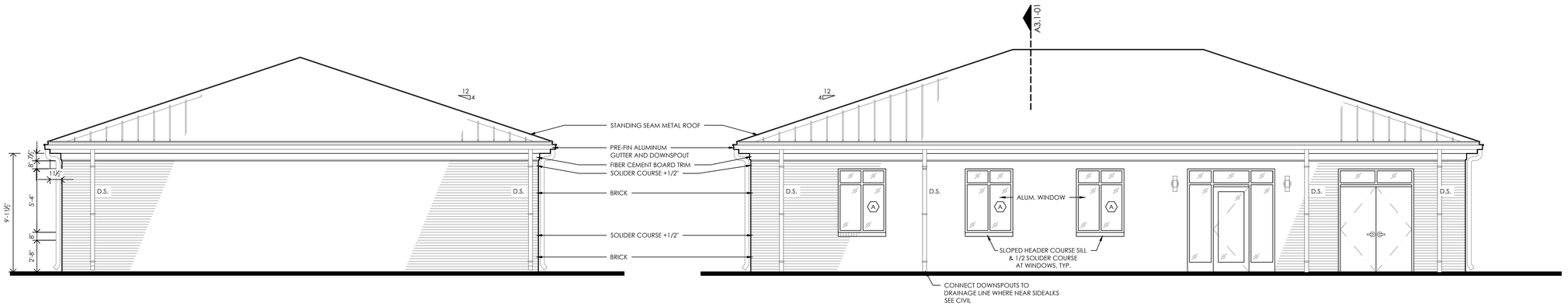
SHEET NUMBER
A1.3
OF: 6

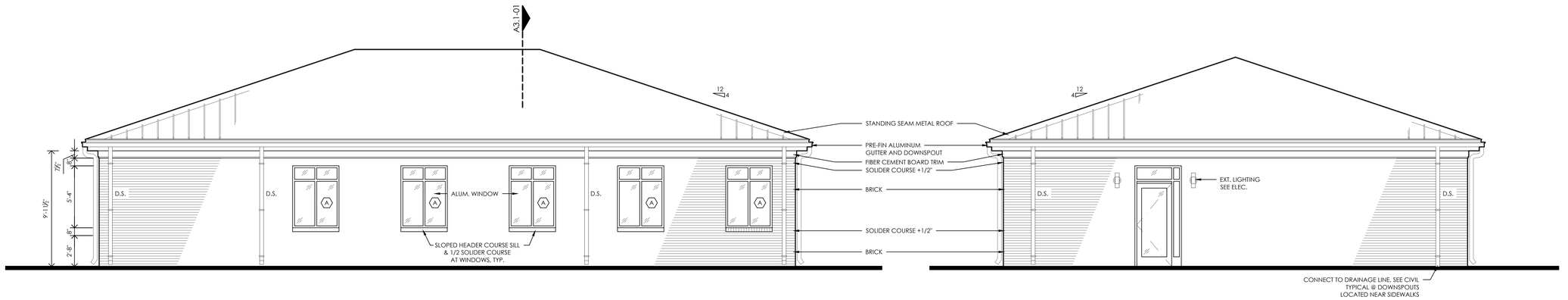


A2.1-01 NORTH ELEVATION

SCALE: 1/4" = 1'-0"

A2.1-02 EAST ELEVATION

SCALE: 1/4" = 1'-0"



A2.1-03 WEST ELEVATION

SCALE: 1/4" = 1'-0"

A2.1-04 SOUTH ELEVATION

SCALE: 1/4" = 1'-0"

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ELEVATIONS

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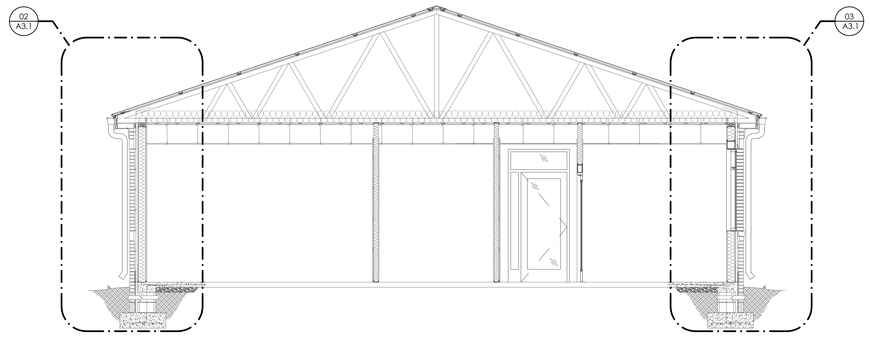


A3.1-01 BUILDING SECTION

SCALE: 1/4" = 1'-0"

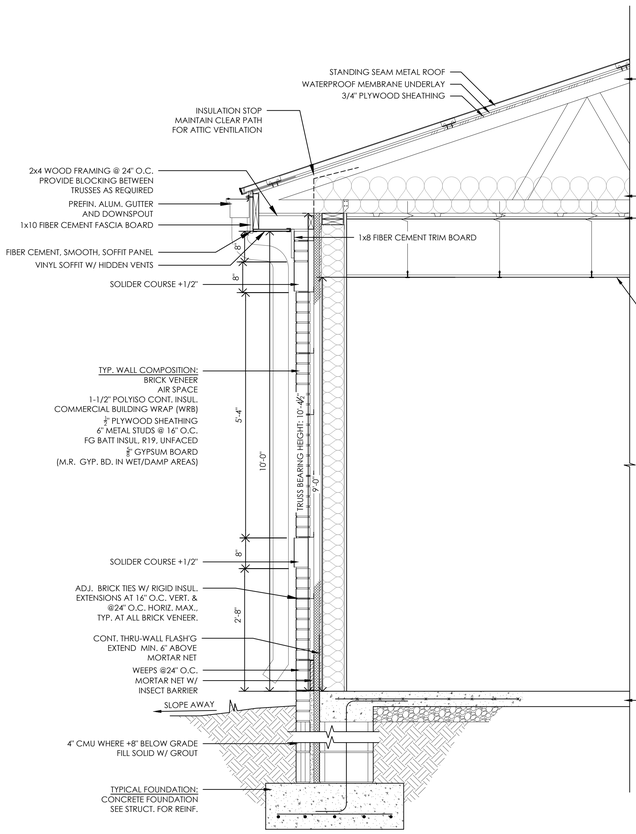
GENERAL SECTION NOTES:

EXTERIOR WALL INSULATION

1. INSULATION SHALL COMPLETELY FILL ALL AREAS BETWEEN FRAMING MEMBERS.
2. INSULATION SHALL FILL AROUND ALL ELECTRICAL BOXES, WIRING CONDUIT, AND PIPES ENSURING THAT ALL GAPS AND VOIDS ARE FILLED.
3. INSULATION SHALL BE PLACED ON THE COLD SIDE OF PIPES AND DRAINS.
4. HEADERS AND JAMBS ON WINDOWS AND DOORS SHALL BE FILLED WITH INSULATION OR FOAMED.
5. INSULATION SHALL BE CONTINUOUS BEHIND CORNER STUDS OF INTERIOR PARTITION WALLS.
6. ALL ROUGH-IN WORK ON EXTERIOR WALLS SHALL BE COMPLETED PRIOR TO INSULATING WALLS.
7. INSULATION SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.

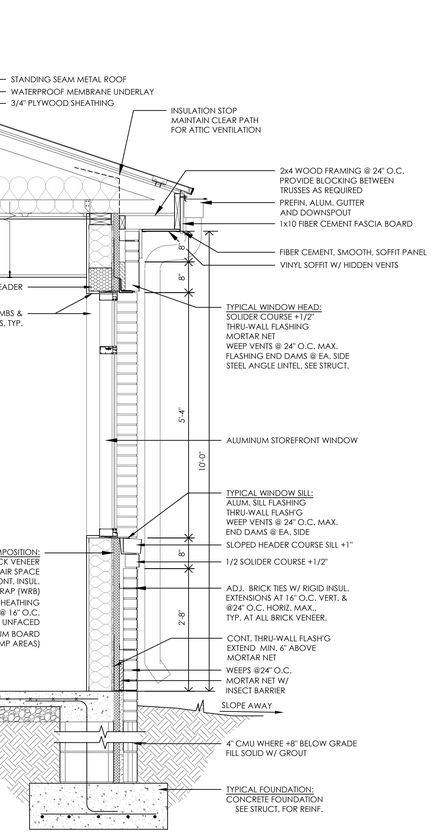
WALL, FLOOR, AND CEILING

1. DO NOT PLACE ANY TYPE OF RECEPTACLE BOX (ELECTRICAL, CATV, TELEPHONE, ETC.) BACK-TO-BACK WITHIN WALLS.
2. INSTALL CONTINUOUS ACOUSTICAL SEALANT AROUND THE PERIMETER OF ALL ACOUSTIC PARTITIONS.
3. INSTALL CONTINUOUS ACOUSTICAL SEALANT AROUND THE PERIMETER OF ALL ACOUSTIC PARTITIONS SUCH AS DEMISING & CORRIDOR WALLS, AROUND THE PERIMETER OF EXTERIOR WALLS, AND AROUND ALL WALL PENETRATIONS, INCL. PIPES, RECEPTACLE BOXES, SWITCHES, DUCTS, ETC. THROUGH SUCH WALLS.
4. INSTALL CONTINUOUS ACOUSTICAL SEALANT AROUND THE PERIMETER FLOOR/CEILING ASSEMBLIES AND THE PERIMETER OF ALL PENETRATIONS THROUGH FLOOR AND CEILING ASSEMBLIES INCLUDING PIPES, DUCTS, RECESSED CAN LIGHT FIXTURES, J-BOXES, ETC.
5. INSTALL MIN. 3 1/2" ACOUSTICAL BATT INSULATION IN ALL WALLS AROUND COMMON SPACES, OFFICES, AND BUILDING ENTRANCE VESTIBULES.
6. WHERE FINISHES ARE APPLIED TO ONLY ONE FACE OF FRAMING, PROVIDE HORIZONTAL BACKER BRACE AT MID-HEIGHT, SCREWED TO ALL STUDS
7. INSTALL METAL CORNER REINFORCEMENT TRIM AT ALL OUTSIDE CORNER CONDITIONS. TRIM SHALL BE USG DUR-A-BEAD OR SIMILAR.
8. COORDINATE WITH OTHER TRADES FOR THE INSTALLATION OF WOOD OR STEEL BLOCKING.
9. COMPLY WITH THE RECOMMENDATIONS OF THE GYPSUM CONSTRUCTION HANDBOOK, PUBLISHED BY USG CORP., LATEST EDITION, FOR METHODS AND INSTALLATION OF STEEL FRAMING AND GYPSUM DRYWALL SYSTEMS.
10. ALL GYPSUM BOARD UTILIZED IN THE PROJECT SHALL HAVE THE MAXIMUM AVAILABLE RECYCLED OR RECONSTITUTED MATERIAL CONTENT–UP TO 100%. GENERAL CONTRACTOR SHALL VERIFY WITH ARCHITECT THE SOURCE, BRAND AND CONTENT OF GYPSUM BOARD PROPOSED TO BE USED PRIOR TO CONSTRUCTION.
11. SEAL ALL PENETRATIONS THROUGH EXTERIOR WALL WITH EITHER SEALANT OR EXPANDING FOAM SEALANT.



A3.1-02 WALL SECTION

SCALE: 3/4" = 1'-0"



A3.1-03 WALL SECTION

SCALE: 3/4" = 1'-0"

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BUILDING AND WALL SECTIONS

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM

2726 OLD CONCORD RD.
SALISBURY, NC

DRAWN BY: RRG
CHECKED BY: DRB
DATE: 6/8/23
PROJECT #: 2311

SHEET NUMBER
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OF: 6

GENERAL NOTES:

1. PROVIDE WOOD BLOCKING IN WALLS BEHIND ALL CABINETS & SHELVING UNITS OR OTHER WALL HUNG ITEMS.
2. FURR WALLS WHERE REQUIRED TO COMPLETE CASEWORK.
3. VERIFY ALL SPECIFICATIONS & DOCUMENTS FOR PLUMBING WITH JURISDICTIONAL REQUIREMENTS.
4. VERIFY LOCATIONS WITH EQUIPMENT SPECIFICATIONS
5. BTU REQUIREMENTS: REFER TO EQUIPMENT SCHEDULE ON MECHANICAL SHEETS.
6. MAINTAIN AIR FLOW FROM ALL HVAC COMPONENTS SO THAT THERE IS MORE AIR FLOW TO THE FRONT OF THE SPACE THAN THE REAR. VERIFY & CORRECT WITH LOCAL AUTHORITIES FOR PROPER HVAC BALANCE TO SPACE.

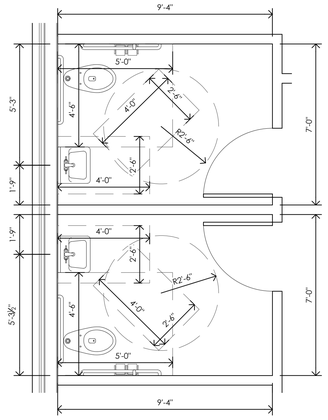
RESTROOM NOTES:

1. FLUSH CONTROLS SHALL BE MOUNTED FOR USE FROM THE WIDE SIDE OF THE WATER CLOSET AREA AND NOT MORE THAN 44 INCHES ABOVE THE FLOOR
2. TOILET PAPER AND OTHER DISPENSERS OR RECEPTACLES SHALL BE INSTALLED WITHIN EASY REACH OF THE WATER CLOSET, AND SHALL NOT INTERFERE WITH UNOBSTRUCTED FLOOR SPACE OR GRAB BAR UTILIZATION
3. GRAB BARS SHALL BE FREE FROM ANY SHARP OR ABRASIVE OBJECTS. EDGES SHALL HAVE A 1/8" MIN. RADIUS. BAR SHALL ALSO HAVE AN OUTSIDE DIAMETER NO LESS THAN 1 1/4" OR MORE THAN 1 1/2" AND SHALL PROVIDE A CLEARANCE OF 1 1/2" BETWEEN GRAB BAR AND WALL. STRUCTURAL STRENGTH OF GRAB BARS, FASTENERS AND MOUNTING DEVICES SHALL MEET THE JURISDICTIONAL REQUIREMENTS.
   - 3.1. BENDING STRESS INDUCED BY MAXIMUM BENDING MOMENT OF 300 POUNDS SHALL BE LESS THAN THE ALLOWABLE STRESS.
   - 3.2. SHEAR STRESS INDUCED BY 300 POUNDS SHALL BE LESS THAN THE ALLOWABLE STRESS. IF THE CONNECTION BETWEEN THE MOUNTING BRACKET OR OTHER SUPPORT IS FULLY RESTRAINED THEN DIRECT AND TORSIONAL SHEAR STRESSES SHALL BE TOTALED FOR THE COMBINED SHEAR STRESS.
   - 3.3. SHEAR FORCE INDUCED IN A FASTENER OR MOUNTING DEVICE FROM THE APPLICATION OF 300 POUNDS SHALL BE LESS THAN THE ALLOWABLE LATERAL LOAD OF EITHER THE FASTENER OR MOUNTING DEVICE OR SUPPORTING STRUCTURE, WHICHEVER THE SMALLER ALLOWABLE LOAD.
   - 3.4. TENSILE FORCE INDUCED IN A FASTENER BY A DIRECT TENSION FORCE OF 300 POUNDS PLUS THE MAXIMUM MOMENT FROM THE APPLICATION OF 300 POUNDS SHALL BE LESS THAN THE ALLOWABLE WITHDRAWAL LOAD BETWEEN THE FASTENER AND THE SUPPORTING STRUCTURE.
4. LAVATORIES: THE TOTAL DEPTH OF THE CLEAR SPACE BENEATH A LAVATORY SHALL BE NOT LESS THAN 17 INCHES, KNEE CLEARANCE SHALL BE NOT LESS THAN 29 INCHES IN HEIGHT AND 30 INCHES IN WIDTH.
6. THE HEIGHT OF ALL ACCESSIBLE ADULT WATER CLOSETS SHALL BE 17" A.F.F. TO THE TOP OF THE TOILET SEAT.
7. TOILET SEATS SHALL NOT BE SPRUNG TO RETURN TO A LIFTED POSITION.
8. EQUIPMENT MAY BE SUBSTITUTED BY AN EQUIVALENT. ANY SUBSTITUTIONS MUST BE APPROVED BY THE OWNER.

TOILET ACCESORIES

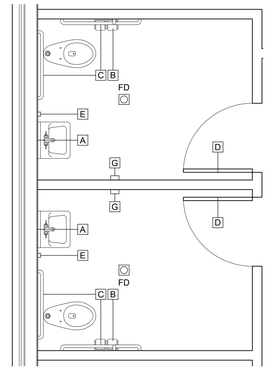
GENERAL NOTES:
1. PRODUCTS AS MANUFACTURED BY FOLLOWING WILL BE ACCEPTED AS EQUAL:
   BOBRICK WASHROOM EQUIPMENT INC.
   BRADLEY CORPORATION
   AMERICAN DISPENSER COMPANY
2. TOILET ACCESSORIES SHALL BE STAINLESS STEEL UNLESS NOTED OTHERWISE.
4. PROVIDE WOOD BLOCKING IN WALLS BEHIND ALL TOILET ACCESSORIES.
5. INSTALL ALL TOILET ACCESSORIES AS REQUIRED TO COMPLY WITH GOVERNING CODE REQUIRING ACCESS FOR THE HANDICAPPED.
6. COORDINATE WITH OWNER/ARCHITECT FOR FINAL LOCATION OF ALL ACCESSORIES

MARK	ITEM	SPECIFICATIONS
A	MIRROR TYPE "A" OVER LAVATORIES	BOBRICK MODEL NO. B-290-2442 SIZE: 24" x 42"
B	MULTI-ROLL TOILET TISSUE DISPENSER	BOBRICK B-2892
C	GRAB BARS 1 x 42" HORIZONTAL, 1 x 36" HORIZONTAL, AND 1 x 18" VERTICAL ON TWO WALLS. SINGLE TOILET PROVIDE ONE PAIR.	BOBRICK MODEL NO. B-5806 x 42" BOBRICK MODEL NO. B-5806 x 36" BOBRICK MODEL NO. B-5806 x 18"
D	DOUBLE ROBE HOOK	BOBRICK MODEL NO. B-6727
E	SURFACE MOUNTED SOAP DISPENSER	PROVIDED BY OWNER'S VENDOR INSTALLED BY GC
F	STAINLESS STEEL SHELF W/ MOP AND BROOM HOLDERS AND HOOKS	BOBRICK MODEL NO. B-239x34
G	PAPER TOWEL DISPENSER	BOBRICK MODEL NO. B-262



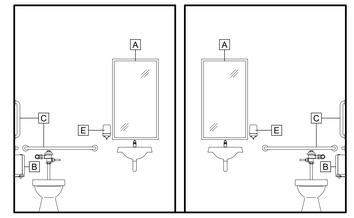
A4.1-01 ENLARGED TOILET PLAN: DIMENSIONS

SCALE: 3/8" = 1'-0"



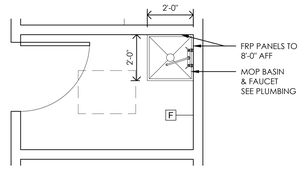
A4.1-02 ENLARGED TOILET PLAN: ACCESSORIES

SCALE: 3/8" = 1'-0"

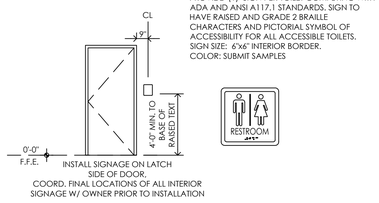


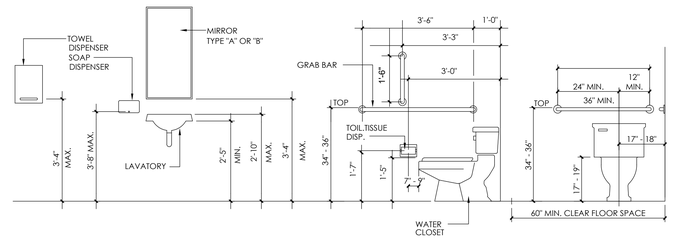
A4.1-03 INTERIOR ELEVATIONS

SCALE: 3/8" = 1'-0"



NOTE
APPLY SILICON SEALANT AROUND TOP AND SIDES OF BASIN AT WALLS & FLOOR





A4.1-04 ENLARGED PLAN

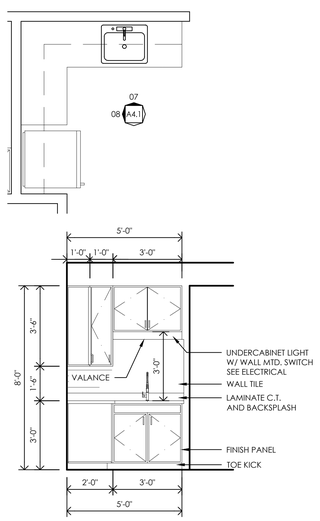
SCALE: 3/8" = 1'-0"

A4.1-05 DOOR SIGN DETAILS

NTS

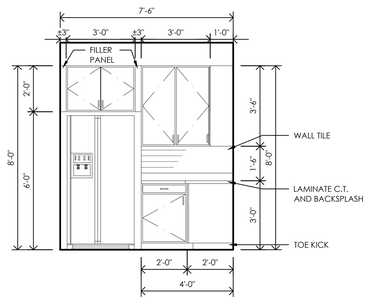
A4.1-06 TOILET ACCESSORIES MOUNTING HEIGHTS

NTS



A4.1-07 INTERIOR ELEVATION

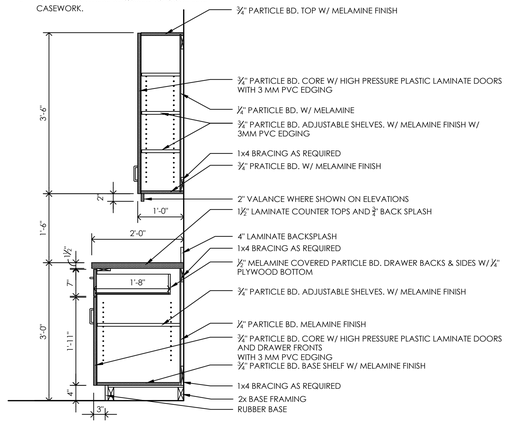
SCALE: 3/8" = 1'-0"



A4.1-08 INTERIOR ELEVATION

SCALE: 3/8" = 1'-0"

NOTES:
1. PROVIDE WOOD BLOCKING IN WALLS BEHIND ALL CABINETS & SHELVING UNITS OR OTHER WALL HUNG ITEMS.
2. FURR WALLS WHERE REQUIRED TO COMPLETE CASEWORK.



TYP. CABINETRY FINISHES
- PLASTIC LAMINATE CABINETRY AND BASE
- MELAMINE WRAPPED SHELVING
- FILLER STRIPS TO MATCH CABINETRY
- PLASTIC LAMINATE COUNTERTOP AND BACKSPLASH

A4.1-09 CASEWORK DETAILS

SCALE: 3/4" = 1'-0"

the BOGLE FIRM
ARCHITECTURE
110 N. MAIN ST. SUITE 200 SALISBURY, NC 28144
pete@boglefirm.com
www.boglefirm.com
704.638.2015

PUBLICATION OR REUSE OF THESE DRAWINGS OR ANY INCLUDED DETAILS MUST BE WITH THE WRITTEN CONSENT OF THE FIRM'S PRINCIPAL ARCHITECT.

ENLARGED TOILET PLANS & INTERIOR ELEV.

NEW FACILITY FOR ROWAN COUNTY TRANSIT SYSTEM
2726 OLD CONCORD RD.
SALISBURY, NC

DRAWN BY: RRG
CHECKED BY: DRB
DATE: 6/8/23
PROJECT #: 2311

SHEET NUMBER
A4.1
OF: 6

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Nan Buehrer, Executive Director, Rufty Holmes Senior Center
DATE:	6/19/23
SUBJECT:	HCCBG Allocation Request

Please find attached the Rowan County HCCBG Advisory Committee's recommendations for Bd of Commissioners approval of FY24 allocations.

ATTACHMENTS:

Description	Upload Date	Type
Allocation Request	6/8/2023	Cover Memo

RUFTY-HOLMES
SENIOR CENTER

Serving Rowan County, NC Older Adults

www.ruftyholmes.org 1120 S. MLK Jr. Ave, Salisbury, NC 704-216-7714

June 7, 2023

TO: Rowan County Board of Commissioners, Aaron Church, Rowan County Manager

FROM: Nan Buehrer, Executive Director
Rufty-Holmes Senior Center, and Lead Agency for HCCBG Committee

RE: Home & Community Care Block Grant Funding Plan for FY 2023-2024

RESPONSE REQUESTED: **Signed, Approved Plan must be submitted to Centralina Area Agency on Aging by 6/30/2023**

Attached, please find the proposed funding plan for the use of Home and Community Care Block Grant funds of $1,061,142 allocated to Rowan County for FY 2023-2024. This funding provides vital services for Rowan County's Older Adults, comprising 24% of our county's population.

The funding is an increase of $64,477 over the prior year. The HCCBG Advisory Committee met and recommends the funding plan as attached. The additional funds were allocated to Home Delivered Meals, $21,493; Adult Day Services, $21,493; Senior Center Operations, $21,491. The Grant requires a minimum 10% matching allocation, and we thank the County Commissioners for providing that match.

Services will be provided by Rowan Transit System, Rowan County Dept. of Social Services, Rufty-Holmes Senior Center, Meals on Wheels Rowan, and Trinity Living Center.

We acknowledge and thank the Commissioners for the additional support from the County, above and beyond the required matching funds, for the provision of these important services on behalf of our older adult citizens. I will be glad to answer any questions you may have.

With Optimism,

Nan Buehrer

Nan Buehrer
Director

Cc: Rowan County HCCBG Advisory Committee

HCCBG Budget

DAAS-730
(Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Funding Plan

Identification of Agency or Office with Lead Responsibility for County Funding Plan

County: Rowan July 1, 2023 through June 30, 2024

The agency or office with lead responsibility for planning and coordinating the County Funding Plan recommends this funding plan to the Board of Commissioners as a coordinated means to utilize community-based resources in the delivery of comprehensive aging services to older adults and their families

Rufty-Holmes Senior Center
(Name of Agency/Office with lead responsibility)

Nan Buehrer 6-7-2023
Authorized Signature Date

Nan Buehrer, Director
(Type name and title of signatory agent)

HCCBG Budget

DAAS-731 (Rev. 2/16)

Home and Community Care Block Grant for Older Adults

County Rowan

County Funding Plan

July 1, 2023 through June 30, 2024

County Services Summary

	A				B	C	D	E	F	G	H	I
	Block Grant Funding											
Services	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units
RH-Senior Center Operation	$ -	$ -	$ 138,617	$ 138,617	$ 15,402	$ 154,019	$ -	$ 154,019	-	$ -		-
RH-Congregate Nutrition	$ -	$ -	$ 284,639	$ 284,639	$ 31,627	$ 316,266	$ 23,600	$ 339,866	25,547	$ 12.3799	400	29,500
RMOW-Home Delivered Meals	$ -	$ 86,884	$ -	$ 86,884	$ 9,654	$ 96,538	$ 61,680	$ 158,218	7,293	$ 13.2377	29	79,214
RTrnst-Transp (General)	$ 180,242	$ -	$ -	$ 180,242	$ 20,027	$ 200,269	$ -	$ 200,269	10,520	$ 19.0368	120	14,500
RTrnst-Transp (Medical)	$ 45,000	$ -	$ -	$ 45,000	$ 5,000	$ 50,000	$ -	$ 50,000	2,000	$ 25.0000	100	2,000
TLC-Adult Day Care	$ -	$ 24,778	$ -	$ 24,778	$ 2,753	$ 27,531	$ -	$ 27,531	584	$ 47.1431	10	1,139
TLC-Adult Day Health	$ -	$ 58,660	$ -	$ 58,660	$ 6,518	$ 65,178	$ -	$ 65,178	1,144	$ 56.9625	19	1,414
DSS-In-Home Aide-Level I - HM	$ -	$ 1,152	$ -	$ 1,152	$ 128	$ 1,280	$ -	$ 1,280	47	$ 27.5064	2	47
DSS-In-Home Aide-Level II - PC	$ -	$ 199,056	$ -	$ 199,056	$ 22,117	$ 221,173		$ 221,173	7,738	$ 28.5841	52	7,815
DSS-In-Home Aide-Level III - PC	$ -	$ 42,112	$ -	$ 42,112	$ 4,679	$ 46,791		$ 46,791	1,485	$ 31.5073	6	1,500
				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
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				$ -	$ -	$ -		$ -				
				$ -	$ -	$ -		$ -				
Total	$ 225,242	$ 412,642	$ 423,256	$ 1,061,140	$ 117,905	$ 1,179,045	$ 85,280	$ 1,264,325	56,357		738	137,129

Signature, Chairman, Board of Commissioners Date

State Fiscal Year:	SFY 2023-2024
Provider Name:	RUFTY-HOLMES SENIOR CENTER
Address Line 1:	1120 S. MLK JR. Ave
Address Line 2:	Salisbury, NC 28144
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered		Federal/State	Local Match	
	Senior Center Operation	170	$ 138,617	$ 15,402	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	Congregate Nutrition	180	$ 284,639	$ 31,627	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
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REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service		Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Senior Center Operation	170	$ 117,126		$ 138,617	0.0000	$ 21,491	$ -
Congregate Nutrition	180	$ 284,639	$ 12.1422	$ 284,639	12.3799	$ -	$ 0.2377
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
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					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: RUFTY-HOLMES SENIOR CENTER

State Fiscal Year: SFY 2023-2024

Fiscal Period: July 2023 through June 2024

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Senior Center Operation	SERVICE Congregate Nutrition	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
	Executive Director	$ 83,000	1	FULL TIME	$ 83,000	$ 44,048	$ 29,952	$ 9,000					
	Finance Office Manager	$ 50,000	0.75	PART TIME	$ 37,500	$ 12,250	$ 23,250	$ 2,000					
	Nutrition Manager	$ 52,000	1	FULL TIME	$ 52,000		$ 3,614	$ 48,386					
	Program Manager	$ 50,000	1	FULL TIME	$ 50,000	$ 4,280	$ 42,720	$ 3,000					
	Fitness Manager	$ 50,000	0.65	PART TIME	$ 32,500		$ 32,500						
	Comm. Resources Mgr	$ 50,000	1	FULL TIME	$ 50,000	$ 3,297	$ 44,103	$ 2,600					
	Facility Manager	$ 43,680	1	FULL TIME	$ 43,680	$ 6,000	$ 37,680						
	Program Assistant	$ 31,200	0.4	PART TIME	$ 12,480		$ 12,480						
	Outreach Coordinator	$ 31,200	0.4	PART TIME	$ 12,480		$ 12,480						
	Congregate Site Coord	$ 28,560	0.5	PART TIME	$ 14,280			$ 14,280					
	Congregate Site Coord	$ 28,560	0.5	PART TIME	$ 14,280			$ 14,280					
	Congregate Site Coord	$ 28,560	0.5	PART TIME	$ 14,280			$ 14,280					
	Congregate Site Coord	$ 28,560	0.5	PART TIME	$ 14,280			$ 14,280					
	Congregate Site Coord	$ 28,560	0.5	PART TIME	$ 14,280			$ 14,280					
	Congregate Site Coord	$ 28,560	0.5	PART TIME	$ 14,280			$ 14,280					
	Front Desk Staff	$ 30,800	0.5	PART TIME	$ 15,400		$ 15,000	$ 400					
	Front Desk Staff	$ 30,800	0.5	PART TIME	$ 15,400		$ 15,000	$ 400					
	Fitness Instructors	$ 30,000	0.5	PART TIME	$ 15,000		$ 15,000						
	Housekeeping Staff	$ 27,040	0.25	PART TIME	$ 6,760		$ 6,760						
	Marketing	$ 41,600	0.25	PART TIME	$ 10,400		$ 10,400						
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				SUBTOTAL FT:	$ 278,680	$ 57,625	$ 158,069	$ 62,986	$ -	$ -	$ -	$ -	$ -
				SUBTOTAL PT:	$ 243,600	$ 12,250	$ 142,870	$ 88,480	$ -	$ -	$ -	$ -	$ -
				TOTAL	$ 522,280	$ 69,875	$ 300,939	$ 151,466	$ -	$ -	$ -	$ -	$ -
				PERCENT FT:	53.36%	82.47%	52.53%	41.58%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
				PERCENT PT:	46.64%	17.53%	47.47%	58.42%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

North Carolina Division of Aging and Adult Services'
Service Cost Computation Worksheet

DAAS-732A

Provider: RUFTY-HOLMES SENIOR CENTER
County: ROWAN
Budget Period: July 2023 through June 2024

I. Projected Revenues	Grand Total		Service: Senior Center Operation 170	Service: Congregate Nutrition 180	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 423,256		$ 138,617	$ 284,639	$ -	$ -	$ -	$ -	$ -
Required Minimum Match - Cash									
1) Rowan County	$ 47,029		$ 15,402	$ 31,627					
2)	$ -								
3)	$ -								
Total Required Minimum Match - Cash	$ 47,029		$ 15,402	$ 31,627	$ -	$ -	$ -	$ -	$ -
Required Minimum Match - In-Kind									
1)	$ -								
2)	$ -								
3)	$ -								
Total Required Minimum Match - In-Kind	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 47,029		$ 15,402	$ 31,627	$ -	$ -	$ -	$ -	$ -
C. Subtotal, Fed/State/Required Match Revenues	$ 470,285		$ 154,019	$ 316,266	$ -	$ -	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ 23,600		$ -	$ 23,600	$ -	$ -	$ -	$ -	$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -								
Local Cash, Non-Match									
1) County General Fund	$ 199,223		$ 181,223	$ 18,000					
2) County Senior Center Grant	$ 83,530		$ 83,530						
3) City of Salisbury	$ 63,000		$ 63,000						
4)	$ -								
F. Subtotal, Local Cash, Non-Match	$ 345,753		$ 327,753	$ 18,000	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match									
1) Donations	$ 42,828		$ 32,388	$ 10,440					
2) Grants	$ -								
3) Program fees	$ 50,000		$ 50,000						
G. Subtotal, Other Revenues, Non-Match	$ 92,828		$ 82,388	$ 10,440	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)									
1)	$ -			$ -					
2)	$ -								
3)	$ -								
H. Subtotal, Local In-kind Resources, Non-Match	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
I. Client Cost Sharing	$ 24,500		$ 4,000	$ 20,500					
J. Total Projected Revenues (Sum LC,D,E,F,G,H, & I)	$ 956,966		$ 568,160	$ 388,806	$ -	$ -	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Senior Center Operation 170	Service: Congregate Nutrition 180	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule									
1) Full-time Staff (do not include Title V workers)	$ 278,680	$ 57,625	$ 158,069	$ 62,986	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 231,350	$ 12,250	$ 142,870	$ 88,480	$ -	$ -	$ -	$ -	$ -
A. Subtotal, Staff Salary	$ 522,280	$ 69,875	$ 300,939	$ 151,466	$ -	$ -	$ -	$ -	$ -
Fringe Benefits									
1) FICA @ 7.65 %	$ 39,954	$ 5,345	$ 23,022	$ 11,587	$ -	$ -	$ -	$ -	$ -
2) Health Insurance	$ 38,640		$ 33,660	$ 4,980					
3) Retirement	$ 5,000		$ 3,000	$ 2,000					
4) Unemployment Insurance	$ 7,159		$ 5,469	$ 1,690					
5) Worker's Compensation	$ 3,758		$ 2,700	$ 1,058					
6) Other	$ -								
B. Subtotal, Fringe Benefits	$ 94,511	$ 5,345	$ 67,851	$ 21,315	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources Non-Match									
1)	$ -								
2)	$ -								

3)	$ -									
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -									
Travel										
1) Per Diem	$ -									
2) Mileage Reimbursement	$ -									
3) Other Travel Cost	$ -									
E. Subtotal, Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Operating Expenses										
1) Utilities/Repairs/Maint/Cleaning	$ 89,870		$ 65,870	$ 24,000						
2) Food Service Provider Contract	$ 179,000			$ 179,000						
3) Adv/Printing/Postage/Assoc. Dues	$ 6,423	$ 1,000	$ 5,000	$ 423						
4) Phones/Technology	$ 12,895	$ 1,000	$ 10,000	$ 1,895						
5) Program Supplies/Training	$ 99,164	$ 2,000	$ 90,000	$ 7,164						
6) Mileage Reimbursement	$ 4,543		$ 3,000	$ 1,543						
7) Property/Liability/DO Insurance	$ 21,750	$ 4,250	$ 16,500	$ 1,000						
8) Legal/Professional Expenses	$ 22,612	$ 12,612	$ 9,000	$ 1,000						
F. Subtotal, General Operating Expenses	$ 436,257	$ 20,862	$ 199,370	$ 216,025	$ -	$ -	$ -	$ -	$ -	$ -
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -									
H. Total Proj. Expenses Prior to Admin. Distribution	$ 1,053,048	$ 96,082	$ 568,160	$ 388,806	$ -	$ -	$ -	$ -	$ -	$ -
I. Distribution of Administrative Cost	$ (0)		$ (0)	$ 0	$ -	$ -	$ -	$ -	$ -	$ -
J. Total Proj. Expenses After Admin. Distribution	$ 956,966		$ 568,160	$ 388,806	$ -	$ -	$ -	$ -	$ -	$ -

III. Computation of Rates	Grand Total		Service Senior Center Operation 170	Service Congregate Nutrition 180	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
A. Computation of Unit Cost Rate:									
1. Total Expenses (equals line II.J)	$ 956,966		$ 568,160	$ 388,806	$ -	$ -	$ -	$ -	$ -
2. Total Projected Units				29,500					
3. Total Unit Cost Rate			$ -	$ 13.1799	$ -	$ -	$ -	$ -	$ -
B. Computation of Reimbursement Rate:									
1. Total Revenues (equals line I.J)	$ 956,966		$ 568,160	$ 388,806	$ -	$ -	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ 23,600		$ -	$ 23,600	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 933,366		$ 568,160	$ 365,206	$ -	$ -	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)			-	29,500	-	-	-	-	-
5. Total Reimbursement Rate			$ -	$ 12.3799	$ -	$ -	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			-	25,547	-	-	-	-	-
D. Units Reimbursed Through Program Income*			-	1,656	-	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			-	2,297	-	-	-	-	-
F. Total Units Reimbursed/Total Projected Units			-	29,500	-	-	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Nan Buehrer	Executive Director	6/5/2023
Authorized Signature	Title	Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Home and Community Care Block Grant for Older Adults

RUFTY-HOLMES SENIOR CENTER

1120 S. MLK JR. Ave

Salisbury, NC 28144

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2023 through June 2024

Revision #: **Date:**

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
			Block Grant Funding											
	Direct	Purchase	Access	In-Home	Other	Total	Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
Senior Center Operation			$ -	$ -	$ 138,617	$ 138,617	$ 15,402	$ 154,019	$ -	$ 154,019	-	$ -		-
Congregate Nutrition		X	$ -	$ -	$ 284,639	$ 284,639	$ 31,627	$ 316,266	$ 23,600	$ 339,866	25,547	$ 12.3799	400	29,500
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ -	$ 423,256	$ 423,256	$ 47,029	$ 470,285	$ 23,600	$ 493,885	25,547		400	29,500

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Nan Buehrer 5/10/2023

Authorized Signature, Title Date

Community Service Provider

Signature, County Finance Officer Date

Signature, Chairman, Board of Commissioners Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2023 through June 2024

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: RUFTY-HOLMES SENIOR CENTER

County: ROWAN

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Rufty-Holmes Senior Center serves approximately 3,000 Rowan County Older Adults annually. Those served closely mirror the county census figures for poverty, minority, and rural older adults.
The Center Staff strive to offer services to all those who need and request services. Many health and leisure programs are offered, most at no cost, enabling older people to find something they may enjoy participating in. Scholarship funds are available for programs with a fee, so no one is denied service based on ability to pay. Congregate dining sites are hosted in suburban and rural areas, lower income neighborhoods and subsidized senior housing to reach the rural, minority and lower income older people. Prior to covid, statistics showed clients attending were 50% minority and 5% lower income. Transportation is available to all sites and the senior center. In-person outreach services are offered at lunch sites and subsidized housing locations, to ensure access to appointments and resources. RHSC works with 2nd Harvest Food Bank to provide 50 clients with monthly USDA food boxes.
Marketing efforts are done through a variety of media to ensure information on services is available. The Center hosts agencies such as Legal-Aid of NC, Div. of Services for Deaf and Hard of Hearing, Services for the Blind so clients have easy access to these state agencies. A Spanish speaking interpreter and Sign Language interpreter are available at no cost for those requesting these services.

July 2023 through June 2024

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

RUFTY-HOLMES SENIOR CENTER agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at
   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition: All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Nan Buehrer 05/10/2023

(Authorized Signature) (Date)

State Fiscal Year:	SFY 2023-2024
Provider Name:	Rowan County DSS
Address Line 1:	1813 E Innes St
Address Line 2:	Salisbury, NC 28146
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered		Federal/State	Local Match	
	In-Home Aide-Level I - Home Management	041	$ 1,152	$ 128	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	In-Home Aide-Level II - Personal Care	042	$ 199,056	$ 22,118	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	In-Home Aide-Level III - Personal Care	045	$ 42,112	$ 4,680	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service		Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
In-Home Aide-Level I - Home Management	041	$ 1,130	$ 26.7234	$ 1,152	27.5064	$ 22	$ 0.7830
In-Home Aide-Level II - Personal Care	042	$ 203,190	$ 28.8889	$ 199,056	28.5841	$ (4,134)	$ (0.3048)
In-Home Aide-Level III - Personal Care	045	$ 42,000	$ 31.1113	$ 42,112	31.5073	$ 112	$ 0.3960
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Rowan County DSS

State Fiscal Year: SFY 2023-2024

Fiscal Period: July 2023 through June 2024

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE In-Home Aide-Level I - Home Management	SERVICE In-Home Aide-Level II - Personal Care	SERVICE In-Home Aide-Level III - Personal Care	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
Pam Leonard	Social Worker II	$ 31,934	1	FULL TIME	$ 31,934		$ 319	$ 26,186	$ 5,429					
Carrie Cameron	Social Worker II	$ 7,223	1	FULL TIME	$ 7,223		$ 72	$ 5,923	$ 1,228					
					$ -									
					$ -									
					$ -			

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Rowan County DSS
County: ROWAN
Budget Period: July 2023 through June 2024

I. Projected Revenues	Grand Total		Service: In-Home Aide-Level I - Home Management 041	Service: In-Home Aide-Level II - Personal Care 042	Service: In-Home Aide-Level III - Personal Care 045	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 242,320		$ 1,152	$ 199,056	$ 42,112	$ -	$ -	$ -
Required Minimum Match - Cash								
1) County General Fund	$ 26,924		$ 128	$ 22,117	$ 4,679			
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 26,924		$ 128	$ 22,117	$ 4,679	$ -	$ -	$ -
Required Minimum Match - In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match - In-Kind	$ -		$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 26,924		$ 128	$ 22,117	$ 4,679	$ -	$ -	$ -
C. **Subtotal, Fed/State/Required Match Revenues**	$ 269,244		$ 1,280	$ 221,173	$ 46,791	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ -		$ -	$ -	$ -	$ -	$ -	$ -
E. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -							
Local Cash, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
4)	$ -							
F. **Subtotal, Local Cash, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
G. **Subtotal, Other Revenues, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1)	$ -							
2)	$ -							
3)	$ -							
H. **Subtotal, Local In-kind Resources, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -	$ -
I. **Client Cost Sharing**	$ 2,695		$ 13	$ 2,212	$ 470			
J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)**	$ 271,939		$ 1,293	$ 223,385	$ 47,261	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: In-Home Aide-Level I - Home Management 041	Service: In-Home Aide-Level II - Personal Care 042	Service: In-Home Aide-Level III - Personal Care 045	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule								
1) Full-time Staff (do not include Title V workers)	$ 39,157	$ -	$ 391	$ 32,109	$ 6,657	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
A. **Subtotal, Staff Salary**	$ 39,157	$ -	$ 391	$ 32,109	$ 6,657	$ -	$ -	$ -
Fringe Benefits								
1) FICA @ 7.65 %	$ 2,995	$ -	$ 30	$ 2,456	$ 509	$ -	$ -	$ -
2) Health Insurance	$ -							
3) Retirement	$ -							
4) Unemployment Insurance	$ -							
5) Worker's Compensation	$ -							

6) Other	$ -								
B. Subtotal, Fringe Benefits	$ 2,995	$ -	$ 30	$ 2,456	$ 509	$ -	$ -	$ -	
Local In-Kind Resources Non-Match									
1)	$ -								
2)	$ -								
3)	$ -								
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -								
Travel									
1) Per Diem	$ -								
2) Mileage Reimbursement	$ -								
3) Other Travel Cost	$ -								
E. Subtotal, Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
General Operating Expenses									
1) Service Contract	$ 229,787		$ 872	$ 188,820	$ 40,095				
2)	$ -								
3)	$ -								
4)	$ -								
5)	$ -								
6)	$ -								
7)	$ -								
8)	$ -								
F. Subtotal, General Operating Expenses	$ 229,787	$ -	$ 872	$ 188,820	$ 40,095	$ -	$ -	$ -	
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -								
H. Total Proj. Expenses Prior to Admin. Distribution	$ 271,939	$ -	$ 1,293	$ 223,385	$ 47,261	$ -	$ -	$ -	
I. Distribution of Admininistrative Cost	$ 0		$ 0	$ 0	$ (0)	$ -	$ -	$ -	
J. Total Proj. Expenses After Admin. Distribution	$ 271,939		$ 1,293	$ 223,385	$ 47,261	$ -	$ -	$ -	

III. Computation of Rates	Grand Total		Service In-Home Aide-Level I - Home Manageme 041	Service Home Aide-Level II - Personal Ca 042	Service Home Aide-Level III - Personal C 045	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
A. Computation of Unit Cost Rate:								
1. Total Expenses (equals line II.J)	$ 271,939		$ 1,293	$ 223,385	$ 47,261	$ -	$ -	$ -
2. Total Projected Units			47	7,815	1,500			
3. Total Unit Cost Rate			$ 27.5064	$ 28.5841	$ 31.5073	$ -	$ -	$ -
B. Computation of Reimbursement Rate:								
1. Total Revenues (equals line I.J)	$ 271,939		$ 1,293	$ 223,385	$ 47,261	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 271,939		$ 1,293	$ 223,385	$ 47,261	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)			47	7,815	1,500	-	-	-
5. Total Reimbursement Rate			$ 27.5064	$ 28.5841	$ 31.5073	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			47	7,738	1,485	-	-	-
D. Units Reimbursed Through Program Income*			0	77	15	-	-	-
E. Units Reimbursed Through Remaining Revenues			-	-	-	-	-	-
F. Total Units Reimbursed/Total Projected Units			47	7,815	1,500	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature _____ Title _____ Date _____

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B

Home and Community Care Block Grant for Older Adults

Rowan County DSS

1813 E Innes St

Salisbury, NC 28146

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2023 through June 2024

Revision #: **Date:**

Services	Serv. Delivery (Check One)		A				B	C	D	E	F	G	H	I
			Block Grant Funding				Required Local Match	Net Service Cost	NSIP Subsidy	Total Funding	Projected HCCBG Units	Projected Reimburse Rate	Projected HCCBG Clients	Projected Total Units
	Direct	Purchase	Access	In-Home	Other	Total								
In-Home Aide-Level I - Home Management		X	$ -	$ 1,152	$ -	$ 1,152	$ 128	$ 1,280	$ -	$ 1,280	47	$ 27.5064	2	47
In-Home Aide-Level II - Personal Care		X	$ -	$ 199,056	$ -	$ 199,056	$ 22,117	$ 221,173	$ -	$ 221,173	7,738	$ 28.5841	52	7,815
In-Home Aide-Level III - Personal Care		X	$ -	$ 42,112	$ -	$ 42,112	$ 4,679	$ 46,791	$ -	$ 46,791	1,485	$ 31.5073	6	1,500
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 242,320	$ -	$ 242,320	$ 26,924	$ 269,244	$ -	$ 269,244	9,269		60	9,362

Certification of required minimum local match availability.
Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title — Date
Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2023 through June 2024

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Rowan County DSS

County: ROWAN

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Rowan County Department of Social Services staff is fully informed of the OAA high priority status to serve low income minority individuals in accordance to their need for aging services. In the services area where we do have an inquiry list, it is standard practice to give high priority to low income minority seniors, with particular emphasis on those with the highest ADL needs. In review of this years' service records, there is evidence that 34% of all service recipients are from the minority population. Our outreach and service delivery method will continue to target low income groups. Our strategies include: presentation to local community groups/organizations, thoroughly assessing all intake calls to determine priority, assessing all Adult Protective Services cases to determine priority, distribution of brochures in target communities and seeking referrals from agencies who serve the target population.

July 2023 through June 2024

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan County DSS agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

    a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
    b. The subcontractor has not been barred from doing business at the federal level.
    c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

    d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

    e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

    Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

_____

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act
Requirements Regarding Clients Rights
For
Agencies Providing In-Home Services through the
Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Rowan County DSS

Name of Agency Administrator: Micah M. Ennis

Signature: _____

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect th there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected an held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

State Fiscal Year:	SFY 2023-2024
Provider Name:	Rowan Transit
Address Line 1:	2726 Old Concord Rd
Address Line 2:	Salisbury, NC 28146
County:	ROWAN
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered	Federal/State	Local Match	
	Transportation (General)	$ 180,242	$ 20,027	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	Transportation (Medical)	$ 45,000	$ 5,000	<<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service	Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Transportation (General)			$ 180,242	19.0368	$ 180,242	$ 19.0368
Transportation (Medical)			$ 45,000	25.0000	$ 45,000	$ 25.0000
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -
				0.0000	$ -	$ -

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Rowan Transit
County: ROWAN
Budget Period: July 2023 through June 2024

I. Projected Revenues	Grand Total		Service: Transportation (General) 250	Service: Transportation (Medical) 033	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 225,242		$ 180,242	$ 45,000	$ -	$ -	$ -	$ -
Required Minimum Match - Cash								
1) County General Fund	$ 25,027		$ 20,027	$ 5,000				
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 25,027		$ 20,027	$ 5,000	$ -	$ -	$ -	$ -
Required Minimum Match - In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match - In-Kind	$ -		$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 25,027		$ 20,027	$ 5,000	$ -	$ -	$ -	$ -
C. Subtotal, Fed/State/Required Match Revenues	$ 250,269		$ 200,269	$ 50,000	$ -	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ -		$ -	$ -	$ -	$ -	$ -	$ -
E. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -							
Local Cash, Non-Match								
1) County General Fund	$ 74,665		$ 74,665					
2)	$ -							
3)	$ -							
4)	$ -							
F. Subtotal, Local Cash, Non-Match	$ 74,665		$ 74,665	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
G. Subtotal, Other Revenues, Non-Match	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1)	$ -							
2)	$ -							
3)	$ -							
H. Subtotal, Local In-kind Resources, Non-Match	$ -		$ -	$ -	$ -	$ -	$ -	$ -
I. Client Cost Sharing	$ 1,100		$ 1,100					
J. Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)	$ 326,034		$ 276,034	$ 50,000	$ -	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Transportation (General) 250	Service: Transportation (Medical) 033	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule								
1) Full-time Staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
A. Subtotal, Staff Salary	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fringe Benefits								
1) FICA @ 7.65 %	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2) Health Insurance	$ -							
3) Retirement	$ -							
4) Unemployment Insurance	$ -							
5) Worker's Compensation	$ -							
6) Other	$ -							
B. Subtotal, Fringe Benefits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -							
Travel								
1) Per Diem	$ -							
2) Mileage Reimbursement	$ -							
3) Other Travel Cost	$ -							
E. Subtotal, Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Operating Expenses								
1) RTS Operating Expenses	$ 326,034		$ 276,034	$ 50,000				
2)	$ -							
3)	$ -							

4)	$ -							
5)	$ -							
6)	$ -							
7)	$ -							
8)	$ -							
F. Subtotal, General Operating Expenses	$ 326,034	$ -	$ 276,034	$ 50,000	$ -	$ -	$ -	$ -
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -							
H. Total Proj. Expenses Prior to Admin. Distribution	$ 326,034	$ -	$ 276,034	$ 50,000	$ -	$ -	$ -	$ -
I. Distribution of Admininistrative Cost	$ -		$ -	$ -	$ -	$ -	$ -	$ -
J. Total Proj. Expenses After Admin. Distribution	$ 326,034		$ 276,034	$ 50,000	$ -	$ -	$ -	$ -

III. Computation of Rates	Grand Total		Service Transportation (General) 250	Service Transportation (Medical) 033	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A	Service 0 #N/A
A. Computation of Unit Cost Rate:								
1. Total Expenses (equals line II.J)	$ 326,034		$ 276,034	$ 50,000	$ -	$ -	$ -	$ -
2. Total Projected Units			14,500	2,000				
3. Total Unit Cost Rate			$ 19.0368	$ 25.0000	$ -	$ -	$ -	$ -
B. Computation of Reimbursement Rate:								
1. Total Revenues (equals line I.J)	$ 326,034		$ 276,034	$ 50,000	$ -	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 326,034		$ 276,034	$ 50,000	$ -	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)			14,500	2,000	-	-	-	-
5. Total Reimbursement Rate			$ 19.0368	$ 25.0000	$ -	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			10,520	2,000	-	-	-	-
D. Units Reimbursed Through Program Income*			58	-	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			3,922	-	-	-	-	-
F. Total Units Reimbursed/Total Projected Units			14,500	2,000	-	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature	Airport & Transit Director Title	Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B
Net Service Cost	Line I.C	Col. C
NSIP Subsidy	Line I.D	Col. D
Total Funding	L. I.C+I.D	Col. E
Projected HCCBG Reimbursed Units	Line III.C	Col. F
Total Reimbursement Rate	Line III.B.5	Col. G
Projected Total Service Units	Line III.F	Col. I

Home and Community Care Block Grant for Older Adults

Rowan Transit

2726 Old Concord Rd

Salisbury, NC 28146

County Funding Plan

Provider Services Summary

DAAS-732

County: ROWAN

Budget Period: July 2023 through June 2024

Revision #: **Date:**

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate*	H Projected HCCBG Clients	I Projected Total Units
Transportation (General)			$ 180,242	$ -	$ -	$ 180,242	$ 20,027	$ 200,269	$ -	$ 200,269	10,520	$ 19.0368	120	14,500
Transportation (Medical)			$ 45,000	$ -	$ -	$ 45,000	$ 5,000	$ 50,000	$ -	$ 50,000	2,000	$ 25.0000	100	2,000
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ 225,242	$ -	$ -	$ 225,242	$ 25,027	$ 250,269	$ -	$ 250,269	12,520		220	16,500

***Adult Day Care & Adult Day Health Care Proj. Service Cost/Rate**

	ADC	ADHC
Daily Care	$33.07	$ 40.00
Administrative		
Proj. Reimbursement Rate	$33.07	$ 40.00
Administrative %	0.00%	0.00%

Certification of required minimum local match availability.
Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title — Date
Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2023 through June 2024

Methodology to Address Service Needs of Low Income (Including Low-Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency (Older Americans Act, Section 305(a)(2)(E))

Community Service Provider: Rowan Transit

County: ROWAN

The Older Americans Act requires that the service provider attempt to provide services to low-income minority individuals in accordance to their need for aging services. The community service provider shall specify how the service needs of low income, low-income (including low income minority elderly), rural elderly and elderly with limited English proficiency will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

The Rowan Transit Staff are fully informed of the OAA high priority status to service low-income minority individuals in accordance to their need for aging services. In the few services where we do have a waiting list, it is a standard practice to give higher priority to low-income minority seniors with particular emphasis on those with the highest ADL's. Our outreach and service delivery methods will continue to target low-income groups. Our strategies include: Presentations to local church and community groups, educational presentations to various community organizations and representation on the Department Advisory Committee, distribution of brochures in the target communities and seeking referrals from agencies who serve the target population. In Rowan County, HCCBG funds support services for transportation-medical trips, other general trips, senior dining nutrition services, adult day programs, legal services, home improvement, senior dining congregate meals, in-home aid services (both home management and personal care) and case assistance (home visits, needs assessments, advocacy, etc.). These services are generally available to any person age 60 and older, income guidelines are in place that allow for contribution and cost-sharing levels that help expand the service.

July 2023 through June 2024

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Rowan Transit agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;
   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and
   c) The Division of Aging and Adult Services Standards Manual, Volumes I through IV or at http://www.ncdhhs.gov/aging/monitor/mpolicy.htm .

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Methodology to Address Service Needs of Low-Income (Including Low Income Minority Elderly), Rural Elderly and Elderly with Limited English Proficiency format, (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any contracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers, dated February 17, 1997.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act.

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

    a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
    b. The subcontractor has not been barred from doing business at the federal level.
    c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

    d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

    e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted semiannually on the website of the NC Department of Health and Human Services Controller at . http://www.ncdhhs.gov/control/retention/retention.htm

    Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

_____

(Authorized Signature) (Date)

State Fiscal Year:	SFY 2023-2024
Provider Name:	Trinity Living Center
Address Line 1:	1416-A S. Martin Luther King Jr Ave
Address Line 2:	Salisbury, NC 28144
County:	Rowan
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered		Federal/State	Local Match	
	Adult Day Care	030	$ 24,778	$ 2,754	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
	Adult Day Health	155	$ 58,660	$ 6,518	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	

Comparison of Fed/State Funding and Rates vs. Prior Year

Service		Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
Adult Day Care	030	$ 20,378	$ 47.2750	$ 24,778	47.1431	$ 4,400	$ (0.1319)
Adult Day Health	155	$ 30,567	$ 55.5768	$ 58,660	56.9625	$ 28,093	$ 1.3857
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -
					0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Trinity Living Center

State Fiscal Year: SFY 2023-2024

Fiscal Period: July 2023 through June 2024

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Adult Day Care	SERVICE Adult Day Health	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
Beth Huber	Executive Director	$ 77,100	0.3	PART TIME	$ 23,130	$ 23,130							
Patty Messick	Program Director	$ 34,486	0.3	PART TIME	$ 10,346	$ 5,173	$ 2,069	$ 3,104					
					$ -								
Suzanne Pauley	Health Care Coordinator	$ 62,807	0.3	PART TIME	$ 18,842		$ 7,537	$ 11,305					
Brittaney Belk	CNA	$ 33,467	0.3	PART TIME	$ 10,040		$ 4,016	$ 6,024					
Andrea Moore	Life Enrichement Director	$ 37,440	0.3	PART TIME	$ 11,232		$ 4,493	$ 6,739					
Veronica McIntyre	CNA	$ 29,120	0.3	PART TIME	$ 8,736		$ 3,494	$ 5,242					
Amy Murphy	CNA	$ 29,120	0.3	PART TIME	$ 8,736		$ 3,494	$ 5,242					
Lenita Withers	CNA	$ 31,200	0.3	PART TIME	$ 9,360		$ 3,744	$ 5,616					
					$ -								
					$ -								
					$ -		

North Carolina Division of Aging and Adult Services
Service Cost Computation Worksheet

DAAS-732A

Provider: Trinity Living Center
County: Rowan
Budget Period: July 2023 through June 2024

I. Projected Revenues	Grand Total		Service: Adult Day Care 030	Service: Adult Day Health 155	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 83,438		$ 24,778	$ 58,660	$ -	$ -	$ -	$ -
Required Minimum Match - Cash								
1) Local Match from County	$ 9,271		$ 2,753	$ 6,518				
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 9,271		$ 2,753	$ 6,518	$ -	$ -	$ -	$ -
Required Minimum Match - In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match - In-Kind	$ -		$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 9,271		$ 2,753	$ 6,518	$ -	$ -	$ -	$ -
C. **Subtotal, Fed/State/Required Match Revenues**	$ 92,709		$ 27,531	$ 65,178	$ -	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ -		$ -	$ -	$ -	$ -	$ -	$ -
E. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -							
Local Cash, Non-Match								
1)	$ -							
2)	$ -							
3)	$ -							
4)	$ -							
F. **Subtotal, Local Cash, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1) VA- smaller % for ADH	$ 41,432		$ 26,115	$ 15,317				
2)	$ -							
3)	$ -							
G. **Subtotal, Other Revenues, Non-Match**	$ 41,432		$ 26,115	$ 15,317	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1)	$ -							
2)	$ -							
3)	$ -							
H. **Subtotal, Local In-kind Resources, Non-Match**	$ -		$ -	$ -	$ -	$ -	$ -	$ -
I. **Client Cost Sharing**	$ 100		$ 50	$ 50				
J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)**	$ 134,241		$ 53,696	$ 80,545	$ -	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Adult Day Care 030	Service: Adult Day Health 155	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule								
1) Full-time Staff (do not include Title V workers)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 72,119	$ 28,303	$ 28,848	$ 43,271	$ -	$ -	$ -	$ -
A. **Subtotal, Staff Salary**	$ 100,422	$ 28,303	$ 28,848	$ 43,271	$ -	$ -	$ -	$ -
Fringe Benefits								
1) FICA @ 7.65 %	$ 7,682	$ 2,165	$ 2,207	$ 3,310	$ -	$ -	$ -	$ -
2) Health Insurance	$ -							
3) Retirement	$ -							
4) Unemployment Insurance	$ -							
5) Worker's Compensation	$ -							

6) Other	$ -								
B. Subtotal, Fringe Benefits	$ 7,682	$ 2,165	$ 2,207	$ 3,310	$ -	$ -	$ -	$ -	
Local In-Kind Resources Non-Match									
1)	$ -								
2)	$ -								
3)	$ -								
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -								
Travel									
1) Per Diem	$ -								
2) Mileage Reimbursement	$ -								
3) Other Travel Cost	$ -								
E. Subtotal, Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
General Operating Expenses									
1) Nursing Expense	$ 1,900		$ 400	$ 1,500					
2) Activity Expense	$ 3,300		$ 1,500	$ 1,800					
3) Dietary	$ 7,500		$ 3,000	$ 4,500					
4) Housekeeping	$ 2,000		$ 1,000	$ 1,000					
5) Maintenance	$ 2,630		$ 1,467	$ 1,163					
6) Transportation	$ 17,275		$ 7,275	$ 10,000					
7) Administration	$ 22,000		$ 8,000	$ 14,000					
8)	$ -								
F. Subtotal, General Operating Expenses	$ 56,605	$ -	$ 22,642	$ 33,963	$ -	$ -	$ -	$ -	
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -								
H. Total Proj. Expenses Prior to Admin. Distribution	$ 164,709	$ 30,468	$ 53,696	$ 80,545	$ -	$ -	$ -	$ -	
I. Distribution of Admininistrative Cost	$ 0		$ 0	$ (0)	$ -	$ -	$ -	$ -	
J. Total Proj. Expenses After Admin. Distribution	$ 134,241		$ 53,696	$ 80,545	$ -	$ -	$ -	$ -	

III. Computation of Rates	**Grand Total**		**Service** Adult Day Care 030	**Service** Adult Day Health 155	**Service** 0 #N/A	**Service** 0 #N/A	**Service** 0 #N/A	**Service** 0 #N/A
A. Computation of Unit Cost Rate:								
1. Total Expenses (equals line II.J)	$ 134,241		$ 53,696	$ 80,545	$ -	$ -	$ -	$ -
2. Total Projected Units			1,139	1,414				
3. Total Unit Cost Rate			$ 47.1431	$ 56.9625	$ -	$ -	$ -	$ -
B. Computation of Reimbursement Rate:								
1. Total Revenues (equals line I.J)	$ 134,241		$ 53,696	$ 80,545	$ -	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 134,241		$ 53,696	$ 80,545	$ -	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)			1,139	1,414	-		-	-
5. Total Reimbursement Rate			$ 47.1431	$ 56.9625	$ -	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			**584**	**1,144**	-	-	-	-
D. Units Reimbursed Through Program Income*			**1**	**1**	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			**554**	**269**	-	-	-	-
F. Total Units Reimbursed/Total Projected Units			**1,139**	**1,414**	-	-	-	-

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Authorized Signature _____ Title _____ Date _____

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B

Home and Community Care Block Grant for Older Adults

Trinity Living Center

1416-A S. Martin Luther King Jr Ave

Salisbury, NC 28144

County Funding Plan

Provider Services Summary

DAAS-732

County: Rowan

Budget Period: July 2023 through June 2024

Revision #: **Date:**

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate	H Projected HCCBG Clients	I Projected Total Units
Adult Day Care	X		$ -	$ 24,778	$ -	$ 24,778	$ 2,753	$ 27,531	$ -	$ 27,531	584	$ 47.1431	10	1,139
Adult Day Health	X		$ -	$ 58,660	$ -	$ 58,660	$ 6,518	$ 65,178	$ -	$ 65,178	1,144	$ 56.9625	19	1,414
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 83,438	$ -	$ 83,438	$ 9,271	$ 92,709	$ -	$ 92,709	1,728		29	2,553

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Authorized Signature, Title — Date
Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2023 through June 2024

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Trinity Living Center

County: Rowan

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Trinity Living Center works with other area agencies including the Department of Social Services and the county Senior Center to maintain a list of clients who express a need for adult day care/day health services. Access to services is offered based on Center availability. Individuals who have been on the list the longest are generally considered first for openings. However, priority admission is sometimes given based on critical socioeconomic and physical needs of an applicant. Information and referral to the Center is given through written materials and through in person contacts such as tours and community presentations. Each person who applies for services is offered a free trial day to assess the needs of both the potential participant and their outside support system. The Center offers services without discrimination. Trinity LIving Center serves people of various ethnic and socioeconomic backgrounds.

July 2023 through June 2024

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Trinity Living Center agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

_____

(Authorized Signature) (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Trinity Living Center

Name of Agency Administrator: Beth Huber

Signature: _____

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patie the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the pro

4. You have the right to be fully informed in advance of any changes in the care that you may receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in alterin nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to exp there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respecte held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of th program in particular.

State Fiscal Year:	SFY 2023-2024
Provider Name:	Meals on Wheels of Rowan, Inc.
Address Line 1:	PO Box 1914
Address Line 2:	Salisbury, NC 28145
County:	Rowan
Area Agency on Aging:	Centralina Council of Governments

	Please Select Services to Be Delivered		Federal/State	Local Match	
	Home Delivered Meals	020	$ 86,884	$ 9,654	<--Local Match will need to be broken out by source (Cash/In-Kind) on 732A Svc Cost Computation Form
REQUIRES INPUT TO POPULATE WORKBOOK-->			$ -	$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	
REQUIRES INPUT TO POPULATE WORKBOOK-->				$ -	

			Comparison of Fed/State Funding and Rates vs. Prior Year					
	Service		Prior Yr. Funding	Prior Year Rate	Current Yr Funding	Current Year Rate	Funding Diff.	Rate Diff.
	Home Delivered Meals	020	$ 65,393	$ 15.7000	$ 86,884	13.2377	$ 21,491	$ (2.4623)
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -
						0.0000	$ -	$ -

NC DIVISION OF AGING AND ADULT SERVICES COST OF SERVICES - LABOR DISTRIBUTION SCHEDULE DAAS-732A1

AGENCY NAME: Meals on Wheels of Rowan, Inc.

State Fiscal Year: SFY 2023-2024

Fiscal Period: July 2023 through June 2024

STAFF NAME	POSITION	TOTAL SALARY	FTE Equivalent	FULL TIME PART TIME	Assignable Salary	ADMIN. SALARY	SERVICE Home Delivered Meals	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0	SERVICE 0
Sandy Combs	Program Director	$ 60,965	1	FULL TIME	$ 60,965	$ -	$ 60,965					
Holly Teeter	Prg/Vol Mgr	$ 35,020	1	FULL TIME	$ 35,020	$ -	$ 35,020					
Rose Jones	site coord/prg asst	$ 25,936	0.5	PART TIME	$ 12,968	$ -	$ 12,968					
Liz Shifflette	site coordinator	$ 24,960	0.5	PART TIME	$ 12,480	$ -	$ 12,480					
Suzanne Weber	meal coordinator	$ 29,789	0.75	PART TIME	$ 22,342	$ -	$ 22,342					
Kristine Blackwell	care coordinator	$ 29,120	0.75	PART TIME	$ 21,840	$ -	$ 21,840					
Georgia Simons	care coordinator	$ 35,360	0.75	PART TIME	$ 26,520	$ -	$ 26,520					
Tom Strobl	logistics courier	$ 24,267	0.75	PART TIME	$ 18,200	$ -	$ 18,200					
Leslie Cataldo	care coordinator	$ 32,708	0.68	PART TIME	$ 22,241		$ 22,241					
					$ -							
					$ -							
					$ -	

North Carolina Division of Aging and Adult Services`
Service Cost Computation Worksheet

DAAS-732A

Provider: Meals on Wheels of Rowan, Inc.
County: Rowan
Budget Period: July 2023 through June 2024

I. Projected Revenues	Grand Total		Service: Home Delivered Meals 020	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
A. Fed/State Funding From the Div. of Aging & Adult Svcs.	$ 86,884		$ 86,884	$ -	$ -	$ -	$ -	$ -
Required Minimum Match - Cash								
1) county match	$ 9,654		$ 9,654					
2)	$ -							
3)	$ -							
Total Required Minimum Match - Cash	$ 9,654		$ 9,654	$ -	$ -	$ -	$ -	$ -
Required Minimum Match - In-Kind								
1)	$ -							
2)	$ -							
3)	$ -							
Total Required Minimum Match - In-Kind	$ -		$ -	$ -	$ -	$ -	$ -	$ -
B. Total Required Minimum Match (cash + in-kind)	$ 9,654		$ 9,654	$ -	$ -	$ -	$ -	$ -
C. **Subtotal, Fed/State/Required Match Revenues**	$ 96,538		$ 96,538	$ -	$ -	$ -	$ -	$ -
D. NSIP Cash Subsidy/Commodity Valuation	$ 61,680		$ 61,680	$ -	$ -	$ -	$ -	$ -
E. **OAA Title V Worker Wages, Fringe Benefits and Costs**	$ -							
Local Cash, Non-Match								
1) Program Fees	$ 107,500		$ 107,500					
2) Special Events	$ 114,000		$ 114,000					
3) Investment Income	$ 5,000		$ 5,000					
4)	$ -							
F. **Subtotal, Local Cash, Non-Match**	$ 226,500		$ 226,500	$ -	$ -	$ -	$ -	$ -
Other Revenues, Non-Match								
1) Contributions and Grants	$ 446,180		$ 446,180					
2) Business and Indirect	$ 33,000		$ 33,000					
3) Government Grants/Reimbursemnets	$ 216,162		$ 216,162					
G. **Subtotal, Other Revenues, Non-Match**	$ 695,342		$ 695,342	$ -	$ -	$ -	$ -	$ -
Local In-Kind Resources (Includes Volunteer Resources)								
1) In-kind	$ 27,990		$ 27,990					
2)	$ -							
3)	$ -							
H. **Subtotal, Local In-kind Resources, Non-Match**	$ 27,990		$ 27,990	$ -	$ -	$ -	$ -	$ -
I. **Client Cost Sharing**	$ 2,250		$ 2,250					
J. **Total Projected Revenues (Sum I.C,D,E,F,G,H, & I)**	$ 1,110,300		$ 1,110,300	$ -	$ -	$ -	$ -	$ -

Division of Aging and Adult Services
Service Cost Computation Worksheet

II. Line Item Expenses	Grand Total	Admin. Cost	Service: Home Delivered Meals 020	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A	Service: 0 #N/A
Staff Salary From Labor Distribution Schedule								
1) Full-time Staff (do not include Title V workers)	$ 95,985	$ -	$ 95,985	$ -	$ -	$ -	$ -	$ -
2) Part-time staff (do not include Title V workers)	$ 136,591	$ -	$ 136,591	$ -	$ -	$ -	$ -	$ -
A. **Subtotal, Staff Salary**	$ 232,576	$ -	$ 232,576	$ -	$ -	$ -	$ -	$ -
Fringe Benefits								
1) FICA @ 7.65 %	$ 17,792	$ -	$ 17,792	$ -	$ -	$ -	$ -	$ -
2) Health Insurance	$ -							
3) Retirement	$ -							
4) Unemployment Insurance	$ 2,300	$ 200	$ 2,100					
5) Worker's Compensation	$ 500	$ 100	$ 400					

6) Other	$ 7,828	$ 7,828							
B. Subtotal, Fringe Benefits	$ 28,420	$ 8,128	$ 20,292	$ -	$ -	$ -	$ -	$ -	
Local In-Kind Resources Non-Match									
1)	$ -								
2)	$ -								
3)	$ -								
C. Subtotal, Local In-Kind Resources Non-Match	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
D. OAA Title V Worker Wages, Fringe Benefits and Costs	$ -								
Travel									
1) Per Diem	$ -								
2) Mileage Reimbursement	$ 2,000	$ 500	$ 1,500						
3) Other Travel Cost	$ 8,000	$ 1,000	$ 7,000						
E. Subtotal, Travel	$ 10,000	$ 1,500	$ 8,500	$ -	$ -	$ -	$ -	$ -	
General Operating Expenses									
1) Food Service	$ 720,537	$ -	$ 720,537						
2) Professional Services	$ 13,000	$ 1,300	$ 11,700						
3) Memberships, Conferences and Bd Projects	$ 19,000	$ 1,940	$ 17,060						
4) Speical Events	$ 28,000	$ 4,800	$ 23,200						
5) Office and Technology	$ 93,720	$ 59,852	$ 33,868						
6) Occupancy and Equipment	$ 30,700	$ 3,170	$ 27,530						
7) Insurance and Banking	$ 19,100	$ 1,910	$ 17,190						
8)	$ -								
F. Subtotal, General Operating Expenses	$ 924,057	$ 72,972	$ 851,085	$ -	$ -	$ -	$ -	$ -	
G. Subtotal, Other Administrative Cost Not Allocated in Lines II.A through E	$ -								
H. Total Proj. Expenses Prior to Admin. Distribution	$ 1,195,053	$ 82,600	$ 1,112,453	$ -	$ -	$ -	$ -	$ -	
I. Distribution of Admininistrative Cost	$ 2,153		$ 2,153	$ -	$ -	$ -	$ -	$ -	
J. Total Proj. Expenses After Admin. Distribution	$ 1,110,300		$ 1,110,300	$ -	$ -	$ -	$ -	$ -	

III. Computation of Rates	**Grand Total**		**Service** Home Delivered Meals 020	**Service** 0 #N/A	**Service** 0 #N/A	**Service** 0 #N/A	**Service** 0 #N/A	**Service** 0 #N/A
A. Computation of Unit Cost Rate:								
1. Total Expenses (equals line II.J)	$ 1,110,300		$ 1,110,300	$ -	$ -	$ -	$ -	$ -
2. Total Projected Units			77,100					
3. Total Unit Cost Rate			$ 14.4008	$ -	$ -	$ -	$ -	$ -
B. Computation of Reimbursement Rate:								
1. Total Revenues (equals line I.J)	$ 1,110,300		$ 1,110,300	$ -	$ -	$ -	$ -	$ -
2. Less: NSIP (equals line I.D)	$ 61,680		$ 61,680	$ -	$ -	$ -	$ -	$ -
Title V (equals line I.E less II.D)	$ -		$ -	$ -	$ -	$ -	$ -	$ -
Non Match In-Kind (equals line I.H less II.C)	$ 27,990		$ 27,990	$ -	$ -	$ -	$ -	$ -
3. Revenues Subject to Unit Reimbursement	$ 1,020,630		$ 1,020,630	$ -	$ -	$ -	$ -	$ -
4. Total Projected Units (equals line III.A.2)			77,100	-		-		-
5. Total Reimbursement Rate			$ 13.2377	$ -	$ -	$ -	$ -	$ -
C. Units Reimbursed Through HCCBG			**7,293**	-	-	-	-	-
D. Units Reimbursed Through Program Income*			**170**	-	-	-	-	-
E. Units Reimbursed Through Remaining Revenues			**71,752**	-	-	-	-	-
F. Total Units Reimbursed/Total Projected Units			**79,214**	-	-	-	-	-

ERROR, Total Units Recorded Do No

* The Division of Aging ARMS deducts reported program income from reimbursement paid to providers. Line III.D indicates the number of units that will have to be produced in addition to those stated on line III.C in order to earn the net revenues stated on line I.C.

Certification:

I certify to the best of my knowledge and belief that the information included in the cost computation above is accurate and complies with all laws and regulations. I also understand that material deviations in reported cost information could limit funding, and also result in return of funds if the error or omission results in a higher than actual reported cost.

Cindy B. Fink	Executive Director	6-Jun-23
Authorized Signature	Title	Date

Information on this form (DAAS-732A) corresponds with information stated on the Provider Services Summary (DAAS-732) as follows:

	DAAS-732A	DAAS-732
Block Grant Funding	Line I.A	Col. A
Required Local Match-Cash & In-Kind	Line I.B	Col. B

Home and Community Care Block Grant for Older Adults

Meals on Wheels of Rowan, Inc.

PO Box 1914

Salisbury, NC 28145

County Funding Plan

Provider Services Summary

DAAS-732

County: Rowan

Budget Period: July 2023 through June 2024

Revision #: **Date:**

Services	Serv. Delivery (Check One) Direct	Purchase	A Block Grant Funding: Access	In-Home	Other	Total	B Required Local Match	C Net Service Cost	D NSIP Subsidy	E Total Funding	F Projected HCCBG Units	G Projected Reimburse Rate	H Projected HCCBG Clients	I Projected Total Units
Home Delivered Meals		X	$ -	$ 86,884	$ -	$ 86,884	$ 9,654	$ 96,538	$ 61,680	$ 158,218	7,293	$ 13.2377	29	79,214
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
0			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -		-
Total			$ -	$ 86,884	$ -	$ 86,884	$ 9,654	$ 96,538	$ 61,680	$ 158,218	7,293		29	79,214

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Cindy B. Fink — 6/6/2023

Authorized Signature, Title — Date

Community Service Provider

Signature, County Finance Officer — Date

Signature, Chairman, Board of Commissioners — Date

DAAS-733
(Rev. 2/19)

Home and Community Care Block Grant for Older Adults
Outreach Methodology

July 2023 through June 2024

Outreach Methodology to Address the Service Needs of Target Population

Community Service Provider: Meals on Wheels of Rowan, Inc.

County: Rowan

While all older adults age 60 and over are eligible for services, sec. 305(a)(2)(E) of the Older Americans Act requires programs to target services to older individuals with the greatest economic and social need, (with particular attention to low-income older adults, including low-income minority older adults, older adults with limited English proficiency, and older adults residing in rural areas). The community service provider shall specify how these service needs will be met through the services identified on the Provider Services Summary (DAAS-732). This narrative shall address outreach and service delivery methodologies that will ensure that this target population is adequately served and conform with specific objectives established by the Area Agency on Aging, for providing services to low income minority individuals. Additional pages may be used as necessary.

Meals on Wheels provides homebound seniors over 60 years old and disabled residents of Rowan County with nutritious meals delivered by volunteers. We take referrals from hospitals, physicians, rehabilitation facilities, neighbors and family throughout Rowan County. We make presentations about our services and volunteer opportunities to civic groups, church groups, healthfairs and in many other settings. We set a goal of providing free home-delivered meals to a minimum of 30% of our budgeted daily meals. At this time, we have 90 spaces available for those who need free meals. We have six meal pick-up sites across the county to ensure that we are reaching rural participants as well as those who live in small municipalities and the largest towns in the county such as Salisbury, Rockwell, China Grove, and Kannapolis. Our care coordinator team regularly attends meetings of REACH(Rowan Education and Advocacy for Choices in Healthcare) Healthy Roan, and Neighbor to Neighbor. Volunteers currently deliver 260 meals on 30 routes across 511 square miles in Rowann County. We currently serve 22% African American, 1% Hispanic and 78% white individuals over 60 years old. Our current budget will support 300 daily home-delivered meals.

July 2023 through June 2024

Home and Community Care Block Grant for Older Adults
Community Service Provider
Standard Assurances

Meals on Wheels of Rowan, Inc. agrees to provide services through the Home and Community Care Block Grant, as specified on the Provider Services Summary (DAAS-732) in accordance with the following:

1. Services shall be provided in accordance with requirements set forth in:
   a) The County Funding Plan;

   b) The Division of Aging and Adult Services Home and Community Care Block Grant Procedures Manual for Community Service Providers; and

   c) The Division of Aging and Adult Services Standards at

   https://www.ncdhhs.gov/divisions/daas/monitoring

   Community service providers shall monitor any subcontracts with providers of Block Grant services and take appropriate measures to ensure that services are provided in accordance with the aforementioned documents.

2. Priority shall be given to providing services to those older persons with the greatest economic or social needs. The service needs of low-income minority elderly will be addressed in the manner specified on the Outreach Methodology to Address Service Needs of Target Population (DAAS-733).

3. The following service authorization activities will be carried out in conjunction with all services provided through the Block Grant:
   a) Eligibility determination;
   b) Client intake/registration;
   c) Client assessment/reassessments and quarterly visits, as appropriate;
   d) Determining the amount of services to be received by the client; and
   e) Reviewing consumer contributions policies with eligible clients.

4. All licenses, permits, bonds, and insurance necessary for carrying out Block Grant Services will be maintained by the community service provider and any subcontracted providers.

5. As specified in 45 CFR 75, Subpart D-Post Federal Award Requirements, Procurement Standards, community service providers shall have procedures for settling all contractual and administrative issues arising out of procurement of services through the Block Grant. Community service providers shall have procedures governing the evaluation of bids for services and procedures through which bidders and contracted providers may appeal or dispute a decision made by the community service provider.

6. Applicant/Client appeals shall be addressed as specified in Section 7 of the Division of Aging and Adult Services Home and Community Care Block Grant Manual for Community Service Providers.

7. Community service providers are responsible for providing or arranging for the provision of required local match, as specified on the Provider Services Summary, (DAAS-732). Local match shall be expended simultaneously with Block Grant funding.

8. Community service providers agree to comply with audit and fiscal reporting requirements as specified in the Agreement for the Provision of County-Based Aging Services (DAAS-735).

9. Compliance with Equal Employment Opportunity and Americans with Disabilities Act requirements, as specified in paragraph fourteen (14) of the Agreement for the Provision of County-Based Aging Services (DAAS-735) shall be maintained.

10. Providers of In-Home Aide, Home Health, Housing and Home Improvement, and Adult Day Care or Adult Day Health Care shall sign and return the attached assurance to the area agency on aging indicating that recipients of these services have been informed of their client rights, as required in Section 314 of the 2006 Amendments to the Older Americans Act (DAAS-734 Standard Assurances Regarding In-Home Client Rights).

11. Subcontracting – All HCCBG community service providers must assure that subcontractors (for-profit and non-profit entities only) meet the following requirements:

a. The subcontractor has not been suspended or debarred. (N.C.G.S. §143C-6-23, 09 NCAC 03M)
b. The subcontractor has not been barred from doing business at the federal level.
c. The subcontractor is able to produce a notarized "State Grant Certification of No Overdue Tax Debts."

d. All licenses, permits, bonds and insurance necessary for carrying out Home and Community Care Block Grant services will be maintained by both the community service provider and any subcontractors.

e. The subcontractor is registered as a charitable, tax-exempt (501c3) organization with the Internal Revenue Service (non-profit subcontractors only).

12. Confidentiality and Security. Per the requirements in 10A NCAC 05J and Section 6 of the Home and Community Care Block Grant Procedures Manual, client information in any format and whether recorded or not shall be kept confidential and not disclosed in a form that identifies the person without the informed consent of the person or legal representative. Community service providers, including subcontractors and vendors, must adhere to all applicable federal, state and departmental requirements for protecting the security and confidentiality of client information including but not limited to appropriately restricting access, establishing procedures to reduce the risk of accidental disclosures from data processing systems, and developing a process by which the Division of Adult Aging Services is notified of suspected or confirmed security incidents and data breaches.

13. Record Retention and Disposition. All community service providers are responsible for maintaining custody of records and documentation to support the allowable expenditure of funds, service provision, and the reimbursement of services. Service providers must adhere to the approved record retention and disposition schedule posted at https://www.ncdhhs.gov/about/administrative-offices/office-controller/records-retention by the NC Department of Health and Human Services Controller's Office, as well as the local government schedules posted by the NC Department of Natural and Culltural Resources at https://archives.ncdcr.gov/government/local

Service providers are not authorized to destroy records related to the provision of services under this Agreement except in compliance with the approved DHHS retention and disposition schedule, which allows for the proper destruction of records based on a schedule by funding source and fiscal year. The agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of record destruction. Confidential records will be destroyed in such a manner that the records cannot be practically read or reconstructed.

Cindy B. Fink — June 6, 2023

(Authorized Signature) — (Date)

Standard Assurance To Comply with Older Americans Act Requirements Regarding Clients Rights For Agencies Providing In-Home Services through the Home and Community Care Block Grant for Older Adults

As a provider of one or more of the services listed below, our agency agrees to notify all Home and Community Care Block Grant clients receiving any of the below listed services provided by this agency of their rights as a service recipient. Services in this assurance include:

- In-Home Aide
- Home Care (home health)
- Housing and Home Improvement
- Adult Day Care or Adult Day Health Care

Notification will include, at a minimum, an oral review of the information outlined below as well as providing each service recipient with a copy of the information in written form. In addition, providers of in-home services will establish a procedure to document that client rights information has been discussed with in-home services clients (e.g. copy of signed Client Bill of Rights statement).

Clients Rights information to be communicated to service recipients will include, at a minimum, the right to:

- be fully informed, in advance, about each in-home service to be provided and any change in service(s) that may affect the wellbeing of the participant;
- participate in planning and changing any in-home service provided unless the client is adjudicated incompetent;
- voice a grievance with respect to service that is or fails to be provided, without discrimination or reprisal as a result of voicing a grievance;
- confidentiality of records relating to the individual;
- have property treated with respect; and
- be fully informed both orally and in writing, in advance of receiving an in-home service, of the individual's rights and obligations.

Client Rights will be distributed to, and discussed with, each new client receiving one or more of the above listed services prior to the onset of service. For all existing clients, the above information will be provided no later than the next regularly scheduled service reassessment.

Agency Name: Meals on Wheels of Rowan, Inc.

Name of Agency Administrator: Cindy B. Fink

Signature: Cindy B. Fink

(Please return this form to your Area Agency on Aging and retain a copy for your files.)

CLIENT/PATIENT RIGHTS

1. You have the right to be fully informed of all your rights and responsibilities as a client/patient of the program.

2. You have the right to appropriate and professional care relating to your needs.

3. You have the right to be fully informed in advance about the care to be provided by the program.

4. You have the right to be fully informed in advance of any changes in the care that you may be receiving and to give informed consent to the provision of the amended care.

5. You have the right to participate in determining the care that you will receive and in altering the nature of the care as your needs change.

6. You have the right to voice your grievances with respect to care that is provided and to expect that there will be no reprisal for the grievance expressed.

7. You have the right to expect that the information you share with the agency will be respected and held in strict confidence, to be shared only with your written consent and as it relates to the obtaining of other needed community services.

8. You have the right to expect the preservation of your privacy and respect for your property.

9. You have the right to receive a timely response to your request for service.

10. You shall be admitted for service only if the agency has the ability to provide safe and professional care at the level of intensity needed.

11. You have the right to be informed of agency policies, changes, and costs for services.

12. If you are denied service solely on you inability to pay, you have the right to be referred elsewhere.

13. You have the right to honest, accurate information regarding the industry, agency and of the program in particular.

14. You have the right to be fully informed about other services provided by this agency.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Ann Kitalong-Will, Grants Admin/Govt Relations; Scott Shelton, VP-RowanEDC
DATE:	6/8/23
SUBJECT:	GRANT AGREEMENT: Extension Request for Building Reuse Grant ("Agility")

On February 6, 2023, the Board approved the grant agreement for the Rural Economic Development Building Reuse Program grant for Project "Agility Fuel Solutions, LLC/Project ACDC." The original grant was first approved on March 15, 2021.

Hexagon Agility reports it has created 70 of the 75 jobs per the grant agreement. Due to a change in building ownership that impacts Agility's internal processes, Agility has asked that the County request an extension from the State of the agreement's original end date of 6/17/23 to allow for internal processing

Recommendation:
Approve the County to request an extension for the Building Reuse Grant, "Agility Fuel Solutions, LLC/Project ACDC."

ATTACHMENTS:

Description	Upload Date	Type
Fully Executed BRG Agreement	6/8/2023	Exhibit

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Rural Economic Development Grant Agreement ("Grant Agreement") with **Rowan County** (the "Governmental Unit" and, together with Commerce, the "Parties").

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to stimulate economic activity and to create new jobs for citizens of the State by providing matching grants or loans to specific local governmental units so as to productively reuse certain buildings and properties or expand rural health care facilities subject to the requirements of N.C.G.S. §§143B-472.127 and .128; and

WHEREAS, under N.C.G.S. §143B-472.128, the General Assembly created the North Carolina Rural Infrastructure Authority ("Rural Authority") to review applications for and, where appropriate, authorize such matching grants or loans, and, under N.C.G.S. §§143B-472.126 and .127, the General Assembly authorized Commerce to administer such grants or loans; and

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, and based on the terms, conditions and representations in this Grant Agreement's Exhibits A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (LBC), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")), the Rural Authority has approved a grant (the "Grant") to the Governmental Unit; and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated by reference herein; (2) based on the representation in the application that **Sixth Sense (NC) LP, a Delaware limited partnership** (the "Owner") owns certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to this Grant Agreement by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement).

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

1. Scope of Program/Agreements to be Executed.

(a). As conditions of the Grant Agreement:

i. The highest elected official of the Governmental Unit shall execute two originals of this Grant Agreement in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one of them to Commerce;
ii. The Governmental Unit shall ensure that its highest elected official and a duly authorized representative of the Owner execute two originals of the Rural Economic Development Loan Agreement and Legally Binding Commitment ("LBC") in its exact form (unless Commerce approves of a change to its terms in writing) and shall return one such original to Commerce with the one executed original of the Grant Agreement;
iii. The Governmental Unit shall ensure with the Owner that every individual or entity that has any ownership interest in the real property which is the subject of the Project executes two originals of the Promissory Note attached as Exhibit F in its exact form and shall return one such original to Commerce with the one executed originals of the Grant Agreement; and
iv. Exhibit A refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs ("New Jobs") to complete the Project as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver of Confidentiality ("Waiver"), attached as Exhibit G, and shall return the original of any such Waiver to Commerce with the executed originals of the Grant Agreement. The Governmental Unit shall also ensure that any additional Business which becomes involved in the Project after the Grant Agreement is finalized executes a Waiver upon its involvement, the original of which the Governmental Unit shall promptly forward to Commerce.

(b). The Governmental Unit shall provide Commerce with any information obtained pursuant to the LBC and allow Commerce to execute any rights of the Governmental Unit under the LBC, including the Governmental Unit's rights of access, review or monitoring and Commerce's rights as a third-party beneficiary thereunder.

(c). The Governmental Unit shall exercise all of its rights and duties under the LBC in a prudent and timely manner to ensure the use of the Grant funds for the intended purposes and objectives and to preserve the rights of Commerce in this Grant Agreement and the LBC.

(d). The LBC specifies how many New Jobs the Business must create and maintain in the performance of the Project and, if the Business fails to do so, those Grant funds that the Owner must repay to the Governmental Unit for return to Commerce or else repay directly to Commerce, upon request and as directed. If such New Jobs are not created or maintained, then the Governmental Unit shall return to Commerce any Grant funds it has not already disbursed to the Owner, make a timely demand for repayment from the Owner and, if such repayment is not forthcoming, initiate and fully litigate legal proceedings against the Owner to recover such repayment.

(e). Without limitation, failure by the Governmental Unit to timely demand repayment from and, if necessary, initiate and fully litigate such legal proceedings against the Owner may affect the future consideration of the Governmental Unit for grant

programs administered by Commerce. Further, and without limitation, if the Governmental Unit fails to timely initiate legal proceedings against the Owner for such repayment and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

2. Changes in the Project or Other Conditions.

(a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC ("Loan"), the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Governmental Unit, the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

Notwithstanding the foregoing and wherever referred to in this Grant Agreement, "cessation of business," "ceasing to do business" and "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) seasonal shutdowns of operations as long as such cessation do not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the circumstances of for the period of time described in Paragraph 17 below.

(b). Additionally, the Governmental Unit shall immediately notify Commerce of any change in conditions or local law, or any other event, which may significantly affect its ability to oversee, administer or perform this Grant Agreement, the LBC or the Project. In its sole and unreviewable discretion, Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

3. Term of Grant Agreement. The effective period of this Grant Agreement shall commence on **6/17/2021** ("Effective Date") and shall terminate on **6/17/2023** unless terminated on an earlier date under the terms of this Grant Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

4. Funding. The Rural Authority grants to the Governmental Unit an amount not to exceed **$500,000.00** for expenditures directly relating to the Project. The Governmental Unit hereby represents and warrants that all Grant funds shall be utilized exclusively for the purpose of the Project and consistent with all applicable laws, rules, regulations and requirements, and that the Governmental Unit shall not make or approve of any improper expenditure of Grant funds (including Loan funds). Administrative expenses of the Governmental Unit are not eligible for Grant funding and any such use of Grant funds will violate this Grant Agreement.

5. Independent Status of the Governmental Unit.

   (a). The Governmental Unit is an entity independent from the Rural Authority and Commerce. The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among Commerce, the Rural Authority, the Governmental Unit or any third party (including, without limitation, the Owner or any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make the Governmental Unit (including its employees, agents, members or officials) or any third party (including, without limitation, the Owner or any Business) employees, agents, members or officials of Commerce or the Rural Authority. Neither the Governmental Unit nor any third party (including, without limitation, the Owner or any Business) shall have the ability to bind Commerce or the Rural Authority to any agreement for payment of goods or services or represent to any person that they have such ability.

   (b). The Governmental Unit shall be responsible for payment of all of its expenses, including rent, office expenses and all forms of compensation to employees. The Governmental Unit shall provide worker's compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees who are performing work pursuant to this Grant Agreement. All expenses incurred by the Governmental Unit are its sole responsibility, and neither Commerce nor the Rural Authority shall be liable for the payment of any obligations incurred in the performance of the Project.

6. Method of Payment. Commerce shall pay the Grant funds to the Governmental Unit in accordance with the Payment Schedule attached hereto as Exhibit B after receipt of written requests for payment from the Governmental Unit certifying that the conditions for such payment under this Grant Agreement have been met and that the Governmental Unit is entitled to receive the amount so requested and any other documentation that may be required by Commerce.

7. Obligation of Funds. The Governmental Unit shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Grant Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty days.

8. Project Records.

   (a). The Governmental Unit shall maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Grant Agreement separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

   (b). The Governmental Unit shall retain all financial records, supporting documents and all other pertinent records related to the Project for a period of five (5) years from the

Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

9. Monitoring, Reports and Auditing.

(a). The Governmental Unit agrees to ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Grant Agreement. Additionally, the Governmental Unit shall regularly monitor all performance under Grant-supported activities, including activities performed by the Owner and any Business, to ensure that time schedules are being met, New Jobs are being created and maintained and other performance goals are being achieved.

(b). The Governmental Unit shall furnish Commerce detailed written progress reports according to the time periods specified in Exhibit C or as otherwise requested by Commerce. Such reports should describe the progress made by the Governmental Unit, the Owner and any Business toward achieving the purpose(s) of the Project, including specifically the goals of New Job creation and maintenance. Such descriptions should include the successes and problems encountered during the reporting period. Failure to submit a required report by the scheduled submission date will result in the withholding of any forthcoming payment until Commerce is in receipt of the delinquent report and the report meets with Commerce's approval, in Commerce's sole discretion.

(c). The Governmental Unit acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S §159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Governmental Unit and are subject to change from time to time.

(d). Within thirty (30) days after the Termination Date, the Governmental Unit shall submit a final report to Commerce describing the activities and accomplishments of the Project. The final report shall include a review of performance and activities over the entire Project period. In the final report, the Governmental Unit should describe the Project, how it was implemented, to what degree the established Project objectives were met and the difficulties encountered, what the Project changed and its cost.

(e). The Governmental Unit grants the State and any of its related agencies, commissions or departments (including, without limitation, Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records and other documents relating to the Grant Agreement, the LBC or the Project. Likewise, the Governmental Unit shall ensure that the Owner and any Business provide the same access. In addition, the Governmental Unit agrees to comply at any time, including after the Termination

Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

10. Termination; Availability of Funds.

(a). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, if the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, Commerce shall have no responsibility to make additional Grant payments. Upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

(b). The obligations of the Rural Authority and/or Commerce to pay any amounts under this Grant Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant (and therefore the Loan) become unavailable, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving written notice specifying the Termination Date, which Commerce shall determine in its sole discretion. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Governmental Unit shall not expend any Grant funds (including Loan funds) without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

11. Liabilities and Loss. The Governmental Unit hereby agrees to release, indemnify and hold harmless the State (including, without limitation, the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (together, the "Indemnified Parties"), from any claims of third parties (including, without limitation, the Owner and the Business) arising out of any act or omission of the Governmental Unit or any third party (including, without limitation, the Owner and the Business) in connection with the performance of this Grant Agreement, the LBC or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Governmental Unit hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of

any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Governmental Unit or of any third party (including, without limitation, the Owner and the Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

12. Governmental Unit Representations and Warranties. The Governmental Unit hereby represents and warrants that:

(a). The execution and delivery of this Grant Agreement have been duly authorized by all necessary Governmental Unit action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Governmental Unit is a party or by which it is bound.

(b). There is no action, suit proceeding, or investigation at law or in equity or before any court, public board or body pending, or to the knowledge of the Governmental Unit, threatened against or affecting it, the Owner or the Business, that could or might adversely affect the Project or any of the transactions contemplated by this Grant Agreement or the validity or enforceability of this Grant Agreement or the abilities of the Governmental Unit or the Owner to discharge their obligations under this Grant Agreement. If it is subsequently found that an action, suit, proceeding, or investigation did or could threaten or affect the development of the Project, the Governmental Unit shall be liable to Commerce for repayment of the entire amount of the Grant and this Grant Agreement may be terminated by Commerce effective upon notice.

(c). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Grant Agreement by the Governmental Unit or the performance of any of its obligations hereunder, or all such requisite governmental consents or approvals have been obtained. The Governmental Unit shall provide Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this Grant Agreement.

(d). The Governmental Unit is solvent.

(e). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

(f). Upon the Governmental Unit's reasonable inquiry of and receipt of supporting evidence from the Owner, both the Owner and any Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.

13. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

(a). Under the LBC, the Owner agrees at all times to preserve its legal existence, except that it may merge or consolidate with or into, or sell all or substantially all of its assets to, any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in the LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees in the LBC to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, a merger, consolidation or sale without such an undertaking shall constitute a material default under the LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under the LBC.

(b). Other than as provided for in Paragraph 13(a) above, if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall be the sole responsibility of the Governmental Unit to (i) immediately notify Commerce and (ii) pursue any claim for Grant funds owed the State by the Owner or Business, including in any legal proceeding, to obtain the maximum payment allowed by law. To the extent the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and obtain the maximum payment allowed by law, and without limitation, the Governmental Unit shall be liable to Commerce for all amounts that should have been awarded to the Unit in the proceeding if it had taken the necessary action (notwithstanding whether such amounts would have actually been paid by the Owner or Business). Alternatively, without limitation, if the Governmental Unit fails to pursue repayment of the Grant funds in such a proceeding and Commerce elects to do so instead, the Governmental Unit is responsible and agrees to reimburse Commerce for all legal costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

(c). If the Governmental Unit fails to provide Commerce notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this Grant Agreement. If there is such a cessation or such a proceeding, Commerce may terminate the Grant Agreement upon written notice to the Governmental Unit. If there is such a cessation or such a proceeding, the Governmental Unit agrees that Commerce has the right to terminate this Grant Agreement and/or the LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, the Governmental Unit, the Owner and any Business shall not expend any Grant or Loan

funds without Commerce's express written authorization and shall return all unspent Grant or Loan funds to Commerce upon demand and if permissible under applicable bankruptcy, dissolution or insolvency law.

14. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 14 are in addition to those repayment requirements and other remedies set forth elsewhere in this Grant Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Grant Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). If there is a breach of any of the requirements, covenants or agreements in this Grant Agreement or the LBC, or if there are any representations or warranties which are untrue as to a material fact in this Grant Agreement, the LBC or in relation to the LBC or the Project (including the performance thereof), the Governmental Unit agrees that Commerce has the sole discretion to require repayment from the Governmental Unit of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Governmental Unit has already received under this Grant Agreement. Such requirements, covenants or agreements include but are not limited to Paragraphs 1, 2(a), 4, 10(a), 12 and 13 of this Grant Agreement and include but are not limited to the creation and retention of the New Jobs and the retention of the Baseline Number of jobs under the LBC.

15. No Waiver by the State. Failure of the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this Grant Agreement or the LBC shall in no manner affect the rights of the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the State of any condition or the breach of any term, provision or representation contained in this Grant Agreement or the LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

16. Waiver of Objections to Timeliness of Legal Action. The Governmental Unit knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including, without limitation, the Rural Authority or Commerce) to enforce its rights under this Grant Agreement. This waiver includes any objections the Governmental Unit may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

17. Force Majeure. If (a) during the term of this Grant the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of the LBC as and when the LBC requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of the LBC; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

18. Special Provisions and Conditions.

(a). Non-discrimination. The Governmental Unit agrees not to discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this Grant Agreement.

(b). Conflict of Interest. The Governmental Unit shall adopt and keep on file, along with the executed copies of this Grant Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Governmental Unit's governing body and/or any of its employees or officers involved in the Grant, the LBC or the Project. Such policy, ordinance or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Governmental Unit's employees, officers or members of its governing body, from the Grant, the LBC or Project, and shall include actions to be taken by the Unit or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Governmental Unit certifies that, as of the date it executes this Grant Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant, LBC or Project. Throughout the duration of this Grant Agreement, the LBC and the Project, the Governmental Unit has the duty to promptly inform Commerce of any such conflict of interest or direct or indirect benefit of which it becomes aware.

(c). Compliance with Laws. The Governmental Unit shall at all times observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the Grant Agreement, the LBC or the Project.

(d). Non-Assignability. The Governmental Unit shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce; provided, however, that claims for money due to Governmental Unit from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

(e). Personnel. The Governmental Unit represents that it has, or will secure at its own expense, all personnel required to monitor, carry out and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

19. Notice. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows:

If to the Rural Authority or Commerce: Attn: **Hazel Edmond**
Program Manager
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346

If to the Governmental Unit: Attn: **Mr. Greg Edds**
Chairman, Board of County Commissioners
Rowan County
130 W. Innes Street
Salisbury, NC 28144

or addressed to such other address or to the attention of such other individual as Commerce or the Governmental Unit shall have specified in a notice delivered pursuant to this subsection.

20. Entire Agreement. This Grant Agreement supersedes all prior agreements between or among the Rural Authority and/or Commerce and the Governmental Unit with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Commerce and the Governmental Unit.

21. Execution. This Grant Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Grant Agreement which shall be sufficiently evidenced by one of such original counterparts.

22. Construction. This Grant Agreement shall be construed and governed by the laws of the State of North Carolina.

23. Severability. Each provision of this Grant Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this Grant Agreement, but this Grant Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

24. Acceptance. If the Governmental Unit agrees to the Grant conditions as stated, please return the executed documents specified in Paragraph 1(a). This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Governmental accompanying this Grant Agreement and its Exhibits.

IN WITNESSETH WHEREOF, the parties hereto have executed this Grant Agreement as of the date first above written.

Rowan County

Signature: _____ [SEAL]

Printed Name: Greg Edds

Title: Chairman, Board of Commissioners

Date: 2/6/23

North Carolina Department of Commerce

Signature: _____ [SEAL]

Printed Name: Kenny Flowers

Title: Assistant Secretary for Rural Economic Development

Date: 1/19/2023

Rowan County (the "Governmental Unit") enters into this Loan Agreement and Legally Binding Commitment (the "LBC," including the "Loan," defined below with **Sixth Sense (NC) LP, a Delaware limited partnership** (the "Owner" and, together with the Governmental Unit, the "Parties").

WHEREAS, pursuant to N.C.G.S. §§143B-472.127 and .128, the North Carolina Rural Infrastructure Authority (the "Rural Authority") of the State of North Carolina ("State") has awarded a grant (the "Grant") to the Governmental Unit, and the North Carolina Department of Commerce ("Commerce"), an agency of the State, will administer the Grant; and

WHEREAS, the Grant is memorialized in an agreement (the "Grant Agreement") between Commerce and the Governmental Unit, and the Grant Agreement includes Exhibit A (Scope of Project), Exhibit B (Payment Schedule), Exhibit C (Reporting Schedule), Exhibit D (Closeout Schedule/Job Requirements), Exhibit E (this LBC, which incorporates by reference the Grant Agreement and its other Exhibits), Exhibit F (Promissory Note) and Exhibit G (Waiver of Confidentiality ("Waiver")); and

WHEREAS, without limitation, the Rural Authority awarded the Grant: (1) based on the application filed by the Governmental Unit and any subsequent materials supporting the application that have been approved of by Commerce in writing, all of which are incorporated into the Grant Agreement by reference; (2) based on the representation in the application that the Owner owns certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the "Property"); (3) based on Commerce's Grant requirements and guidelines, which are incorporated herein and which may be amended, modified or supplemented and applied accordingly to the Grant Agreement and this LBC by Commerce in its sole discretion; and for (4) the creation and retention of certain jobs in the course of completing certain renovations/construction work at the Property (altogether, the "Project," as summarized in Exhibit A to this Grant Agreement); and

WHEREAS, the Governmental Unit and the Owner are required to enter into this LBC as a condition of the Governmental Unit loaning the Grant funds to the Owner.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration set out herein, the Parties mutually agree to the following terms and conditions:

1. Third-Party Beneficiary. The Parties agree that the State (including, without limitation, Commerce and the Rural Authority) is an intended third-party beneficiary of this LBC (including the Loan) and may, at its option, enforce the terms of this LBC or appear as a party in any litigation concerning the LBC.

2. Loan.
   (a) The Governmental Unit hereby loans to the Owner the sum of **$500,000.00** (the "Loan"), which consists entirely of State Grant funds, to fund the Project. Exhibit A to the Grant Agreement refers to the entity (or entities, as applicable) required to create and maintain certain full-time new jobs, as defined in Paragraph 3(a), to complete the Project under this LBC as the "Company," the "Employer" and the "Business" (together and hereinafter, the "Business"). The Owner specifically acknowledges that: it must repay the Loan in accordance with the terms of this LBC if the Business does not create and maintain the new jobs required by Paragraph 3(a) below; and as evidence of its obligation to repay the Loan, the Owner has executed the Promissory Note, Exhibit F to the Grant Agreement, which the Owner represents, acknowledges and agrees has been signed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
   (b). As conditions of receiving the Loan:
      i. The highest elected official of the Governmental Unit and a duly authorized representative of the Owner shall execute two originals of the LBC in its exact form (unless Commerce approves of a change to its terms in writing), and the Governmental Unit shall return one such original to Commerce;
      ii. Every individual or entity that has any ownership interest in the Property shall execute two originals of the Promissory Note in its exact form, and the Governmental Unit shall return one such original to Commerce; and
      iii. The Owner and the Governmental Unit shall ensure that an authorized representative of each Business executes a Waiver, Exhibit G to the Grant Agreement, and the Governmental Unit shall forward the original of any such Waiver to Commerce.
   (c). The Owner hereby represents and warrants that all Loan funds shall be utilized exclusively for the purpose of the Project and that it shall not make or approve of any improper expenditures of Loan funds.

3. New Job Creation, Maintenance of New Jobs and Baseline Number of Jobs and Verification.
   (a). New Job Creation and Maintenance of New Jobs and Baseline Number of Jobs. A "New Job" shall mean a full-time job (consisting of at least 35 hours per week of employment and eligibility for all benefits generally available for full-time employees of the Business) which is with the Business, is located in North Carolina, has a wage at least equal to the minimum wage, is created and maintained by the Business in order to complete the Project and is over and above the **183** full-time jobs in North Carolina ("Baseline Number") that the Business reported having at the time of the application for the Project. The Owner agrees that the Business shall be required to create and maintain in existence for six (6) consecutive months **75** New Jobs prior to the Termination Date, unless this term is extended pursuant to Paragraph 5. Separate and apart from these New Jobs, the Owner agrees that the Business shall be required to maintain in existence its Baseline Number of jobs for as long as it takes the Business to create and maintain its required number of New Jobs.

(b). Verification. When the New Jobs required by Paragraph 3(a) have been created and maintained for six (6) consecutive months, the Owner shall notify the Governmental Unit so that it and/or Commerce can verify their creation and maintenance, as well as the maintenance of the Baseline Number of jobs and the satisfaction of all other conditions and terms of this LBC and the Project. The Owner shall cause any Business to provide to the Governmental Unit and Commerce, or their respective designees, full and complete access to all records of the Business necessary to verify the number and types of jobs created and maintained, the wages paid to employees and all other conditions and terms of this LBC and the Project. Failure of any Business to provide such access upon request shall constitute a material default by the Owner under the terms of this LBC and, in the sole discretion of the Governmental Unit and/or Commerce, may subject the Owner to repayment in an amount calculated under Paragraph 13 below.

4. Changes in the Project or Other Conditions.
   (a). A "Project Change" is any material alteration, addition, deletion or expansion of the Project, including (without limitation) material changes to construction or rehabilitation, the terms or conditions of the loan under the LBC, the required number of New Jobs, the matching investment in the Project, any cessation of business by the Owner or any Business and any filing of bankruptcy by the Owner or any Business. There shall be no Project Changes unless expressly approved of by Commerce and the Governmental Unit in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.
   (b). Additionally, the Owner shall immediately notify the Governmental Unit of any change in conditions or local law, or any other event, which may significantly affect the ability of it or any Business to perform the LBC or the Project. In their sole discretion, the Governmental Unit or Commerce may deem such a change in conditions, local law or other event to constitute a Project Change.

5. Term of LBC. The effective period of this LBC shall commence **6/17/2021** ("Effective Date") and shall terminate **6/17/2023** unless terminated on an earlier date under the terms of this LBC (either one of which dates shall constitute the "Termination Date") or unless extended for an express term in writing by the Governmental Unit.

6. Independent Status of the Governmental Unit.
   (a). The State (including, without limitation, the Rural Authority and Commerce) and the Governmental Unit are independent entities from one another and from the Owner and any third party (including, without limitation, any Business). The Grant Agreement, the LBC, the Project and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between the State and the Governmental Unit or between or among either of them and the Owner or any third party (including, without limitation, any Business). Nor shall the Grant Agreement, the LBC or the Project be construed to make any employees, agents or members of the Owner or any third party (including, without limitation, any Business) into employees, agents, members or officials of the Governmental Unit or the State or to make employees, agents, members or officials of the Governmental Unit into

employees, agents, members or officials of the State. Neither the Owner nor any third party (including, without limitation, any Business) shall have the ability to bind the Governmental Unit or the State to any agreement for payment of goods or services or represent to any person that they have such ability. Nor shall the Governmental Unit have the ability to bind the State to any agreement for payment of goods or services or represent to any person that it has such ability.

(b). The Owner and any third party (including, without limitation, any Business) shall be responsible for payment of all their expenses, including rent, office expenses and all forms of compensation to their employees. The Owner and any third parties (including, without limitation, any Business) shall provide worker's compensation insurance to the extent required for their operations and shall accept full responsibility for payments of unemployment tax or compensation, social security, income taxes, and any other charges, taxes or payroll deductions required by law in connection with their operations, for themselves and their employees who are performing work pursuant to this LBC or the Project. All expenses incurred by the Owner or any third party (including, without limitation, any Business) are their sole responsibilities, and neither the Governmental Unit nor the State (including, without limitation, Commerce and the Rural Authority) shall be liable for the payment of any obligations incurred in the performance of the Project.

7. Project Records.

(a). The Owner shall maintain and cause any Business to maintain full, accurate and verifiable financial records, supporting documents and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this LBC separate from accounts for other awards, monetary contributions or other revenue sources for this Project.

(b). The Owner shall retain and cause any Business to retain all financial records, supporting documents and all other pertinent records related to this LBC, the Loan and the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all such records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved.

8. Monitoring, Reports and Auditing. The Owner agrees to generate and to cause any Business to generate such reports regarding the LBC or the Project as may be requested by the Governmental Unit or the State (including, without limitation, the Rural Authority or Commerce) in such form as they may request, including after the Termination Date. The Owner further grants and shall cause any Business to grant the Governmental Unit or the State (including any of its agencies, commissions or departments such as Commerce, the North Carolina State Auditor and the North Carolina Office of State Budget and Management) and any of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor and examine all of the books, papers, records and other documents relating to the LBC or the Project. In addition, the Owner agrees to comply and to cause any Business to comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, the Rural Authority or Commerce) for other financial and organizational materials to permit the State to comply with its fiscal

monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

9. Termination; Availability of Funds.
   (a). If the Owner fails to fulfill in a timely and proper manner its obligations or violates any of its covenants or stipulations under the LBC or if any Business fails to fulfill those requirements applicable to it in the LBC, the Owner agrees that the Governmental Unit or Commerce has the right to terminate the LBC by giving the Owner written notice specifying the Termination Date, which shall be determined by the Governmental Unit or Commerce in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
   (b). If the Governmental Unit fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under its Grant Agreement with Commerce, the Owner agrees that Commerce has the right to terminate its Grant Agreement with the Governmental Unit and/or terminate this LBC by giving, as applicable, the Governmental Unit or the Governmental Unit and the Owner written notice specifying the Termination Date, which Commerce may determine in its sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to either the Governmental Unit or Commerce, upon request and as directed.
   (c). The obligations of the Rural Authority and/or Commerce to pay any Grant funds to the Governmental Unit and for the Governmental Unit to pay any Loan amounts to the Owner under this LBC are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant and therefore the Loan become unavailable, the Owner agrees that either Commerce or the Governmental Unit has the right to terminate this LBC by giving written notice specifying the Termination Date, which either the Governmental Unit or Commerce may determine in their sole discretion. Upon such termination, neither the State nor the Governmental Unit shall have any responsibility to make Loan payments. Further, upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and Commerce and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed.

10. Liabilities and Loss. The Owner hereby agrees to release, indemnify and hold harmless the Governmental Unit and the State (including the Rural Authority and Commerce), and their respective members, officers, directors, employees, agents and attorneys (hereinafter collectively referred to as "Indemnified Parties"), from any claims of third parties (including, without limitation, any Business) arising out of any act or omission of the Owner or any third party (including, without limitation, any Business) in connection with the performance of this LBC or the Project, and for all losses arising from implementation of this LBC or the Project. Without limiting the foregoing, the Owner hereby releases the

Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost or expense, including, without limitation, reasonable attorneys' fees, fines, penalties and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether or not arising out of acts, omissions or negligence of the Owner or of any third party (including, without limitation, any Business), or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the Project.

11. Owner Representations and Warranties. The Owner hereby represents and warrants that:
    (a). The Owner and every Business are duly authorized to do business under North Carolina law and are not delinquent on any federal, state or local taxes, licenses or fees.
    (b). This LBC has been entered into and executed on behalf of the Owner by an individual with full actual and apparent authority to bind the Owner to the terms hereto, and the execution and delivery of this LBC have been duly authorized by all necessary action, and are not in contravention of law nor in contravention of any certificate of authority, bylaws or other applicable organizational documents of the Owner, nor are they in contravention of the provisions of any indenture, agreement or undertaking to which the Owner is a party or by which it is bound.
    (c). The Promissory Note has been executed by every individual or entity that has any ownership interest in the Property and is fully binding on the Owner.
    (d). There is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, or, to the Owner's knowledge, threatened against or affecting the Owner, that could or might adversely affect the Project, the creation of the New Jobs or any of the transactions contemplated by this LBC, or the validity or enforceability of this LBC or the Owner's ability to discharge its obligations under this LBC.
    (e). Upon the Owner's reasonable inquiry of any Business, there is no action, suit, proceeding or investigation at law or in equity before any court, public board or body pending, threatened against or affecting any Business that could or might adversely affect the Project, the creation of the Jobs or any of the transactions contemplated by this LBC or the validity or enforceability of this LBC or the ability of any Business to create the Jobs specified herein.
    (f). No consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this LBC by the Owner or the performance of any of its obligations hereunder, or else all such requisite governmental consents or approvals have been obtained. The Owner shall provide the Governmental Unit or Commerce with evidence of the existence of any such necessary consents or approvals at the time of the execution of this LBC.

(g). The Owner is solvent and has inquired of and received reasonable evidence from any Business of the solvency of that Business.

(h). A cash match grant, loan or other funding ("Cash Match") equal to the amount of the Loan shall have been unconditionally committed to the Project. The Governmental Unit shall have procured and contributed at least five percent (5%) of this Cash Match, but no part of this 5% contribution can have derived, either directly or indirectly, from any other State or federal source. All Cash Match funds shall be utilized exclusively for the purpose of the Project, and there shall be no improper expenditures of Cash Match funds. All Cash Match funds shall be expended prior to or simultaneously with and at the same rate as the Owner's expenditure of Loan funds.

12. Cessation/Termination, Bankruptcy, Dissolution or Insolvency.

(a). The Owner shall at all times preserve its legal existence, except that it may merge or consolidate with or into or sell all or substantially all of its assets to any entity that expressly undertakes, assumes for itself and agrees in writing to be bound by all of the obligations and undertakings of the Owner contained in this LBC. If the Owner so merges, consolidates or sells its assets without such an undertaking being provided, it agrees to repay to the Governmental Unit or Commerce, upon request and as directed, all unspent Loan funds. Further, any merger, consolidation or sale without such an undertaking shall constitute a material default under this LBC, and the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner and hold the Owner liable for any other repayment provided for under this LBC.

(b). Other than as provided for in Paragraph 12(a), if the Owner or any Business ceases to do business or becomes the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, the Owner shall give the Governmental Unit immediate notice of the event, shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce, upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.

(c). If the Owner fails to provide the Governmental Unit notice of the Owner or any Business ceasing to do business or becoming the subject of any bankruptcy, dissolution or insolvency proceeding prior to the Termination Date, it shall constitute a material default under this LBC. If there is such a cessation or such a proceeding, the Governmental Unit or Commerce may terminate the LBC upon written notice to the Owner. Upon such termination, the Owner shall not expend any Loan funds without the express written authorization of the Governmental Unit and shall return all unspent Loan funds to the Governmental Unit or Commerce upon demand and as directed and if permissible under applicable bankruptcy, dissolution or insolvency law.

(d). Notwithstanding the foregoing and wherever referred to in this LBC, "ceases to do business" shall not include (1) ceasing operations to maintain, service or upgrade real or personal property of the Owner, (2) season shutdowns of operations as long as such cessation does not exceed a total of four (4) weeks in any calendar year (excluding time attributable to an event of force majeure as described below) and (3) under the

circumstances for the period of time described in Paragraph 22 below.

13. Additional Repayment Requirements and Remedies.

(a). The repayment requirements and remedies addressed in this Paragraph 13 are in addition to those repayment requirements and other remedies set forth elsewhere in this LBC, including the requirements to repay unspent Loan funds. No remedy conferred or reserved by or to the State or the Governmental Unit is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this LBC, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b). The Owner acknowledges that the Grant by the Rural Authority and the Loan by the Governmental Unit are predicated upon the creation and maintenance of the New Jobs and maintenance of the Baseline Number of jobs required by Paragraph 3(a) and that failure to create and/or maintain them will constitute a material default of this LBC.

i. If the Business fails to create and maintain such New Jobs, then the Owner shall repay to the Governmental Unit or Commerce, as directed, an amount equal to the product of (i) **$6,666.67** (the amount of Loan funds divided by the number of New Jobs required to be created in Paragraph 3(a) and (ii) the number of New Jobs required to be created in Paragraph 3(a), minus the number of New Jobs actually created, above the Baseline Number reported, that have been in existence for six (6) consecutive months.

ii. Additionally, in the event that the Business fails to maintain its Baseline Number of jobs as required under Paragraph 3(a), the Business shall lose credit for any qualifying New Jobs under this LBC by the same number of jobs that the Baseline Number is short. For example, if the Baseline Number of jobs falls short by three (3) jobs as of the date the Business has created and maintained all required New Jobs, the number of New Jobs deemed created and maintained shall be reduced by three (3). The amount the Business must repay shall then be calculated in accordance with Paragraph 13(b)i.

iii. Either Commerce or the Governmental Unit shall notify the Owner in writing of the amount to be repaid and direct the Owner whether to repay such amount to the Governmental Unit for return to Commerce or repay the amount directly to Commerce. All such amounts shall be due immediately upon demand by the Governmental Unit or Commerce. If not paid within thirty (30) days following demand, the unpaid amount due hereunder and under the Promissory Note shall bear interest at the rate of 10% per annum after demand until paid. Upon default in such payment, the Governmental Unit or Commerce may employ an attorney to enforce their respective rights and remedies, and the Owner hereby agrees to pay the legal costs and reasonable attorneys' fees of the Governmental Unit and Commerce plus all other reasonable expenses incurred by such party in exercising any of its rights and remedies upon such defaults.

(c). If there is a breach of any of the requirements, covenants or agreements in this LBC (including, without limitation, a failure to repay the amount required under Paragraph 13(b) within the time required), or if there are any representations or warranties which are untrue as to a material fact in this LBC or in relation to the LBC or the Project (including the performance thereof), the Owner agrees that the Governmental Unit or Commerce may require repayment from the Owner of an amount of Loan funds to be determined in their sole discretion but not to exceed the amount of Loan funds the Owner has already received under this LBC. Such requirements, covenants or agreements include but are not limited to Paragraphs 2, 3, 4, 9, 11 and 12 of this LBC.

14. No Waiver by Governmental Unit or the State. Failure of the Governmental Unit or the State (including, without limitation, the Rural Authority and Commerce) at any time to require performance of any term or provision of this LBC shall in no manner affect the rights of the Governmental Unit or the State at a later date to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions hereof. No waiver of the Governmental Unit or the State of any condition or the breach of any term, provision or representation contained in this LBC, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of that or any other term, provision or representation.

15. Waiver of Objections to Timeliness of Legal Action. The Owner knowingly waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the Governmental Unit or the State (including Commerce) to enforce their rights under this LBC. This waiver includes any objections the Owner may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

16. Special Provisions and Conditions.
    (a). Nondiscrimination. The Owner agrees that it will not, and will ensure that the Business will not, discriminate by reason of age, race, religion, color, sex, national origin or disability related to the activities of this LBC or the Project.
    (b). Compliance with Laws. The Owner shall at all times, and shall cause any Business at all times to, observe and comply with all laws, regulations, codes, rules, ordinances and other requirements (together, "Laws") of the state, federal and local governments which may in any manner affect the performance of the LBC or the Project.
    (c). Non-Assignability. The Owner shall not assign or transfer any interest in the LBC without the prior written consent of the Governmental Unit and Commerce; provided however, that claims for money due to the Owner from the Governmental Unit under this LBC may be assigned to any commercial bank or other financial institution without such approval.
    (d). Personnel. The Owner represents that it and any Business have or will secure at their own expense all personnel required to monitor, carry out and perform the scope of services of this LBC and the Project. Such employees shall not be employees of the State (including, without limitation, the Rural Authority or Commerce) or the Governmental Unit. Such personnel shall be fully qualified and shall be authorized under state and local law to perform such services.

17. Notice. All notices required or permitted hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States Mail, certified, return receipt requested, postage prepaid, and addressed as follows:

If to the Governmental Unit:

Attn: Office of the County Manager	Office of the County Attorney
County of Rowan	County of Rowan
130 West Innes Street	130 West Innes Street
Salisbury, NC 28144	Salisbury, NC 28144

To the Owner:

Attn: Sixth Sense (NC) LP	Sixth Sense (NC) LP
c/o W.P. Carey Inc.	c/o W.P. Carey Inc.
One Manhattan West	One Manhattan West
395 9th Ave., 58th Floor	395 9th Ave., 58th Floor
New York, NY 10001	New York, NY 10001
Attn: Asset Management	**Attn: Legal Transactions**

or addressed to such other address or to the attention of such other individual as either party above shall specify in a notice pursuant to this subsection.

18. Entire Agreement. This LBC supersedes all prior agreements between the Governmental Unit and the Owner with regard to the Loan and the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified or altered except pursuant to a writing signed by both Parties.

19. Execution. This LBC may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and all such counterparts, together, shall constitute one and the same LBC which shall be sufficiently evidenced by one of such original counterparts.

20. Construction. This LBC shall be construed and governed by the laws of the State of North Carolina.

21. Severability. Each provision of this LBC is intended to be severable and, if any provision of this LBC is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair any other provision of this LBC, but this LBC shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

22. Force Majeure. If (a) during the Grant Term the real or personal property located on or constituting the Property suffers damage or destruction caused by acts of God, fires, floods, storms, insurrection, riots, acts of the public enemy, national catastrophe, or similar unexpected events, (b) such damage or destruction was not principally caused by the negligence, willful misconduct or violation of applicable law by the Owner, (c) the Owner uses reasonable efforts to repair, or to work around, such damage or destruction reasonably promptly, and (d) as a direct result of such damage or destruction the Owner cannot satisfy the requirements and obligations of Sections 3 of this Agreement as and when this Agreement requires, then the Owner will be entitled to an extension of time not to exceed sixty (60) days to satisfy the requirements and obligations of Section 3 of this Agreement; provided that the Governmental Unit in its sole discretion with respect to the obligations it is owed by the Owner, may elect to extend that sixty day period to give the Owner additional time to satisfy those requirements.

IN WITNESS WHEREOF, the parties hereto have executed this LBC as of the date first above written.

Governmental Unit Name: Rowan County

Signature: _____ [SEAL]

Printed Name: Greg Edds

Title: Chairman

Sixth Sense (NC) LP,
a Delaware limited partnership

By: Sixth Sense GP (NC) LLC,
a Delaware limited liability company,
its general partner

By: WPC Holdco LLC, a Maryland limited liability company, its sole member

By: W. P. Carey Inc., a Maryland corporation, its sole member

By: _____
Name: Christopher D. Hayes
Title: Managing Director

EXHIBIT F

2021-071-3201-2587

For VALUE RECEIVED and subject to the terms of and secured by the Rural Economic Development Loan Agreement and Legally Binding Commitment – Private-Owner Building Reuse Program, Reference Number **2021-071-3201-2587** ("LBC," which is incorporated by reference herein), the undersigned borrower[s] (the "Owner") jointly and severally promise[s] to pay to lender **Rowan County** or its assigns (together, the "Governmental Unit") or to the intended third-party beneficiary of this Promissory Note, the North Carolina Department of Commerce ("Commerce"), upon demand and as directed by either the Governmental Unit or Commerce, an amount of principal loan ("Loan") funds under the LBC up to and including **$500,000.00** Dollars but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC, plus interest and attorney's fees as addressed below. Unless otherwise specified herein, capitalized terms in this Promissory Note shall have the same meaning as those set forth in the LBC.

The Owner acknowledges and represents that: (i) the undersigned is or are the only person(s), entity or entities who or that have any ownership interests in the certain real property located at:

1010 Corporate Center Drive
Salisbury, NC 28146

in **Rowan** County, North Carolina (the "Property"); and (ii) the undersigned shall be jointly and severally liable for any and all debts secured by this Promissory Note.

The Owner further acknowledges that: (i) in order for the Owner to receive the Loan, the LBC requires the Owner to complete a "Project"; (ii) in order for the Owner to receive the Loan, what the LBC identifies as the "Business" must maintain certain jobs and create and maintain certain other jobs in working with the Owner to complete the Project; (iii) the Loan from the Governmental Unit to the Owner under the LBC consists entirely of a grant from the State of North Carolina to the Governmental Unit, subject to certain clawback provisions; (iv) Commerce is an intended third-party beneficiary to the LBC and to this Promissory Note; and (v) the LBC specifies those circumstances in which the Governmental Unit or Commerce can terminate the LBC and require the Owner to repay an amount of Loan funds according to a formula or else in an amount to be determined in the sole discretion of the Governmental Unit or Commerce but which amount shall not exceed the amount of Loan funds the Owner has actually received under the LBC.

Upon default, the Governmental Unit and/or Commerce may employ attorneys to enforce their rights and remedies under this Promissory Note and the LBC, and the Owner agrees to pay their reasonable attorneys' fees, plus all other reasonable expenses they incur in exercising their rights and remedies upon default. The rights and remedies of the Governmental Unit and Commerce, as described in this Promissory Note and the LBC, shall be cumulative and may be pursued singly, successively or together against the Owner (including each of the undersigned), the Property, or any other funds, property or security held by the Owner for payment or security, in the sole discretion of the Governmental Unit and Commerce. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

The Owner hereby waives protest, presentment, notice of dishonor and notice of acceleration and maturity and agrees to remain bound for the payment of principal, interest and all other sums due under this Promissory Note and the LBC, notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Promissory Note, or by way of any extension or extensions of time for the payment of principal and interest; and the Owner waives all and every kind of notice of such change or changes and agrees that the same may be made without notice of or consent to any of them.

This Promissory Note may not be amended, changed or altered except in writing executed by the Owner, the Governmental Unit and Commerce.

If not repaid within 30 days following demand hereunder, the Loan funds demanded by the Governmental Unit or Commerce under this Promissory Note shall bear interest at the rate of 10% per annum after demand until repaid. If either the Governmental Unit or Commerce initially demands Loan repayment from the Owner ("First Demand") in an amount less than the Loan funds the Owner has actually received under the LBC but, failing to receive repayment and, in its discretion under the LBC, increases the Loan repayment demand ("Second Demand") to the full amount the Owner has received under the LBC, then such interest on the difference between the First and Second Demands shall begin to accrue as of the date of the Second Demand.

For example, if under the terms of the LBC, a Business engages in an improper expenditure of Loan funds, the Governmental Unit has the discretion to require in a First Demand the partial repayment of Loan funds received by the Owner. Interest will begin to accrue at 10% per annum on whatever portion of the sum is not repaid as of the 31st day after the First Demand. Further, if the Owner fails to repay the First Demand in full, the Governmental Unit retains the discretion under the LBC to terminate the LBC and issue a Second Demand for the full repayment by the Owner of all Loan funds. Interest will continue accruing at 10% per annum on the original principal amount still unpaid from the First Demand and, following the expiration of 30 days from the Second Demand, interest will begin to accrue at 10% per annum on the additional unpaid principal Loan amount in the Second Demand.

Payment shall be made in lawful money of the United States of America via United States Mail First Class, Federal Express or UPS to the attention of the person at the address or in person at the address of the Governmental Unit or Commerce as directed in writing.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

IN WITNESS WHEREOF, the undersigned has (have) caused these presents to be executed under seal, pursuant to authority duly given, the day and year first above written.

EVERY SIGNATORY BELOW EXPRESSLY REPRESENTS THAT ALL INDIVUDALS OR ENTITIES WITH ANY OWNERSHIP INTERESTS IN THE PROPERTY HAVE EXECUTED THIS PROMISSORY NOTE.

Dated as of: Feb. 6, 20 23

If by Individual: _____

Signature: _____ [SEAL]

Printed Name: Greg Edds

SEAL of ROWAN COUNTY APRIL 12, 1753

Sixth Sense (NC) LP,
a Delaware limited partnership

By: Sixth Sense GP (NC) LLC,
a Delaware limited liability company,
its general partner

By: WPC Holdco LLC, a Maryland limited liability company, its sole member

By: W. P. Carey Inc., a Maryland corporation, its sole member

By: _____
Name: Christopher D. Hayes
Title: Managing Director

The Department of Commerce strongly encourages, but does not require, the Governmental Unit secure the funds loaned to the property owner, **Sixth Sense (NC) LP, a Delaware limited partnership**, with a Deed of Trust on the property.

Please check the appropriate box below indicating the intention of the Governmental Unit:

☐ The Governmental Unit will secure the funds with a Deed of Trust listing **Rowan County** as the beneficiary in the amount of **$500,000.00**.

☑ **Rowan County** ("Governmental Unit") has elected NOT to secure with a deed of trust on the subject property the **$500,000.00** in grant funds awarded by the North Carolina Department of Commerce ("Commerce") for a building reuse grant. Governmental Unit acknowledges and agrees that it is liable to the State for any grant funds that must be repaid under the Grant Agreement or Legally Binding Commitment, including (without limitation), any required repayments due to the property owner's failure to create and maintain jobs, which could include the full amount of the grant. Governmental Unit acknowledges that its liability to Commerce arises whether or not it is able to collect any repayment from the property owner under the Legally Binding Commitment, but still elects not to obtain a deed of trust on the subject property.

Please fill in the box below:

Governmental Unit Name:	**Rowan County**
By (Signature):	
Printed Name:	Greg Edds
Title:	Chairman, Board of Commissioners
Date:	2/6/23

Limited Waiver of Confidentiality
Unemployment Tax and Wage Records
BUILDING REUSE PROGRAM – Revision #1

EXHIBIT G

2021-071-3201-2587

Name of Taxpayer Agility North Carolina LLC

Address: 1010 Corporate Center Dr

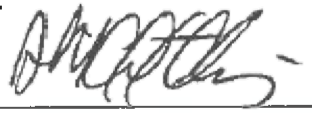
City: Salisbury State: NC Zip: 28146 Phone: 704-870-3520

NC Unemployment Insurance Acct #: 06-26-838 Fed Tax ID #: 35-2520993

I hereby waive any right to confidentiality, as found in N.C.G.S. 96-4 or otherwise, for the limited purpose of authorizing disclosure of certain information contained in the quarterly unemployment insurance tax records of the above-named taxpayer (hereinafter, "Company") filed with the Division of Employment Security ("DES") of the North Carolina Department of Commerce to **Rowan County** ("Governmental Unit") and to the employees of the Rural Economic Division of the North Carolina Department of Commerce ("Rural Division") and members of the North Carolina Rural Infrastructure Authority ("Rural Authority") for the limited purpose of evaluating the issuance of and, in the event of such issuance, administering and ensuring compliance with, a grant and loan pursuant to N.C.G.S. 143B-472.127 and .128.

I recognize that DES is authorized to provide this information to the public officials of the Governmental Unit, the Rural Division and the Rural Authority in the performance of their public duties and that the verification of employment information for the purpose of administering the grant and loan at issue is within the scope of the public duties of the Governmental Unit, the Rural Division and the Rural Authority. I hereby authorize DES to disclose information contained in the Company's quarterly unemployment insurance tax records (the NCUI-101 or successor form) to the Governmental Unit, the Rural Division and/or the Authority for these purposes.

I recognize that unemployment insurance tax information provided in the aggregate to DES and disclosed to the Governmental Unit, the Rural Division and/or the Authority, and the Company's aggregated tax and wage information provided to or otherwise in possession of the Governmental Unit, the Rural Division and/or the Authority, may be treated as public information. This waiver is not intended to release the Governmental Unit, the Rural Division and/or the Authority from any obligation they may have under North Carolina law to maintain the confidentiality of any and all information which could reveal or permit someone to ascertain the identity of any individual employee or that employee's line item unemployment insurance tax or other tax or wage information.



Signature Chief Financial Officer or Other Authorized Company Official

Andrew Griffiths , Vice President and CFO

Print Name Title

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Kelly Natoli, Assistant County Manager/HR Director
DATE:	06-09-23
SUBJECT:	Contracts for Liability and Property Pool and Workers' Compensation Pool

Please see the attached contracts for the FY 2024 Liability and Property Pool and Workers' Compensation Pool. These Risk Management Pools are administered through the North Carolina Association of County Commissioners (NCACC). The cost to participate in the Liability and Property Pool is approximately $653,000 ($869,606 less deductible options, longevity credit and multi-pool discounts). The cost to participate in the Workers' Compensation Pool is $153,063.

Please approve the attached contracts.

ATTACHMENTS:

Description	Upload Date	Type
Insurance Renewals	6/9/2023	Backup Material

NCACC Risk Management Pools
Liability and Property

County: **Rowan County**

RENEWAL ESTIMATE

JULY 1, 2023 to JULY 1, 2024 — Date of Quote: 6/8/2023

Coverage	Contract Limit	Deductible	Renewal Exposure		Contribution
Property	Insured Values	$1,000	Total Property Values	$219,788,880	129,895
Named Storm		*$1,000*			
		$1,000	Total Inland Marine Values	$6,104,814	3,608
Flood, NFIP		*$500,000*			
Flood/Earthquake		*$25,000*		Total	$133,503
General Liability	$2,000,000	$0	Population	147,799	52,410
			Number of EMTs	77	3,713
				Total	$56,123
Automobile Liability	$2,000,000	$0	Total # of Vehicles (Liability)	418	154,508
Excess Auto Liability					0
Physical Damage	Actual Cash Value	$1,000	Total # of Vehicles (PD)	227	44,660
Replacement Cost	$1,165,768		Value of Selected Veh.	$1,165,768	$11,267
				Total	$210,435
Crime	$250,000	$1,000	Money on Premises	1	$1,258
	$0		Great than $250,000	0	$0
				Total	$1,258
Public Officials Liability	*$2,000,000 per claim*	$5,000 per claim	Population	147,799	99,578
	$4,000,000 annual aggregate			Total	$99,578
Law Enforcement Liability	*$2,000,000 per occurrence*	$5,000	Class A Employees Class B Employees Class C Employees	293 136 72	231,190 59,768 10,787
	$4,000,000 aggregate			Total	$301,745
Employment Practices Liability	*$2,000,000 per claim*	$5,000 per claim	Population	147,799	49,964
	$4,000,000 per aggregate			Total	$49,964
Employee Benefits Liability	$2,000,000	$5,000		Total	included
Environmental Impairment Liability	$250,000 *aggregate*	$0		Total	included
Privacy or Security Event Liability	$1,000,000 $10,000,000 Pool Aggregate	$5,000		Total	$13,000
			Annual Estimated Contribution		$865,606

Please return this document with signed proposal. Excess cyber or overall liab on separate page(s) if applicable.

2023 PROPERTY SUBLIMITS

$5,000,000	ACCOUNTS RECEIVABLE	
$4,000,000	AUTOMATIC COVERAGE	
$2,500,000	INCREASED COST OF CONSTRUCTION	
$250,000	COST OF EXTINGUISHING LANDFILL FIRES	
$100,000	CONTINGENT TAX REVENUE INTERRUPTION	
$250,000	CONTINGENT BUSINESS INTERRUPTION/CONTINGENT EXTRA EXPENSE	
$2,500,000	DEBRIS REMOVAL (LESSOR OF 25% OF PROPERTY DAMAGE LOSS OR THE LIMIT SHOWN)	
$500,000	DECONTAMINATION COSTS	
$100,000	DEFERRED PAYMENTS	
$10,000,000	EARTHQUAKE – SUBJECT TO A $10,000,000 ANNUAL AGGREGATE	
$2,500,000	ELECTRONIC DATA AND MEDIA	
$50,000,000	EQUIPMENT BREAKDOWN, INCLUDING:	
	SPOILAGE	$500,000
	SERVICE INTERRUPTION	$2,500,000
	BUSINESS INTERRUPTION	$25,000,000
	GROSS EARNINGS AND EXTRA EXPENSE	$1,000,000
	EXPEDITING EXPENSE	$500,000
	HAZARDOUS SUBSTANCE	$1,000,000
	AMMONIA CONTAMINATION	$500,000
	ELECTRONIC DATA & MEDIA	$1,000,000
	CFC REFRIGERANTS	$100,000
	COMPUTER EQUIPMENT	$25,000,000
$2,500,000	ERRORS AND OMISSIONS	
$250,000	EVACUATION EXPENSE	
$1,000,000	EXPEDITING EXPENSE	
$2,500,000	EXTRA EXPENSE	
$1,000,000	EXTENDED PERIOD OF INDEMNITY (LESSER OF ACTUAL LOSS SUSTAINED FOR 180 CONSECUTIVE DAYS OR LIMIT SHOWN)	
$1,000,000	UNSCHEDULED FINE ARTS - SUBJECT TO A MAXIMUM OF $250,000 PER ITEM	
$10,000,000	FLOOD - SUBJECT TO A $10,000,000 ANNUAL AGGREGATE	
$1,000,000	FLOOD – SUBJECT TO A $1,000,000 ANNUAL AGGREGATE AS RESPECTS LOCATIONS SITUATED WHOLLY OR PARTIALLY WITHIN SPECIAL HAZARD ZONES FOR FLOOD	

$2,500,000	GROSS EARNINGS AND EXTRA EXPENSE COMBINED
$2,500,000	INTERRUPTION BY CIVIL AUTHORITY
$100,000	LAW ENFORCEMENT ANIMAL MORTALITY
$2,500,000	LEASEHOLD INTEREST
$2,500,000	MISCELLANEOUS UNNAMED PROPERTY
$250,000	MOBILE MEDICAL EQUIPMENT
$60,000,000	NAMED STORM – TIER 1 AND TIER 2 ONLY
$250,000	FIBER OPTICS DISTRIBUTION LINES LOCATED MORE THAN 1,000 FEET FROM A COVERED LOCATION
$10,000	PERSONAL PROPERTY OF OFFICERS AND EMPLOYEES OF THE PARTICIPANT
$100,000	PROFESSIONAL FEES
$2,500,000	PROPERTY IN COURSE OF CONSTRUCTION AND SOFT COSTS - ANY ONE COVERED PROPERTY
$100,000	LAND AND WASTE CONTAMINANT OR POLLUTANT CLEANUP. REMOVAL AND DISPOSAL - SUBJECT TO A $500,000 ANNUAL AGGREGATE
$2,500,000	SERVICE INTERRUPTION - PROPERTY DAMAGE AND TIME ELEMENT COMBINED
$2,500,000	TRANSIT PROPERTY DAMAGE AND TIME ELEMENT COMBINED - PER CONVEYANCE
$2,500,000	VALUABLE PAPERS & RECORDS & EDP MEDIA
$2,500,000	INGRESS/EGRESS
$100,000	LANDSCAPING, SUBJECT TO $15,000 ANY ONE SHRUB OR TREE, CAUSED BY OR RESULTING FROM A COVERED PERIL
$150,000	ANY ONE WATERCRAFT, $1,500,000 ANY ONE OCCURRENCE FOR WATERCRAFT 27 FEET OR LESS IN LENGTH;
$15,000	PIERS, DOCKS, PILINGS, BULKHEADS, AND WHARVES: ANY UNSCHEDULED LOCATION; $100,000 MAXIMUM ANY ONE SCHEDULED LOCATION; $250,000 ANY ONE OCCURRENCE
$250,000	UNSCHEDULED TUNNELS, BRIDGES, AND DAMS (EXCLUDING COVERAGE FOR THE PERILS OF EARTHQUAKE, FLOOD AND NAMED STORM)
$10,000	UNSCHEDULED UNMANNED AIRCRAFT/UNMANNED AIRCRAFT SYSTEM - SUBJECT TO A $50,000 ANNUAL AGGREGATE
$100,000	UPGRADE TO GREEN

NCACC Risk Management Pools
Liability and Property

Payment Plan Available: Liability & Property Pool Quoted on: **6/8/2023**

County or Entity: **Rowan County**

Annual Payment Plan*:	**$865,606**

*Total does not include excess cyber/overall liability or multi-pool/longevity incentives. See separate page(s) if applicable.

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. *A two percent late payment fee will be assessed on all amounts received after that date.*

I understand that changes made to the exposures subsequent to submission of the renewal application may result in changes to the Estimated Contribution:

Accepted by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

Please sign and return the accepted proposal by June 15th, 2023.

NCACC Risk Management Pools
Liability and Property

County or Entity: **Rowan County**

INCENTIVE ELIGIBILITY

Multi-Pool Incentives can be earned by participating in both Pools. You are rewarded for your participation in our Workers Compensation and Liability & Property Pools with an incentive.

For questions regarding the Longevity Credit, please contact your underwriter.

Participation In Multiple Pools

$31,150

Longevity Credit

Percentage of Final Signed Contribution (WC & L&P)

1.0%

The contributions are established on the basis that the member remains in both pools. Should the member elect not to renew with both pools then the NCACC Risk Pools reserve the right to adjust the proposal pricing on the basis of single pool membership.

Please note that any applicable incentives will be applied to the Workers Compensation line for 2023-2024.

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

JULY 1, 2023 to JULY 1, 2024							Quoted on:	6/8/2023	
Renewal Estimate	County or Entity:		Rowan County						
Deductible Adjustment Options			Per Occurrence Deductibles						
Liability & Property Line	**$500**	**$1,000**	**$2,500**	**$5,000**	**$10,000**	**$25,000**	**$50,000**	**$75,000**	**$100,000**
PROPERTY		$0	$7,404	$14,808	$23,381	$35,721	$45,203	$50,659	$54,816
INLAND MARINE		$0	$87	$180	$318	$592	$880	$1,118	$1,292
GENERAL LIABILITY	$2,526	$4,097	$5,725	$7,240	$9,036	$12,403	$15,490	$17,959	$20,092
AUTO LIABILITY	$4,172	$7,262	$13,133	$18,695	$25,803	$36,309	$44,035	$49,288	$52,842
AUTO PHYSICAL DAMAGE		$0	$6,476	$12,014	$17,060	$20,812	$22,330	$23,089	$23,402
CRIME									
PUBLIC OFFICIALS LIAB.		$0	$0	$0	$3,884	$11,551	$19,517	$24,596	$27,782
LAW ENFORCEMENT LIAB.		$0	$0	$0	$11,768	$35,002	$59,142	$74,531	$84,187
EMPLOYMENT PRACTICES LIAB.		$0	$0	$0	$1,399	$4,447	$7,694	$9,693	$11,342

Please return this document with your signed proposal.

$179,289
Reduction to premium as quoted

NCACC Risk Management Pools
Liability and Property

Please return this form with your confirmation indicating deductible choices. If we don't receive the completed form, we will process your renewal using expiring deductibles. (Base deductibles shown in bold, italics type).

Rowan County

LIABIILTY AND PROPERTY DEDUCTIBLE OPTIONS JULY 1, 2023 to JULY 1, 2024

COVERAGE	X	DEDUCTIBLE	COVERAGE	X	DEDUCTIBLE
Property		***$1,000***	Inland Marine		***$1,000***
		$2,500			$2,500
		$5,000			$5,000
		$10,000			$10,000
	X	$25,000		X	$25,000
		$50,000			$50,000
		$75,000			$75,000
		$100,000			$100,000
Coastal county members only -- **You may select a 2% Wind Deduct.**		Your proposal includes the standard deductible for wind coverage for all property exposures. To accept a 2% wind deductible for the savings shown in your proposal, check the block at the left.			
Crime		***$1,000***	General Liability		***$0***
	[redacted]				$500
					$1,000
					$2,500
					$5,000
					$10,000
				X	$25,000
					$50,000
Automobile Liability		***$0***	Auto Phy. Damage	X	***$1,000***
		$500			$2,500
	X	$1,000			$5,000
		$2,500			$10,000
		$5,000			$25,000
		$10,000			$50,000
		$25,000			$75,000
		$50,000			$100,000
Law Enforcement		***$5,000***	Public Officials		***$5,000***
		$10,000			$10,000
		$25,000			$25,000
		$50,000			$50,000
		$75,000			$75,000
	X	$100,000		X	$100,000
Employment Practices		***$5,000***	Boiler and Machinery Coverage		
		$10,000	* The deductible for Boiler and Machinery is $1,000 for Direct Damage and 24 hours for Indirect Damage at the request of the reinsurer. Other options are **not available** for Boiler & Machinery.		
		$25,000			
		$50,000			
		$75,000			
	X	$100,000			

Please return this document with your signed proposal.

NCACC Risk Management Pools
Liability and Property

JULY 1, 2023 to JULY 1, 2024 Quoted on: 06/07/23

EXCESS PRIVACY OR SECURITY EVENT LIABILITY SECTION A(1)

Member: **Rowan County**

Retroactive Date: **07/01/23**

INCREASED LIMIT	ANNUAL CONTRIBUTION	SELECT LIMIT (X)
DECLINE EXCESS LIMITS	[redacted]	
$1,000,000 excess of $1,000,000 underlying	$4,000	X

To purchase or decline Excess Privacy or Security Event Liability, please **mark the box** of the limit you desire and return a signed copy of this form.

Accepted by:

Signature _____

Printed Name _____

Print Title _____

Date _____

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

Financial Officer:

Signature _____

Date _____

NCACC Risk Management Pools
Workers Compensation

NCACC Risk Management Pools
Workers' Compensation
7/1/2023 to 7/1/2024

Rowan County
PROPOSAL FOR $500,000 DEDUCTIBLE OPTION

ESTIMATED PAYROLL	$46,340,933
MANUAL CONTRIBUTION	$1,247,268
MODIFIED CONTRIBUTION	$566,899
ESTIMATED CONTRIBUTION	$566,899
Deductible Option	$500,000
Deductible Factor (No Aggregate)	0.27
Deductible Contribution (No Aggregate)	$153,063
(Member Contribution multiplied by Deductible Factor)	
Expected Losses	$416,671
Expected Losses Limited to Deductible	$314,587
Expected Total Cost for $500,000 Deductible (No Aggregate)	$467,650
(Deductible Contribution plus Expected Losses within the Deductible)	
Aggregate Retention	
(In addition to excess insurance, which provides coverage for a single claim in excess of your retention, we limit the total amount you will pay for claims in any one fund year. This represents your maximum claims cost for the Fund Year.)	
Aggregate Percentage of Expected Losses	0%
Aggregate Retention	$0
Aggregate Contribution Factor	0
Additional Contribution for Aggregate	$0
Expected Total Cost for $500,000 Deductible with Aggregate	$153,063
(Expected Total Cost for Deductible plus Additional Contribution for Aggregate)	
Estimated Total Contribution for Deductible and Aggregate	$153,063

Please bind the $500,000 Deductible Option for the 7/1/2023 to 7/1/2024 Fund Year.

We appreciate your participation. To insure effective, efficient operation of your Pool we must receive payment in full no later than August 1st. *A two percent late payment fee will be assessed on all amounts received after that date.*

Signed: _____

Title: _____ Date: _____

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

Financial Officer _____ Date _____

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
DATE: 6/19/23
SUBJECT: Sole-Source CivicPlus

ATTACHMENTS:

Description	Upload Date	Type
Request	6/12/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178
Fax 704-216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Randy Cress, IT Director

Re: Sole-Source Civicplus – FY24

Date: June 6, 2023

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available.
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration.

CivicPlus Inc is a sole-sourced vendor whose services are imperative to Rowan County. This service is used county-wide website hosting and was approved August 1, 2023; Agenda Item T; and Revised February 6, 2023 Agenda Item B.

Additionally, in order to keep our website secure, we must apply security certificates annually and are charged separately by CivicPlus for installation; also Municode is utilized by the Clerk to the Board for hosting all County ordinances for legal compliance and is owned by CivicPlus.

Recommendation: Board of Commissioners authorize the Purchasing Director to approve sole-source purchases/contracts from CivicPlus Inc. for the FY24.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
DATE: 6/19/23
SUBJECT: Country Boy Landscaping Invoice 1

ATTACHMENTS:

Description	Upload Date	Type
Amendment	6/12/2023	Cover Memo
Contract	6/12/2023	Cover Memo
Landscaping Improvements Bid Specs	6/12/2023	Cover Memo
Airport Contract Signed	6/14/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178
Fax 704-216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Valerie Steele, Airport Director

Re: Amendment #1 – Country Boy Landscaping Inc.

Date: June 6, 2023

Rowan County Airport worked with Talbert, Bright & Ellington, engineering consultants, and received two bids on the re-bid of the Mid-Carolina Regional Airport landscaping improvements project. This was approved by the Board of Commissioner on 11/7/2022, Agenda Item Q in the amount of $110,661.00.

The 5% retainage was excluded from the original contract but included in the initial bid proposal.

Attached are Amendment #1, the original contract (23388), and the bid proposal.

Recommendation: Board of Commissioners authorize County Manager to approve amendment #1 of contract number 23388 with Country Boy Landscaping Inc. The not to exceed amount did not change, it will remain the total of the initial lowest bid in the amount of $110,661.00.

FIRST AMENDMENT
TO
AGREEMENT FOR SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR SERVICES ("**First Amendment**") made and entered into this ____ day of June, 2023, by and between **Country Boy Landscaping Inc.** ("**Provider**") and **ROWAN COUNTY,** a body politic and subdivision of the State of North Carolina ("**County**").

RECITALS

WHEREAS, County and Provider have previously entered into an Agreement for Services dated the 11th day of November 2022 (the "Agreement"); and

WHEREAS, the Agreement to provide and install landscaping around the Airport FBO building as written herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Provider and County hereby modify and amend the Agreement as follows:

1. Section C within Exhibit A of the Agreement shall be amended by this addition of a 5% retainage in the amount of $5,533.05. For a total amount of $110,661.00.

2. Except as expressly modified and amended by this First Amendment, the Agreement remains in full force and effect according to its terms.

{Signature Page Follows}

Signature Page: First Amendment Rowan County—Country Boy Landscaping Inc.

IN WITNESS WHEREOF, Provider and County have duly executed and delivered this First Amendment on the date set forth herein below.

PROVIDER: Country Boy Landscaping Inc.

BY:

_____

Chris C Cartner, President

COUNTY: ROWAN COUNTY, a body politic

BY:

_____

Aaron Chruch, Rowan County Manager

SPECIFICATIONS
AND
CONTRACT DOCUMENTS

FOR

Mid-Carolina Regional Airport
Landscaping Improvements

Mid-Carolina Regional Airport
Salisbury, North Carolina

Prepared For:

Mid-Carolina Regional Airport

Jody Farrow-Bennett
Rowan County Purchasing Director

By:

TALBERT, BRIGHT & ELLINGTON, INC.
ENGINEERING & PLANNING CONSULTANTS

Charlotte, North Carolina
September 2022
TBE No. 3708-1901
North Carolina License No. C-1163

SET NO.:_____

Table of Contents

SPECIFICATIONS AND CONTRACT DOCUMENTS

LANDSCAPING IMPROVEMENTS

MID-CAROLINA REGIONAL AIRPORT

ADVERTISEMENT FOR BIDS ADV-1 to ADV-2

ITEMIZED PROPOSAL PRO-1 to PRO-26

DRUG FREE WORKPLACE DFW-1 to DFW-2

GENERAL CONDITIONS

Section 10	Definition of Terms	10-1 to 10-8
Section 20	Proposal Requirements and Conditions	20-1 to 20-4
Section 30	Award and Execution of Contract	30-1 to 30-2
Section 40	Scope of Work	40-1 to 40-4
Section 50	Control of Work	50-1 to 50-6
Section 60	Control of Materials	60-1 to 60-4
Section 70	Legal Regulations and Responsibility to Public	70-1 to 70-6
Section 80	Prosecution and Progress	80-1 to 80-6
Section 90	Measurement and Payment	90-1 to 90-8

GENERAL CONSTRUCTION ITEMS

Section 102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	C-102-1 to C-102-4
Section 105	Mobilization	C-105-1 to C-105-2

PROJECT SPECIAL PROVISIONS PSP-1 to PSP-16

SAFETY AND SECURITY REQUIREMENTS SAFE-1 to SAFE-6

TECHNICAL SPECIFICATIONS

32 9200	Turf and Grasses	32 9200-1 to 32 9200-10
32 9300	Plants	32 9300-1 to 32 9300-20

Table of Contents

APPENDICES

Appendix "A" Standard Form Construction Contract ..... A-1 to A-14
Appendix "B" Forms ..... B-1 to B-8

ADVERTISEMENT FOR BIDS

ADVERTISEMENT FOR BIDS

Pursuant to Section 143-129 of the General Statutes of North Carolina, sealed bids for "Landscaping Improvements" at the Mid-Carolina Regional Airport will be received by the County of Rowan until 2:00 P.M. *(local time)*, Tuesday, October 11, 2022. Immediately thereafter, the bids will be publicly opened and read aloud in the Conference Room of the Rowan County Purchasing Department, located at 130 West Innes Street, Salisbury, North Carolina 28144.

All Contractors are hereby notified that they shall have proper Contractor's licenses as required by the state laws governing their respective trade in the state where this Project is located.

Bidding Documents may be examined at the Airport and on plan room websites as follows:

Dodge Data & Analytics – www.construction.com

Construct Connect (f/k/a iSqFt + bidclerk) – www.iSqFt.com

Bidders may obtain a complete set of bidding documents from Richa Graphics, 704-331-9744, 800 North College Street, Charlotte, North Carolina 28206, www.richa.com. All bid documents including addendum(s) are non-refundable. Contact Richa Graphics for document and shipping costs. Please note: Richa Graphics is the official Plan Room provider. Bidders must be listed on the plan holder's list held by Richa Graphics in order to receive any Bid Documents.

Notice is hereby given to all bidders that Executive Order 11246 and Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Part 21, are applicable to this contract.

Each bid must be accompanied by a Bid Bond, or by a certified check payable to Rowan County, Salisbury, North Carolina, and drawn on some bank or trust company authorized to do business in the State of North Carolina, for an amount equal to five percent (5%) of the total bid.

A performance bond and a labor and material payment bond are required.

All bids will be awarded by Rowan County.

No bid may be withdrawn for a period of ninety (90) days after the closing time for the receipt of bids. Rowan County reserves the right to reject any and all bids and to waive any and all technical defects in the execution of the submission of any bid.

Envelopes containing proposals must be sealed and addressed to Rowan County Purchasing Department, Attn: Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, NC 28144. Envelopes must be marked as follows: "Landscaping Improvements", with contractor's name, address, and license number listed on the envelope.

Jody Farrow-Bennett
Rowan County Purchasing Dept.

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ITEMIZED PROPOSAL

PROPOSAL REQUIREMENTS AND CONDITIONS

LANDSCAPING IMPROVEMENTS

MID-CAROLINA REGIONAL AIRPORT – SALISBURY, NORTH CAROLINA

DATE: _____

In compliance with the Advertisement (Notice to Bidders), the undersigned hereby proposes to furnish the materials and perform the work for completion of all items listed in the schedule for which the proposal is completed below in strict accordance with the Advertisement (Notice to Bidders), Plans, and General Provisions, Special Provisions of the Specifications, and all contract documents for the consideration of the price quoted in the following items and agrees, upon receipt of written notice of the acceptance of this Proposal, that within ninety (90) days after the date of the opening of the Proposals, it will execute a contract in accordance with the Proposal as accepted and give the required Performance and Payment Bond with good and sufficient surety or sureties, within fifteen (15) days after receipt of notice of formal award of contract and presentation of the prescribed forms.

The board or governing body shall award the contract to the lowest responsible base bid or any combination of the base bid and additive alternatives, taking into consideration quality, performance and the time specified in the proposals for the performance of the contract. The OWNER reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid.

The undersigned agrees that if awarded the contract, it will commence work not later than the date set by the ENGINEER in the Notice(s) to Proceed and that it will complete the work within the time specified and in accordance with the Specifications. It is understood that all workmanship and materials under all items of work are guaranteed for one year from the date of final acceptance, unless otherwise specified.

It is understood that the quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating Proposals.

The Bidder shall complete all line items and total amount of Bid. Failure to submit prices for each item shall be cause for rejection of Bid.

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BID SCHEDULE - BASE BID

ITEM NO.	SPEC. NO.	DESCRIPTION & UNIT PRICE IN WORDS	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
1	C-102	TEMPORARY FILTER SOCK @ (Write Unit Price In Words)	60	LF		
2	C-102	TEMPORARY EXCELSIOR MATTING @ (Write Unit Price In Words)	600	SY		
3	C-102	TEMPORARY FILTER SOCK INLET PROTECTION @ (Write Unit Price In Words)	4	EA		
4	C-105	MOBILIZATION @ (Write Unit Price In Words)	1	LS		
5	SPEC.	ARMSTRONG FREEMAN MAPLE @ (Write Unit Price In Words)	2	EA		
6	SPEC.	HERITAGE RIVER BIRCH MULTI-TRUNK @ (Write Unit Price In Words)	4	EA		
7	SPEC.	CHEROKEE CRAPE MYRTLE @ (Write Unit Price In Words)	2	EA		
8	SPEC.	SLENDER SILHOUETTE SWEET GUM @ (Write Unit Price In Words)	4	EA		

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9	SPEC.	NUTTALL OAK @ (Write Unit Price In Words) _____	3	EA	_____	_____
10	SPEC.	BLACK MOUNTAIN SPLITBEARD BLUESTEM @ (Write Unit Price In Words) _____	80	EA	_____	_____
11	SPEC.	FIBER OPTICS BUTTONBUSH @ (Write Unit Price In Words) _____	24	EA	_____	_____
12	SPEC.	RUBY SLIPPERS OAKLEAF HYDRANGEA @ (Write Unit Price In Words) _____	21	EA	_____	_____
13	SPEC.	PARSONI JUNIPER @ (Write Unit Price In Words) _____	40	EA	_____	_____
14	SPEC.	PURPLE DIAMOND LOROPETALUM @ (Write Unit Price In Words) _____	50	EA	_____	_____
15	SPEC.	MONDO GRASS @ (Write Unit Price In Words) _____	18	EA	_____	_____
16	SPEC.	GIANT PLUME GRASS @ (Write Unit Price In Words) _____	57	EA	_____	_____

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17	SPEC.	AUTUMN JAZZ ARROWOOD VIBURNUM @ (Write Unit Price In Words) _____	29	EA	_____	_____
18	SPEC.	REGAL MIST PINK MUHLY GRASS @ (Write Unit Price In Words) _____	50	EA	_____	_____
19	SPEC.	BLUE RUG JUNIPER @ (Write Unit Price In Words) _____	225	EA	_____	_____
20	SPEC.	PLANTING BED @ (Write Unit Price In Words) _____	12,000	SF	_____	_____
21	SPEC.	RIVERSTONE @ (Write Unit Price In Words) _____	2,400	SF	_____	_____
22	SPEC.	WHITEWASHING OF BUILDING @ (Write Unit Price In Words) _____	1,800	SF	_____	_____
23	329200	SEEDING @ (Write Unit Price In Words) _____	2	AC	_____	_____

BASE BID AMOUNT: $_____

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CONTRACT TIME

BASE BID TOTAL CONTRACT TIME: **60 CALENDAR DAYS**

CONTRACT TIME LIQUIDATED DAMAGES: **$1,000.00 PER CALENDAR DAY**

Enclosed is security in the amount of five percent (5%) of the total base bid, consisting of (Cash, Certified Check, or Bid Bond) _____ payable to Rowan County.

_____
Name of Bidder

BY: _____
(Signature)

_____
(Name and Title of Signing Official) (Seal)

Contractor's License No. _____

Acknowledgment of Receipt of Addendum

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

Addendum No. _____ Date _____ Initial _____

For Corporation, provide name and post office address for the President, Secretary, and Treasurer.

President

Name _____

Address _____

_____

Secretary

Name _____

Address _____

_____

Treasurer

Name _____

Address _____

_____

For Partnership, provide name and address for each partner.

Name _____

Address _____

_____

Name _____

Address _____

_____

Name _____

Address _____

_____

Name _____

Address _____

_____

For individual, provide name and post office address.

Name _____

Address _____

_____

Note: Failure to complete blank spaces may be grounds for rejection of Bid.

PERFORMANCE OF WORK BY SUBCONTRACTORS

The Bidder hereby states that he proposes, if awarded the Contract, to use the following Subcontractors on this project. List below all proposed Subcontractors and trade specialties. (List only one Subcontractor for each item). The Bidder shall obtain prior written permission of the OWNER should he choose to add or substitute other Subcontractor(s) not shown herein.

Items	Subcontractors

Estimated total cost of items that Bidder states will be performed by Subcontractor:

($_____).

FORM OF NON-COLLUSION AFFIDAVIT

(This Affidavit is Part of the Bid)

The undersigned of lawful age, being first duly sworn on oath, affirms and says:

1. The undersigned is the Bidder or the duly authorized agent of the Bidder submitting this competitive bid and as the lawful authority to execute this Affidavit and the attached Bid.

   For the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and City or Trust officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached:

2. The undersigned is fully aware of the facts and circumstances surrounding the making of the Bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such Bid; and

3. Neither the Bidder nor anyone subject to the Bidder's direction or control has been a party:

   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;

   b. to any collusion with any City or Trust official, agent or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract; nor

   c. in any discussion between bidders and any City or Trust official, agent or employee concerning exchange of money or other thing of value for special consideration in the letting of a contract.

4. The undersigned certifies, if awarded this contract, whether competitively bid or not, neither the Bidder nor anyone subject to Bidder’s direction or control has paid, given, or donated or agreed to pay, give or donate to any officer or employee of the City or Trust any money or other thing of value, either directly or indirectly, in procuring this contract.

This Bid will not be considered unless
this form has been fully completed and signed and certified by the Bidder.

_____

Name of Individual, Partnership, Limited Liability Company, or Corporation herein called Bidder

_____

Type Name of Authorized Agent

_____

Title of Authorized Agent

(Complete Notary Statement on next page)

NOTARY STATEMENT

STATE OF

COUNTY OF

I, _____ Notary Public in and for said County and State, do
(Name of Notary Public)
hereby certify that on this _____day of _____20____, _____
_____ personally known to me to be the same person and
(Type Name of Authorized Agent)
official who executed the above and foregoing instrument as _____
(Type Name of Authorized Agent)
appeared before me in person and acknowledged that, as such official, he/she executed the above instrument as his/her free and voluntary act on behalf of
_____pursuant to authority conferred and for the uses and (Type Name of Bidder)
purposes therein set forth.

IN WITNESS THEREOF, I have hereunto set my hand and seal the day and year last above written.

_____
Name of Notary Public

My commission expires: My commission #:

_____ _____

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (☐) is not (☐) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Date	Signature
Company Name	Title

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

NAME OF BIDDER: _____

IRS NUMBER: _____

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF PROMPT PAYMENT

The prime contractor agrees to pay each subcontractor under this prime contract, less 5% retainage for satisfactory performance of its contract no later than seven (7) calendar days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to all subcontractors.

NAME OF BIDDER: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and

c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or

(2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or

(3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous

certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

NAME OF BIDDER: _____

IRS NUMBER: _____

BY: _____

TITLE: _____

DATE: _____

END OF PROPOSAL SECTION

DRUG FREE WORKPLACE

DRUG-FREE WORKPLACE

The contractor shall provide a drug-free workplace during the performance of this contract.

This obligation is met by:

A. notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

B. establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the contractor's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

C. notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in (a) above, and (ii) notify the contractor of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

D. notifying Rowan County within ten (10) days after receiving from an employee a notice of criminal drug statute conviction or after otherwise receiving actual notice of such conviction;

E. imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;

F. making a good faith effort to continue to maintain a drug-free workplace for employees; and

G. requiring any party to which it subcontracts any portion of the work under the contract to comply with the provisions of (a) - (f).

If the proposed contractor is an individual, the requirement is met by not engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Failure to comply with the above drug-free workplace during the performance of the contract shall be grounds for suspension, termination or debarment.

END OF DFW

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GENERAL CONTRACT PROVISIONS

Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	**AASHTO**	The American Association of State Highway and Transportation Officials.
10-02	**Access Road**	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	**Advertisement**	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	**Airport**	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	**Airport Improvement Program (AIP)**	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	**Air Operations Area (AOA)**	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	**Apron**	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	**ASTM International (ASTM)**	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	**Award**	The Owner’s notice to the successful bidder of the acceptance of the submitted bid.

Paragraph Number	Term	Definition
10-10	**Bidder**	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	**Building Area**	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	**Calendar Day**	Every day shown on the calendar.
10-13	**Certificate of Analysis (COA)**	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	**Certificate of Compliance (COC)**	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	**Change Order**	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	**Contract**	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	**Contract Item (Pay Item)**	A specific unit of work for which a price is provided in the contract.
10-18	**Contract Time**	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of

Paragraph Number	Term	Definition
		calendar or working days, the contract shall be completed by that date.
10-19	**Contractor**	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	**Contractors Quality Control (QC) Facilities**	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	**Contractor Quality Control Program (CQCP)**	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	**Control Strip**	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	**Construction Safety and Phasing Plan (CSPP)**	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	**Drainage System**	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	**Engineer**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	**Equipment**	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	**Extra Work**	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to

Paragraph Number	Term	Definition
		complete the work within the intended scope of the contract as previously modified.
10-28	**FAA**	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	**Federal Specifications**	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	**Force Account**	**a.** Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. **b.** Owner Force Account - Work performed for the project by the Owner's employees.
10-31	**Intention of Terms**	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	**Lighting**	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	**Major and Minor Contract Items**	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.

Paragraph Number	Term	Definition
10-34	**Materials**	Any substance specified for use in the construction of the contract work.
10-35	**Modification of Standards (MOS)**	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	**Notice to Proceed (NTP)**	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	**Owner**	The term "Owner" shall mean the party of the first part or the contracting agency signatory to the contract. Where the term "Owner" is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is Rowan County.
10-38	**Passenger Facility Charge (PFC)**	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	**Pavement Structure**	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	**Payment bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	**Performance bond**	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	**Plans**	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	**Project**	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.

Paragraph Number	Term	Definition
10-44	**Proposal**	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	**Proposal guaranty**	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	**Quality Assurance (QA)**	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	**Quality Control (QC)**	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	**Quality Assurance (QA) Inspector**	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	**Quality Assurance (QA) Laboratory**	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	**Resident Project Representative (RPR)**	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	**Runway**	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	**Runway Safety Area (RSA)**	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	**Safety Plan Compliance Document (SPCD)**	Details how the Contractor will comply with the CSPP.

Paragraph Number	Term	Definition
10-54	**Specifications**	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	**Sponsor**	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	**Structures**	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	**Subgrade**	The soil that forms the pavement foundation.
10-58	**Superintendent**	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	**Supplemental Agreement**	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%: (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	**Surety**	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	**Taxilane**	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	**Taxiway**	The portion of the air operations area of an airport that has been designated by competent airport authority for

Paragraph Number	Term	Definition
		movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	**Taxiway/Taxilane Safety Area (TSA)**	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	**Work**	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	**Working day**	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See "Advertisement/Notice to Bidders".

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Contractor must be a General Contractor licensed in the state of North Carolina

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization is limited to 10 percent of the total project cost.

A prebid conference will be held for this project to discuss as a minimum, the following items: material requirements; submittals; Quality Control/Quality Assurance requirements; the construction safety and phasing plan including airport access and staging areas; and unique airfield paving construction requirements. See "Notice to Bidders" for the location, time and date.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.

c. Documented record of Contractor default under previous contracts with the Owner.

d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.

b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.

c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.

d. If the proposal contains unit prices that are obviously unbalanced.

e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.

f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in "default" for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner's Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner's Engineer a written request for interpretation no later than seven days prior to bid opening.

Any interpretation of the project bid documents by the Owner's Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within 120 calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds.*

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully

executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract,* of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (http://mutcd.fhwa.dot.gov/), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the Resident Project Representative (RPR) shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,

b. Remove such material from the site, upon written approval of the RPR; or

c. Use such material for the Contractor's own temporary construction on site; or,

d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

END OF SECTION 40

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Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. See Project Special Provisions Section.

50-05 Cooperation of Contractor. The Contractor shall be supplied with three hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided

to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): **AutoCAD, PDF and ASCII Text files.**

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

No direct payment will be made, unless otherwise specified in contract documents, for this labor, materials, or other expenses. The cost shall be included in the price of the bid for the various items of the Contract.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done

without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work,

another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program* and *Addendum*, that is in effect on the date of advertisement.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

~~The Contractor shall employ a Quality Control (QC) testing organization to perform all Contractor required QC tests in accordance with Item C-100 Contractor Quality Control Program (CQCP).~~

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

a. Conformance to the specified performance, testing, quality or dimensional requirements; and,

b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.

b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.

c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. An Engineer/RPR field office is not required.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows: **See Project Special Provisions Section**.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP is on sheet(s) 2 of the project plans.

70-09 Use of explosives. The use of explosives is not permitted on this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

- **Work Shown on the Construction Safety and Phasing Plan Sheets**
- **In accordance with the Construction Safety and Phasing Report included in these specifications.**

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2 and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the Owners of all utility services or other facilities of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep such individual Owners advised of changes in their plan of operations that would affect such Owners.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the utility owner's "Person to Contact" no later than two normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or their own surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.

b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the airport Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.

c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.

d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.

e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that

location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements. See Project Special Provisions and Appendix 'A' for insurance requirements for this project.

END OF SECTION 70

Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with his organization, an amount of work equal to at least forty (40) percent of the total contract cost.

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

The Contractor shall provide copies of all subcontracts to the RPR 14 days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within ten (10) calendar days of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the airport.

When the work requires the Contractor to conduct their operations within an AOA of the airport, the work shall be coordinated with airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the contract work requires the Contractor to work within an AOA of the airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

- **Work Shown on the Construction Safety and Phasing Plan Sheets**
- **In accordance with the Construction Safety and Phasing Report included in these specifications.**

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2, Operational Safety on Airports During Construction. The CSPP included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the

Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number of calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Base Bid	$1,200 per Calendar Day	60 Calendar Days
Alternate Bid	$1,200 per Calendar Day	75 Calendar Days

The maximum construction time allowed for the Base Bid will be as shown in the table above. The maximum construction time allowed for the Alternate Bid will be as shown in the table above. For a description of the scope for both the Base Bid and Alternate Bid, see the Construction Safety and Phasing Plan in the plan set. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a wavier on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or

c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

d. Discontinues the execution of the work, or

e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or

f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or

g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or

h. Makes an assignment for the benefit of creditors, or

i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term "lump sum" when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, "lump sum" work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term "ton" will mean the short ton consisting of 2,000 pounds (907 km) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level

Term	Description
	capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been "overweighing" (indicating more than correct weight) they will be immediately adjusted. All materials

Term	Description
	received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 *Payment for Extra Work*.
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the "basis of payment" subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities,* will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be

done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.

b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within fourteen (14) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within fourteen (14) days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract by submitting executed Contractors Affidavit of Payment of Debts and Claims.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

m. Submit executed Consent of Surety to Final Payment.

n. Submit executed Affidavit of Release (Waiver) of Liens for Contractor and all subcontractors.

o. Submit DBE Commitments and Payments form.

END OF SECTION 90

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GENERAL CONSTRUCTION ITEMS

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period. Temporary erosion control features shall by removed once the site has been stabilized as directed by the RPR. Maintenance and removal of temporary features shall be considered incidental to the respective item.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 18 inches and a maximum of 24 inches above the ground surface. Posts shall be set no more than 8 feet on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch overlap and securely sealed. A trench shall be excavated approximately 8 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall remove and dispose of silt that accumulates during

construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 Temporary erosion and pollution control work required will be performed as scheduled or directed by the RPR. Completed and accepted work will be measured as follows:

- **a.** Temporary filter sock will be measured by the linear foot
- **b.** Temporary excelsior matting will be measured by the square yard
- **c.** Temporary filter sock inlet protection will be measured per each

102-4.2 Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, will not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR and measured as provided in paragraph 102-4.1 will be paid for under:

Item C-102-5.1a	Temporary filter sock – per linear foot
Item C-102-5.1b	Temporary excelsior matting – per square yard
Item C-102-5.1c	Temporary filter sock inlet protection – per each

Where other directed work falls within the specifications for a work item that has a contract price, the units of work shall be measured and paid for at the contract unit price bid for the various items.

Temporary control features not covered by contract items that are ordered by the RPR will be paid for in accordance with Section 90, paragraph 90-05 *Payment for Extra Work*.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33	*Hazardous Wildlife Attractants on or Near Airports*
AC 150/5370-2	*Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461	*Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 10 percent of the total project cost.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster "Equal Employment Opportunity is the Law" in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL "Notice to All Employees" Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner. Links to the posters available at: https://www.faa.gov/airports/engineering/

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for "Mobilization" partial payments will be allowed as follows:

a. With first pay request, 25%.

b. When 25% or more of the original contract is earned, an additional 25%.

c. When 50% or more of the original contract is earned, an additional 40%.

d. After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation,* the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105 Mobilization

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended

EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster

United States Department of Labor, Wage and Hour Division (WHD)

WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

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PROJECT SPECIAL PROVISIONS

PROJECT SPECIAL PROVISIONS

PSP-1 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidders shall take no advantage of any apparent error or omission in the Bidding or Contract Documents. In the event the Bidders discover such an error or omission, they shall immediately notify the OWNER. The OWNER will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents.

Bidders shall promptly notify the OWNER in writing of any concerns or problems they discover upon examination of the Site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request for clarification and forward the same to the appropriate address below. Spoken questions will not be answered; only written questions will be answered. Any interpretation, correction or change of the Bidding Documents will be made only by Addenda. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

The deadline for submitting written requests for clarification shall be close of business on Thursday, September 29, 2022.

Address questions to:

Andy Shook, P.E.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
Fax: (704) 426-6080
ashook@tbeclt.com

PSP-2 GENERAL REQUIREMENTS - SCHEDULE OF WORK

It is the intent of the OWNER and these specifications that the Mid-Carolina Regional Airport be impacted to a minimum during the work accomplished under this project. For this reason, ***the Contractor will be required to submit for approval a detailed Schedule of Work to the ENGINEER five (5) days prior to the Preconstruction Conference for each schedule(s) of work***. After the ENGINEER approves the progress schedule, the Contractor will be required to follow the approved schedule of work unless deviations therefrom are approved by the ENGINEER.

The Contractor's attention is directed to the following requirements in developing his Schedule of Work:

1. The purpose of the Schedule of Work is to assure a safe area of operation for the Contractor and Airport traffic, maintenance of traffic on the taxiways and runways adjacent to the construction areas, and performance of the construction in an acceptable manner and time frame.

2. The Contractor shall make his own estimate of the difficulties involved in arranging the work to comply with the above requirements and shall not claim any added compensation by reason of delay or increased cost due to these requirements.

3. The schedule shall include, but is not limited to, approximate dates and exact time intervals for performing each work task, sub-schedules for shop drawing submittals, review times, procurement schedules, and delivery dates.

PSP-3 CONTRACT TIME AND LIQUIDATED DAMAGES

Contract Time: The work as described by the contract specifications and as shown on the plans shall be completed and ready for use by the Owner within the following number of days after the date of Notice-to-Proceed. The time schedule for completion of this project is critical and liquidated damages as prescribed in the Contract will be enforced.

Base Bid Project Contract Time – Sixty (60) consecutive calendar days

Liquidated Damages: Owner and Contractor recognize that time is of the essence and that Owner will suffer financial loss if the work is not substantially complete in accordance with the time(s) specified herein. They also recognize the delays, expenses and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the amounts stipulated herein below.

Contractor further understands and hereby expressly agrees that in addition to liquidated damages specified herein below, to pay the Owner the actual costs to Owner for any inspector or inspectors necessarily employed by Owner on the work and the actual costs to Owner for the Engineer's observation of construction and project representative services including all travel and subsistence expenses after the date specified for Project completion until the work is completed and ready for final payment. Further, the Contractor agrees that the sums to be paid the Owner may be deducted from the sum due the Contractor for work performed as provided in Section 90 of the General Provisions.

One Thousand Dollars ($1,000.00) per consecutive calendar day

The Contractor shall complete all punch list items determined by the Owner and the Engineer within fourteen (14) consecutive calendar days from the date of the Final Inspection, unless otherwise agreed in writing. Failure to do so will result in liquidated damages of one thousand six hundred dollars ($1,600.00) per day beyond the fourteen (14) day period.

PSP-4 NOTAMS

The OWNER will issue the necessary NOTAMS to reflect hazardous conditions. The Contractor shall work with the ENGINEER and OWNER to schedule NOTAM issuance and Airport Operations Area (AOA) closures, and shall provide the OWNER and ENGINEER with advance notice of the need to issue or close a NOTAM. It is important that NOTAMS be kept current and reflect the actual conditions with respect to construction situations. Active NOTAMS shall be reviewed periodically and revised to reflect the current conditions.

PSP-5 CONSTRUCTION LAYOUT AND CONTROL

The ENGINEER has furnished control points for horizontal control and bench marks for vertical control as shown on the plans. It shall be the Contractor's responsibility to layout the work from these points and to provide all other measurements to ensure positive horizontal and vertical control of the work. All survey work shall be performed under the supervision of a Registered Land Surveyor or a Registered Professional Engineer, in the State of North Carolina, by a qualified instrument man, rodman, and chainman with instruments and equipment subject to the approval of the ENGINEER.

PSP-6 RECORD DRAWINGS

The Contractor will also be required to maintain a set of as constructed plans on the project at all times, noting any changes, deviations, etc., with the responsibility to furnish the OWNER, at the completion of the project, a set of as constructed plans. These as constructed plans shall be delivered to the ENGINEER prior to final acceptance.

PSP-7 HAUL ROADS

Haul roads to be used under this Contract shall be those designated and approved by the ENGINEER. In general, the Contractor shall confine his equipment and hauling where practical to existing roads on the Airport, as shown in the plans. If existing pavement is damaged by the Contractor's hauling operations, it shall be repaired to its original condition at the Contractor's expense. Haul roads across turfed areas shall be repaired, scarified, seeded, mulched, and fertilized at the Contractor's expense. Metal track vehicles will not be permitted to operate on or across existing pavement without protective matting to prevent marring of the pavement surface. Access roads shall be constructed as required. All costs associated with supplying, constructing, maintaining and restoring temporary haul roads shall be included in the lump sum price bid for "Mobilization."

PSP-8 TEMPORARY CONSTRUCTION ZONE FLAGGING

The Contractor is responsible for supplying, erecting, and maintaining temporary construction zone flagging, fencing, etc. in the areas shown on the plans, as directed by the ENGINEER, or at the Contractors discretion based on the Contractor’s company safety plan. This flagging, fencing, etc. shall be continuous and fluorescent and define construction areas outside limits of temporary security fence. All costs associated with supplying, erecting, relocating, and maintaining temporary construction zone flagging, fencing, etc. shall be included in the lump sum bid price for "Mobilization".

PSP-9 SITE CLEANUP

All spillage in active air operation areas shall be cleaned up immediately. The contractor shall have a power broom available on site at all times. During any operation involving work with equipment or hauling on runways or taxiways, Contractor shall also have a vacuum/sweeper truck on site.

The Contractor shall keep all active airfield pavements clear of all debris, stones, etc., during construction. Contractor shall visually inspect active airfield pavement after each crossing by vehicles during hauling operations.

The acceptability of pavement cleanup is at the sole discretion of the Airport. The Contractor shall sweep and vacuum pavement areas until the cleanup is satisfactory to the Airport. The Contractor shall be prepared to assign necessary manpower and equipment to complete cleanup prior to the scheduled re-opening of the active area.

PSP-10 ENGINEER'S FIELD OFFICE

No field office is required for this project.

PSP-11 DUST CONTROL

It is the intent of these specifications that the Contractor will, by watering, chemicals, vegetation, or other means, prevent the occurrence of dust which will be objectionable to the residents of the area or violate existing laws or regulation or cause hazards to air traffic. The Contractor shall immediately implement duct control procedures when requested or as directed by the ENGINEER or OWNER. The contractor shall have at least on operable water distribution truck on site at all times.

PSP-12 TESTING – GENERAL

All testing required by the Contract specifications for acceptance of the work (except as noted in the individual specification sections and as explained below) will be initiated by the ENGINEER with the full cooperation of the Contractor. Testing will be scheduled after the Contractor confirms to the ENGINEER that an area is ready for testing. An independent testing laboratory will be used on the project, which laboratory technicians will be under the direction of the Resident Project Representative. There is no cost to the Contractor for testing under this heading (except as noted in the individual specifications section and as explained below).

The Contractor will be required, at his expense, to furnish proposed job mix formulas for the asphalt pavement, and structural concrete to the ENGINEER for his approval at least thirty (30) days prior to the proposed date for use. The Contractor may utilize another independent testing laboratory or the testing laboratory designated for this project, at his discretion, to develop the job mix formulas. If the testing laboratory designated for this project is not used for the development of the job mix formulas, the Contractor may be requested to submit the necessary materials to the designated laboratory for verification and ***will be*** required to furnish all required test data, graphs, etc., as required and specified in the item specifications. The cost for the materials and delivery of these items shall be included in the unit costs for the applicable items under this Contract.

The Contractor will also be required to furnish a nuclear density gauge for use on this project during paving. This gauge shall be operated by a trained laboratory technician to provide for continuous monitoring of paving operations and their conformance with the specifications. The cost of furnishing the nuclear density gauge and trained laboratory technician shall be borne by the Contractor. The nuclear gauge is to be used as an aid in construction operations; the OWNER will not use nuclear gauge test results to determine acceptance and/or rejection of the material.

NOTE: ***The Contractor will be required to pay for all retests of failing quality control tests taken throughout the project which are performed by the testing laboratory after the ENGINEER has been notified by the Contractor that the item is ready for testing.***

Testing to be done during construction is indicated for each bid item in the individual sections.

PSP-13 PROGRESS MEETING

A Progress Meeting will be held throughout the project. The purpose of this meeting will be scheduling and coordination of the work between Contractors, review of the project schedule, and discussion of project issues. The Contractor will be required to have a qualified representative at each of these meetings. The Owner or Engineer reserves the right to schedule additional meetings if deemed necessary.

PSP-14 SHOP DRAWINGS

The Contractor is responsible for the preparation of detailed shop drawings necessary for the fabrication, erection and construction of all parts of the work in conformity with the Contract Documents. ***Six (6) copies of shop drawings shall be submitted to the ENGINEER in accordance with the procedures herein described. The Contractor may elect to email shop drawings, via PDF format, which would require one copy attached to the email.***

"Shop Drawings," wherever referred to, shall be defined as drawings, diagrams, illustrations, schedules, catalog cuts, performance charts, brochures, and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated and/or installed.

Where it is difficult to provide shop drawing transparencies such as for "catalog cuts," "brochures" or "photographs," the Contractor shall submit a minimum of six (6) copies of such "cuts," "brochures" or "photographs." Additional copies shall be supplied when required by the ENGINEER.

All submissions of shop drawings, brochures and catalog cuts shall be accompanied by a transmittal letter listing the drawings submitted by number and title.

Each reproducible shop drawing shall contain title block with the following information provided:

A. Number and title of drawing, including contract number.

B. Date of drawing or revisions.

C. Name of Contractor or subcontractor submitting drawings.

D. Project number.

E. Specification section title and number.

F. Space above the title block for ENGINEER'S stamp.

G. Submission number (whether first, second, third, etc.).

Each shop drawing shall have listed on it all contract references, drawing number, plus shop drawing numbers on related work by other subcontractors, if available.

Non-reproducible shop drawings shall be submitted with a cover sheet containing all of the information required on reproducible shop drawings.

Shop drawings shall be complete in every detail, including a location plan relating the work to space identification and column numbers. Material, gauges, method of fastening, size and spacing of fastenings, connections with other work, cutting, fitting, drilling, and any and all other necessary information as per usual trade practice or as required for any specific purpose must be clearly shown.

The Contractor shall check and approve all shop drawings to make sure that they conform to the drawings, specifications, and other contract requirements, and correct the drawings found to be inaccurate or otherwise in error. The Engineer will not accept any submittal or shop drawing sent directly from a supplier or subcontractor. All submittals and shop drawings shall be transmitted to the Engineer from the Contractor after he has made a thorough review of each one and determined to be ready for review by the Engineer.

The Contractor shall verify all field dimensions and criteria and shall be responsible for the coordination of work by all subcontractors.

Shop drawings, at the time of submission, shall bear the signature of the Contractor's checker, date and stamp of approval for submission to the ENGINEER as evidence that such drawings and/or details have been reviewed, checked and approved by the Contractor. Drawings submitted without such stamp of approval will be returned to the Contractor unapproved and will require resubmission. In such event, it will be deemed that the Contractor has not complied with the requirements of this subsection and shall bear the risks of delays as if no drawings or details had been submitted. Both sepia and prints must bear Contractor's stamp.

The Contractor, by approving and submitting shop drawings, represents that he has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers, and similar data, and that he has reviewed and coordinated the information in the shop drawings with the requirements of the work and the contract documents.

At the time of submission, the Contractor shall inform the ENGINEER in writing of any deviation in the shop drawings or samples from the requirements of the contract documents.

The ENGINEER will review and approve shop drawings and samples with reasonable promptness so as to minimize delay, but only for conformance with the design concept of the contract and with the information given in the contract documents. The ENGINEER'S approval of a separate item shall not indicate approval of an assembly in which the item functions. The ENGINEER will return the shop drawings transparency/sepia to the Contractor for his use and distribution.

The ENGINEER'S approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the contract documents unless the Contractor has informed the ENGINEER in writing of such deviation at the time of submission and the ENGINEER has given written approval to the specific deviation, nor shall the ENGINEER'S approval relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.

No materials shall be ordered and no portion of the work requiring shop drawings or sample submission shall be commenced until the submission has been approved by the ENGINEER. All such materials and portions of work shall be in accordance with approved shop drawings and samples.

The Contractor shall, when requested by the ENGINEER in writing, submit additional shop drawings to those required by the technical specifications or special provisions.

Prior to final acceptance of the work, the Contractor shall deliver to the ENGINEER three (3) copies of all approved shop drawings incorporating all notations made on the approved submittal.

The Contractor shall deliver to the ENGINEER three (3) complete sets of all maintenance manuals, parts list, operating instructions and other necessary documents required for all installed materials, equipment, or machinery. Such documents shall be furnished concurrently with the installations of the respective materials, equipment, or machinery. All shop drawings submitted by the Contractor and approved by the ENGINEER become part of the contract documents.

PSP-15 ADDENDA

All Addenda will be available through Richa Graphics' plan room, and be on file in the Airport Manager's office at the Mid-Carolina Regional Airport. It shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the contract and all Bidders shall be bound by such Addenda whether or not received or acknowledged by the Bidder.

PSP-16 SUBSURFACE INVESTIGATION

A subsurface investigation has not been completed for this project. The Contractor shall make his own assumptions and complete his own subsurface investigations, if necessary, to satisfy himself as to the character, quality and quantities of work to be performed.

PSP-17 AWARDING OF CONTRACT

The OWNER shall award the contract or contracts conditioned upon funds being available for construction and other governmental approvals as may be required. The contract will be awarded to the lowest responsible, responsive Bidder of Bidders, as required by North Carolina General Statues. Consideration will be given only to proposals from Contractors who are properly licensed, bonded, experienced in the class of work proposed and who can refer to projects of similar magnitude and character that have been completed by them. The Owner reserves the right to reject any and all bids and to waive any and all technical defects in the execution and submission of any bid. The Owner also reserves the right to reject any and all proposals and to waive informalities and technicalities as it may deem to be in its best interest.

PSP-18 CONTRACT BONDS

Within ten days of notification of award of the contract, the Contractor shall secure and post a Performance Bond and Labor and Material Bond, each in the amount of 100% of the Total Contract Sum. All such bonds shall be issued by a surety acceptable to the Owner. The Owner shall be named as the beneficiary. Cash bonds will not be accepted.

PSP-19 NOTICE TO PROCEED

A Notice to Proceed will be issued to the Contractor upon receipt of the executed Contract, bonds, insurance certificates, receipt of approval by other governmental agencies (if required) and any other documentation required by the ENGINEER. Any delay in issuance of the Notice to Proceed due to the Contractor's failure to provide the required documentation and consequently not being allowed to begin work on the project will not be sufficient grounds for an extension of the Contract Period.

PSP-20 MATERIALS AND EQUIPMENT STORAGE

The Contractor shall be responsible for locating and providing storage areas for construction materials and equipment. The material and equipment storage shall comply with all local and state ordinances throughout the construction period. The Contractor shall restore the storage area to its original condition upon completion of the project. Such restoration shall be at no additional cost to the Owner.

The Contractor shall be responsible for the safeguarding of materials and equipment against fire, theft and vandalism and shall not hold the Owner responsible in any way for occurrences of same.

PSP-21 EXISTING UTILITIES

The Contractor is responsible for contacting all involved utility owners and advising them of the effect of this project on their respective utility. Construction plans and anticipated construction schedules shall be provided to the utility owners. Each utility owner will be requested to attend the preconstruction conference to discuss potential conflicts and their schedule for relocation where required. All adjustments or relocations will be made by the utility owner unless otherwise indicated in the Contract Documents.

Most major utilities with underground facilities in the State subscribe to North Carolina 811 service. For calls originating in North Carolina, the telephone number is 811. For calls originating outside of North Carolina, the number is (800) 632-4949. The Contractor shall include the cost of any coordination and cooperation of utilities in his bid. No additional compensation shall be allowed for delays or inconveniences sustained by the Contractors due to utility relocation or adjustments. No additional payment will be made for re-mobilization required by a utility's failure to relocate utility at the request of the Contractor.

All existing facilities will be carefully protected by the Contractor. Any facilities damaged by the Contractor will be repaired immediately and restored to original condition. The contractor shall be required to provide a private utility locating firm for all private utility locations. All runway lights, taxiway lights, signs, and concrete surfaces to remain exposed shall be protected from asphalt and paint spray by suitable means. These and any other above-ground facilities shall be cleaned, if asphalt or paint is deposited on them, to the satisfaction of the ENGINEER. It is understood and agreed that the OWNER does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities or

structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of his/her responsibility to protect such existing features from damage or unscheduled interruption of service.

Should the Contractor damage or interrupt the operations of a utility service or facility outside the project limits by accident or otherwise, he shall immediately notify the proper authority and the ENGINEER and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the ENGINEER continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility service or facility due to his/her operations whether or not due to negligence or accident. The Contract Owner reserves the right to deduct such costs form any monies due or which may become due to the Contractor.

Where changes to utility facilities are to be made solely for the convenience of the Contractor, it shall be the Contractor's responsibility to arrange for such changes, and the Contractor shall bear all costs of such changes.

PSP-22 EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE

The bidder is expected to carefully examine the site of the proposed work, the proposal, plan, specifications, and Contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of the proposed Contract. The Contractor shall bid this project in its entirety. The cost for all elements described within the plans and specifications shall be included in the contract bid proposal at the time of bid opening. The intent of the contract is to provide for construction and completion, in every detail, of the work described within these plans and specifications. The list of quantities does not list incidental items of work. The Contractor shall determine what line items incidentals are bid. Questions regarding incidentals or items of work not specifically called out in the list of quantities shall be addressed to the Engineer prior to submission of bid. The submission of a bid shall be prima facie evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, plans, and specifications. Site visits can be arranged by contacting the Mid-Carolina Regional Airport at (704) 216-7749.

PSP-23 EROSION AND SEDIMENTATION CONTROL MEASURES

The Contractor shall install and maintain all erosion and sedimentation control measures and devices necessary to comply with the Erosion and Sedimentation Control Plan and applicable local and state ordinances and laws. All erosion and sedimentation control measures and devices shall be installed prior to beginning clearing or grading operations. Such devices shall be maintained in proper working condition from installation throughout the duration of the project.

The Contractor shall indemnify and hold harmless the Owner for any penalties imposed against the Owner by any local or state agency for the Contractor's failure to install and properly maintain erosion and sedimentation control devices. The Contractor shall immediately correct any deficiencies in erosion and sedimentation measures identified by the Owner or local or state agency. If the Contractor fails to correct

the deficiencies within 24 hours after notification, the Owner will have such corrections performed and assess the cost of these corrections plus a 100% surcharge against the Contractor.

The costs for installing, maintaining for the duration of the project, and removing erosion and sedimentation devices shall be included in the respective items of work provided in the Contract.

PSP-24 HAZARDOUS, CONTAMINATED, AND/OR TOXIC MATERIAL

When the Contractor's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and/or toxic material, such operations shall be discontinued in the vicinity of the abnormal condition and the Owner shall be notified immediately. Upon notification by the Contractor, the Owner will investigate the work, and if hazardous, contaminated, and/or toxic materials are found, suspend the work in accordance with Section 80-07. The presence of barrels; old or abandoned underground storage tanks, and discolored earth, metal, wood, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or anything else that appears abnormal may be indicators of hazardous, contaminated, and/or toxic materials and shall be treated with extraordinary caution as they are evidence of abnormal conditions. The Contractor's operations shall not resume until so directed by the Engineer.

PSP-25 OSHA REQUIREMENTS

The Contractor shall comply with OSHA 1926, regulations applicable to the work.

PSP-26 ADJUSTMENT OF CONTRACT TIME

Contract time for this project may be adjusted only by change order, when requested by the Contractor in writing and approved by the ENGINEER and OWNER, for reasons outside of the Contractor's control, as follows:

1. Strikes, lockouts, or other labor actions which delay delivery of critical materials or performance of critical segments of work.

2. Natural disasters affecting the project site.

3. Excessive rainfall during an entire calendar month, defined as total monthly rainfall in excess of the normal rainfall for that calendar month as determined by NOAA and total number of days with more than 0.1" of rainfall in excess of the normal number of such days for that calendar month. Standard Baseline established for this Contract is as follows:

January – 5 days	July – 8 days
February – 5 days	August – 6 days
March – 6 days	September – 5 days
April – 5 days	October – 5 days
May – 8 days	November – 5 days
June – 7 days	December – 5 days

4. Extreme low temperatures, defined as the average daily temperatures falling below the normal average daily temperature for that date and below the minimum allowable temperature specified for a critical component of the work, for 15 days or more in a calendar month. Average daily temperature and normal average daily temperature values shall be as reported by the National Weather Services, the Southeast Regional Climate Center, or other reliable source provided by the Contractor and acceptable to the ENGINEER.

5. Suspension of the work as ordered by the ENGINEER or OWNER.

6. Delays in critical work by others.

7. Significant additions to the scope of work.

The Contractor shall bear the burden of proof that a delay has been caused by factors outside his control, shall clearly demonstrate how the delay impacts the critical path of the work as shown on his work schedule as last revised, and shall demonstrate that he has made reasonable and prudent efforts to overcome the impact of the delay on the critical path.

Refer also to Section 80 of the General Conditions

PSP-27 INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain insurance in the amounts and coverage listed in Appendix A of the contract documents. The Contractor shall at the time of execution of the contract, file with the Owner, the Certificate of Insurance showing proof of coverage as required by this contract. All Certificates supplied in accordance with this provision shall contain a cancellation clause that in the event of a material change or cancellation, thirty (30) days prior written notice shall be given to the Owner. **A statement shall appear on the Certificate of Insurance and shall read: "Rowan County is to be added as an additional insured as evidence by an endorsement attached to this certificate."**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner (or the ENGINEER) or any of its agents or employees, by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the compensation or benefits payable by or for the Contractor or any subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other employee benefits acts. The insurance required by this provision shall be acquired by the Contractor for not less than the limits specified in the specifications.

The Contractor is advised that if any part of the work under the Contract is sublet, he should require the subcontractor(s) to carry insurance as required above. However, this will in no way relieve the Contractor from providing full insurance coverage on all phases of the project, including any that are sublet.

When certain work is to be performed inside rights-of-way owned by railroads, North Carolina Department of Transportation or other agencies, both the Contractor and any subcontractor may be required to furnish individual insurance certificates made in favor by the controlling agency, with limits established by that agency.

PSP-28 MATERIAL AND EQUIPMENT

Material, Equipment, and Products Incorporated into the Work shall conform to applicable specifications and standards; shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer; and shall not be used for any purpose other than that for which it is designed or is specified.

Manufactured and Fabricated Products shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gages, to be interchangeable. Products shall be suitable for service conditions. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved by Engineer in writing.

Related Requirements in Other Parts of the Project Manual: Conditions of the Contract.

Standardization: Unless otherwise approved by the Engineer, items and equipment of a similar type and function shall be furnished by one manufacturer to standardize on replacement parts, service calls, operation and maintenance matters, and to avoid a division of responsibility among several manufacturers.

A single supplier shall be used on principal items of equipment and systems where one or more components are not manufactured by the principal supplier; this is required to place performance and service responsibilities for the entire unit or system with only one supplier or manufacturer.

Contractor shall submit a complete list of products to be incorporated into the work (with the name of the installing contractor) at the Preconstruction Conference required by these specifications.

For products specified only by reference standard, select any product meeting that standard.

For products specified by naming several products or manufacturers, select any one of the products or manufacturers named, which complies with the specifications.

Airport lighting equipment covered by FAA specifications require certification under the Airport Lighting Equipment Certification Program described in Advisory Circular 150/5345-53B, latest edition. Select equipment from the Certified Airport Lighting Equipment list appended to the Advisory Circular. An updated list is published biannually.

For product substitutions the Contractor shall submit, at the Preconstruction Conference, all requests for product substitutions. No requests for substitutions will be accepted from manufacturers or suppliers.

Submit a separate written request for each product, supported with complete data, with drawings and samples as appropriate, including:

1. Comparison of the qualities of the proposed substitution with that specified.

2. Changes required in other elements of the work because of the substitution.

3. Effect on the construction schedule.

4. Cost data comparing the proposed substitution with the product specified.

5. Any required license fees or royalties.

6. Availability of maintenance service, and source of replacement materials.

Engineer shall be the judge of the equality and acceptability of the proposed substitution. If Engineer determines the proposed substitute product is not "equal" to the specified product, the Contractor must provide the specified product, subject to Engineer's shop drawing review and approval.

No further requests for substitutions will be considered after Preconstruction Conference.

PSP-29 PRECONSTRUCTION CONFERENCE

A pre-construction conference will be scheduled as soon as practicable after the award of the Contract. The Contractor will be expected to attend the conference along with any anticipated major subcontractors and major material suppliers, a proposed progress schedule in a form satisfactory to the ENGINEER and a statement of the anticipated monthly progress payments showing the percent of progress each month. The Contractor shall also provide at least two (2) telephone numbers which may be used to contact the Contractor or his authorized representative in the event of an emergency after normal business hours. Upon receipt of the required documentation, a Notice to Proceed will be issued by the ENGINEER.

The Contractor is also required to have the prospective job superintendent attend the preconstruction conference.

PSP-30 CONTRACTOR REQUIRED INFORMATION

The Contractor is required to submit a resume for any and all superintendents to be over the project throughout the duration of the project. The resumes shall be submitted to the Engineer and Airport at the preconstruction meeting.

At any time a new superintendent is used for the project which a resume was not submitted, a resume shall be submitted to the Engineer and Airport prior to his/her work on the project.

A list of all employees and subcontractors to work on the project site shall be submitted to the Engineer and Airport. The list should include all subcontractors working directly or indirectly for the prime Contractor and the amount each subcontractor is being paid. This list shall be provided to the Engineer and Airport at the preconstruction conference. The Contractor shall maintain a list of all employees and subcontractors working on the project for the duration of the project.

At any time a new employee or subcontractor is used for the project, an updated list shall be submitted to the Engineer and Airport prior to that employee or subcontractors working starting on Airport property.

PSP-31 CONTRACTOR COMMUNICATION - CONSTRUCTION OBSERVATION OF WORK

The Contractor shall be responsible for the duration of the project to maintain communication with the Engineer and Resident Project Representative on construction work activities for this project. During single-day or multiple-day periods, when the Contractor determines work will not occur for any reason other than forecasted precipitation, he/she shall notify the Engineer and Resident Project Representative in writing a minimum of twenty-four (24) hours in advance of no work occurring. Failure on the part of the Contractor to provide such minimum advance notice will be grounds for assessment of additional liquidated damages by the Owner as follows.

An amount of $1,500.00 per calendar day shall be deducted from any money due the Contractor for each calendar day of advance notification failure described above, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both. The amount of these deductions is to liquidate damages incurred by the Owner for additional Construction Observation services caused by the Contractor, and such deductions are not to be considered as penalties. These deductions are in addition to any other liquidated damages that may be assessed by the Owner provided for elsewhere in the Contract.

PSP-32 QUANTITY TICKETS

Quantity tickets for items not measurable in place shall be submitted to the Resident Project Representative within seventy-two (72) hours after receipt of the material on the job. Each ticket shall indicate the date, contractor, job location and name, quantity of material, truck number, and signature of the contractor or his authorized representative. No tickets will be accepted after seventy-two (72) hours have elapsed between the time of delivery and submittal of tickets to the Resident Project Representative.

PSP-33 GUARANTEE

The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the date of acceptance by the Owner and shall replace any portions that fail because of faulty materials or workmanship at no additional cost to the Owner. A six (6) month and eleven (11) month inspection will be held during the warranty period. The Contractor shall immediately repair all defective items upon notification. Items repaired under the warranty provisions shall have an extended warranty period of twelve (12) months for repair of the item.

PSP-34 PROJECT CLOSEOUT DOCUMENTS

The Contractor shall provide the following documents with the final payment request, and any additional documents required by the FAA or NCDOT-DOA:

1. Notarized Consent of Surety to Final Payment (See Appendix “B”)

2. Contractor’s Affidavit of Payment of Debts and Claims (See Appendix “B”)

3. Contractor's Affidavit Of Release (Waiver) Of Liens (See Appendix “B”)

4. Sub-Contractor's Affidavit Of Release (Waiver) Of Liens

5. North Carolina and County Sales or Use Tax Statements and Certifications (See Appendix "C")

6. Contractor Warranty Statement

7. Project Record Drawings

8. Any remaining reports required by the NPDES General Stormwater Permit NCGO1000 (Construction Activities) between the last partial payment request and the final payment request.

No final payment will be authorized until these documents have been properly completed and submitted by the Contractor.

PSP-35 GROUND COVER REQUIREMENTS

All disturbed areas on this project shall be provided temporary or permanent stabilization with ground cover as soon as practicable but in any event within fourteen (14) calendar days from the last land-disturbing activity.

All perimeter swales, ditches, perimeter slopes and all slopes steeper than 3' horizontal to 1' vertical (3:1), shall be provided temporary or permanent stabilization as soon as practicable but in any event within seven (7) calendar days from the last land-disturbing activity.

PSP-36 NPDES GENERAL CONSTRUCTION PERMIT REQUIREMENTS

The Contractor will be provided a copy of the NPDES General Stormwater Permit NCGO1000 (Construction Activities) prior to starting construction activities on the project. The Contractor, including supervisor and personnel responsible for completing paperwork, shall attend a training session at the Airport. The Contractor shall be required to comply with all applicable requirements of the Permit, and maintain all required paperwork for review by the OWNER and the North Carolina Department of Natural Resources upon request, including but not limited to the form "STORMWATER INSPECTIONS FOR GENERAL PERMIT NCG010000 – LAND DISTURBING ACTIVITIES". The Contractor shall provide and maintain a rain gauge onsite for the duration of the project. These requirements shall remain in full force and effect until the North Carolina Department of Natural Resources releases the site and formally closes the sediment and erosion control permit in writing for this project.

PSP-37 WINTER WEATHER SHUTDOWN

In the event inclement winter weather causes the Contractor's progress to become unsatisfactory in the opinion of the Engineer and Owner, the Owner maintains the right to issue one or more temporary winter weather shut downs until weather conditions improve over a significant enough time period to allow satisfactory progress to be made by the Contractor.

If the Owner issues a temporary winter weather shut down, the Contractor shall re-open any temporarily closed airfield areas, shall provide any temporary measures to ensure safe movement and operation on the airfield by aircraft, and shall then cease any further work after being notified in writing of the shut down.

The contract time will be stopped by the Owner during the temporary winter weather shut down, and will not re-start until the temporary winter weather shut down is terminated by the Owner in writing and the Contractor resumes work.

The Contractor will not be paid separately for any de-mobilization, re-mobilization or idle equipment/personnel costs as a result of the temporary winter weather shut down. The Contractor shall also be responsible for all required maintenance of sediment and erosion control measures during the temporary winter weather shut down at no additional cost to the Owner. All such costs and other incidentals incurred by the Contractor during the temporary winter weather shut down shall be incidental to the Contract and shall be included in the Contractor's bid proposal.

END OF PROJECT SPECIAL PROVISIONS

SAFETY AND SECURITY REQUIREMENTS

SAFETY AND SECURITY REQUIREMENTS

SAFETY REQUIREMENTS

GENERAL

The Contractor shall familiarize themselves with AC 150/5370-2 (current edition) "Operational Safety on Airport During Construction. This AC sets forth guidelines for operation safety on airports during construction. This AC can be found at:
http://www.faa.gov/documentLibrary/media/Advisory_Circular/150-5370-2G.pdf.

CONSTRUCTION ACTIVITY AND AIRCRAFT MOVEMENTS:

During the time that the Contractor is performing the work under this contract, the existing terminal ramps, taxiways, and runways at the airport will remain in use by aircraft, except as provided herein. To the extent feasible and convenient, in the opinion of the Owner's Engineer and to the extent permitted by the Federal Aviation Administration, the use by aircraft of runways and taxiways adjacent to areas where the Contractor is working will be so scheduled as to reduce disturbance to the Contractor's operations. Aircraft operations, unless otherwise specified in the contract specifications, shall always have priority over any and all of the Contractor's operations, and the Contractor shall not allow his employees, subcontractors, material men, and suppliers, or any other persons over whom he has control to enter or remain upon or allow any plant or materials to be brought on or to remain upon any part of the airport which, in the opinion of the Engineer, would be a hazardous location. Should ramps, runways, or taxiways be required for use by aircraft, and should the Engineer deem the Contractor to be too close to the portion used by aircraft for safety, he may, at his sole discretion, order the Contractor to suspend his operations; remove his personnel, plant, equipment, and materials to a safe distance; and stand by until the runway and taxiways are no longer required for use by aircraft.

The Contractor shall not allow his/her employees, subcontractors, material suppliers, or any other persons under the Contractor's control to cross any active runway, by foot or in a vehicle, without permission of the Owner or Engineer. The Contractor will be subject to a fine of up to $10,000 for any unauthorized crossing of an active runway by any such person under the Contractor's control.

CONSTRUCTION ACTIVITY IN THE VICINITY OF NAVIGATIONAL AIDS

Construction activity in the vicinity of the FAA navigational aids (i.e., ILS, VOR) requires special consideration. Prospective bidders shall be alerted to this fact by the incorporating language requiring close coordination with the local Airway Facilities Sector as a condition of bid.

ADDITIONAL SAFETY REQUIREMENTS

The Contractor will adhere to the following requirements when working in close proximity to aircraft:

A. The Contractor shall brief each equipment and vehicle operator to thoroughly acquaint him with the absolute necessity of exercising discretion and proper judgment while in the vicinity to aircraft operations.

B. Assist the Engineer and the Owner in monitoring the conduct of each operator. All of the Contractor's employees and subcontractors shall be easily identifiable, and shall clothing as required by OSHA. All of the Contractor's employees and subcontractors shall wear shirts at all times.

C. Require all operators to maintain a safe and reasonable speed and to utilize equipment strictly in accordance with prevailing weather conditions.

D. At the direction of the Engineer, dismiss from the project any person operating unauthorized vehicles or equipment in an unauthorized area, or operating vehicles or equipment in a reckless and unreasonable manner.

E. Shall not allow trash or debris to accumulate in his work or operations area. Extreme caution will be taken to keep all trash and debris from taxiways, runways, and ramp areas.

F. Shall not allow his vehicles or equipment to be operated within 65.5 feet of the centerline of an active taxiway or within 250 feet of the centerline of an active runway, unless they are using a designated haul route or have the express consent of the Engineer.

G. Immediately cease and remove his operations from any operations or work area at any time he is instructed to do so by the Engineer, or by the Airport Manager. The Contractor will not allow his operations to return to the area until he has received permission to do so by the Engineer.

H. Shall provide, erect, and maintain all necessary barricades, signs, danger signals, and lights for the protection of the work and the safety of the public for both land and air traffic. Obstructions shall be illuminated as required by the Engineer.

MARKING OF REQUIRED CLEARANCES

The Contractor will establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during the process of construction under this contract. The system shall be easily distinguishable during both day and night time work. A detailed plan of materials and procedures the Contractor proposes to use will be submitted to the Engineer for approval prior to the start of any work under this contract. Any deviations from the plan must be requested and approved by the Engineer. The Engineer may request changes to the established plan whenever it is necessary for the protection of airport operations. The approved system of marking and delineation shall be installed, maintained, and protected at all times by the Contractor.

SECURITY REQUIREMENTS

CONSTRUCTION SECURITY REQUIREMENTS

A. The Contractor shall mark each of his vehicles and his/her subcontractor's vehicles and pieces of equipment with a company name or logo on the sides of the vehicles and equipment. (For the purpose of this specification, a vehicle shall be defined as any device, including cars, trucks, buses, or other conveyances, which is required to carry a state license tag. All other devices which are primarily used in construction activities will be classified as equipment).

B. **All** vehicles and equipment shall be marked as required by section "4. Vehicle Marking" of FAA Advisory Circular 150/5210-5 (current edition) while being operated in the Aircraft Operations Area (AOA).

C. **All** vehicles and equipment shall be lighted as required by section "5. Vehicle Lighting" of FAA Advisory Circular 150/5210-5 (current edition) while being operated in the Aircraft Operations Area (AOA).

GENERAL CONSTRUCTION REQUIREMENTS

PROTECTION OF CABLES, CONTROLS, NAVAIDS, AND WEATHER BUREAU FACILITIES

A. The Contractor is hereby informed that there are installed on the airport, FAA NAVAIDS, U.S. Weather Bureau facilities, and other electric power cables serving other facilities. Such NAVAIDS, Weather Bureau, and other facilities and electric cables must be fully protected during the entire construction time. Work under this contract can be accomplished in the vicinity of these facilities and cables only at approved periods of time, which approval is subject to withdrawal at any time because of changes in the weather, emergency conditions on the existing airfield areas, anticipation of emergency conditions, and for any other reason as determined by the Engineers acting under the orders and instructions of the Owner and/or the designated FAA representative. Any instructions to this Contractor to clear any given area, at any time, by the Engineer or, the Owner, shall be immediately executed. Construction work will be recommended in the cleared areas only when additional instructions are issued by the proper authorities.

B. Power and control cables leading to and from any FAA NAVAIDS, Weather Bureau, and other facilities will be marked in the field by the OWNER for the information of the Contractor, before any work in their general vicinity is started. Thereafter, through the entire time of this construction, the cables shall be protected from any possible damage, including crossing with unauthorized equipment, etc. All known facilities and buried cables, and the approximate location thereof in the construction area, are shown on the plans.

C. These special provisions intend to make perfectly clear the need for protection of FAA NAVAIDS, Weather Bureau, and other facilities and cables by this Contractor at all times.

D. The Contractor shall immediately repair, with identical material by skilled workmen, any underground cables serving FAA NAVAIDS, Weather Bureau, and other airport facilities which are damaged by his workmen, equipment, or work. Prior approval of the FAA must be obtained for the materials, workmen, time of day or night, and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any FAA NAVAIDS, Weather Bureau facilities, or other cables and controls serving such NAVAIDS and facilities damaged by the Contractor. Prior approval of the Engineer or of the representative designated by the Owner must be obtained for the materials, workmen, time of day or night, and method of repairs for any temporary or permanent repairs the Contractor proposes to make to any other airport facilities and cables damaged by this Contractor.

E. It is recognized that the Owner will incur costs for employees' salaries, engineering fees, and otherwise in connection with the damage, inspection, and repair of any such damage caused by the Contractor; and, consequently, the Owner may incur loss of income by reason of the diversion of aircraft traffic from the airport resulting from interruption of the use of airport facilities, and that such expenses and loss of income are not measurable now and may not be reasonably ascertainable at the time of any incident caused by this Contractor. The Owner and the Contractor hereby agree to the assessment of liquidated damages in lieu of such expenses or other damages incurred by the Owner. In addition to the obligation of this Contractor to immediately repair any cables or facilities damaged by the Contractor, as set forth above, for each incident where cables are located within five feet of the position defined on the ground and are cut or damaged and the facility served by cables which are cut or damaged is not able to perform its required function, resulting in the diversion of aircraft or the interruption of the normal flow of air traffic and aircraft operations on the airport, the sum of $2,000.00 shall be deducted from any money due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety, or from both if concurrence is received by the FAA. The amount of

these deductions is to cover liquidated damages to the Owner incurred by additional and other expenses and damages arising from the incident or incidents caused by the Contractor, and such deductions are not to be considered as penalties.

PROTECTION OF UTILITIES

A. The Contractor shall be responsible for the safety, protection, maintenance, and final restoration to all surface and subsurface utilities (together with all parts and appurtenances thereof). Utilities, as referred to in this section, shall be understood to mean public utilities and other privately-owned utilities.

B. The Contractor shall not proceed with his work until he has made diligent inquiry at the offices of the utility companies or other owners involved, of the nature and scope of the project, and of his operations that may affect their facilities. The Contractor shall notify the Engineer of his operations affecting utilities at the same time the utility companies are notified.

C. Before the Contractor begins any work or operations in the vicinity or subsurface structures, he shall carefully locate such structures and conduct his operations so as to avoid any damage to them.

D. The Contractor shall permit the owners of utilities, and personnel engaged by them, access to the site of the work at all times in order to protect or relocate their facilities, and he shall cooperate with them in performing this work.

E. The Contractor shall maintain, at no expense to the Owner, all access roads in a condition suitable for use by the Owner's normal equipment.

F. The Contractor shall be responsible for the continuity of service of all overhead, surface, and subsurface utilities affected by his operations, and shall maintain them in a safe and satisfactory operating condition. The Engineer shall be notified at the time of all contracts with any utility company or other owner to ensure proper coordination between Contractor, Engineer, and utility company.

G. The Contractor shall carry out his work carefully and skillfully, and shall support and secure utility structures so as to avoid damage to them. He shall not move any utility structures without the owner's written consent, and at the completion of the work, their condition shall be as safe and permanent as before.

H. The Contractor shall, at his own expense, make good any direct or indirect damage that may be done in the course of construction to any utility structure or property through or by reason of the prosecution of the work. The liability of the Contractor under this covenant is absolute and is not dependent upon any questions of negligence on his part, or on the part of his agent, servants, employees, subcontractors, or suppliers, and the neglect of the Owner or the Engineer to direct the Contractor to take any particular precaution or to refrain from doing any particular thing shall not excuse the Contractor of any such damage in any case.

I. When utility structures, facilities, or equipment are damaged by the Contractor, he shall notify their owners, who may cause the damage to be repaired at the Contractor's expense. If the cost thereof is not paid by the Contractor within 30 days after repairs have been completed, the Owner may retain an amount sufficient to cover the cost from any monies due or that may become due the Contractor under the contract.

J. It is understood and agreed that the Contractor has considered in his bid all of the permanent and

temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

K. It is anticipated that the following utilities, as indicated on the plans, may be encountered by the Contractor while performing his operations under this contract, and which will remain in active service as indicated on the plans. (The Owner does not guarantee the accuracy of this list nor shall it be responsible for any additions thereto or deletions therefrom due to abandonment).

1. Water lines as generally shown on the drawings.

2. Telephone ductbank, manholes and cable.

3. Storm and Sanitary Sewer lines.

4. Gas and fuel transmission lines as generally shown on the drawings.

5. Electrical services as generally shown on the drawings.

6. All airfield electrical cables, light fixtures, and appurtenances as generally shown on the plans.

END OF SAFE

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TECHNICAL SPECIFICATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Sodding.

B. Related Sections:

1. Division 31 Section “Site Clearing” for topsoil stripping and stockpiling.
2. Division 31 Section “Earth Moving” for excavation, filling and backfilling, and rough grading.
3. Division 32 Section "Plants" for border edgings.

1.3 DEFINITIONS

A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

B. Finish Grade: Elevation of finished surface of planting soil.

C. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

D. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

E. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

F. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

G. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.

H. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

I. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.

1.5 INFORMATION SUBMITTALS

A. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.

1. Certification of each seed mixture for turfgrass sod. Include identification of source and name and telephone number of supplier.

B. Qualification Data: For qualified landscape Installer.

C. Product Certificates: For soil amendments and fertilizers from manufacturer.

D. Material Test Reports: For standardized ASTM D 5268 topsoil, existing native surface topsoil, existing in-place surface soil, and imported or manufactured topsoil.

E. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of turf and meadows during a calendar year. Submit before expiration of required initial maintenance periods.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
2. Experience: Three years' experience in turf installation in addition to requirements in Division 01 Section "Quality Requirements."
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's field supervisor shall have certification in all of the following categories from the Professional Landcare Network:
    a. Certified Landscape Technician - Exterior, with installation and maintenance specialty area(s), designated CLT-Exterior.
    b. Certified Turfgrass Professional, designated CTP.
5. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.

6. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent laboratory or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling, with depth, location, and number of samples to be taken per instructions from Landscape Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for turf growth.
    a. Based on the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
    b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

1.7 DELIVERY, STORAGE, AND HANDELING

A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.

B. Sod: Harvest, deliver, store, and handle sod according to requirements in "Specifications for Turfgrass Sod Materials" and "Specifications for Turfgrass Sod Transplanting and Installation" in TPI's "Guideline Specifications to Turfgrass Sodding." Deliver sod in time for planting within 24 hours of harvesting. Protect sod from breakage and drying.

C. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

1.8 PROJECT CONDITIONS

A. Planting Restrictions: Plant during one of the following periods unless otherwise approved by Landscape Architect and Owner. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.

1. Spring Planting: March 1 through June 1
2. Fall Planting: September 15 through December 15

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.9 MAINTENANCE

A. Initial Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable turf is established but for not less than the following periods:

1. Sodded Turf: 90 days from date of planting completion of end of first full growing season, whichever is later.
   a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 2 - PRODUCTS

2.1 TURFGRASS

A. Turfgrass Sod: Certified, complying with "Specifications for Turfgrass Sod Materials" in TPI's "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

B. Turfgrass Species: Sod of grass species as provided for on plans, with not less than 90 percent germination, not less than 85 percent pure seed, and not more than 0.5 percent weed seed:

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
2. Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through No. 60 (0.25-mm) sieve.
3. Provide lime in form of ground dolomitic limestone

B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, and with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.

F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.

G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch (19-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. 2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste

B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture, with a pH range of 3.4 to 4.8.

C. Muck Peat: Partially decomposed moss peat, native peat, or reed-sedge peat, finely divided or of granular texture, with a pH range of 6 to 7.5, and having a water-absorbing capacity of 1100 to 2000 percent.

D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. (2.4 kg/cu. m) of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. (4 kg/cu. m) of loose sawdust or ground bark.

E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.4 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PLANTING SOILS

A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 0.5" inch (13 mm) or larger in any dimension and other extraneous materials harmful to plant growth. Mix ASTM D 5268 topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Topsoil by Volume: 1:3
2. Weight of Commercial Fertilizer per 1000 Sq. Ft. (92.9 Sq. m): 20 lbs. Retain first paragraph below if existing, on-site topsoil will be reused.

2.6 PESTICIDES

A. General: Pesticide, registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
2. Protect grade stakes set by others until directed to remove them.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 TURF AREA PREPARATION

A. Limit turf subgrade preparation to areas to be planted.

B. Newly Graded Subgrades: Loosen subgrade to a minimum depth of 8 inches (150 mm). Remove stones larger than 1 inch (25 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply commercial fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil off-site before spreading.
    a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    b. Mix lime with dry soil before mixing fertilizer.
3. Spread planting soil to a depth of 4 inches (100 mm) but not less than required to meet finish grades after light rolling and natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    a. Spread approximately 1/2 the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil.
    b. Reduce elevation of planting soil to allow for soil thickness of sod.

C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch (13 mm) of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.

D. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

E. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 SODDING

A. Lay sod within 24 hours of harvesting. Do not lay sod if dormant or if ground is frozen or muddy.

B. Lay sod to form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass.

1. Lay sod across angle of slopes exceeding 1:3.
2. Anchor sod on slopes exceeding 1:6 with wood pegs or steel staples spaced as recommended by sod manufacturer but not less than 2 anchors per sod strip to prevent slippage.

C. Saturate sod with fine water spray within two hours of planting. During first week after planting, water daily or more frequently as necessary to maintain moist soil to a minimum depth of 1-1/2 inches (38 mm) below sod.

3.5 TURF MAINTENANCE

A. Maintain and establish turf by watering, fertilizing, weeding, mowing, trimming, replanting, and performing other operations as required to establish healthy, viable turf. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth turf. Provide materials and installation the same as those used in the original installation.

1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and turf damaged or lost in areas of subsidence.
2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.
3. Apply treatments as required to keep turf and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

B. Watering: Install and maintain temporary piping, hoses, and turf-watering equipment to convey water from sources and to keep turf uniformly moist to a depth of 4 inches (100 mm).

1. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.
2. Water turf with fine spray at a minimum rate of 1 inch (25 mm) per week unless rainfall precipitation is adequate.

C. Mow turf as soon as top growth is tall enough to cut. Repeat mowing to maintain specified height without cutting more than 1/3 of grass height. Remove no more than 1/3 of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain the following grass height:

1. Mow turf-type tall fescue to a height of 2 to 3 inches (50 to 75 mm).
2. Mow turf-type Bermuda to a height of 1 to 2 inches (25 to 50 mm).

D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.

1. Use fertilizer that will provide actual nitrogen of at least 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) to turf area.

3.6 SATISFACTORY TURF

A. Turf installations shall meet the following criteria as determined by Landscape Architect:

1. Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, even-colored, viable turf has been established, free of weeds, open joints, bare areas, and surface irregularities for an areas of not less than 90% of the total turf areas. Bare spots shall not exceed 6”x6”.

B. Use specified materials to reestablish turf that does not comply with requirements and continue maintenance until turf is satisfactory.

3.7 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.8 CLEANUP AND PROTECTION

A. Promptly remove soil and debris created by turf work from paved areas. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.

C. Remove nondegradable erosion-control measures after grass establishment period.

END OF SECTION

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ISSUED	**DATE**
ISSUED FOR CONSTRUCITON	9/16/2022

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Plants
2. Planting Soils
3. Tree Stabilization
4. Landscape Edgings
5. Tree Grates

B. Related Sections:

1. Division 01 Section "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
2. Division 31 Section "Site Clearing" for protection of existing trees and plantings, topsoil stripping and stockpiling, and site clearing.
3. Division 31 Section "Earth Moving" for excavation, filling, and rough grading and for subsurface aggregate drainage and drainage backfill materials.
4. Division 32 Section "Turf and Grasses" for turf (lawn) planting.
5. Division 33 Section "Subdrainage" for below-grade drainage of landscaped areas, paved areas, and wall perimeters.

1.3 ALLOWANCES

A. Allowances for plants are specified in Division 01 Section “Allowances”

1. Perform planting work under quantity allowances and only as authorized. Authorized work includes work required by Drawings and the Specifications and work authorized in writing by Landscape Architect.
2. Notify Landscape Architect weekly of extent of work performed that is attributable to quantity allowances.
3. Perform work that exceeds quantity allowances only as authorized by Change Orders.

B. Furnish trees as part of tree allowance.

C. Furnish shrubs, groundcovers, grasses, vines, bulbs, and annuals as part of plant allowance.

1.4 UNIT PRICES

A. Work of this Section is affected by unit prices specified in Division 01 Section "Unit Prices."

1. Unit prices apply to authorized work covered by quantity allowances.

2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.5 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.

D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than minimum root spread according to ANSI Z60.1 for type and size of plant required.

E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

F. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.

G. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

H. Finish Grade: Elevation of finished surface of planting soil.

I. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.

J. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.

K. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

L. Planting Area: Areas to be planted.

M. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

N. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

O. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

P. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

Q. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

R. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.

S. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product indicated, including soils.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
2. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.
3. Plant Photographs: Include color photographs in digital format of each required species and size of plant material as it will be furnished to the Project. Take photographs from an angle depicting true size and condition of the typical plant to be furnished. Include a scale rod or other measuring device in each photograph. For species where more than 20 plants are required, include a minimum of three photographs showing the average plant, the best quality plant, and the worst quality plant to be furnished. Identify each photograph with the full scientific name of the plant, plant size, and name of the growing nursery.

B. Samples for Verification: For each of the following:

1. Trees and Shrubs: Three samples of each variety and size delivered to the site for review. Maintain approved samples on-site as a standard for comparison.
2. Organic Mulch: 1-quart (1-liter) volume of each organic mulch required; in sealed plastic bags labeled with composition of materials by percentage of weight and source of mulch. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of color, texture, and organic makeup.
3. Planting Soil: 1-quart (1-liter) volume of planting soil; in sealed plastic bags labeled with composition of materials by percentage of weight and source of soil. Each sample shall be typical of the lot of material to be furnished.

4. Intensive Green Roof Planting Media: 1-quart (1-liter) volume of planting media; in sealed plastic bags labeled with composition of materials by percentage of weight and source of soil. Each sample shall be typical of the lot of material to be furnished.
5. Edging Materials and Accessories: Manufacturer's standard size, to verify color selected.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.
2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Material Test Reports: For existing native surface topsoil, existing in-place surface soil, and imported or manufactured topsoil.

D. Maintenance Instructions: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before start of required maintenance periods.

E. Warranty: Sample of special warranty.

1.8 QUALITY ASSURANCE

A. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful establishment of plants.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
2. Experience: Five years' experience in landscape installation in addition to requirements in Division 01 Section "Quality Requirements."
3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
4. Personnel Certifications: Installer's field supervisor shall have certification in all of the following categories from the Professional Landcare Network:

    a. Certified Landscape Technician - Exterior, with installation specialty area(s), designated CLT-Exterior.
    b. Certified Ornamental Landscape Professional, designated COLP.

5. Pesticide Applicator: State licensed, commercial.

B. Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.

C. Soil Analysis: For each unamended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; deleterious material; pH; and mineral and plant-nutrient content of the soil.

1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
2. The soil-testing laboratory shall oversee soil sampling; with depth, location, and number of samples to be taken per instructions from Architect. A minimum of three representative samples shall be taken from varied locations for each soil to be used or amended for planting purposes.
3. Report suitability of tested soil for plant growth.

    a. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. (92.9 sq. m) or volume per cu. yd. (0.76 cu. m) for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants.
    b. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.

D. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.

1. Selection of plants purchased under allowances will be made by Architect, who will tag plants at their place of growth before they are prepared for transplanting.

E. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.

1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches (150 mm) above the root flare for trees up to 4-inch (100-mm) caliper size, and 12 inches (300 mm) above the root flare for larger sizes.
2. Other Plants: Measure with stems, petioles, and foliage in their normal position.

F. Plant Material Observation: Architect may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Architect retains right to observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.

1. Notify Architect of sources of planting materials fourteen days in advance of delivery to site.

G. Preinstallation Conference: Conduct conference at Project site.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk fertilizers, lime, and soil amendments with appropriate certificates.

C. Deliver bare-root stock plants freshly dug. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.

D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F (16 to 18 deg C) until planting.

G. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in dry condition in water for two hours. Reject dried-out plants.
2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
3. Do not remove container-grown stock from containers before time of planting.
4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.

1.10 PROJECT CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Interruption of Existing Services or Utilities: Do not interrupt services or utilities to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary services or utilities according to requirements indicated:

1. Notify Architect, Construction Manager, and Owner no fewer than two days in advance of proposed interruption of each service or utility.
2. Do not proceed with interruption of services or utilities without Architect's, Construction Manager's, and Owner's written permission.

C. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.

1. Spring Planting: March 1 through June 1.
2. Fall Planting: October 1 through December 15.

D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

E. Coordination with Turf Areas (Lawns): Plant trees, shrubs, and other plants after finish grades are established and before planting turf areas unless otherwise indicated.

1. When planting trees, shrubs, and other plants after planting turf areas, protect turf areas, and promptly repair damage caused by planting operations.

1.11 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. Failures include, but are not limited to, the following:

   a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control.
   b. Structural failures including plantings falling or blowing over.
   c. Faulty performance of tree stabilization and edgings.
   d. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

2. Warranty Periods from Date of Planting Completion:

   a. Trees, Shrubs, Vines, and Ornamental Grasses: 12 months.
   b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
   c. Annuals: Three months.

3. Include the following remedial actions as a minimum:

   a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
   b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
   c. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
   d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

1.12 MAINTENANCE SERVICE

A. Initial Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: 12 months from date of planting completion.

B. Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.

1. Maintenance Period: Six months from date of planting completion.

C. Continuing Maintenance Proposal: From Installer to Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.

1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch (19 mm) in diameter; or with stem girdling roots will be rejected.
2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.

B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Architect, with a proportionate increase in size of roots or balls.

C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which shall begin at root flare according to ANSI Z60.1. Root flare shall be visible before planting.

D. Labeling: Label at least one plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.

E. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

F. Annuals: Provide healthy, disease-free plants of species and variety shown or listed, with well-established root systems reaching to sides of the container to maintain a firm ball, but not with excessive root growth encircling the container. Provide only plants that are acclimated to outdoor conditions before delivery.

2.2 INORGANIC SOIL AMENDMENTS

A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:

1. Class: T, with a minimum of 99 percent passing through No. 8 (2.36-mm) sieve and a minimum of 75 percent passing through No. 60 (0.25-mm) sieve.
2. Class: O, with a minimum of 95 percent passing through No. 8 (2.36-mm) sieve and a minimum of 55 percent passing through No. 60 (0.25-mm) sieve.
3. Provide lime in form of ground dolomitic limestone.

B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 (3.35-mm) sieve and a maximum of 10 percent passing through No. 40 (0.425-mm) sieve.

C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.

D. Aluminum Sulfate: Commercial grade, unadulterated.

E. Perlite: Horticultural perlite, soil amendment grade.

F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 (0.30-mm) sieve.

G. Sand: Clean, washed, natural or manufactured, and free of toxic materials

H. Diatomaceous Earth: Calcined, 90 percent silica, with approximately 140 percent water absorption capacity by weight.

I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.

2.3 ORGANIC SOIL AMENDMENTS

A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch (19-mm) sieve; soluble salt content of 5 to 10 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

B. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or granular texture, with a pH range of 3.4 to 4.8.

C. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. (2.4 kg/cu. m) of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. (4 kg/cu. m) of loose sawdust or ground bark.

D. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.

2.4 FERTILIZERS

A. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:

1. Composition: 1 lb/1000 sq. ft. (0.45 kg/92.9 sq. m) of actual nitrogen, 4 percent phosphorous, and 2 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:

1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.5 PLANTING SOILS

A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 6 percent organic material content; free of stones 1 inch (25 mm) or larger in any dimension and other extraneous materials harmful to plant growth. Mix ASTM D 5268 topsoil with the following soil amendments and fertilizers in the following quantities to produce planting soil:

1. Ratio of Loose Compost to Topsoil by Volume: 1:3.
2. Weight of Commercial Fertilizer per 1000 Sq. Ft. (92.9 Sq. m): 20 lbs.

2.6 MULCHES

A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

1. Type: Shredded hardwood.
2. Size Range: 3 inches (76 mm) maximum, 1/2 inch (13 mm) minimum.

3. Color: Natural.

B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch (25-mm) sieve; soluble salt content of 2 to 5 decisiemens/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.
2. Feedstock: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste.

2.7 PESTICIDES

A. General: Pesticide registered and approved by EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.

B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.8 TREE STABILIZATION MATERIALS

A. Stakes and Guys:
1. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
2. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch (2.7 mm) in diameter.
3. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
4. Guy Cables: Five-strand, 3/16-inch- (4.8-mm-) diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches (75 mm) long, with two 3/8-inch (10-mm) galvanized eyebolts.
5. Flags: Standard surveyor's plastic flagging tape, white, 6 inches (150 mm) long.
6. Proprietary Staking-and-Guying Devices: Proprietary stake and adjustable tie systems to secure each new planting by plant stem; sized as indicated and per manufacturer's written recommendations.
    a. Products: Subject to compliance with requirements, provide one of the following:
        1) Arborbrace; ArborBrace Tree Guying System.
        2) Decorations for Generations, Inc.; Reddy Stake System.
        3) Foresight Products, LLC; Duckbill Tree Guy

B. Root-Ball Stabilization Materials:
1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal (38-by-38-mm actual) by length indicated; stakes pointed at one end.
2. Wood Screws: ASME B18.6.1.

3. Proprietary Root-Ball Stabilization Devices: Proprietary at- or below-grade stabilization systems to secure each new planting by root ball; sized per manufacturer's written recommendations unless otherwise indicated.

    a. Products: Subject to compliance with requirements, provide one of the following:
        1) Border Concepts, Inc.; Tomahawk Tree Stabilizers.
        2) Foresight Products, LLC; Duckbill Rootball Fixing System.
        3) Tree Staple, Inc.; Tree Staples.

2.9 LANDSCAPE EDGINGS

A. Steel Edging: Standard commercial-steel edging, rolled edge, fabricated in sections of standard lengths, with loops stamped from or welded to face of sections to receive stakes.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

    a. Border Concepts, Inc.
    b. Collier Metal Specialties, Inc.
    c. Russell, J. D. Company (The).
    d. Sure-Loc Edging Corporation.
2. Edging Size: 1/8 inch (3.2 mm) wide by 4 inches (100 mm) deep.
3. Stakes: Tapered steel, a minimum of 12 inches (300 mm) long.
4. Accessories: Standard tapered ends, corners, and splicers.
5. Finish: Standard paint.
6. Paint Color: Brown.

2.10 MISCELLANEOUS PRODUCTS

A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

B. Burlap: Non-synthetic, biodegradable.

C. Planter Drainage Gravel: Washed, sound, crushed stone or gravel complying with ASTM D 448 for Size No. 8.

D. Planter Filter Fabric: Woven geotextile manufactured for separation applications and made of polypropylene, polyolefin, or polyester fibers or combination of them.

E. Mycorrhizal Fungi: Dry, granular inoculant containing at least 5300 spores per lb (0.45 kg) of vesicular-arbuscular mycorrhizal fungi and 95 million spores per lb (0.45 kg) of ectomycorrhizal fungi, 33 percent hydrogel, and a maximum of 5.5 percent inert material.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.

1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Landscape Architect and replace with new planting soil.

3.2 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.

B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Landscape Architect's acceptance of layout before excavating or planting. Make minor adjustments as required.

D. Lay out plants at locations directed by Landscape Architect. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

E. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

F. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.3 PLANTING AREA ESTABLISHMENT

A. Loosen subgrade of planting areas to a minimum depth of 12 inches (300 mm). Remove stones larger than 1-1/2 inches (38 mm) in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

1. Apply commercial fertilizer directly to subgrade before loosening.
2. Thoroughly blend planting soil off-site before spreading.
    a. Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
    b. Mix lime with dry soil before mixing fertilizer.

3. Spread planting soil to a depth of 8 inches (150 mm) but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
    a. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches (100 mm) of subgrade. Spread remainder of planting soil.

B. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

C. Before planting, obtain Landscape Architect's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

D. Application of Mycorrhizal Fungi: At time directed by Landscape Architect, broadcast dry product uniformly over prepared soil at application rate indicated by manufacturer's recommendations.

3.4 EXCAVATION FOR TREES AND SHRUBS

A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.

1. Excavate approximately three times as wide as ball diameter for balled and burlapped and container-grown stock.
2. Excavate at least 12 inches (300 mm) wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
3. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
4. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
5. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
6. Maintain supervision of excavations during working hours.
7. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
8. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.

B. Subsoil and topsoil removed from excavations may be used when mixed at a ratio of 1:1 with planting soil.

C. Obstructions: Notify Landscape Architect if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.

1. Hardpan Layer: Drill 6-inch- (150-mm-) diameter holes, 24 inches (600 mm) apart, into free-draining strata or to a depth of 10 feet (3 m), whichever is less, and backfill with free-draining material.

D. Drainage: Notify Landscape Architect if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE, SHRUB, AND VINE PLANTING

A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.

B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.

C. Set balled and burlapped stock plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.

1. Use planting soil for backfill.
2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.
5. Continue backfilling process. Water again after placing and tamping final layer of soil.

D. Set container-grown stock plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.

1. Use planting soil for backfill.
2. Carefully remove root ball from container without damaging root ball or plant.
3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.
5. Continue backfilling process. Water again after placing and tamping final layer of soil.

E. Set fabric bag-grown stock plumb and in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grades.

1. Use planting soil for backfill.
2. Carefully remove root ball from fabric bag without damaging root ball or plant. Do not use planting stock if root ball is cracked or broken before or during planting operation.

3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
4. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside the root ball about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole.
5. Continue backfilling process. Water again after placing and tamping final layer of soil.

F. Set and support bare-root stock in center of planting pit or trench with root flare 1 inch (25 mm) above adjacent finish grade.

1. Use planting soil for backfill.
2. Spread roots without tangling or turning toward surface, and carefully work backfill around roots by hand. Puddle with water until backfill layers are completely saturated. Plumb before backfilling, and maintain plumb while working backfill around roots and placing layers above roots.
3. Place planting tablets in each planting pit when pit is approximately one-half filled; in amounts recommended in soil reports from soil-testing laboratory. Place tablets beside soil-covered roots about 1 inch (25 mm) from root tips; do not place tablets in bottom of the hole or touching the roots.
4. Continue backfilling process. Water again after placing and tamping final layer of soil.

G. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 TREE, SHRUB, AND VINE PRUNING

A. Remove only dead, dying, or broken branches. Do not prune for shape.

B. Prune, thin, and shape trees, shrubs, and vines as directed by Landscape Architect.

C. Prune, thin, and shape trees, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Landscape Architect, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.

D. Do not apply pruning paint to wounds.

3.7 TREE STABILIZATION

A. Install trunk stabilization as follows unless otherwise indicated:
1. Upright Staking and Tying: Stake trees of 2- through 5-inch (50- through 125-mm) caliper. Stake trees of less than 2-inch (50-mm) caliper only as required to prevent wind tip out. Use a minimum of two stakes of length required to penetrate at least 18 inches (450 mm) below bottom of backfilled excavation and to extend at least 72 inches (1830 mm) above grade. Set vertical stakes and space to avoid penetrating root balls or root masses.

2. Use two stakes for trees up to 12 feet (3.6 m) high and 2-1/2 inches (63 mm) or less in caliper; three stakes for trees less than 14 feet (4.2 m) high and up to 4 inches (100 mm) in caliper. Space stakes equally around trees.
3. Support trees with bands of flexible ties at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.
4. Support trees with two strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk. Allow enough slack to avoid rigid restraint of tree.

B. Staking and Guying: Stake and guy trees more than 14 feet (4.2 m) in height and more than 3 inches (75 mm) in caliper unless otherwise indicated. Securely attach no fewer than three guys to stakes 30 inches (760 mm) long, driven to grade.

1. Site-Fabricated Staking-and-Guying Method:
    a. For trees more than 6 inches (150 mm) in caliper, anchor guys to wood deadmen buried at least 36 inches (900 mm) below grade. Provide turnbuckle for each guy wire and tighten securely.
    b. Support trees with bands of flexible ties at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
    c. Support trees with strands of cable or multiple strands of tie wire, connected to the brass grommets of tree-tie webbing at contact points with tree trunk and reaching to turnbuckle. Allow enough slack to avoid rigid restraint of tree.
    d. Attach flags to each guy wire, 30 inches (760 mm) above finish grade.
    e. Paint turnbuckles with luminescent white paint.
2. Proprietary Staking and Guying Device: Install staking and guying system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

C. Root-Ball Stabilization: Install at- or below-grade stabilization system to secure each new planting by the root ball unless otherwise indicated.

1. Wood Hold-Down Method: Place vertical stakes against side of root ball and drive them into subsoil; place horizontal wood hold-down stake across top of root ball and screw at each end to one of the vertical stakes.
    a. Install stakes of length required to penetrate at least 18 inches (450 mm) below bottom of backfilled excavation. Saw stakes off at horizontal stake.
    b. Install screws through horizontal hold-down and penetrating at least 1 inch (25 mm) into stakes. Predrill holes if necessary to prevent splitting wood.
    c. Install second set of stakes on other side of root trunk for larger trees as indicated.
2. Proprietary Root-Ball Stabilization Device: Install root-ball stabilization system sized and positioned as recommended by manufacturer unless otherwise indicated and according to manufacturer's written instructions.

3.8 PLANTING IN PLANTERS

A. Place a layer of drainage gravel extending at least 12 inches (100 mm) out from planter drain and extending to top of drain structure. Wrap gravel with filter fabric and secure ensuring 6 inch overlap at all seams.

B. Fill planter with Intensive Green Roof Media. Place soil in lightly compacted layers to an elevation of 1 inch below top of planter. Preset the media by thoroughly watering the entire planting area. Fill settled areas low areas with the media and repeat the compaction and filling process until settlement ceases

3.9 GROUND COVER AND PLANT PLANTING

A. Set out and space ground cover and plants other than trees, shrubs, and vines as indicated in even rows with triangular spacing.

B. Use planting soil for backfill.

C. Dig holes large enough to allow spreading of roots.

D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.

E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.

F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.

G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.10 PLANTING AREA MULCHING

A. Mulch backfilled surfaces of planting areas and other areas indicated.

1. Trees and Tree-like Shrubs in Turf Areas: Apply organic mulch ring of 3-inch (75-mm) average thickness, with 36-inch (900-mm) radius around trunks or stems. Do not place mulch within 3 inches (75 mm) of trunks or stems.
2. Organic Mulch in Planting Areas: Apply 3-inch (75-mm) average thickness of organic mulch extending 12 inches (300 mm) beyond edge of individual planting pit or trench and over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches (75 mm) of trunks or stems.

3.11 EDGING INSTALLATION

A. Steel Edging: Install steel edging where indicated according to manufacturer's written instructions. Anchor with steel stakes spaced approximately 30 inches (760 mm) apart, driven below top elevation of edging.

3.12 PLANT MAINTENANCE

A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat as required to keep trees and shrubs free of insects and disease.

B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.

C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated past management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.13 PESTICIDE APPLICATION

A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.

B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.

C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.14 CLEANUP AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.

B. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

3.15 DISPOSAL

A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

END OF SECTION

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ISSUED	**DATE**
ISSUED FOR CONSTRUCTION	09/16/2022

APPENDICES

APPENDIX A
STANDARD FORM CONSTRUCTION CONTRACT

NORTH CAROLINA
ROWAN COUNTY

CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 2021, by and between Rowan County, North Carolina (hereinafter referred to as "COUNTY"), party of the first part; and _____. (hereinafter referred to as "CONTRACTOR"), party of the second part;

WITNESSETH:

For the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the services of the CONTRACTOR, and the CONTRACTOR hereby agrees to provide the services to the COUNTY in accordance with the terms of this Contract, time being of the essence.

SERVICES TO BE PROVIDED

The CONTRACTOR shall furnish and deliver all the materials and perform all the work in the manner and form as provided in the following enumerated Plans, Specifications and Contract Documents which are attached hereto and made a part hereof as if fully contained herein:

LANDSCAPING IMPROVEMENTS
MID-CAROLINA REGIONAL AIRPORT

Specifications and Contract Documents:

- **a.** Project Plans prepared by Talbert, Bright & Ellington, Inc. dated September 2022
- **b.** Instructions to Bidders
- **c.** General Conditions, including any Supplementary General Conditions
- **d.** Project Special Provisions
- **e.** Technical Provisions (Construction Details)
- **f.** Proposal Accepted as modified in the amount of **$** _____
- **g.** Performance and Payment Bond
- **h.** Addendum Nos. 1 through x
- **i.** Contract
- **j.** Contract Modifications

Hereinbefore and hereinafter, the above-listed plans, specifications, and contract documents shall be collectively referred to as "Contract."

SUBCONTRACTING AND ASSIGNMENT

CONTRACTOR shall not sub-contract all or any part of the services provided for in this Contract without prior written approval of the COUNTY. Additionally, CONTRACTOR

shall not assign all or any portion of this Contract, including rights to payments, to any other party without the prior written consent of the COUNTY.

TERM OF CONTRACT

The term of this contract shall be as outlined in the Project Plans and Specifications.

The CONTRACTOR shall commence the work to be performed under the Contract not later than the date set by the COUNTY in written notice to proceed, said date to be not less than ten (10) days after issuance of notice.

PAYMENT TO CONTRACTOR

The amount to be paid by the COUNTY shall not exceed the following:

ORIGINAL PROPOSAL: $_____

TOTAL ADDITIONS: $_____

TOTAL DEDUCTIONS: $_____

CURRENT CONTRACT AMOUNT: $_____

The COUNTY hereby agrees to pay to the CONTRACTOR for the faithful performance of this Contract, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, such unit and/or lump sum prices as are set forth in the accepted proposal for quantities of each item actually accomplished.

The COUNTY shall make partial payments to the CONTRACTOR on a basis of a duly certified and approved estimate of work performed during the preceding calendar month by the CONTRACTOR within twenty (20) calendar days after receipt of a correct payment request, less ten percent (10%) of the amount of such estimate which is to be retained by the COUNTY until all work has been performed strictly in accordance with this Contract and until such work has been accepted by the COUNTY.

Neither final payment nor any remaining retained percentage shall become due *until thirty (30) days* after all the following have occurred:

b. The CONTRACTOR completes all work covered by this Contract;

c. The COUNTY accepts such work; and

d. The CONTRACTOR submits to the COUNTY evidence satisfactory to the COUNTY that all payrolls, bills for materials and equipment, and other indebtedness/costs connected with the construction have been paid or otherwise satisfied. COUNTY may require other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the COUNTY. If a Subcontractor refuses to

furnish a release or waiver required by the COUNTY, the CONTRACTOR may furnish a bond satisfactory to the COUNTY to indemnify the COUNTY against such lien. If such lien remains unsatisfied after payments are made, the CONTRACTOR shall refund to the AUTHORITY all money that the COUNTY may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

e. The CONTRACTOR submits to COUNTY a certificate evidencing that insurance *required by the Contract Documents* is to remain in full force and effect, and will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the COUNTY;

f. The CONTRACTOR submits a written statement that the CONTRACTOR knows of no substantial reason that the insurance will not be renewable to cover the period *required by the Contract Documents*; and

g. The surety, if any, consents to final payment.

It is further mutually agreed between the CONTRACTOR and the COUNTY hereto if, at any time after the execution of this Contract and the Performance and Payment Bond hereto attached for its faithful performance, the second party shall deem the surety or sureties upon such bond to be unsatisfactory; or if, for any reason such bond ceases to be adequate to cover the performance of such work, the CONTRACTOR shall, at its expense, within five days after the receipt of notice from the COUNTY to do so, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the OWNER. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the COUNTY.

WARRANTY

The CONTRACTOR hereby guarantees all materials and workmanship for a period of one (1) year from the date at final acceptance of all items of work set forth under this Contract.

RELATIONSHIP OF THE PARTIES

The CONTRACTOR shall operate as an Independent Contractor. COUNTY shall not be responsible for any of the CONTRACTOR'S acts or omissions. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax, unemployment or workers' compensation purposes. The CONTRACTOR understands that neither federal, nor state, nor payroll tax of any kind shall be withheld or paid by the COUNTY on behalf of the CONTRACTOR or the employees of the CONTRACTOR. The CONTRACTOR further agrees that the CONTRACTOR is fully responsible for the payment of any and all taxes arising from the payment of monies under this Contract. The CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the COUNTY. The COUNTY shall not be liable to the CONTRACTOR for any expenses paid or incurred by the

CONTRACTOR unless otherwise agreed in writing. The CONTRACTOR shall supply, at its sole expense, all equipment, tools, materials, and supplies required to provide the contracted services unless otherwise agreed in writing.

CONFIDENTIALITY

The CONTRACTOR shall use any and all information obtained as a result of its Performance of its duties under this Contract solely in furtherance of said Performance. CONTRACTOR shall ensure that it, its agents or assigns, or subcontractors initiate appropriate safeguards to prevent the use or disclosure of any confidential information for any purpose other than Performance of this Contract. CONTRACTOR ensures that every reasonable attempt to mitigate any such disclosure of confidential information is made.

LICENSURE AND CERTIFICATION

The CONTRACTOR shall comply with all federal, state and local laws regarding business permits, certificates and licenses that may be required to carry out the services to be performed under this Contract. The CONTRACTOR shall insure that all personnel engaged in work under this Contract shall be fully qualified and shall be authorized under state and local law to perform the services under this Contract. The CONTRACTOR shall further obtain and file with COUNTY the appropriate IRS form W-9.

INSURANCE

The CONTRACTOR shall obtain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by the Rowan County Finance Director. Should said Certificate of Insurance expire prior to the termination of this contract, CONTRACTOR shall supply to the COUNTY an updated certification prior to the expiration of the Certificate initially provided.

Workers' Compensation Insurance, with limits for Coverage A Statutory - State of North Carolina and Coverage B Employers Liability $500,000 bodily injury, $500,000 bodily injury by disease, and $500,000 by disease policy limit.

Commercial General Liability of not less than $1,000,000 General Aggregate Limit (Other than Products-Completed Operations), $1,000,000 Products-Completed Operations Aggregate Limit, $1,000,000 Personal and Advertising Injury Limit, $500,000 Each Occurrence Limit, and $100,000 Fire Damage Limit, and shall not contain an exclusion for contractual liability.

For Automobile Liability the limits shall not be less than $1,000,000 each person, $1,000,000 each occurrence of bodily injury liability, $1,000,000 each occurrence of property damage liability, and $1,000,000 uninsured/underinsured motorist coverage. Policies with a single combined limit must be not less than $2,000,000 or $1,000,000 with an umbrella policy of $1,000,000 per occurrence.

Professional Liability Insurance shall not be less than $1,000,000 per occurrence and shall hold Rowan County, its departments, agents, employees or assigns harmless from any claim, including claims for attorneys fees or other legal expenses, which

may arise as a result of the sole negligence or malpractice of an employee of the CONTRACTOR in providing services.

All insurance companies must be licensed in North Carolina and be acceptable to the COUNTY. Insurance policies, **EXCEPT** Workers' Compensation and Professional Liability, shall be endorsed (1) to show Rowan County as additional insured, as their interests may appear and (2) to amend cancellation notice to thirty (30) days, pursuant to North Carolina law. Certificates of Insurance shall be signed by a licensed North Carolina agent and be amended to show "thirty (30) days' notice of change or cancellation will be given to Rowan County Finance Director by certified mail."

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

Valerie Steele, Airport Director
3670 Airport Loop Road
Salisbury, NC 28147

If the CONTRACTOR does not meet the insurance requirements of the specifications, alternate insurance coverage satisfactory to the COUNTY may be considered.

Failure of the COUNTY to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

INDEMNIFICATION

The CONTRACTOR agrees to defend, indemnify, and hold harmless Rowan County from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or misconduct of the CONTRACTOR or his/her subcontractors, agents and employees, except to the extent same are caused by the negligence or willful misconduct of Rowan County. It is the intent of this section to require the CONTRACTOR to indemnify Rowan County to the extent permitted under North Carolina law.

NON-APPROPRIATION

CONTRACTOR acknowledges that COUNTY is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of COUNTY's obligations under this contract, then this contract shall automatically expire without penalty to COUNTY thirty (30) days after written notice to CONTRACTOR of the unavailability and non-appropriation of public funds. It is expressly agreed that COUNTY shall not activate this non-appropriation provision for its convenience

or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the COUNTY‘s statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects COUNTY ‘s authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to COUNTY upon written notice to CONTRACTOR of such limitation or change in COUNTY ‘s legal authority.

TERMINATION

Should the COUNTY be notified by, or reasonably determine that, the CONTRACTOR is unable to substantially comply with the terms of this Contract the COUNTY may, at its discretion, immediately terminate this Contract and withhold any and all monies owed to the CONTRACTOR except those owing up to the date of termination. Either Party may cancel this Contract should the other party be in Breach of the Contract if, after a sufficient period of time has passed and the Breaching Party has been notified of such Breach, the Breach has not been cured by the Breaching Party.

Further, COUNTY shall, upon thirty (30) days written notice to CONTRACTOR, be permitted to withdraw from and cancel this Contract.

ACCESS TO AND RECORD RETENTION

CONTRACTOR agrees to maintain all records of or related to the SERVICES set out in this Contract and shall, upon the COUNTY ‘s request, provide the COUNTY with, or access to, said records.

SEVERABILITY

If any provision of the Contract shall be declared invalid or unenforceable, the remainder of the Contract shall continue in full force and effect.

FORCE MAJEURE

Neither Party shall incur any liability to the other if its performance of any obligation under this Contract is delayed or prevented by any of the following events: a change in any law, rule, regulation or ordinance; any new law, rule, regulation or ordinance; the requirements of any government or governmental entity or authority; war, riot, civil disorder or other hostilities; hurricanes, typhoons or other severe weather conditions; fire; earthquakes, floods and other natural disasters; damage to or destruction of a party's facilities.

If either party's performance under this Contract is delayed or prevented by any of the events described in the paragraph above, that party will notify the other in writing of the event, of its expected effect on that party's performance, and of when that party resumes its performance under and in accordance with the terms of this Contract. If the performance by a party of any [material] obligation under this Contract is delayed by any of the events described in the paragraph above, then if the total of all delays so caused exceeds a period of 10 days, the other party may terminate this Contract by giving written notice of termination

to the affected party at any time prior to the affected party's notifying the other party in writing that it has resumed its performance under and in accordance with this Contract.

HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervision of all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of Federal, State or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

NON-WAIVER

The failure of either party to exercise, or a delay in either party's exercising of, any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

GOVERNING LAW

This Contract shall be governed by and in accordance with the laws of the State of North Carolina. Unless prohibited by law, all actions relating in any way to this Contract shall be brought solely in the General Court of Justice of the State of North Carolina sitting in Rowan County or, where applicable, the United States District Court of the Middle District of North Carolina.

E-VERIFY COMPLIANCE

If CONTRACTOR is a person, business entity, or other organization that transacts business and employs 25 or more people in North Carolina, it agrees to comply with the E-Verify requirements found in Article 2 of Chapter 64 of the North Carolina General Statutes. CONTRACTOR also agrees that any and all its current or subsequently hired subcontractors shall comply with said E-Verify requirements if said subcontractors employ 25 or more employees in North Carolina.

IRAN DIVESTMENT ACT CERTIFICATION

Pursuant to North Carolina General Statute § 147-86.59, CONTRACTOR hereby certifies that, as of the date listed below, it is not identified on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. § 147-86.58 (hereinafter

referred to as "List"). Additionally, CONTRACTOR hereby certifies that it shall not utilize any subcontractor in the performance of this Contract that is identified on said List.

ENTIRE AGREEMENT

The CONTRACTOR and the COUNTY agree that this document constitutes the entire agreement between the two parties and may only be modified by a written mutual agreement signed by the parties. Modifications may be evidenced by tele-facsimile signatures of the parties to this Contract. Unless and until further modified, this Contract shall consist of this document and the following attachments or addenda:

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have set their hands as of the day and year first above written and state that they have read and understand the terms herein and freely and voluntarily enter into this Contract and that without further proof or accounting thereof, it shall be deemed an original contract.

ROWAN COUNTY **(COUNTY)**	**XXXXXXXXXXXXXXX** **(CONTRACTOR)**
By: _____	By: _____
Date: _____	Date: _____
(Mailing Address) 130 W. Innes Street Salisbury, NC 28144	(Mailing Address) xxxxxxxxxx xxxxxxxxxx
	Federal Tax ID#: _____

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

_____
FINANCE DIRECTOR

PERFORMANCE BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

[CONTRACTOR]
[ADDRESS]
[CITY, STATE]

as Principal, hereinafter called Contractor and _____, a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

hereinafter called OWNER, in the amount of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX ($XXX,XXX.XX), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS, Contractor has by written agreement dated _____, 2022 entered into a Contract with OWNER for the **Landscaping Improvements** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the OWNER.

Whenever Contractor shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER'S obligations thereunder, the Surety may promptly remedy the defaults, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible bidder, arrange for a Contract between such bidder and OWNER, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of contract price" as used in paragraph, shall mean the total amount payable to OWNER to Contractor under the Contract and any amendment thereto, less the amount properly paid by OWNER to Contractor.

Any suit this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER names herein or the heirs, executors, administrators or successors of the OWNER.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this _____ day of_____, 2022.

BY:

_____

Contractor

_____

Name *(Seal)*

_____

Title

WITNESS:

_____

BY:

_____ Principal

Surety

_____

Name *(Seal)*

_____

Title

WITNESS:

_____

BY:

_____*(Signature)*

Licensed Resident Agent

_____*(Typed)*

Licensed Resident Agent

_____*(Street Address)*

_____*(City / State / Zip Code)*

_____*(Telephone Number)*

LABOR AND MATERIAL PAYMENT BOND
100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

XXXXXXXXXXXXXXX
XXXXXXXX STREET
XXXXXXX, NC XXXXX

as Principal, hereinafter called Principal, and _____, a corporation duly organized under the laws of the State of _____
as Surety, hereinafter called Surety, are held firmly bound unto:

COUNTY OF ROWAN
130 WEST INNES STREET
SALISBURY, NC 28144

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinbelow defined, in the amount of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX($XXX,XXX.XX), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firm by these present.

WHEREAS,

Principal has by written agreement dated _____, 2022 entered into a contract with OWNER for the **Landscaping Improvements** in accordance with drawings and specifications prepared by:

TALBERT, BRIGHT & ELLINGTON, INC.
3525 WHITEHALL PARK DRIVE
SUITE 210
CHARLOTTE, NORTH CAROLINA 28273

which contract is by reference made a part hereof, and is hereinafter referred to as the CONTRACT.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for the use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contractor.

2. The above named Principal and Surety hereby jointly and severally agree with the OWNER that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums or sums as may be justly due claimant, and have execution thereon. The OWNER shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant.

a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following; the Principal, the OWNER, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to who the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, OWNER, or surety, at any place where an office is regularly maintained for the transaction of business, or served in the state in which the aforesaid project is located, save that such service need not be made by public officer.

b. After the expiration of one (1) year following the date of which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.

Signed and sealed this _____ day of_____, 2022.

BY:

_____

Contractor

_____

Name *(Seal)*

_____

Title

WITNESS:

_____

BY:

_____

Principal

Surety

_____

Name *(Seal)*

_____

Title

WITNESS:

_____

BY:

_____*(Signature)*

Licensed Resident Agent

_____*(Typed)*

Licensed Resident Agent

_____*(Street Address)*

_____*(City / State / Zip Code)*

_____*(Telephone Number)*

Intentionally Left Blank

APPENDIX B
FORMS

ESTIMATE FOR PARTIAL PAYMENT

No:_____

Owner's Project No.:_____ TBE Project No.:_____

Project Name:_____

Contractor:_____ Contract Date:_____

Contract For:_____

Application Date:_____ For Period Ending:_____

Original Contract Price: _____
Net Change Orders: _____
Current Contract Price: _____
Total Amount Earned (Col. 9):_____
Retained Percentage (___%):_____
Total Earned Less Retained:_____
Total Previously Approved:_____
Amount Due This Estimate:_____
Total Amount Due: _____

CERTIFICATE OF CONTRACTOR

The undersigned certifies to the best of his knowledge and belief that all items, units, quantities and prices for work and material herein are correct; that all work has been performed and materials supplied in accordance with the terms and conditions of the Construction Contract and all authorized changes thereto; that the above is a true and correct statement of the contract up to and including the last day of the period of the estimate; that all previous payments received from the Owner for work performed under the Construction Contract have been applied to discharge all obligations incurred by the undersigned in connection with work covered by prior estimates for partial payment; and that all materials and equipment incorporated in the above project are free and clear of all liens, security interests and encumbrances.

Contractor:_____ Title:_____

By:_____ Date:_____

CERTIFICATE OF OWNER'S ENGINEERS

I certify that I have verified this Estimate for Partial Payment and that to the best of my knowledge and belief it is a true and correct statement of work performed materials supplied under the Contract.

TALBERT, BRIGHT & Ellington, INC., CHARLOTTE, NORTH CAROLINA

Resident Observer

Name:_____
Date

Project Engineer

Name:_____
Date

OWNER'S RECOMMENDATION FOR PAYMENT

Approved and Payment Recommended: _____, OWNER

BY:_____TITLE:_____ DATE:_____

Sheet _____ of _____ Sheets									
No. and Description of Unit		Contract			Work Done This Period		Work Completed To Date		
Item #	Detailed Estimate	Quantity	Unit Price	Cost Estimate	No. of Units	Amount Earned	No. of Units	Amount Earned	% Complete
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

STATE AND COUNTY SALES/USE TAX STATEMENT

Contractor (or Subcontractor's) Name _____

Job: _____ Sheet No. _____ of _____

INVOICE	INVOICE DATES FROM _____20___ THRU _____20___	VENDOR'S NAME	TYPE OF MATERIAL	TOTAL AMOUNT OF INVOICE	SALES/USE TAX	
					STATE %	COUNTY %

SUBTOTAL THIS PAGE: _____

TOTAL ALL INVOICES: _____

TAX STATEMENT AND CERTIFICATION

This is to certify that the foregoing or attached statement is a true and complete statement of all North Carolina and Local Sales or Use Tax paid by the undersigned Contractor from _____, 20____ to _____, 20___, inclusive for the materials and equipment that were or will become a part of the construction of the:

Landscaping Improvements at Mid-Carolina Regional Airport, Salisbury, NC

(THE FOLLOWING PORTION TO BE FILLED OUT BY THE GENERAL CONTRACTOR ONLY)

It is further certified that:

are the subcontractors that are engaged by this Contractor in the performance of this Contract whose tax statements are also enclosed herewith.

_____
CONTRACTOR OR SUBCONTRACTOR

Sworn and subscribed before me this

_____ *day of*_____*, 20*___

_____
NOTARY PUBLIC

(SEAL)

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

PROJECT (Name and Address): _____
_____
_____
_____

TO (Owner):

Engineer's Project No.: _____
Contract for: _____
Contract Date: _____

CONTRACTOR: _____

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (insert name and address of Surety Company here)

_____
_____
_____ , Surety Company

on bond of (here insert name and address of Contractor)

_____
_____
_____ , Contractor

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of its obligations to (here insert name and address of Owner)

_____
_____
_____ , Owner

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this _____ day of _____ 20___.

Surety Company
Signature of Authorized Representative

Attest:
(Seal):

_____
Title

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner):

Engineer's Project No.: _____
Contract for: _____
Contract Date: _____

PROJECT (Name and Address): _____
_____
_____
_____

State of: _____

County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services, who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR: _____
Address: _____
_____
_____

Subscribed and sworn to before me this _____

Day of _____,20_____

Notary Public: _____

My Commission Expires: _____ (Seal)

AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS

OWNER ☐
ENGINEER ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO (Owner):

Engineer's Project No.: _____
Contract for: _____

PROJECT (Name and Address): _____
_____
_____
_____

State of: _____

County of: _____

The undersigned, pursuant to the General Conditions of the Contract for Construction, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

CONTRACTOR: _____

Address: _____
_____
_____

By: _____

Subscribed and sworn to before me this _____

Day of _____,20_____

Notary Public: _____

My Commission Expires: _____ (Seal)

Intentionally Left Blank

Contract 23388

ROWAN COUNTY
NORTH CAROLINA
Be an original.

ROWAN COUNTY CONTRACT MEMORANDUM

TO:	**Aaron Church, Rowan County Manager**
	Jody Farrow-Bennett, Rowan County Purchasing
FROM:	**Valerie Steele, Airport & Transit Director**
DEPT:	**Airport**
DATE:	**11/09/2022**
SUBJECT:	**Landscaping Improvements Mid-Carolina Regional Airport (TBE No. 3708-1901)**

PURPOSE OF CONTRACT:

This contract is for the installation of new landscaping at the FBO entrance. The original bid included painting and concrete work, after receiving no responses an addendum was added and just the landscaping portion of the project was readvertised. Two responses were received, and Country Boy Landscaping was the low bid. The total value of the contract for landscaping shall not exceed $110,661 without a change order and prior approval (the project budget is $250,000 in C/A other improvements). The bid-award and contract were approved by the BOC on 11/7/2022, Agenda Item "Q".

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

1. Read and understand the terms of the contract.

2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.

3. I have secured and attached in MUNIS the Certificate of Insurance.

Valerie Steele — 11-9-2022

Signature of Director **DATE**

ROWAN COUNTY

NORTH CAROLINA

AGREEMENT FOR SERVICES

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **COUNTRY BOY LANDSCAPING, INC.** ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this

Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

14. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

15. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

16. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.

17. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

18. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

19. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: Chris C Cartner
Chris C Cartner (Nov 10, 2022 14:00 EST)

Name: Chris C Cartner

Title: President

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.
To provide and install landscaping around the airport FBO building according to the specification provided in TBE No. 3708-1901attached to this contract.

B. Term of the Agreement.
The estimated time to complete the work is 60 days from when the contractor notice to proceed is issued. If work is not completed within specified and agreed upon time, provider will pay $1,000 per day in liquidated damages. Provider will provide a 1 year warranty on work performed.

C. Payment to the Provider.
Total cost $110,661.00.

D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.

E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:

- General commercial liability in the amount of $500,000 per occurrence / $1,000,000 aggregate with County listed as additional insured.
- Workers' Compensation in the amount of $500,000 employer's liability
- Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be $1,000,000 for bodily injury and property damage; and, $1,000,000 uninsured/underinsured motorist coverage.

E. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	Chris C Cartner President PO Box 290 Harmony NC 28634 704-924-9330 PO Box 290 Harmony NC 28634 704-924-9330 PO Box 290 Harmony NC 28634 704-924-9330

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY

BY: _____

Name: Aaron Church

Title: County Manager

Date: 11/13/2022

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

_____
(Signature of County Finance Officer)

THE PROVIDER

BY: Chris C Cartner (Nov 10, 2022 14:00 EST)

Name: Chris C Cartner

Title: President

Workflow Acknowledgment

Purchasing **Director:** J. M. Farrow-Bennett

Jody Farrow-Bennett
E-signed 2022-11-10 02:42PM EST
jody.farrow-bennett@rowancountync.gov
Rowan County, NC Information Systems

BOC Approval: BOC Approved November 7, 2022; Agenda Item Q.

Insurance: In Process

Comment:

CIO: Randy Cress

Randy Cress
E-signed 2022-11-10 04:30PM EST
randy.cress@rowancountync.gov
Rowan County, NC Information Systems, Assistant County Manager /

COI Comment:

County Attorney: Jay Dees (Nov 10, 2022 16:45 EST)

Jay Dees
E-signed 2022-11-10 04:45PM EST
jay.dees@rowancountync.gov

Legal Comment:

Finance Director: Anna R Bumgarner

Anna Bumgarner
E-signed 2022-11-12 04:27PM EST
anna.bumgarner@rowancountync.gov
Rowan County, NC Information Systems

Finance Comment:

Contract 23388 - Country Boy's Landscaping - Airport

Final Audit Report 2022-11-13

Created:	2022-11-09
By:	Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3aj_2BGPzAq_Z3FEpZbjrrLlpOqm5yvP

"Contract 23388 - Country Boy's Landscaping - Airport" History

Document created by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
2022-11-09 - 9:44:35 PM GMT

Document emailed to Seth Hathcock (seth@cblinc.net) for signature
2022-11-09 - 9:50:21 PM GMT

Email viewed by Seth Hathcock (seth@cblinc.net)
2022-11-10 - 6:54:36 PM GMT

Signer Seth Hathcock (seth@cblinc.net) entered name at signing as Chris C Cartner
2022-11-10 - 7:00:43 PM GMT

Document e-signed by Chris C Cartner (seth@cblinc.net)
Signature Date: 2022-11-10 - 7:00:45 PM GMT - Time Source: server

Document emailed to Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov) for signature
2022-11-10 - 7:00:47 PM GMT

Document e-signed by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)
Signature Date: 2022-11-10 - 7:42:13 PM GMT - Time Source: server

Document emailed to Randy Cress (randy.cress@rowancountync.gov) for signature
2022-11-10 - 7:42:15 PM GMT

Email viewed by Randy Cress (randy.cress@rowancountync.gov)
2022-11-10 - 9:30:04 PM GMT

Document e-signed by Randy Cress (randy.cress@rowancountync.gov)
Signature Date: 2022-11-10 - 9:30:14 PM GMT - Time Source: server

Document emailed to Jay Dees (jay.dees@rowancountync.gov) for signature
2022-11-10 - 9:30:16 PM GMT

Email viewed by Jay Dees (jay.dees@rowancountync.gov)
2022-11-10 - 9:32:02 PM GMT

Document e-signed by Jay Dees (jay.dees@rowancountync.gov)
Signature Date: 2022-11-10 - 9:45:54 PM GMT - Time Source: server

Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature
2022-11-10 - 9:45:57 PM GMT

Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)
Signature Date: 2022-11-12 - 9:27:39 PM GMT - Time Source: server

Document emailed to Aaron Church (aaron.church@rowancountync.gov) for signature
2022-11-12 - 9:27:42 PM GMT

Email viewed by Aaron Church (aaron.church@rowancountync.gov)
2022-11-13 - 7:17:32 PM GMT

Document e-signed by Aaron Church (aaron.church@rowancountync.gov)
Signature Date: 2022-11-13 - 7:18:28 PM GMT - Time Source: server

Agreement completed.
2022-11-13 - 7:18:28 PM GMT

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
DATE: 6/19/23
SUBJECT: Sole-Source Bluebeam

ATTACHMENTS:

Description	Upload Date	Type
Sole Source	6/12/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178
Fax 704-216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Randy Cress, Assistant County Manager/Chief Information Officer

Re: Sole-Source Bluebeam Inc.

Date: June 12, 2023

Rowan County Purchasing Policy requires sole-source purchases over $5,000 be approved by the Board of Commissioners. This agreement would be approved as a 'sole-source' using standardization or compatibility as the overriding consideration per NCGS 143-129(e)(6) which allows for an exception to the bidding laws when:

1. Performance or price competition for a product are not available; or
2. A needed product is available from only one source of supply; or
3. Standardization or compatibility is the overriding consideration

Rowan County Information Systems currently utilizes Bluebeam Inc. Bluebeam is a software product that utilizes digital blueprints for viewing files, attachments and submitting permit applications. The software is used in several county departments such as Planning and Development and Building Inspections. Bluebeam works in conjunction with the Energov Software deployed in those departments, both of which are proprietary to Tyler Technologies. Tyler Technologies is the only vendor that provides these software platforms.

Recommendation: Board of Commissioners to approve the sole-source and authorize the Purchasing Director to approve the contracts with Bluebeam Inc. for FY24.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Scott Shelton, Vice President, Rowan EDC
DATE:	6/19/23
SUBJECT:	Set a Public Hearing for Project Swarm for July 17, 2023

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Request	6/13/2023	Cover Memo

ROWANEDC
PARTNERSHIP for ECONOMIC DEVELOPMENT
SALISBURY, NC
Be an original.

Date: June 12, 2023
To: Greg Edds, Chairman
Cc: Aaron Church, County Manager
Sarah Pack, Clerk to the Board
From: Scott Shelton, Vice President
Re: *Request for public hearing to consider incentive request for 'Project Swarm'*

Dear Chairman Edds,

I respectfully request that the Board of Commissioners schedule a public hearing for July 17th to consider an incentive request from 'Project Swarm.' The company is considering Rowan County for a new distribution facility. If our community were chosen, the company would create 112 well-paying jobs over the next six years. While these numbers are preliminary, the company estimates that it will also invest approximately $41 million in construction and new equipment.

I look forward to providing you detailed information regarding this request in the coming days. Please do not hesitate to contact me with any questions you may have and thank you for supporting our efforts.

Yours truly,

Scott Shelton

Scott Shelton
Vice President

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 6/19/23
SUBJECT: West End Plaza/Wharton Smith Change Order

During demolition for the West End Plaza – Agriculture Center Renovation project inspectors found material that contains asbestos. The general contractor for the project, Wharton Smith Inc., has agreed to abate the asbestos that was found. This task was not included in the original contract, so a change order is necessary. Staff asks that the Board of Commissioners consider approving a change order to the West End Plaza – Agricultural Center Renovation Project in an amount not to exceed $35,000 for asbestos abatement.

ATTACHMENTS:

Description	Upload Date	Type
Request	6/13/2023	Cover Memo
Estimate	6/13/2023	Cover Memo
Asbestos Removal Revision 1	6/15/2023	Cover Memo
Abatement Change Order	6/15/2023	Cover Memo
Hazardous Materials Survey	6/15/2023	Cover Memo
Additional Wall Removal	6/16/2023	Cover Memo

Rowan County Purchasing Department
130 West Innes Street, Salisbury, NC 28144-4326
www.rowancountync.gov
Telephone 704-216-8178
Fax 704-216-8166

To: Rowan County Board of Commissioners
Aaron, Church, County Manager

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration
Craig Powers, County Engineer

Re: Wharton-Smith – Asbestos Abatement - Contract Change Order 23571

Date: June 6, 2023

Rowan County worked with ADW Architects, and the BOC approved the bid award and contract on 3/6/2023, Agenda Item P to Wharton-Smith. The County had additional testing for asbestos and received notice of positive testing. The black mastic behind the gray panels in the Belk building and the mirrors in the AG area contain asbestos. Wharton-Smith is updating their abatement proposal to include these items, the County is requesting to add an additional change order for the asbestos abatement; not to exceed $35,000.00.

Attached are the estimated quote email from ADW Architects on behalf of Wharton-Smith.

Recommendation: Board of Commissioners authorize County Manager to approve contract change order 23571 with Wharton-Smith. Not to exceed and additional $35,000.00, for a total Contract of $25,665,800.00.

Farrow-Bennett, Jody M

From: Tim Cohen <TCohen@ADWArchitects.com>
Sent: Monday, June 12, 2023 1:04 PM
To: Bringle, Don E <Don.Bringle@rowancountync.gov>; Church, Aaron <Aaron.Church@rowancountync.gov>; Powers, William C <craig.powers@rowancountync.gov>
Cc: Phillip Steele <psteele@ADWArchitects.com>; Jonathan Koricke <JKoricke@ADWArchitects.com>
Subject: WEP asbestos abatement

We received additional testing info from ECS this morning. The black mastic behind the gray panels in Belk and the mirrors in the AG area does contain asbestos. Wharton-Smith is updating their abatement proposal to include these items. Their original proposal was just under $20,000, so this additional work will probably increase it to over $30,000. I believe you said in the Pre-Construction Meeting that all change orders had to be taken to the County Commissioners for approval. If so, how do we get on the docket for their next meeting? I believe it is Monday, June 19. Correct?
Let me know if there is another method to pay for this additional work, such as a contingency, that you'd rather employ. Thanks,

Tim Cohen, RA
Senior Associate

adwarchitects
environmentsforlife

Six Coliseum Centre
2815 Coliseum Centre
Suite 500

Charlotte, North Carolina 28217
704 906 5343 cell
704 379 1919 main
adwarchitects.com

Save resources. Please don't print this e-mail unless needed. Thank you.
NOTE: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this email in error, please let me know by replying to me and immediately delete this email from your system. Also, please note that in these circumstances the use, disclosure, distribution or copying of this information is strictly prohibited. Thank you and I apologize for any inconvenience this may cause you.

FIXED PRICE CHANGE PROPOSAL

06/14/2023

Aaron Church
ROWAN COUNTY
130 West Innes St
Salibury, NC 28144

Re: Our Change Proposal 23-030-01 for **Asbestos Removal - Revision 1**

Project: Rowan County West End Plaza Ag Center

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

To abate asbestos found on project as identified in the Hazardous Material Survey dated 5-24-2023 as prepared by ECS and drawing showing locations as provided by ECS in email dated 5-24-2023. Also for additional asbestos found as indicated in preliminary report from ECS dated 6/9/2023.

Pricing does not include removal of other potential asbestos not mentioned in these reports.

Pricing does not include any cost for extended general conditions and time extension due to this issue at this time, but we do reserve the right for additional time extension and additional compensation once the other three remaining delay issues are resolved. Will ask for additional time and compensation once all known delay issues have been resolved.

Price:	**$ 30,110.00** *Thirty Thousand One Hundred Ten Dollars and Zero Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
Clarification(s):	*- None.*
Expiration:	This Proposal shall remain open for 7 calendar day(s).
Attachment(s):	Schedule Of Values

Please contact me at or via e-mail rwagoner@whartonsmith.com if you have any questions or require additional information.
Regards,
Wharton-Smith, Inc.
Ron Wagoner
Senior Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.
Customer Signature: _____ Date: _____
ROWAN COUNTY

SCHEDULE OF VALUES

Wharton-Smith, Inc.

Project: 23-030 - Asbestos Removal - Revision 1 **Date: 06/14/2023**

Document: 23-030-01

	Description of Work	Scheduled Value ($)
1	98: 20-1-001 - Change Order #01	28,400.00
2	001 - Insurance & Bond	205.00
3	002 - OH&P	1,505.00
	Total ($)	**30,110.00**

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Lab ID # 173190

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202 - West End Plaza

Lab Order ID: **10025056**
Analysis: PLM
Date Received: 06/08/2023
Date Reported: 06/09/2023

Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
101-01	Black mastic on wall - B-3	**None Detected**		**100% Other**	Gray, Black Non-Fibrous Homogeneous
10025056_0001					Ashed, Dissolved
101-02	Black mastic on wall - B-3	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10025056_0002					Ashed, Dissolved
102-01	Black mastic on mirror - B-3	**15% Chrysotile**		**85% Other**	Black Non-Fibrous Homogeneous
10025056_0003					Dissolved
102-02	Black mastic on mirror - B-3	**Not Analyzed**			
10025056_0004					
103-01	Gray wall panel - black mastic	**15% Chrysotile**		**85% Other**	Black Non-Fibrous Homogeneous
10025056_0005					Dissolved
103-02	Gray wall panel - black mastic	**Not Analyzed**			
10025056_0006					

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Lachlan Krenz (6)
Analyst

Approved Signatory

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Scientific Analytical Institute
4604 Dundas Dr. Greensboro, NC 27407
Phone: 336.292.3888 Fax: 336.292.3313
www.sailab.com lab@sailab.com

Lab Use Only
Lab Order ID: 10025056
Client Code: _____

Company Contact Information	
Company: ECS Southeast, LLP	Contact:
Address: 1812-D Center Park Drive	Phone ☐:
Charlotte, NC 28217	Fax ☐:
	Email ☐:

Billing/Invoice Information	Turn Around Times	
Company: SAME	90 Min. ☐	48 Hours ☐
Contact:	3 Hours ☐	72 Hours ☐
Address:	6 Hours ☐	96 Hours ☐
	12 Hours ☐	120 Hours ☐
	24 Hours ☑	144+Hours ☐

PO Number: 20202
Project Name/Number: 20202 – West End Plaza

Asbestos Test Types	
PLM EPA 600/R-93/116 (PLM)	☑
Positive stop	☑
PLM Point Count 400 (PT4)	☐
PLM Point Count 1000 (PTM)	☐
PCM NIOSH 7400-A Rules (PCM)	☐
B Rules (PCB) ☐ TWA (PTA)	☐
TEM AHERA (AHE)	☐
TEM Level II (LII)	☐
TEM NIOSH 7402 (TNI)	☐
TEM Bulk Qualitative (TBL)	☐
TEM Bulk Chatfield (TBS)	☐
TEM Bulk Quantitative (TBQ)	☐
TEM Wipe ASTM D6480-05	☐
TEM Microvac ASTM D5755-09	☐
TEM Water EPA 100.2 (TWI)	☐
Other: _____	☐

Sample ID #	Description/Location	Volume/Area	Comments
101-01,02	Black mastic on wall - B-3		
102-01,02	Black mastic on mirror - B-3		
103-01,02	Gray wall panel - Black mastic		

Accepted ☑
Rejected ☐

Total # of Samples ____

Relinquished by	Date/Time	Received by	Date/Time
[signature]	6/7/23	[signature]	6/8
			10:30

Photo 1: Black mastic, negative for ACM in B-3.

Photo 2– Black mastic, positive for ACM behind gray panels, Belk.

Photo 3-ACM black mastic behind gray panels, Belk.

Photo 4– ACM black mastic behind broken mirror, Belk.

TRIFECTA SERVICES COMPANY
1722 Toal Street
Charlotte, NC 28206
704-900-1977
NC License #75369

June 14, 2023

Ron Wagner
Wharton- Smith, Inc.
5601 Seventy-Seven Center Drive #120
Charlotte, NC 28217
704-574-5822
rwagoner@whartonSmith.com

West End Plaza Agriculture Center Asbestos V.2 Via Email
Salisbury, NC

PROPOSAL FOR SERVICES

Dear Ron,

Trifecta Services Company ("Trifecta") is pleased to submit our proposal for asbestos abatement services for the West Ag. Center Project. This proposal includes all necessary supervision, labor, equipment, disposal, and materials to perform the following detailed Scope of Work at the Project.

SCOPE OF WORK

- Removing and disposal of specific asbestos material as identified by ECS in the report dated May 24, 2023.
- Power and water to be provided to Trifecta at no cost.
- All barricades, partitions, weather proofing, temporary walls and protection of finishes shall be provided by others.

PLANS AND SPECIFICATIONS

The plans and specifications identified below are included within Trifecta's Scope of Work. Any plans or specifications not specifically identified and incorporated below are excluded.

- Specifically includes mirror mastic behind changing room and column mirrors, Black mastic under ceramic and carpet in Suite B-3 2,000 SF, and black caulking 45 LF around storefront doors and windows at main entrance, near fountain. Other asbestos has not been considered.
- Any plans or specifications not specifically identified and incorporated below are excluded.

PRICING

- **Asbestos Abatement** **$16,350.00**
- **Additional Mirror/Panel Mastic** **$9,750.00**

2 ea Trips Charge 2,300.00

28,400.00 Total Cost

TRIFECTA SERVICES COMPANY
1722 Toal Street
Charlotte, NC 28206
704-900-1977
NC License #75369

PROJECT SPECIFIC ASSUMPTIONS & CLARIFICATIONS

- All Work will be performed in one (1) mobilization, additional mobilization will be billed at $2,300.00 each.
- Black mastic includes disposing of mastic and flooring as asbestos. Black caulk removal is based on removing the windows and doors as part of the abatement.
- Power and water to be provided by others.
- Other than known layers, multi layered flooring and wall surfaces are not included.
- All daily and clearance air monitoring shall be by others.
- The price provided is based on the clarifications in this proposal.
- Based on no project requirements for background checks, building entry restrictions for crews.

SCHEDULE

The Work shall be performed according to the following schedule:
Day shift, no overtime, or weekends. Workdays are based on a 10-hour shift, 40 hours per week.

Asbestos Removal 5 Workdays

Thank you for the opportunity to earn your business.

Sincerely,

Trifecta Services Company

Mike Craddock
Sr. Estimator
704-699-5549
mcraddock@trifectainc.com

Please sign below and return by email:

Sign:_____ _____
Print Name:_____ Date
Title:_____

Enclosure(s): Attachment A

TRIFECTA SERVICES COMPANY
1722 Toal Street
Charlotte, NC 28206
704-900-1977
NC License #75369

Attachment A to Proposal

Standard Exclusions, Assumptions & Clarifications

Unless modified elsewhere in the Proposal, the following exclusions shall apply to Trifecta's Work: Bonds, taxes, engineering, as-builts, shop drawings, staking, layout, GPR/GPRS, site security, fencing, weather protection, protective covers, liquidated damages, hazardous materials – lead, PBC's, PFAS/PFOS, etc., unforeseen conditions, removal of contaminated waters, debris, laden soil, lagging, underpinning, bracing/shoring/lintels, dewatering, pedestrian barricades, sidewalk closures, off-site work, prevailing wage rates, standby time due to owner/contractor delays or coordination with other trades/enabling work, termination of utility accounts, salvage of items to be relocated or reused, specialty insurance items not listed in this Proposal, pest control, Clearances or 3rd party air monitoring, Overtime or weekend hours, change order work without an agreed value, any work not specifically included in Scope of Work. In addition, the following assumptions and clarifications shall apply to the Trifecta's Work:

- All work will be performed in one (1) mobilization.
- All cutting and capping of MEP's by others.
- All utility disconnects by others.
- Patching, sanding, grinding, chemical cleaning or prep for new finishes is *not* included.
- This Proposal does not include handling or disposal of hazardous or contaminated materials.
- Removal, protection, storage and/or reinstallation of any item(s) to be salvaged for reuse or relocation are specifically excluded from this Proposal.
- Power and water – to be provided by Client/Owner/GC
- All debris will be disposed of as C&D; All metal and inert debris is recyclable.
- All C&D and salvage materials shall be removed off-site in a timely manner that is efficient for Trifecta's crew. Only non-salvageable items will be disposed of at local landfill.
- Trifecta will be given adequate site access for personnel and equipment including parking to allow uninterrupted performance of the work as scheduled.
- Trifecta will use the trucking company and disposal site of our choice for demolition and construction debris.
- Trifecta will retain all rights to the salvage of the demolished material. Missing salvage from the time of the walk to the project start will require a pricing change as a salvage credit has been factored into Trifecta's pricing.
- Fuel increases in excess of 10% of the local price as of the date of this Proposal shall result in a surcharge.

Terms & Conditions

Pricing in the Proposal is only guaranteed for thirty (30) days and is based on Trifecta having free, clear and unobstructed access to the work area. Pricing breakout is for accounting purposes only and does not represent stand-alone prices. Proposal must be signed at least two weeks prior to requested start date in order to ensure adequate time to schedule the Work. Payment shall be 100% of the completed Work, final payment including retainage (if any) due NET 30 from completion of Trifecta's Work, whether or not Client has received payment from another party. Overdue balances will accrue interest at 18% per annum or the maximum legal amount for all overdue payments and to recover all expenses, including reasonable attorneys' fees and costs incurred in collecting any overdue balances. Trifecta reserves the right to refuse change order work that is not approved for payment in advance of performance.

Upon execution of this Proposal or commencement of Trifecta's Work, this Proposal shall become a binding contract between the Parties. The Proposal, together with any attachments, exhibits, or mutually agreed Descope Notes, will be automatically incorporated into any final contract between the Parties, regardless of any merger clause or other contractual language agreed to by the Parties purporting to exclude this Proposal, now or in the future. In the event of any conflict between this Proposal and any other contractual provision dealing with pricing, scope, inclusions, and/or exclusions related to Trifecta's Work, or incorporation of this Proposal into a subsequent agreement, this Proposal (together with any amendments thereto in writing and signed by the Parties) shall control.

Ron Wagoner

From: Ron Wagoner
Sent: Wednesday, June 14, 2023 9:06 AM
To: Mike Craddock
Cc: Matt Weekley; Mike Love; Gabriel A. Gonzalez; Tim Cohen
Subject: FW: Asbestos found in new location

Mike,

This should give you this information you need for pricing. Please have this to me tomorrow. Sorry for quick turnaround but trying to get this before the board at Monday nights meeting.

Thank you in advance

Ron Wagoner | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217
Office: (704) 525-5695 ext 5331 | Cell: (704) 574-5822

From: Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>
Sent: Tuesday, June 13, 2023 4:37 PM
To: Ron Wagoner <rwagoner@whartonsmith.com>; Mike Love <mlove@whartonsmith.com>; Matt Weekley <mweekley@whartonsmith.com>
Subject: Re: Asbestos found in new location

Ron, 8 locations, about 40 panels, basically every mirror, glass, or acrylic panel has asbestos on it!

Gabriel A. Gonzalez | Project Superintendent
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217

C. 1 (704) 499-0883

From: Ron Wagoner <rwagoner@whartonsmith.com>
Sent: Tuesday, June 13, 2023 4:29:23 PM
To: Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>; Mike Love <mlove@whartonsmith.com>; Matt Weekley <mweekley@whartonsmith.com>
Subject: RE: Asbestos found in new location

How many locations total and size of locations?

Ron Wagoner | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217
Office: (704) 525-5695 ext 5331 | Cell: (704) 574-5822

From: Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>
Sent: Tuesday, June 13, 2023 4:28 PM
To: Ron Wagoner <rwagoner@whartonsmith.com>
Subject: Re: Asbestos found in new location

Ron please see attached,

Gabriel A. Gonzalez | Project Superintendent
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217

C. 1 (704) 499-0883

From: Ron Wagoner <rwagoner@whartonsmith.com>
Sent: Tuesday, June 13, 2023 3:53:56 PM
To: Tim Cohen <TCohen@ADWArchitects.com>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Cc: Mike Love <mlove@whartonsmith.com>; Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>; Matt Weekley <mweekley@whartonsmith.com>
Subject: RE: Asbestos found in new location

Can one of you confirm the additional grey panel quantity quickly please so we can send to Trifecta.

Ron Wagoner | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217
Office: (704) 525-5695 ext 5331 | Cell: (704) 574-5822

From: Tim Cohen <TCohen@ADWArchitects.com>
Sent: Tuesday, June 13, 2023 3:52 PM
To: Ron Wagoner <rwagoner@whartonsmith.com>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Subject: RE: Asbestos found in new location

Looking at the photos I took Friday, I think there are 5 columns in the AG area that have mirrors on them, like in photo 6374.
The wall on column line 14 is in photo 6367. I think there are 4 mirrors on that wall.
Photo 6384 shows 4 gray panels in Belk. I think there were some more gray panels to the right, but I don't have a photo of them.
Thanks,

Tim Cohen, RA
Senior Associate

adwarchitects
environmentsforlife

Six Coliseum Centre
2815 Coliseum Centre

Suite 500
Charlotte, North Carolina 28217
704 906 5343 cell
704 379 1919 main
adwarchitects.com

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From: Ron Wagoner [mailto:rwagoner@whartonsmith.com]
Sent: Tuesday, June 13, 2023 1:59 PM
To: Tim Cohen <TCohen@ADWArchitects.com>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Subject: FW: Asbestos found in new location

Do either of you know how much more was found? We do not have a location map.

Ron Wagoner | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217
Office: (704) 525-5695 ext 5331 | Cell: (704) 574-5822

From: Mike Craddock <mcraddock@trifectainc.com>
Sent: Tuesday, June 13, 2023 1:51 PM
To: Ron Wagoner <rwagoner@whartonsmith.com>
Cc: Mike Love <mlove@whartonsmith.com>; Mike Love <mlove@whartonsmith.com>; Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>
Subject: RE: Asbestos found in new location

The original survey listed 25 mirrors. How many additional mirrors does this add to the original count of 25?

From: Ron Wagoner <rwagoner@whartonsmith.com>
Sent: Monday, June 12, 2023 11:54 AM
To: Mike Craddock <mcraddock@trifectainc.com>
Cc: Mike Love <mlove@whartonsmith.com>; Mike Love <mlove@whartonsmith.com>; Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>
Subject: FW: Asbestos found in new location

More asbestos found and need to update pricing very quickly so I can get updated pricing to the Architect in preparation for Monday 6/19 Board Meeting and get this approved.

Ron Wagoner | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217
Office: (704) 525-5695 ext 5331 | Cell: (704) 574-5822

From: Phillip Steele <psteele@ADWArchitects.com>
Sent: Monday, June 12, 2023 11:47 AM
To: Scott Whelchel <swhelchel@whartonsmith.com>; Ron Wagoner <rwagoner@whartonsmith.com>
Cc: Mike Love <mlove@whartonsmith.com>; Tim Cohen <TCohen@ADWArchitects.com>; Jonathan Koricke <JKoricke@ADWArchitects.com>
Subject: FW: Asbestos found in new location

All,
Attached is the current findings of the black mastic etc behind the mirrors. Please add this work to the abatement COR so we can move this forward.

Thank you,

Phillip Steele
Managing Principal
adwarchitects
environmentsforlife.
six coliseum centre
2815 coliseum centre drive, suite 500
charlotte, nc 28217
704 379 1919 main
704 749 5561 direct
adwarchitects.com

From: Alex Mulles Sayre, CIEC <ASayre@ecslimited.com>
Sent: Friday, June 9, 2023 4:20 PM
To: Tim Cohen <TCohen@ADWArchitects.com>; Bringle, Don E <Don.Bringle@rowancountync.gov>
Cc: Mounts, Justan E <Justan.Mounts@rowancountync.gov>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Subject: RE: Asbestos found in new location

Good afternoon Tim and Don,

Please find the attached laboratory data: It appears that puck mastic associated with gray panels in the **belk** and mirrors on walls and columns in **B-3** did contain asbestos. I made close observations on pucks on other mirrors in the Belk and B-3 space, and with the exception of sample 101-01,02 in B-3, they matched color, texture and pliability with the gray panel mastic and mirror mastic sampled most recently. This would be puck mastic on mirrors on the in-store mirror fascia, column panels, and on drywall. I would caution the demolition crew to take care around these materials, while they are non-friable, they should not be disturbed by non-asbestos workers.

In B-3, the black mastic (sample 101-01,-02) on gypsum wallboard did not contain ACM, it was a different shade and more sticky than pliable. I did not see mastic in other areas that looked like this.

Please let me know if you have any questions.

Alex

ALEX MULLES SAYRE, CIEC | Environmental Senior Project Manager
ECS SOUTHEAST, LLP | **T** 704.525.5152 **D** 704.378.9013 **C** 704.577.3256
ASayre@ecslimited.com | www.ecslimited.com

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From: Tim Cohen <TCohen@ADWArchitects.com>
Sent: Friday, June 2, 2023 11:56 AM
To: Alex Mulles Sayre, CIEC <ASayre@ecslimited.com>
Cc: Bringle, Don E <Don.Bringle@rowancountync.gov>; Mounts, Justan E <Justan.Mounts@rowancountync.gov>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Subject: [EXTERNAL] RE: Asbestos found in new location

This was not behind mirrors. It's behind some gray wall panels, but it looks like it may be the same black mastic.
For safety, I think it would be best if you would test this too.
FYI, Wharton-Smith will be hiring an abatement contractor to properly remove the contaminated materials. We'll need to know if these new areas should be included in their scope.
Thanks,

Tim Cohen, RA
Senior Associate

adwarchitects
environmentsforlife

Six Coliseum Centre
2815 Coliseum Centre
Suite 500
Charlotte, North Carolina 28217
704 906 5343 cell
704 379 1919 main
adwarchitects.com

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From: Alex Mulles Sayre, CIEC [mailto:ASayre@ecslimited.com]
Sent: Friday, June 2, 2023 11:35 AM
To: Tim Cohen <TCohen@ADWArchitects.com>
Cc: Bringle, Don E <Don.Bringle@rowancountync.gov>; Mounts, Justan E <Justan.Mounts@rowancountync.gov>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Subject: Re: Asbestos found in new location

Tim,

In our report we recommended to assume all mirrors with black mastic pucks in the belks to contain asbestos. I could come back out to test, but from the photos and application, it appears to be the same material.

Let me know if you would still prefer confirmation sampling?

Alex

Alex Sayre
704-577-3256

ALEX MULLES SAYRE, CIEC | Environmental Senior Project Manager
ECS SOUTHEAST, LLP | **T** 704.525.5152 **D** 704.378.9013 **C** 704.577.3256

ASayre@ecslimited.com | www.ecslimited.com

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From: Tim Cohen <TCohen@ADWArchitects.com>
Sent: Friday, June 2, 2023 11:07:16 AM
To: Alex Mulles Sayre, CIEC <ASayre@ecslimited.com>
Cc: Bringle, Don E <Don.Bringle@rowancountync.gov>; Mounts, Justan E <Justan.Mounts@rowancountync.gov>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Phillip Steele <psteele@ADWArchitects.com>
Subject: [EXTERNAL] FW: Asbestos found in new location

Alex, see Ron's email below and the attachments.
Can you tell from these photos if this is the same adhesive used for the mirrors? Or do you need to go back to the site to get samples for testing?
Thanks,

Tim Cohen, RA
Senior Associate

adwarchitects
environmentsforlife

Six Coliseum Centre
2815 Coliseum Centre
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Charlotte, North Carolina 28217
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From: Ron Wagoner [mailto:rwagoner@whartonsmith.com]
Sent: Friday, June 2, 2023 10:33 AM
To: Tim Cohen <TCohen@ADWArchitects.com>; Jonathan Koricke <JKoricke@ADWArchitects.com>; Bringle, Don E <Don.Bringle@rowancountync.gov>; Mounts, Justan E <Justan.Mounts@rowancountync.gov>
Cc: Scott Whelchel <swhelchel@whartonsmith.com>; Mike Love <mlove@whartonsmith.com>; Matt Weekley <mweekley@whartonsmith.com>; Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>
Subject: FW: Asbestos found in new location

Team,

Please review the attachment. There is potentially more asbestos onsite than what was contained in the 5-24 report. This was discovered during demolition of the Belk Shell area. I would suggest having theses area tested. We are sending out an RFI on this as well and just giving you a heads up. Please let us know how to proceed.

Ron Wagoner | Senior Project Manager
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217

Office: (704) 525-5695 ext 5331 | Cell: (704) 574-5822

From: Mike Love <mlove@whartonsmith.com>
Sent: Friday, June 2, 2023 9:47 AM
To: Ron Wagoner <rwagoner@whartonsmith.com>
Subject: FW: Asbestos found in new location

Thank you,

Mike Love | Superintendent
Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217
Cell: 980.939.5878

From: Gabriel A. Gonzalez <gagonzalez@whartonsmith.com>
Sent: Friday, June 2, 2023 9:11 AM
To: Matt Weekley <mweekley@whartonsmith.com>; Mike Love <mlove@whartonsmith.com>
Subject: Asbestos found in new location

Hey Matt,
See the attached drawing and pictures for new asbestos locations, let me know if I can help with something else.

Thanks!

Gabriel A. Gonzalez | Project Superintendent

Wharton-Smith, Inc. | Construction Group of Choice | www.whartonsmith.com

5601 Seventy Seven Center Drive, Suite 120, Charlotte, NC 28217

C. 1 (704) 499-0883

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DANGER

adwarchitects
environmentsforlife
architecture planning interiors

County Commissioners
Rowan County, North Carolina

June 14, 2023

Ref: West End Plaza – Agricultural Center Renovations
Asbestos Abatement Change Order

Dear Commissioners,
It was believed that the West End Plaza was free of asbestos when the project was designed and bid. As a matter of safety, ECS Unlimited was hired to survey the building, take samples of any suspicious materials and test them for asbestos. Their May 24 report is attached.

Of the 199 samples analyzed, the lab found unsafe asbestos levels in three situations.

1. the black mastic used to adhere all the Belk mirrors to the walls and columns
2. the black mastic under the flooring in tenant space B-3
3. the black caulk around the main mall entrance storefront

In each case the asbestos is encapsulated and safe as long as it is not disturbed. The renovation contractor, Wharton-Smith, was told to stay away from these three situations, but could otherwise proceed with interior demolition work. While doing so they removed some gray wall panels in Belk that were adhered to the wall with similar black mastic. ESC returned to take samples of this mastic as well as some other suspicious mastics in the adjacent tenant spaces. Their preliminary lab results came out yesterday and most of these samples were also contaminated with asbestos. Their final report is not out yet, so it is not attached.

Based on the lab results, Wharton-Smith has prepared the attached cost estimate to abate all of the asbestos contaminated materials in West End Plaza that ECS found. This work was not known and therefore not included in the bid and/or current contract. This is additional work and they are entitled to additional funding to perform it. This cost estimate and explanation are presented to the County Commission for consideration. With your approval, it will be added to Wharton-Smith's contract via a change order.

If you have any question, feel free to call me at (704) 906-5343.

Sincerely,
Tim Cohen
Construction Contract Administrator
ADW Architects

Cc: Don Bringle, Aaron Church and Craig Powers – Rowan County
Bob Lauer, Phillip Steele and Jonathan Koricke – ADW Architects
Scott Whelchel, Matt Weekley and Ron Wagoner – Wharton-Smith

suite 500
2815 coliseum centre drive
charlotte, north carolina 28217
t] 704.379.1919
f] 704.379.1920
www.adwarchitects.com

HAZARDOUS MATERIAL SURVEY

WEST END PLAZA AGRICULTURAL CENTER

1935 JAKE ALEXANDER BOULEVARD
SALISBURY, NORTH CAROLINA 28147

ECS PROJECT NO. 49:20202

FOR: ROWAN COUNTY

MAY 24, 2023

May 24, 2023

Mr. Aaron Church
Rowan County
130 West Innes Street
Salisbury, North Carolina 28144
aaron.church@rowancountync.gov

ECS Project No. 49:20202

Reference: Hazardous Material Survey, West End Plaza Agricultural Center, 1935 Jake Alexander Boulevard, Salisbury, North Carolina

Dear Mr. Church:

ECS Southeast, LLP (ECS) is pleased to provide Rowan County with the results of the above referenced Hazardous Material Survey performed at the West End Plaza Agricultural Center located at 1935 Jake Alexander Boulevard in Salisbury, North Carolina. This report summarizes our observations, analytical results, findings, and recommendations related to the work performed. The work described in this report was performed by ECS in general accordance with the Scope of Services described in ECS Proposal Number 49:37123P and the terms and conditions of the agreement authorizing those services.

ECS appreciates this opportunity to provide Rowan County with our services. If we can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

ECS Southeast, LLP

Alex Sayre, CIEC
Environmental Senior Project Manager
asayre@ecslimited.com
704-525-5152

Lindsey Thompson, REM
Environmental Principal
lthompson@ecslimited.com
864-345-0809

EXECUTIVE SUMMARY

We understand the property consists of a shopping mall located at 1935 Jake Alexander Boulevard in Salisbury, Rowan County, North Carolina. Based on information available, the project area that is proposed for demolition and renovation and the subject site consists of northwestern portions of the mall including: the former Belk building, future agricultural center office, the adjoining concourse, as well as a vacant commercial space and occupied Dollar Tree tenant space for an approximate 145,000 total project square feet. ECS understands the building was constructed in 1985 and is currently partially occupied.

The limited asbestos survey was performed by Mr. Alex Sayre and Mr. John O'Neil asbestos inspectors who have received EPA accredited training and are licensed by North Carolina (NC Accreditation No. 12887 and 13320). Samples of suspect asbestos containing materials (ACMs) were collected utilizing hand tools and placed into individual, labeled plastic bags. Unique bulk suspect ACM samples were submitted to SAI Analytical in Greensboro, North Carolina for analysis via Polarized Light Microscopy (PLM) in accordance with current EPA-600 methodology.

SAI Analytical submitted a signed final laboratory report to ECS on May 11, 2023. In total, 152 bulk samples from 69 homogeneous areas were submitted to the laboratory of which 199 layers were analyzed. Three of the bulk samples submitted for analysis were reported to contain asbestos in detectable concentrations. These materials are summarized below.

- Black puck mastic behind changing room and column mirrors;
- Black mastic under ceramic and carpet in Suite B-3; and,
- Black caulking around storefront doors and windows at the main entrance adjacent to the fountain.

The executive summary is an integral portion of this report, however, ECS recommends the report be read in its entirety.

TABLE OF CONTENTS

PAGE

1.0 SITE DESCRIPTION 1

2.0 PURPOSE 1

3.0 METHODOLOGY 1

3.1 Asbestos-Containing Materials 1

4.0 RESULTS 2

4.1 Asbestos-Containing Materials 2

4.2 Suspect or Assumed Asbestos-Containing Materials 3

4.3 Universal Waste and Liquid Suspect PCB-Containing Equipment 3

4.3.1 Suspect Polychlorinated Biphenyl (PCB) Containing Ballasts and Equipment 3

4.3.2 Mercury-Containing Components 3

5.0 RECOMMENDATIONS AND REGULATORY REQUIREMENTS 4

5.1 Asbestos-Containing Materials 4

5.2 Universal Waste and Liquid PCBs in Equipment 4

6.0 LIMITATIONS 5

TABLE OF APPENDICES

Appendix I: Figures

Appendix II: Site Photographs

Appendix III: Asbestos Bulk Sample Results

Appendix IV: Certifications/Licenses

1.0 SITE DESCRIPTION

We understand the property consists of a shopping mall located at 1935 Jake Alexander Boulevard in Salisbury, Rowan County, North Carolina. Based on information available, the project area that is proposed for demolition and renovation consists of northwestern portions of the mall including the former Belk building, future agricultural center office, the adjoining concourse, as well as a vacant commercial space and occupied Dollar Tree tenant space for an approximate 145,000 total project square feet. ECS understands the building was constructed in 1985 and is partially currently occupied. Please note that no roof sampling was conducted as part of this survey.

2.0 PURPOSE

The purpose of the Hazardous Material Survey was to identify asbestos-containing materials (ACMs) which may require special handling and/or disposal if removed during construction activities. The identification of ACMs may require trained labor, regulated work practices, and special disposal.

3.0 METHODOLOGY

ECS performed the authorized Scope of Services in general accordance with our proposal, standard industry practice(s) and methods specified by regulation(s) for the identification of ACMs.

3.1 Asbestos-Containing Materials

The limited asbestos survey was performed by Mr. Alex Sayre and Mr. John O'Neil asbestos inspectors who have received EPA accredited training and are licensed by North Carolina (NC Accreditation No. 12887 and 13320). Samples of suspect ACMs were collected utilizing hand tools and placed into individual, labeled plastic bags. Unique bulk suspect ACM samples were submitted to SAI Analytical in Greensboro, North Carolina for analysis via Polarized Light Microscopy (PLM) in accordance with current EPA-600 methodology. Materials consisting of additional layers were analyzed separately. SAI Analytical is listed as an accredited laboratory by the National Voluntary Laboratory Accreditation Plan (NVLAP) managed by the National Institute of Standards and Technology (NIST) for bulk sample analysis by currently approved EPA methodology by PLM.

During the survey, ECS attempted to identify suspect ACMs in readily accessible areas. However, due to the destructive means required to identify some materials, certain areas were deemed inaccessible (i.e. behind walls or sub grade materials) and were not surveyed for suspect ACMs. Unidentified suspect ACMs may be located in these and/or other inaccessible areas.

Samples were collected in general accordance with EPA Standard 40 CFR 763 Subpart E, Asbestos Hazard Emergency Response Act (AHERA) and OSHA Standard 29 CFR 1926.1101 Inspection Protocol. Multiple samples of each unique material were submitted. Samples were analyzed using “Positive Stop” methodology. If one sample of a homogeneous material is reported to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos the entire quantity of that material contains asbestos, regardless of additional analysis.

4.0 RESULTS

The following is a summary of laboratory results, findings and observations.

4.1 Asbestos-Containing Materials

An Asbestos-Containing Material (ACM) is defined as any material containing more than one percent (>1%) asbestos as determined using the method specified in Appendix E, Subpart E, 40 CFR Part 763, Section 1, PLM. Materials are categorized by the U.S. EPA in the following categories:

- Friable ACMs are defined as any ACM that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. Non-friable ACMs are defined as any ACM that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
- Category I non-friable ACM are listed as following: packings, gaskets, resilient floor coverings, and asphalt roofing products containing more than one percent (>1%) asbestos.
- Category II non-friable ACM are listed as any material, excluding Category I non-friable ACM, containing more than one percent (>1%) asbestos.

Regulated Asbestos Containing Materials (RACM) are friable ACM or non-friable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading or has crumbled, been pulverized, or reduced to powder in the course of renovation and/or demolition operations.

SAI Analytical submitted a signed final laboratory report to ECS on May 11, 2023. In total, 152 bulk samples from 69 homogeneous areas were submitted to the laboratory of which 199 layers were analyzed. Two of the bulk samples submitted for analysis were reported to contain asbestos in detectable concentrations. These materials are summarized below. A complete list of the sampled materials submitted for analysis and sample locations are located in the Appendix of this report. Additional details regarding the overall locations of the materials identified as asbestos-containing are provided further in the report. Photographs of collected samples reported as asbestos-containing are also located in the Appendix of this report.

Summary of Asbestos-Containing Materials Identified

Sample ID	Location	Material Description	Analytical Results	Category	Estimated Quantity
18-01,02	Belk's Mirrors	Black mastic pucks	10% Chrysotile	CAT II	25 Mirros
24-01,02	B-3 Tenant Suite Flooring	Black mastic under leveling compound and ceramic tile	3% Chrysotile	CAT I	2,000 Square Feet
68-01,02	Main Entrance	Black caulk	5% Chrysotile	CAT II	45 Linear Feet

4.2 Suspect or Assumed Asbestos-Containing Materials

Due to the inaccessibility or the destructive means that asbestos sampling requires, additional suspect ACMs may remain within the building hidden behind inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, sub-grade sealants, flooring located below underlayments, areas behind exterior walls, pipe trenches, and subsurface utilities, etc. These areas were deemed inaccessible and were not assessed.

If these materials are discovered during construction activities, they should be presumed to contain asbestos and be treated as ACMs or be sampled immediately upon discovery and prior to disturbance for asbestos content by a certified asbestos inspector in accordance with 29 CFR 1926.1101.

Based upon our past experience in the identification of ACMs in similarly constructed buildings, the following additional suspect ACMs may also be located in inaccessible areas of the structure:

- Wall chases; and,
- Below concrete slabs.

4.3 Universal Waste and Liquid Suspect PCB-Containing Equipment

The disposal of fixtures and equipment in buildings which contain various substances such as mercury or lead are regulated by local, state, and federal regulation. Collectively most mercury-containing materials and batteries which may contain lead, along with stored pesticides are classified as "Universal Waste". The disposal of lamp ballasts and electrical transformers which contain suspect PCB-containing oils is also regulated at the state and federal level.

4.3.1 Suspect Polychlorinated Biphenyl (PCB) Containing Ballasts and Equipment

Polychlorinated biphenyls (PCBs) are toxic coolants or lubricating oils used in some electrical transformers and capacitors, hydraulically-operated equipment, light ballasts, and other similar equipment.

As part of our survey, ECS attempted to identify potential liquid PCB containing materials and equipment. At the time of the Hazardous Material Survey, ECS visually observed several of the fluorescent light ballasts in accessible areas of the structure in an attempt to identify labeling indicating the presence/absence of PCB containing fluids. Non-PCB labels were observed or accessible on the ballasts surveyed.

4.3.2 Mercury-Containing Components

The EPA classifies mercury as both hazardous and toxic. The survey included observations for equipment which could contain mercury, such as thermostats, transformers, fluorescent lamps, and switch-containing devices. Mercury bulbs were observed in fluorescent light fixtures throughout the site.

As previously discussed, fluorescent lamps were observed. The fluorescent lamps may contain small quantities of mercury. Additionally, exterior pole mounted spot lights should be assumed to contain mercury lamps.

5.0 RECOMMENDATIONS AND REGULATORY REQUIREMENTS

Based on our understanding of the purpose of the Hazardous Material Survey, the results of laboratory analysis, and our findings and observations, ECS presents the following recommendations.

5.1 Asbestos-Containing Materials

ECS recommends where a material type has been identified as asbestos-containing that other materials with similar color, texture, age and size throughout the building's interior and exterior be assumed to contain asbestos. ECS recommends, that ACMs are properly removed prior to disturbance by demolition activities. Please refer to Section 4.1 for a complete list of building materials that were reported positive for asbestos and to Section 4.2 for materials that were assumed to contain asbestos.

If ACMs are to be removed, it is recommended that an industrial hygienist monitor the project. This involves collecting air samples from within and outside abatement work areas to monitor the asbestos abatement contractor's work practices over the course of the project. The industrial hygienist should evaluate if the asbestos abatement work is in accordance with project specifications, U.S. EPA regulation 40 CFR Part 61-National Emission Standards for Hazardous Air Pollutants Subpart M: National Emission Standard for Asbestos, and U.S. Occupational Safety and Health Administration (OSHA) regulation 29 CFR 1926.1101 – Asbestos in Construction. The industrial hygienist should assess each work area to monitor the removal of ACMs. Only after the industrial hygienist has determined the identified ACMs have been removed should final clearance air samples be collected (if necessary).

Suspect ACMs not observed due to inaccessibility or not sampled due to the destructive means that sampling would require may also be encountered during construction activities. At the time of the survey, only limited destructive means were used to locate or sample suspect ACMs; therefore, additional suspect ACMs may remain within inaccessible areas that include, but are not limited to, sub-grade walls, structural members, topping slabs, exterior areas, sub-grade sealants, flooring located below underlayments, vapor barriers, pipe trenches and other subsurface utilities, etc. If additional suspect ACMs are uncovered which were not accessible during this survey, it is recommended that these materials either be assumed to contain asbestos or be sampled prior to disturbance upon discovery for asbestos content by an asbestos inspector in accordance with 29 CFR 1926.1101.

5.2 Universal Waste and Liquid PCBs in Equipment

Fluorescent lamp ballasts manufactured prior to 1979 may contain small quantities of PCBs. Additionally, regardless of "PCB labeling," ballasts produced between 1980 and 1991 may contain di-ethyl hexyl phthalate (DEHP) which is classified as a potential carcinogen by the EPA. Additionally, DEHP contamination on Superfund sites is common and responsible parties are subject to liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) should cleanup of DEHP be necessary. ECS recommends that all ballasts suspected to contain PCBs be properly recycled or disposed of in accordance with US EPA and regulations. In practice many

ballasts lacking the "No-PCBs" label have been removed from buildings as part of routine maintenance; however, inspection of each ballast by the contractor performing removal is still recommended to ensure proper disposal into the proper waste stream.

ECS recommends that fluorescent lamp tubes/bulbs suspected to contain mercury be properly recycled or disposed of in accordance with EPA and North Carolina regulations. Recycling is the most environmental friendly means of disposal for these materials. Fluorescent lamps may be disposed as universal waste if they remain unbroken during removal. If bulbs are crushed or broken prior to disposal, they are classified as hazardous waste by the EPA.

The disposal of universal waste and lamp ballasts must be performed in a manner by which the individual wastes are segregated and disposed of properly as required by federal regulations. If any of these materials are observed to be leaking or otherwise damaged prior to disposal they must be disposed of as hazardous waste in accordance with EPA regulations. Handling, packaging, labeling, and disposal of hazardous materials should be performed in accordance with EPA and Department of Transportation regulations.

Generators of universal and hazardous waste must obtain an EPA Generator ID number in order to dispose of these materials.

6.0 LIMITATIONS

The conclusions and recommendations presented within this report are based upon a reasonable level of assessment within normal bounds and standards of professional practice for a site in this particular geographic setting. ECS is not responsible or liable for the discovery and elimination of hazards that may potentially cause damage, accidents, or injuries.

The observations, conclusions, and recommendations pertaining to environmental conditions at the subject site are necessarily limited to conditions observed, and/or materials reviewed at the time this study was undertaken. No warranty, expressed or implied, is made with regard to the conclusions and recommendations presented within this report. This report is provided for the exclusive use of the client. This report is not intended to be used or relied upon in connection with other projects or by other unidentified third parties without the written consent of ECS and the client.

Our recommendations are in part based on federal, state, and local regulations and guidelines. ECS does not assume the responsibility of the person(s) in charge of the site, or otherwise undertake responsibility for reporting to any local, state, or federal public agencies, any conditions at the site that may present a potential danger to public health, safety, or the environment. Under this scope of services, ECS assumes no responsibility regarding any response actions initiated as a result of these findings. General compliance with regulations and response actions are the sole responsibility of the Client and should be conducted in accordance with local, state, and/or federal requirements.

Appendix I: Figures

Figure 1

Site Location Map
West End Plaza
1935 Jake Alexander Boulevard
Salisbury, North Carolina
ECS Project No. 20202

Source: Google Earth

Figure 2

Site Location Map
West End Plaza
1935 Jake Alexander Boulevard
Salisbury, North Carolina
ECS Project No. 20202

LEGEND

XX-XX Sample Location

▼ ACM / Lead Based

⊗ No Asbestos Detected

NOTES:

Not to scale

Samples color coded

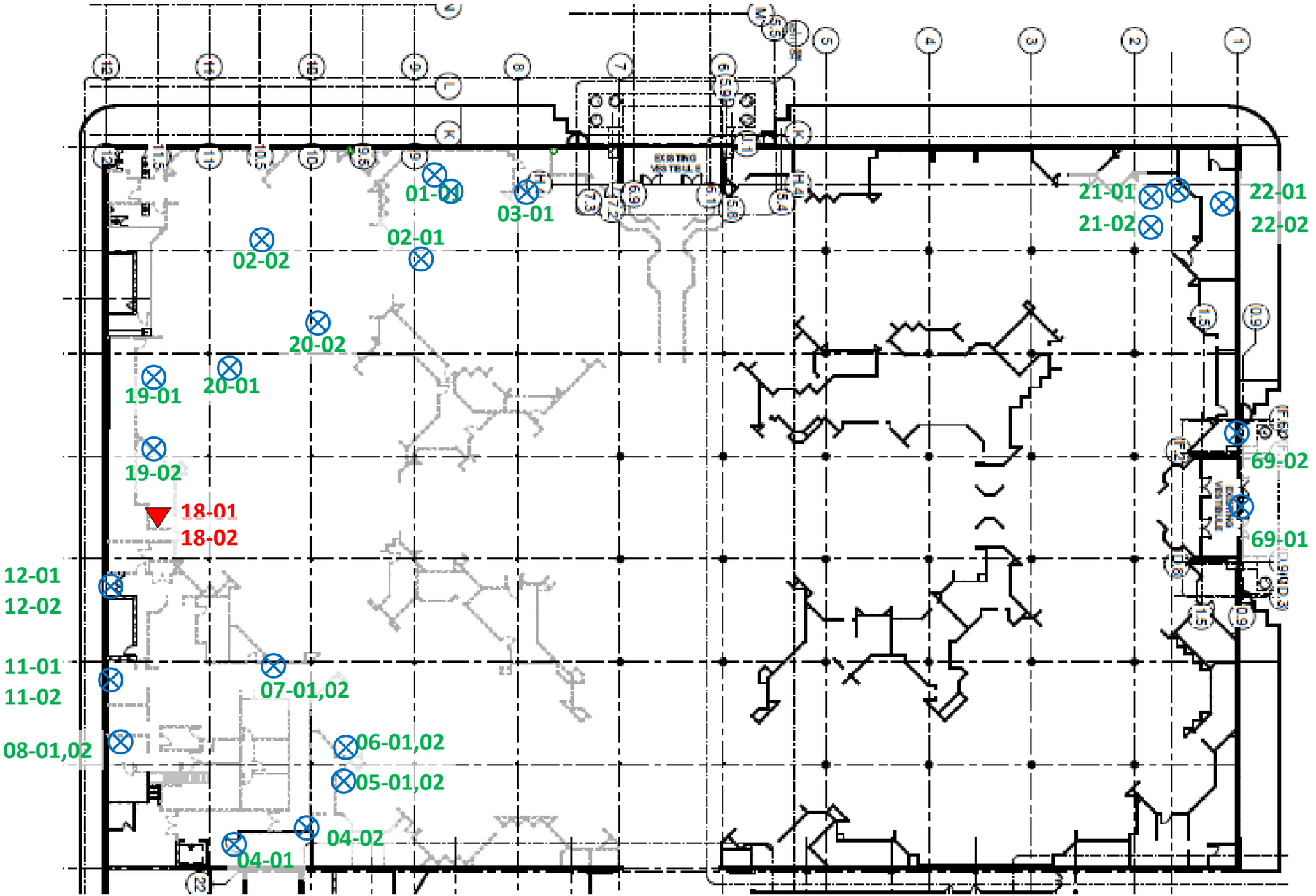


Figure 3

Site Location Map
West End Plaza
1935 Jake Alexander Boulevard
Salisbury, North Carolina
ECS Project No. 20202

LEGEND

XX-XX	Sample Location
▼	ACM / Lead Based
⊗	No Asbestos Detected

NOTES:

Not to scale

Samples color coded

ACM LEGEND
ACM Mastic

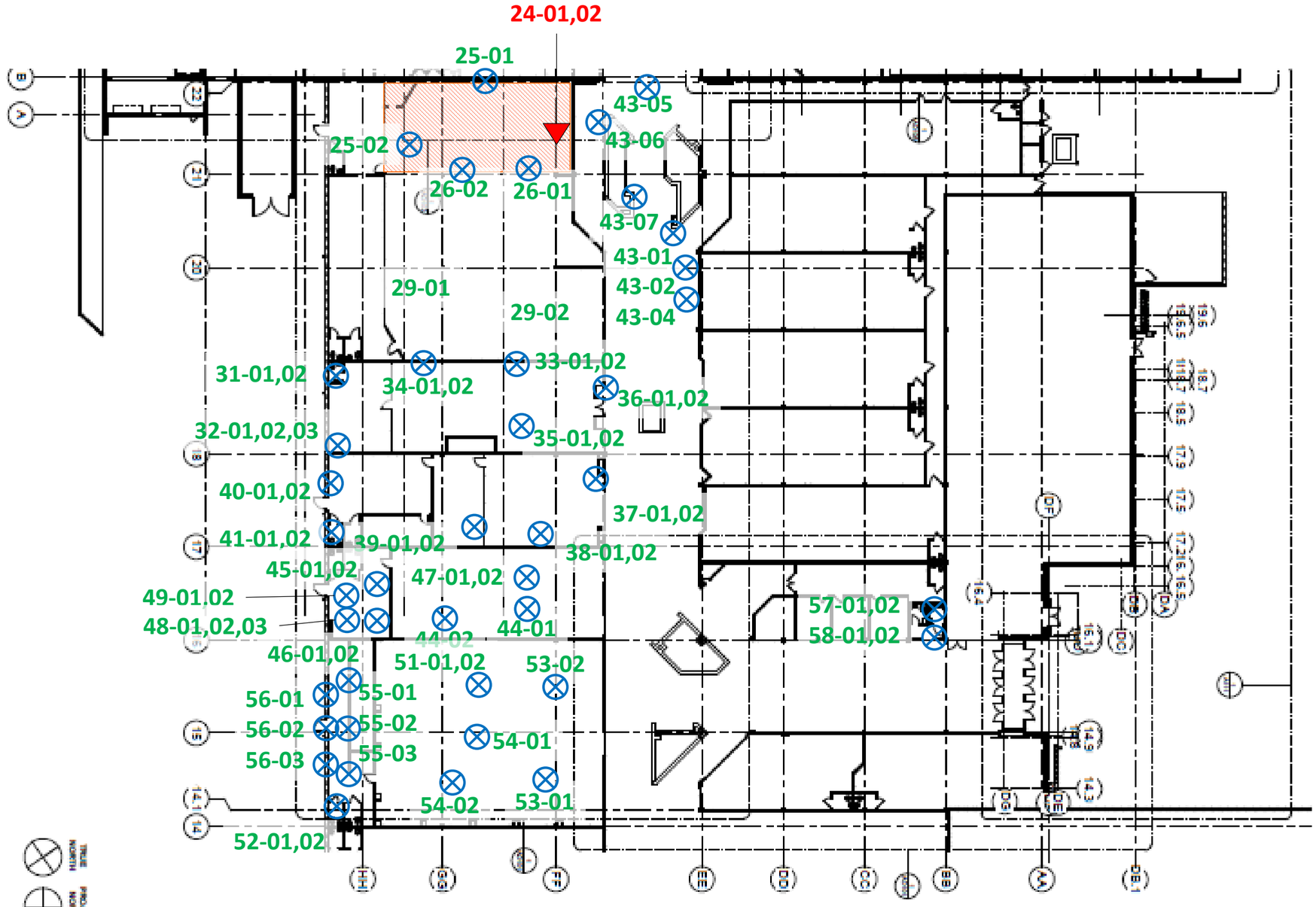


Figure 4

Site Location Map
West End Plaza
1935 Jake Alexander Boulevard
Salisbury, North Carolina
ECS Project No. 20202

LEGEND

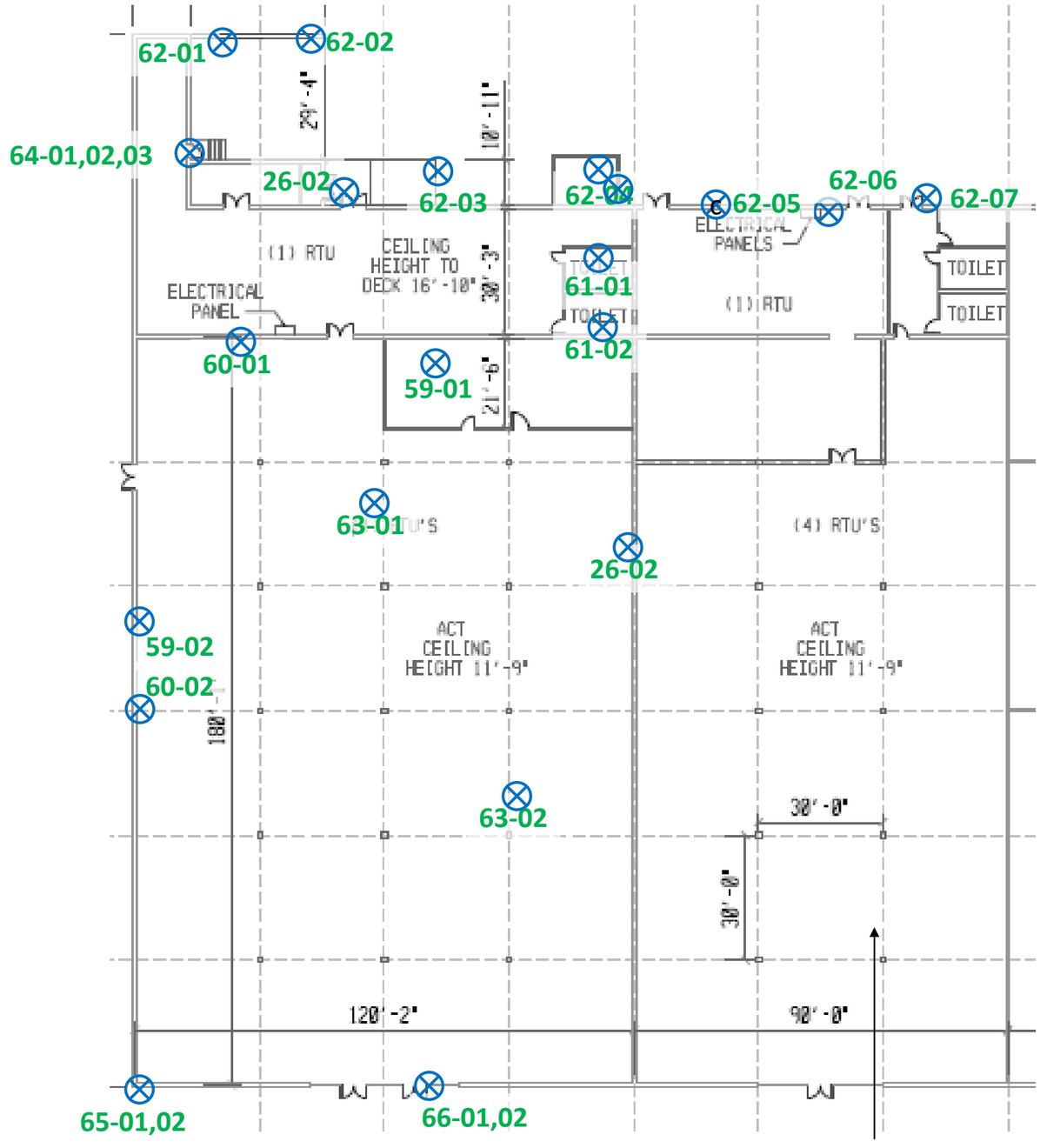
XX-XX Sample Location

⊗ No Asbestos Detected

NOTES:

Not to scale

Samples color coded



Former Big Lots

No sampling conducted in this occupied space. Materials homogenous with Former Big Lots Space

Figure 5

Site Location Map
West End Plaza
1935 Jake Alexander Boulevard
Salisbury, North Carolina
ECS Project No. 20202

LEGEND

XX-XX Sample Location

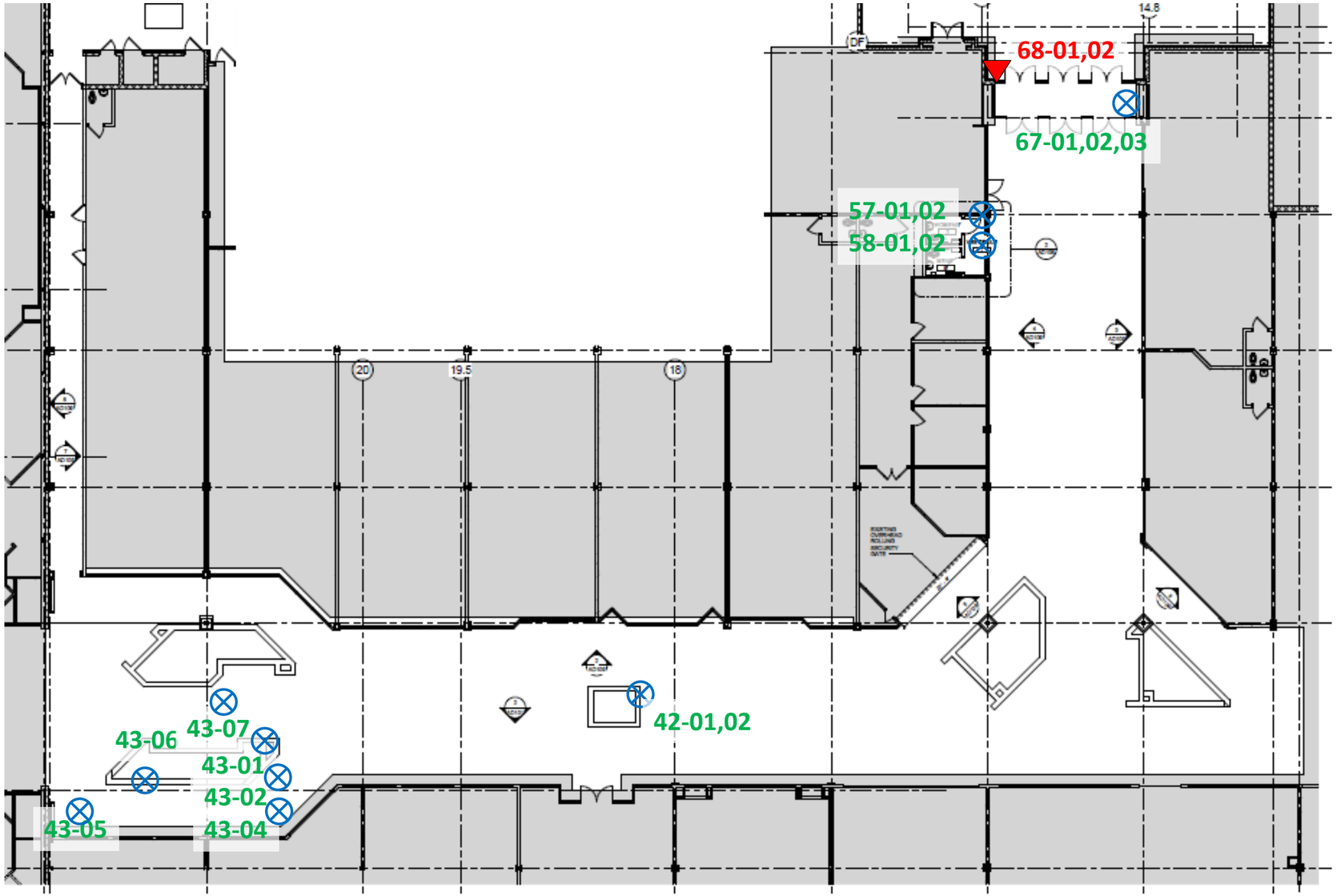
▼ ACM / Lead Based

⊗ No Asbestos Detected

NOTES:

Not to scale

Samples color coded



Appendix II: Site Photographs

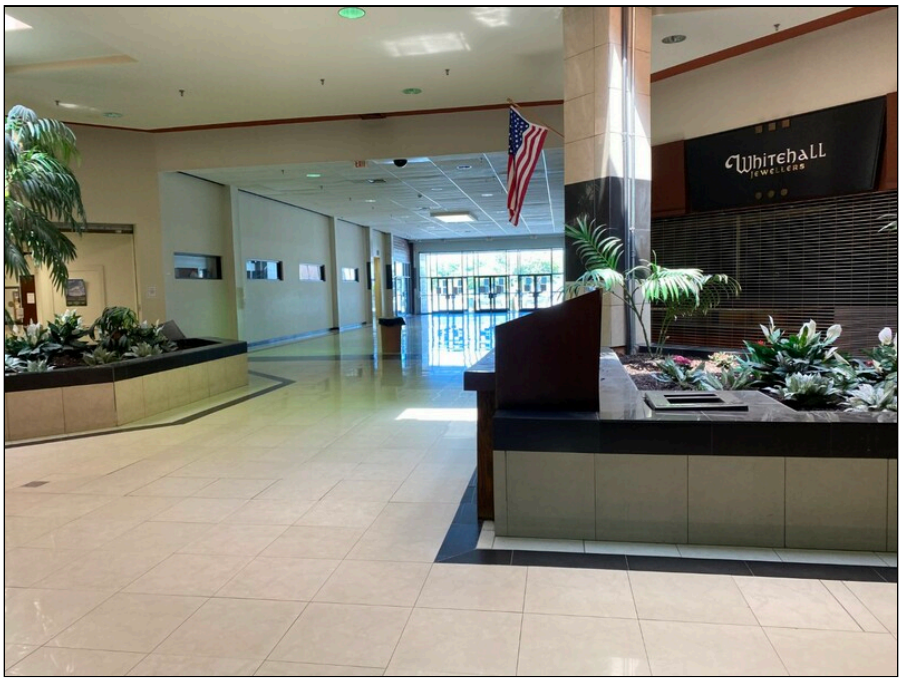
1 - View of the entrance to the old belk building.

2 - View of the interior of the belk and mirrors suspected for black mastic pucks.

3 - View of non-ACM vinyl tile and black mastic.

4 - View of flooring materials underneath ceramic.

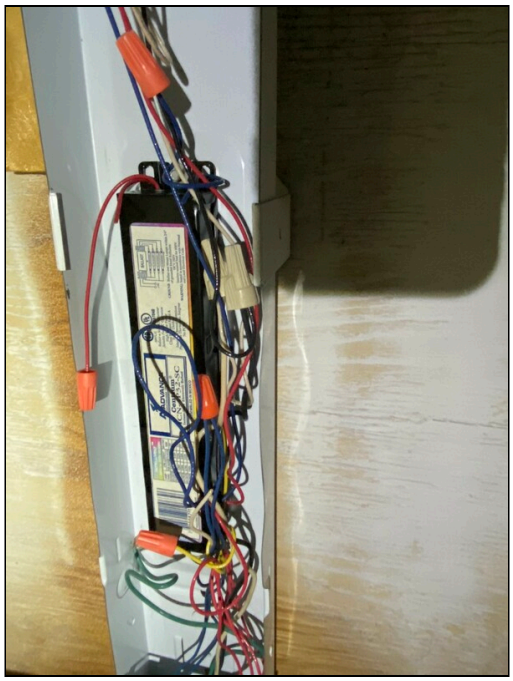
5 - View of ACM mastic underneath ceramic flooring and carpeting in Suite B-3.



6 - View of interior of the walking corridor.

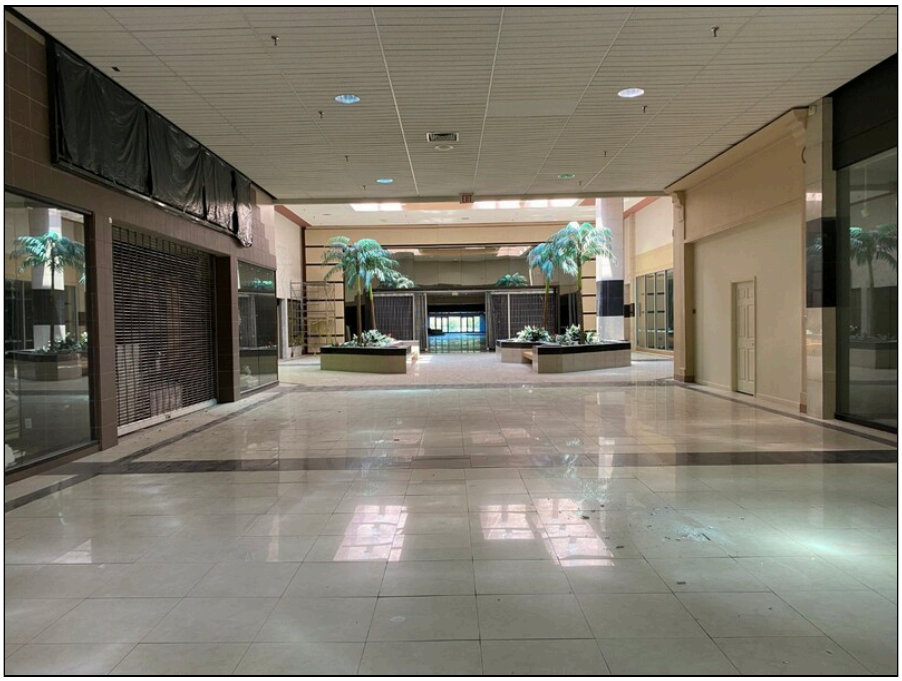
7 - View of the interior of the former Big Lots.

8 - View of the bathroom in the Big Lots.



9 - View of non-PCB containing light ballasts.

10 - View of non-PCB containing light ballasts.



11 - View of the interior corridor.

12 - View of the plenum above the corridor drop ceiling.

Appendix III: Asbestos Bulk Sample Results

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Lab ID # 173190

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
01 01	2'x4' long fissure ceiling tile, offwhite	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0001					Teased
01 02	2'x4' long fissure ceiling tile, offwhite	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0002					Teased
02 01	2'x4' pinhole fissure ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0003					Teased
02 02	2'x4' pinhole fissure ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0004					Teased
03 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0005	*drywall none detected , jointcompound none detected*				Teased, Crushed
03 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0006	*drywall none detected , jointcompound none detected*				Crushed, Teased
04 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	Tan, White Fibrous Homogeneous
10022893_0007	*drywall none detected , jointcompound none detected*				Teased, Crushed
04 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0008	*drywall none detected , jointcompound none detected*				Crushed, Teased

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Katelyn Stewart (201)

Analyst

Approved Signatory

Scientific Analytical Institute, Inc. 4604 Dundas Dr. Greensboro, NC 27407 (336) 292-3888

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
05 01 - A	12" beige mottled floor tile and mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0009	*tile*				Crushed, Dissolved
05 01 - B	12" beige mottled floor tile and mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0155	*mastic*				Dissolved
05 02 - A	12" beige mottled floor tile and mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0010	*tile*				Crushed, Dissolved
05 02 - B	12" beige mottled floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0156	*mastic*				Dissolved
06 01	leveling compound	**None Detected**		**100% Other**	Gray, Yellow Non-Fibrous Homogeneous
10022893_0011	*mastic/leveling compound*				Dissolved, Crushed
06 02	leveling compound	**None Detected**		**100% Other**	Gray, Yellow Non-Fibrous Homogeneous
10022893_0012	*mastic/leveling compound*				Crushed, Dissolved
07 01	mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0013					Dissolved
07 02	mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0014					Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Katelyn Stewart (201)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
08 01 - A	4" black cove base w/ tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0015	*cove base*				Ashed
08 01 - B	4" black cove base w/ tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0157	*mastic*				Ashed
08 02 - A	4" black cove base w/ tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0016	*cove base*				Ashed
08 02 - B	4" black cove base w/ tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0158	*mastic*				Ashed
09 01	gray hvac duct mastic	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0017					Ashed
09 02	gray hvac duct mastic	**None Detected**		**100% Other**	Gray Fibrous Homogeneous
10022893_0018					Ashed, Teased
10 01	white fiberglasss pipe wrap	**None Detected**	**50% Cellulose** **20% Fiber Glass**	**30% Other**	White Fibrous Homogeneous
10022893_0019					Teased, Ashed
10 02	white fiberglasss pipe wrap	**None Detected**	**50% Cellulose** **20% Fiber Glass**	**30% Other**	White Fibrous Homogeneous
10022893_0020					Teased, Ashed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Katelyn Stewart (201)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

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Customer: ECS Southeast, LLP
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Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
10 03	white fiberglasss pipe wrap	**None Detected**	**50% Cellulose** **20% Fiber Glass**	**30% Other**	White Fibrous Homogeneous
10022893_0021					Ashed, Teased
11 01 - A	12" black rubber floor tile	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0022	*rubber floor tile*				Ashed
11 01 - B	12" black rubber floor tile	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0159	*mastic*				Ashed
11 02 - A	12" black rubber floor tile	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0023	*rubber floor tile*				Ashed
11 02 - B	12" black rubber floor tile	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0160	*mastic*				Ashed
12 01	black mastic under floor leveler	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0024					Dissolved, Crushed
12 02	black mastic under floor leveler	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0025					Dissolved, Crushed
13 01 - A	black stairtread with tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0026	*stairtread*				Ashed

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Katelyn Stewart (201)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
13 01 - B	black stairtread with tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0161	*mastic*				Ashed
13 02 - A	black stairtread with tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0027	*stairtread*				Ashed
13 02 - B	black stairtread with tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0162	*mastic*				Ashed
14 01	white sink undercoating	**None Detected**	**10% Cellulose**	**90% Other**	White Non-Fibrous Homogeneous
10022893_0028					Dissolved
14 02	white sink undercoating	**None Detected**	**10% Cellulose**	**90% Other**	White Non-Fibrous Homogeneous
10022893_0029					Dissolved
15 01 - A	12" beige tile with black mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0030	*tile*				Dissolved, Crushed
15 01 - B	12" beige tile with black mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0163	*mastic*				Dissolved
15 02 - A	12" beige tile with black mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0031	*tile*				Dissolved, Crushed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
15 02 - B	12" beige tile with black mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0164	*mastic*				Dissolved, Crushed
16 01	8" pipe mastic	**None Detected**	**20% Cellulose**	**80% Other**	White Non-Fibrous Homogeneous
10022893_0032					Ashed
16 02	8" pipe mastic	**None Detected**	**20% Cellulose**	**80% Other**	White Non-Fibrous Homogeneous
10022893_0033					Ashed
17 01	12" pipe mastic	**None Detected**	**15% Fiber Glass**	**85% Other**	White Non-Fibrous Homogeneous
10022893_0034					Ashed
17 02	12" pipe mastic	**None Detected**	**15% Fiber Glass**	**85% Other**	White Non-Fibrous Homogeneous
10022893_0035					Ashed
18 01	Mirror mastic	**10% Chrysotile**		**90% Other**	Black Non-Fibrous Homogeneous
10022893_0036					Crushed, Dissolved
18 02	mirror mastic	**Not Analyzed**			
10022893_0037					
19 01 - A	12" stone tile and mastic	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0038	*tile*				Crushed, Dissolved

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
19 01 - B	12" stone tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0165	*mastic*				Dissolved
19 02 - A	12" stone tile and mastic	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0039	*tile*				Dissolved, Crushed
19 02 - B	12" stone tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0166	*mastic*				Dissolved
20 01 - A	ceramic grout	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0040	*tile*				Crushed
20 01 - B	ceramic grout	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0167	*grout*				Dissolved, Crushed
20 01 - C	ceramic grout	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0168	*mortar*				Dissolved
20 02 - A	ceramic grout	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0041	*tile*				Crushed
20 02 - B	ceramic grout	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0169	*grout*				Crushed, Dissolved

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
20 02 - C	ceramic grout	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0170	*mortar*				Crushed, Dissolved
21 01	Red pucks	**None Detected**		**100% Other**	Red Non-Fibrous Homogeneous
10022893_0042					Ashed
21 02	Red pucks	**None Detected**		**100% Other**	Red Non-Fibrous Homogeneous
10022893_0043					Dissolved
22 01	tan pucks	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0044					Ashed
22 02	tan pucks	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0045					Ashed
23 01 - A	black tile and tan mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0046	*mastic1*				Dissolved
23 01 - B	black tile and tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0171	*tile*				Dissolved, Crushed
23 01 - C	black tile and tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0172	*mastic 2*				Dissolved

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
23 02 - A	black tile and tan mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0047	*mastic 1*				Dissolved
23 02 - B	black tile and tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0175	*tile*				Dissolved
23 02 - C	black tile and tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0176	*mastic 2*				Dissolved
24 01	Black mastic under leveler /ceramic	**3% Chrysotile**		**97% Other**	Gray, Black Non-Fibrous Homogeneous
10022893_0048					Dissolved, Crushed
24 02	Black mastic under leveler /ceramic	**Not Analyzed**			
10022893_0049					
25 01 - A	12" beige vinyl floor tile and tan mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0050	*tile*				Crushed, Dissolved
25 01 - B	12" beige vinyl floor tile and tan mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0177	*mastic*				Dissolved
25 02 - A	12" beige vinyl floor tile and tan mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0051	*tile*				Dissolved, Crushed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
25 02 - B	12" beige vinyl floor tile and tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0178	*mastic*				Dissolved
26 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0052	*drywall none detected, joint compoundnone detected*				Teased, Crushed
26 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0053	*drywall none detected, joint compound none detected*				Teased, Crushed
27 01 - A	Tan square pattern linoleum	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0054	*linoleum*				Ashed
27 01 - B	Tan square pattern linoleum	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0179	*mastic*				Dissolved
27 02 - A	Tan square pattern linoleum	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0055	*linoleum*				Ashed
27 02 - B	Tan square pattern linoleum	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0180	*mastic*				Dissolved
28 01	leveling compound	**None Detected**		**100% Other**	White, Yellow Non-Fibrous Homogeneous
10022893_0056	*leveling compound/mastic*				Dissolved

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
28 02	leveling compound	**None Detected**		**100% Other**	White, Yellow Non-Fibrous Homogeneous
10022893_0057	*leveling compound/mastic*				Dissolved, Crushed
29 01	ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0058					Teased
29 02	ceiling tile	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Perlite** **10% Other**	White, Tan Fibrous Homogeneous
10022893_0059					Teased
30 01	mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0060					Dissolved, Crushed
30 02	mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0061					Crushed, Dissolved
31 01 - A	12" black vinyl floor tile and brown mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0062	*tile*				Crushed, Dissolved
31 01 - B	12" black vinyl floor tile and brown mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0181	*mastic*				Crushed, Dissolved
31 02 - A	12" black vinyl floor tile and brown mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0063	*tile*				Dissolved, Crushed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
31 02 - B	12" black vinyl floor tile and brown mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0182	*mastic*				Dissolved
32 01	masonry block filler	**None Detected**		**100% Other**	White, Gray Non-Fibrous Homogeneous
10022893_0064					Dissolved, Crushed
32 02	masonry block filler	**None Detected**		**100% Other**	Gray, White Non-Fibrous Homogeneous
10022893_0065					Dissolved
32 03	masonry block filler	**None Detected**		**100% Other**	Gray, White Non-Fibrous Homogeneous
10022893_0066					Crushed, Dissolved
33 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0067	*drywall none detected, joint compound none detected*				Teased, Crushed
33 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0068	*drywall none detected, joint compound none detected*				Crushed, Teased
34 01 - A	Black cove base	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0069	*cove base*				Ashed
34 01 - B	Black cove base	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0183	*mastic*				Ashed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
34 02 - A	Black cove base	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0070	*cove base*				Ashed
34 02 - B	Black cove base	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0184	*mastic*				Ashed
35 01	2'x4' ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0071					Teased
35 02	2'x4' ceiling tile	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0072					Teased
36 01	2'x4' ceiling tile with fissures and slats	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0073					Teased
36 02	2'x4' ceiling tile with fissures and slats	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0074					Teased
37 01	2'x2' rough textured ceiling tile	**None Detected**	**80% Fiber Glass**	**20% Other**	White, Gray Fibrous Homogeneous
10022893_0075					Teased
37 02	2'x2' rough textured ceiling tile	**None Detected**	**80% Fiber Glass**	**20% Other**	Gray, White Fibrous Homogeneous
10022893_0076					Teased

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
38 01	Leveling compound carpet mastic	**None Detected**		**100% Other**	Yellow, Gray Non-Fibrous Homogeneous
10022893_0077					Dissolved, Crushed
38 02	Leveling compound carpet mastic	**None Detected**		**100% Other**	Gray, Yellow Non-Fibrous Homogeneous
10022893_0078					Crushed, Dissolved
38 03		**None Detected**		**100% Other**	Yellow, Gray Non-Fibrous Homogeneous
10022893_0200	*extra sample; not on coc*				Dissolved, Crushed
39 01 - A	4" cove base and tan mastic	**None Detected**		**100% Other**	Yellow, Gray Non-Fibrous Homogeneous
10022893_0079	*cove base*				Dissolved, Crushed
39 01 - B	4" cove base and tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0185	*mastic*				Ashed
39 02 - A	4" cove base and tan mastic	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0080	*cove base*				Ashed
39 02 - B	4" cove base and tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0186	*mastic*				Ashed
40 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White Fibrous Homogeneous
10022893_0081	*drywall none detected, joint compound none detected*				Crushed, Teased

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Katelyn Stewart (201)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Lab ID # 173190

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
40 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0082	*drywall none detecte, joint compound none detected*				Teased, Crushed
41 01 - A	12"x12" brown floor tile with tan mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0083	*tile*				Crushed, Dissolved
41 01 - B	12"x12" brown floor tile with tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0187	*mastic*				Dissolved
41 02 - A	12"x12" brown floor tile with tan mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0084	*tile*				Dissolved
41 02 - B	12"x12" brown floor tile with tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0188	*mastic*				Dissolved
42 01	vapor barrier, black	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0085					Crushed, Dissolved
42 02	vapor barrier, black	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0086					Dissolved, Crushed
43 01	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0087					Crushed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
43 02	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0088					Crushed
43 03	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0089					Crushed
43 04	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0090					Crushed
43 05	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0091					Crushed
43 06	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0092					Crushed
43 07	popcorn ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0093					Crushed
44 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0094	*joint compound none detected,drywall none detected*				Crushed, Teased
44 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	Tan, White Fibrous Homogeneous
10022893_0095	*drywall none detected,joint compound none detected*				Crushed, Teased

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
45 01 - A	4" cove base and tan mastic	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0096	*cove base*				Ashed
45 01 - B	4" cove base and tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0189	*mastic*				Ashed
45 02 - A	4" cove base and tan mastic	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0097	*cove base*				Ashed
45 02 - B	4" cove base and tan mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0201	*mastic*				Ashed
46 01	2'x4' drop in ceiling tile	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0098					Teased
46 02	2'x4' drop in ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Perlite** **10% Other**	Tan, White Fibrous Homogeneous
10022893_0099					Teased
47 01	2'x4' pinhole fissure flat ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0100					Teased
47 02	2'x4' pinhole fissure flat ceiling tile	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0101					Teased

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
48 01	CMU wall coating	**None Detected**		**100% Other**	Gray, White Non-Fibrous Homogeneous
10022893_0102					Dissolved, Crushed
48 02	CMU wall coating	**None Detected**		**100% Other**	White, Gray Non-Fibrous Homogeneous
10022893_0103					Dissolved, Crushed
48 03		**None Detected**		**100% Other**	White, Gray Non-Fibrous Homogeneous
10022893_0202	*extra sample; not on coc*				Dissolved, Crushed
49 01 - A	12" brown, brown speck and mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0104	*tile*				Crushed, Dissolved
49 01 - B	12" brown, brown speck and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0190	*mastic*				Dissolved
49 02 - A	12" brown, brown speck and mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0105	*tile*				Dissolved, Crushed
49 02 - B	12" brown, brown speck and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0191	*mastic*				Dissolved
50 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0106	*drywall:none detect;joint compound:none detected*				Teased, Crushed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
50 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0107	*drywall:none detect;joint compound:none detected*				Teased, Crushed
51 01	mastic, carpet	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0108					Dissolved, Crushed
51 02	mastic, carpet	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0109					Crushed, Dissolved
52 01	Black marble peel and stick	**None Detected**		**100% Other**	Gray, Black Non-Fibrous Homogeneous
10022893_0110					Ashed
52 02	Black marble peel and stick	**None Detected**		**100% Other**	Gray, Black Non-Fibrous Homogeneous
10022893_0111					Ashed
53 01 - A	12" gray vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0112	*mastic 1*				Dissolved
53 01 - B	12" gray vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0192	*tile*				Dissolved, Crushed
53 01 - C	12" gray vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0193	*mastic 2*				Dissolved

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
53 02 - A	12" gray vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0113	*mastic 1*				Dissolved
53 02 - B	12" gray vinyl floor tile and mastic	**None Detected**		**100% Other**	Gray Non-Fibrous Homogeneous
10022893_0194	*tile*				Dissolved, Crushed
53 02 - C	12" gray vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0195	*mastic 2*				Dissolved
54 01	tan ceiling tile, pinhole fissure	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0114					Teased
54 02	tan ceiling tile, pinhole fissure	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	Tan, White Fibrous Homogeneous
10022893_0115					Teased
55 01	ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0116					Crushed
55 02	ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0117					Crushed
55 03	ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0118					Crushed

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Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
56 01	CMU block fill	**None Detected**		**100% Other**	White, Tan Non-Fibrous Homogeneous
10022893_0119					Dissolved, Crushed
56 02	CMU block fill	**None Detected**		**100% Other**	White, Tan Non-Fibrous Homogeneous
10022893_0120					Crushed, Dissolved
56 03	CMU block fill	**None Detected**		**100% Other**	White, Tan Non-Fibrous Homogeneous
10022893_0121					Dissolved, Crushed
57 01	2'x4' ceiling tile faux 2'x2'	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Perlite** **10% Other**	White, Tan Fibrous Homogeneous
10022893_0122					Teased
57 02	2'x4' ceiling tile faux 2'x2'	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Perlite** **10% Other**	White, Tan Fibrous Homogeneous
10022893_0123					Teased
58 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0124	*drywall:none detect;joint compound:none detected*				Crushed, Teased
58 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0125	*drywall:none detect;joint compound:none detected*				Teased, Crushed
59 01	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0126	*drywall:none detect;joint compound:none detected*				Teased, Crushed

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59 02	drywall and joint compound	**None Detected**	**10% Cellulose**	**90% Other**	White, Tan Fibrous Homogeneous
10022893_0127	*drywall:none detect;joint compound:none detected*				Crushed, Teased
60 01 - A	12" beige vinyl floor tile and mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0128	*tile*				Dissolved, Crushed
60 01 - B	12" beige vinyl floor tile and mastic	**None Detected**		**100% Other**	Tan Non-Fibrous Homogeneous
10022893_0196	*mastic/leveling compound*				Dissolved, Crushed
60 02 - A	12" beige vinyl floor tile and mastic	**None Detected**		**100% Other**	Beige Non-Fibrous Homogeneous
10022893_0129	*tile*				Dissolved, Crushed
60 02 - B	12" beige vinyl floor tile and mastic	**None Detected**		**100% Other**	Tan, White Non-Fibrous Homogeneous
10022893_0197	*mastic/leveling compound*				Dissolved, Crushed
61 01 - A	12" mottled vinyl floor tile and mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0130	*tile*				Dissolved, Crushed
61 01 - B	12" mottled vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0198	*mastic*				Dissolved
61 02 - A	12" mottled vinyl floor tile and mastic	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0131	*tile*				Dissolved, Crushed

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61 02 - B	12" mottled vinyl floor tile and mastic	**None Detected**		**100% Other**	Yellow Non-Fibrous Homogeneous
10022893_0199	*mastic*				Dissolved
62 01	Block fill	**None Detected**		**100% Other**	Tan, White Non-Fibrous Homogeneous
10022893_0132					Crushed, Dissolved
62 02	Block fill	**None Detected**		**100% Other**	White, Tan Non-Fibrous Homogeneous
10022893_0133					Dissolved, Crushed
62 03	Block fill	**None Detected**		**100% Other**	White, Tan Non-Fibrous Homogeneous
10022893_0134					Dissolved, Crushed
62 04	Block fill	**None Detected**		**100% Other**	White, Tan Non-Fibrous Homogeneous
10022893_0135					Crushed, Dissolved
62 05	Block fill	**None Detected**		**100% Other**	Tan, White Non-Fibrous Homogeneous
10022893_0136					Crushed, Dissolved
62 06	Block fill	**None Detected**		**100% Other**	Tan, White Non-Fibrous Homogeneous
10022893_0137					Crushed, Dissolved
62 07	Block fill	**None Detected**		**100% Other**	Tan, White Non-Fibrous Homogeneous
10022893_0138					Dissolved, Crushed

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Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
63 01	2'x4' pinhole fissure ceiling tile	**None Detected**	**40% Cellulose** **40% Fiber Glass**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0139					Teased
63 02	2'x4' pinhole fissure ceiling tile	**None Detected**	**40% Fiber Glass** **40% Cellulose**	**10% Other** **10% Perlite**	White, Tan Fibrous Homogeneous
10022893_0140					Teased
64 01	fiberglass TSI	**None Detected**	**50% Cellulose** **30% Fiber Glass**	**20% Other**	White, Yellow Fibrous Homogeneous
10022893_0141					Ashed, Teased
64 02	fiberglass TSI	**None Detected**	**50% Cellulose** **30% Fiber Glass**	**20% Other**	White, Yellow Fibrous Homogeneous
10022893_0142					Ashed, Teased
64 03	fiberglass TSI	**None Detected**	**50% Cellulose** **30% Fiber Glass**	**20% Other**	White, Yellow Fibrous Homogeneous
10022893_0143					Teased, Ashed
65 01	EIFS	**None Detected**	**20% Fiber Glass**	**80% Other**	Gray, White Fibrous Homogeneous
10022893_0144					Dissolved, Crushed
65 02	EIFS	**None Detected**	**20% Fiber Glass**	**80% Other**	Gray, White Fibrous Homogeneous
10022893_0145					Crushed, Dissolved
65 03		**None Detected**	**20% Fiber Glass**	**80% Other**	Gray, White Fibrous Homogeneous
10022893_0203	*extra sample; not on coc*				Dissolved, Crushed

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Katelyn Stewart (201)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID / *Lab Sample ID*	Description / *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes / Treatment
66 01	Caulk	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0146					Ashed
66 02	caulk	**None Detected**		**100% Other**	Brown Non-Fibrous Homogeneous
10022893_0147					Ashed
67 01	ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0148					Crushed
67 02	ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0149					Crushed
67 03	ceiling texture	**None Detected**		**100% Other**	White Non-Fibrous Homogeneous
10022893_0150					Crushed
68 01	black caulk	**5% Chrysotile**		**95% Other**	Black Non-Fibrous Homogeneous
10022893_0151					Ashed
68 02	black caulk	**Not Analyzed**			
10022893_0152					
69 01	black caulk belk	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0153					Crushed, Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Katelyn Stewart (201)

Analyst

Approved Signatory

Bulk Asbestos Analysis

By Polarized Light Microscopy
EPA Method: 600/R-93/116 and
40 CFR, Part 763, Subpart E, App.E

NVLAP LAB CODE 200664-0

Lab ID # 173190

Customer: ECS Southeast, LLP
1812-D Center Park Drive
Charlotte, NC 28217

Attn: Alex Sayre

Project: 20202- west end plaza

Lab Order ID: **10022893**
Analysis: PLM
Date Received: 05/08/2023
Date Reported: 05/11/2023

Sample ID *Lab Sample ID*	Description *Lab Notes*	Asbestos	Fibrous Components	Non-Fibrous Components	Attributes Treatment
69 02	black caulk belk	**None Detected**		**100% Other**	Black Non-Fibrous Homogeneous
10022893_0154					Crushed, Dissolved

Disclaimer: Due to the nature of the EPA 600 method, asbestos may not be detected in samples containing low levels of asbestos. We strongly recommend that analysis of floor tiles, vermiculite, and/or heterogenous soil samples be conducted by TEM for confirmation of "None Detected" by PLM. This report relates only to the samples tested and may not be reproduced, except in full, without the written approval of SAI. This report may not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. government. Analytical uncertainty available upon request. Scientific Analytical Institute participates in the NVLAP Proficiency Testing program. Unless otherwise noted blank sample correction was not performed. Estimated MDL is 0.1%.

Katelyn Stewart (201)

Analyst

Approved Signatory

10022893

Client:	ECS Southeast LLP	***Instructions:**	
Contact:	Alex M. Sayre	*Use Column "B" for your contact info*	
Address:	1812 Center Park Drive Charlotte NC 28217		
Phone:	704-525-5152	*To See an Example Click the bottom Example Tab.*	
Fax:			
Email:	asayre@ecslimited.com		
cc:		***Enter samples between "<<" and ">>"***	
Project:	20202 - west end plaza	***Begin Samples with a "<< "above the first sample and end with a ">>" below the last sample.***	
Client Notes:		*Only Enter your data on the first sheet "Sheet1"*	
Date Sampled:	5.5.23		
P.O. #.	20202 - west end plaza	*Note: Data 1 and Data 2 are optional fields that do not show up on the official report, however they will be included in the electronic data returned to you to facilitate your reintegration of the report data.*	
Date Submitted:			
Analysis:	PLM Bulk w/ Positive Stop		
TurnAroundTime:	3-day		

Scientific Analytical Institute

4604 Dundas Drive
Greensboro, NC 27407
Phone: 336.292.3888
Fax: 336.292.3313
Email: lab@sailab.com

Sample Number	Notes	Sample Description	Data 2
<<			
01 01		2'x4' long fissure ceiling tile, offwhite	
01 02		2'x4' long fissure ceiling tile, offwhite	
02 01		2'x4' pinhole fissure ceiling tile	
02 02		2'x4' pinhole fissure ceiling tile	
03 01		drywall and joint compound	
03 02		drywall and joint compound	
04 01		drywall and joint compound	
04 02		drywall and joint compound	
05 01		12" beige mottled floor tile and mastic	
05 02		12" beige mottled floor tile and mastic	
06 01		leveling compound	
06 02		leveling compound	
07 01		mastic	
07 02		mastic	
08 01		4" black cove base w/ tan mastic	
08 02		4" black cove base w/ tan mastic	
09 01		gray hvac duct mastic	
09 02		gray hvac duct mastic	
10 01		white fiberglasss pipe wrap	
10 02		white fiberglasss pipe wrap	
10 03		white fiberglasss pipe wrap	
11 01		12" black rubber floor tile	
11 02		12" black rubber floor tile	
12 01		black mastic under floor leveler	
12 02		black mastic under floor leveler	
13 01		black stairhead with tan mastic	
13 02		black stairhead with tan mastic	
14 01		white sink undercoating	
14 02		white sink undercoating	
15 01		12" beige tile with black mastic	
15 02		12" beige tile with black mastic	
16 01		8" pipe mastic	
16 02		8" pipe mastic	
17 01		12" pipe mastic	
17 02		12" pipe mastic	
18 01		Mirror mastic	
18 02		mirror mastic	
19 01		12" stone tile and mastic	
19 02		12" stone tile and mastic	
20 01		ceramic grout	
20 02		ceramic grout	
21 01		Red pucks	
21 02		Red pucks	
22 01		tan pucks	
22 02		tan pucks	
23 01		black tile and tan mastic	
23 02		black tile and tan mastic	
24 01		Black mastic under leveler /ceramic	
24 02		Black mastic under leveler /ceramic	

Accepted ☑

Rejected ☐

5/8 10:30A

Received By

Alex M. Sayre

25 01		12" beige vinyl floor tile and tan mastic
25 02		12" beige vinyl floor tile and tan mastic
26 01		drywall and joint compound
26 02		drywall and joint compound
27 01		Tan square pattern linoleum
27 02		Tan square pattern linoleum
28 01		leveling compound
28 02		leveling compound
29 01		ceiling tile
29 02		ceiling tile
30 01		mastic
30 02		mastic
31 01		12" black vinyl floor tile and brown mastic
31 02		12" black vinyl floor tile and brown mastic
32 01		masonry block filler
32 02		masonry block filler
32 03		masonry block filler
33 01		drywall and joint compound
33 02		drywall and joint compound
34 01		Black cove base
34 02		Black cove base
35 01		2'x4' ceiling tile
35 02		2'x4' ceiling tile
36 01		2'x4' ceiling tile with fissures and slats
36 02		2'x4' ceiling tile with fissures and slats
37 01		2'x2' rough textured ceiling tile
37 02		2'x2' rough textured ceiling tile
38 01		Leveling compound carpet mastic
38 02		Leveling compound carpet mastic
39 01		4" cove base and tan mastic
39 02		4" cove base and tan mastic
40 01		drywall and joint compound
40 02		drywall and joint compound
41 01		12"x12" brown floor tile with tan mastic
41 02		12"x12" brown floor tile with tan mastic
42 01		vapor barrier, black
42 02		vapor barrier, black
43 01		popcorn ceiling texture
43 02		popcorn ceiling texture
43 03		popcorn ceiling texture
43 04		popcorn ceiling texture
43 05		popcorn ceiling texture
43 06		popcorn ceiling texture
43 07		popcorn ceiling texture
44 01		drywall and joint compound
44 02		drywall and joint compound
45 01		4" cove base and tan mastic
45 02		4" cove base and tan mastic
46 01		2'x4' drop in ceiling tile
46 02		2'x4' drop in ceiling tile
47 01		2'x4' pinhole fissure flat ceiling tile
47 02		2'x4' pinhole fissure flat ceiling tile
48 01		CMU wall coating
48 02		CMU wall coating
49 01		12" brown, brown speck and mastic
49 02		12" brown, brown speck and mastic
50 01		drywall and joint compound
50 02		drywall and joint compound
51 01		mastic, carpet
51 02		mastic, carpet
52 01		Black marble peel and stick
52 02		Black marble peel and stick
53 01		12" gray vinyl floor tile and mastic
53 02		12" gray vinyl floor tile and mastic
54 01		tan ceiling tile, pinhole fissure
54 02		tan ceiling tile, pinhole fissure
55 01		ceiling texture
55 02		ceiling texture
55 03		ceiling texture
56 01		CMU block fill

Received By

Alex M. Sayre

56 02		CMU block fi
56 03		CMU block fi
57 01		2'x4' ceiling ile faux 2'x2'
57 02		2'x4' ceiling ile faux 2'x2'
58 01		drywall and j int compound
58 02		drywall and j int compound
59 01		drywall and j int compound
59 02		drywall and j int compound
60 01		12" beige vin l floor tile and mastic
60 02		12" beige vin l floor tile and mastic
61 01		12" mottled v nyl floor tile and mastic
61 02		12" mottled v nyl floor tile and mastic
62 01		Block fill
62 02		Block fill
62 03		Block fill
62 04		Block fill
62 05		Block fill
62 06		Block fill
62 07		Block fill
63 01		2'x4' pinhole issure ceiling tile
63 02		2'x4' pinhole issure ceiling tile
64 01		fiberglass TS
64 02		fiberglass TS
64 03		fiberglass TS
65 01		EIFS
65 02		EIFS
66 01		Caulk
66 02		caulk
67 01		ceiling texture
67 02		ceiling texture
67 03		ceiling texture
68 01		black caulk
68 02		black caulk
69 01		black caulk belk
69 02		black caulk belk
>>		

Received By

Alex M. Sayre

Appendix IV: Certifications/ Licenses

Alex M Sayre
128 Keowee Circle
Indian Trail, NC 28079

139443

North Carolina
Asbestos Accreditation

EXPIRATION			
03-31-2024			
DOB	SEX	HT	WT
12-09-1988	M	5'8"	185
CLASS		#	EXP
DESIGNER		40516	11-23
INSPECTOR		12887	03-24

North Carolina
Asbestos Accreditation

EXPIRATION			
09-30-2023			
DOB	SEX	HT	WT
12-31-1993	M	5'10"	160
CLASS		#	EXP
INSPECTOR		13320	09-23

John O'Neil
2215 Lawry Run Dr Apt 206
Charlotte, NC 28273

138516

FIXED PRICE CHANGE PROPOSAL

06/14/2023

Aaron Church
ROWAN COUNTY
130 West Innes St
Salibury, NC 28144

Re: Our Change Proposal 23-030-03 for **Additional Wall Removal On Mezzanine Not Shown On Drawings**

Project: Rowan County West End Plaza Ag Center

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we propose to change the following:

There was an additional wall discovered during the demolition phase on the 2nd floor of the old Belk Area. This was was requested to be removed as stated in ADW Field Report #4, dated June 9,2023.

Price:	**$ 1,060.00** *One Thousand Sixty Dollars and Zero Cents*
Time:	The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.
Clarification(s):	*- None.*
Expiration:	This Proposal shall remain open for 30 calendar day(s).
Attachment(s):	Schedule Of Values

Please contact me at or via e-mail rwagoner@whartonsmith.com if you have any questions or require additional information.
Regards,
Wharton-Smith, Inc.
Ron Wagoner
Senior Project Manager

ACCEPTANCE OF PROPOSAL

The Scope of Work described above supersedes any and all prior communication about this Change.
Customer Signature: _____ Date: _____
ROWAN COUNTY

SCHEDULE OF VALUES

Wharton-Smith, Inc.

Project: 23-030 - Additional Wall Removal On Mezzanine Not Shown On Drawings

Date: 06/14/2023

Document: 23-030-03

	Description of Work	Scheduled Value ($)
1	Insurance & Bond	7.00
2	OH&P	53.00
3	Subcontract	1,000.00
	Total ($)	**1,060.00**

KINGDOM DEMOLITION

P.O. Box 11290
Charlotte, NC 28220
(980) 338-0555

Change Order

Date	CO #
6/1/23	1

Attention:
Mike Love
Ron Wagoner
Wharton Smith Inc.

Rowan County West End Plaza

Terms	Job Number
Proposal	23024

Description			Amount
Demolition of mezzanine chase wall (approx. 82 LF)	2 men	1 day	$800.00
Disposal of C&D associated with wall			$75.00
Use of fork lift, fork lift operator, and hopper for disposal of C&D			$75.00
Supervision			$50.00
		Total	**$1,000.00**

HOLE
DANGER
DANGER
DANGER

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Church, County Manager
DATE: 6/19/23
SUBJECT: RFQ for High Rock Lake

Determine the feasibility of dredging portions of High Rock Lake. The feasibility study may include as determined; 1. A survey of the lake bottom to quantify existing sediment.
2. The collection an analysis of lake bottom sediment samples to identify sediment characteristics with regard to handling and reuse / disposal requirements.
3. Identify the permitting requirements and environmental impacts of dredging.
4. A engineer analysis of the costs and benefits of dredging options.

ATTACHMENTS:

Description	Upload Date	Type
RFQ - High Rock Lake	6/14/2023	Cover Memo

REQUEST FOR QUALIFICATIONS

FOR

ROWAN COUNTY

Feasibility Study- Dredging High Rock Lake
2023-032

ROWAN COUNTY

130 West Innes Street

Salisbury, NC 28144

704-216-8178

jody.farrow-bennett@rowancountync.gov

Date Issued: Thursday, June 22, 2023

Date Due: Thursday, July 20, 2023, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

Rowan County

Request for Qualifications (RFQ)

This Request for Qualifications (RFQ) is a solicitation for Statements of Qualifications (SOQ) from interested and qualified engineering and/or environmental consulting firms. Rowan County anticipates awarding a single contract with a consultant firm to perform a feasibility study for dredging portions of High Rock Lake.

Statements of Qualifications (SOQ) for the Feasibility Study – Dredging High Rock Lake request will be accepted until Thursday, July 20, 2023, at 3:00 pm ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. SOQs received after this time will not be opened. Faxed proposals will not be accepted. SOQ should be clearly marked "RFQ 2023-032 Feasibility Study- Dredging High Rock Lake" and emailed or delivered to:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144

704-216-8178

jody.farrow-bennett@rowancountync.gov

https://www.rowancountync.gov/675/Purchasing

Once the RFQ is public all questions related to the RFQ shall be directed to the Purchasing Director. Any contact related to the RFQ with County Staff and/or Board of Commissioners will be prohibited and cause for rejection. All questions shall be submitted in writing to the Purchasing Director by 5pm ET on Friday, July 7, 2023.

Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards.

Rowan County reserves the right to award and/or reject any and/or all submittals and waive any technicalities or irregularities. For complete details, consult the RFQ.

This is the 22nd day of June 2023.

Rowan County

By: Jody Farrow-Bennett
Rowan County Director of Purchasing

1. Section 1: Introduction & General Instructions

1.1. Intent of Request

The purpose of this Request for Qualification (RFQ) is to provide qualified professional consulting firms with a common, uniform set of specification to assist them in the development of their response and to provide a uniform method for the County to fairly evaluate such responses and subsequently select a firm from which to hire for the consulting portion of the project. The respondent must be licensed to do business in North Carolina.

1.2. Schedule:

Task	Date
Release RFQ	Thursday, June 22, 2023
Questions	Friday, July 7, 2023, 5pm ET
Accept Qualifications	Thursday, July 20, 2023, 3pm
Interview (if applicable)	Week of July 24, 2023
Award Contract on or after	August 7, 2023

2. Section 2: Requirement/Scope

To be considered for selection, the Consultant shall be qualified and capable of providing the following services:

1. Perform a survey of the lake bottom to quantify existing sediment.
2. The collection and analysis of lake bottom sediment samples to identify sediment characteristics with regards to handling and reuse/disposal requirements.
3. Identification of sediment reuse/disposal options and associated costs.
4. Identify the permitting requirements and environment impacts of dredging.
5. Engineer analysis of the costs and benefits of dredging options.
6. Assist with any possible grant or funding opportunities throughout the course of the project.
7. Collaborate with the County to create a Request for Proposal (RFP) and respond to respondent inquiries.
8. Provide Project Management, oversight, and coordination services throughout the entire process.

3. Section 3: SOQ Submission Requirements

3.1. Submission and Deadline

One (1) electronic SOQ should be submitted in .pdf format using software such as Adobe, CutePDF or PDF Writer.

The address of electronic deliveries is: jody.farrow-bennett@rowancountnc.gov and address for mailings and hand-deliveries is:

Rowan County Purchasing Department
Attn: Jody Farrow-Bennett, Purchasing Director
130 West Innes Street, Suite 31
Salisbury, NC 28144
Subject: **"RFQ 2023-032 Feasibility Study- Dredging High Rock Lake"**

If the respondent prefers to send one (1) paper document, then the package shall be sealed and plainly marked "RFQ 2023-032 Feasibility Study- Dredging High Rock Lake."

SOQs received after the deadline of Thursday, July 20, 2023, at 3:00 PM ET, will not be considered.

All questions regarding this RFQ shall be submitted by 5 pm, July 6, 2023, by email to the same email address listed above.

No Contact shall be made with any Rowan County staff or elected officials once this RFQ is released to the public. Rowan County reserves the right to reject any and /or all SOQ's and to waive informalities therein.

This will not be a public opening. Once a decision has been made all respondents will receive notification.

3.2. Submission Format

To facilitate review of your SOQ by Rowan County, it is requested that your submission conform to the following format:

Coversheet – List project title ("RFQ 2023-032 Feasibility Study- Dredging High Rock Lake") the name of your firm, and the name, address, email address and telephone number of a contact person for questions concerning the proposal submitted.

Experience of the Firm – Provide a narrative of your firm's prior experience and qualifications in planning and administrative work for similar projects. Provide a list of similar projects completed within the last five (5) years. Also, please reference the experience of firm personnel in working with similar projects.

Project Team – Provide a list of the project team members that you propose to use on this project and identify the responsibility of each team member and their current office location. Provide a brief resume for each person, detailing specific similar project experience.

References – Provide the name, address, email address and telephone number of at least three (3) references familiar with the quality of work done by your firm on similar projects.

Other Supporting Data – Include any other information you feel to be relevant to the selection of your firm for this project. The entire SOQ must not exceed fifteen (15) pages, excluding the cover sheet and letter of introduction. SOQ's exceeding 15 pages will not be considered.

4. Section 4: SOQ Evaluation and Selection

4.1. General Evaluation Procedure

Criteria to be used in screening and ranking of the SOQ and selection of the successful firm are as follows:

Qualifications of the Firm, Including Firm Personnel – Preference shall be given to those firms and personnel with experience and training in planning and administration for similar projects, as outlined in this RFQ.

Availability - Preference shall be afforded to those firms, who in the opinion of Rowan County are able to adequately respond to requests for consultation meetings and meet project administration requirements.

Experience with Similar Projects – Qualifications of the Project Manager and those personnel that will be assigned to the project, including the location of their office, will be considered. Preference shall be given to project teams with specific experience in similar projects and any familiarity with the region and proposed projects, as outlined in this RFQ.

Methodology –The firm's system of methods, principles, understand of our detailed project requirements will be evaluated.

4.2. Evaluation Criteria

The evaluation criteria are intended to allow the County to evaluate specific aspects of a Respondent's experience, technical competence, and capability to perform.

The County will evaluate and rank the responsive SOQs by scoring the qualitative evaluation criteria set forth below to generate a Shortlist. The total number of points that will be used in evaluating all factors for this SOQ is 100, allocated as shown below:

1. **30% =** Experience with Similar Projects
2. **20% =** Experience with Grants or other Federal Funding opportunities.
3. **20% =** Availability
4. **15% =** Qualifications of Key Personnel
5. **10% =** Methodology
6. **5% =** References

4.3 Contract

After all the SOQ's have been reviewed, if applicable interviews completed; the firm selected will be invited to negotiate a contract with Rowan County for services to perform the requested feasibility study. Rowan County reserves the right to contract with the selected firm for all or a portion of the services described in this Request for Qualifications.

A detailed scope of work will be developed and agreed to by the Firm and Rowan before project is undertaken. This detailed scope of work and associated fees will be developed into a work

authorization and included as an attachment to the contract. The terms of the contract will not be exclusive, and the contract may be cancelled by either party for any reason at any time.

5. Section 5: General Comments

1. Any cost incurred by respondents in preparing or submitting a proposal shall be the respondents' sole responsibility.

2. All responses, inquiries or correspondence relating to this RFQ will become the property of the County.

3. The County reserves the right to reject any or all packages received or to request additional information as may be needed to determine qualifications. It is the intention of the County to negotiate contracts for services at fair and reasonable prices with what it determines to be the best qualified Consultant.

4. The County may or may not conduct interviews. If interviews are held, firms are hereby notified that the interview process will quickly follow the submittal deadline and firms should prepare their submittal and proposed team accordingly. Elaborate presentations and submittals during the interview process are not expected or requested. Each interview will last no more than two hours and will be conducted at the J. Newton Cohen, Sr. Rowan County Administration Building located at 130 West Innes Street.

5. The following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

   Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Rights to Inventions (37 C.F.R. § 401.2)Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.323); Record Retention Requirements (2 CFR § 200.324); Prohibition on Certain Telecommunications (2 C.F.R. § 200.216); and Domestic Preferences for Procurements (2 C.F.R. § 200.322)

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Amy-Lynn Albertson
DATE:	6/6/2023
SUBJECT:	Rowan County Youth Voice Representative

Nathan Croyle is NC 4H selection to represent Rowan County at the Youth Voice Summit during the NCACC annual meeting in August.
Mr Croyle will provide a short 3-minute presentation about his 4-H experiences in order to be eligible to participate in this leadership opportunity for the Youth Voice Summit.

ATTACHMENTS:

Description	Upload Date	Type
Youth Voice 2023 Flyer	6/6/2023	Cover Memo

NCACC YOUTH SUMMIT

Youth Voice 2023

4-H GROWS HERE

August 25 & 26, 2023 - Raleigh, NC

Highlights

- Learn about county government
- increase involvement in county government
- Meet with County Commissioners
- Real Colors Personality Inventory
- Bottom Line Budget Simulation
- Meeting new friends

Contact your 4-H Agent to attend.

Every year, NC 4-H partners with the North Carolina Association of County Commissioners to increase youth involvement in county government. This initiative helps youth learn more about county government as well as how to become more involved in local decision-making.

NC STATE EXTENSION

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Anna Bumgarner, Finance Director
DATE: 06/19/2023
SUBJECT: Financial Reports

Please see attached Financial Reports.

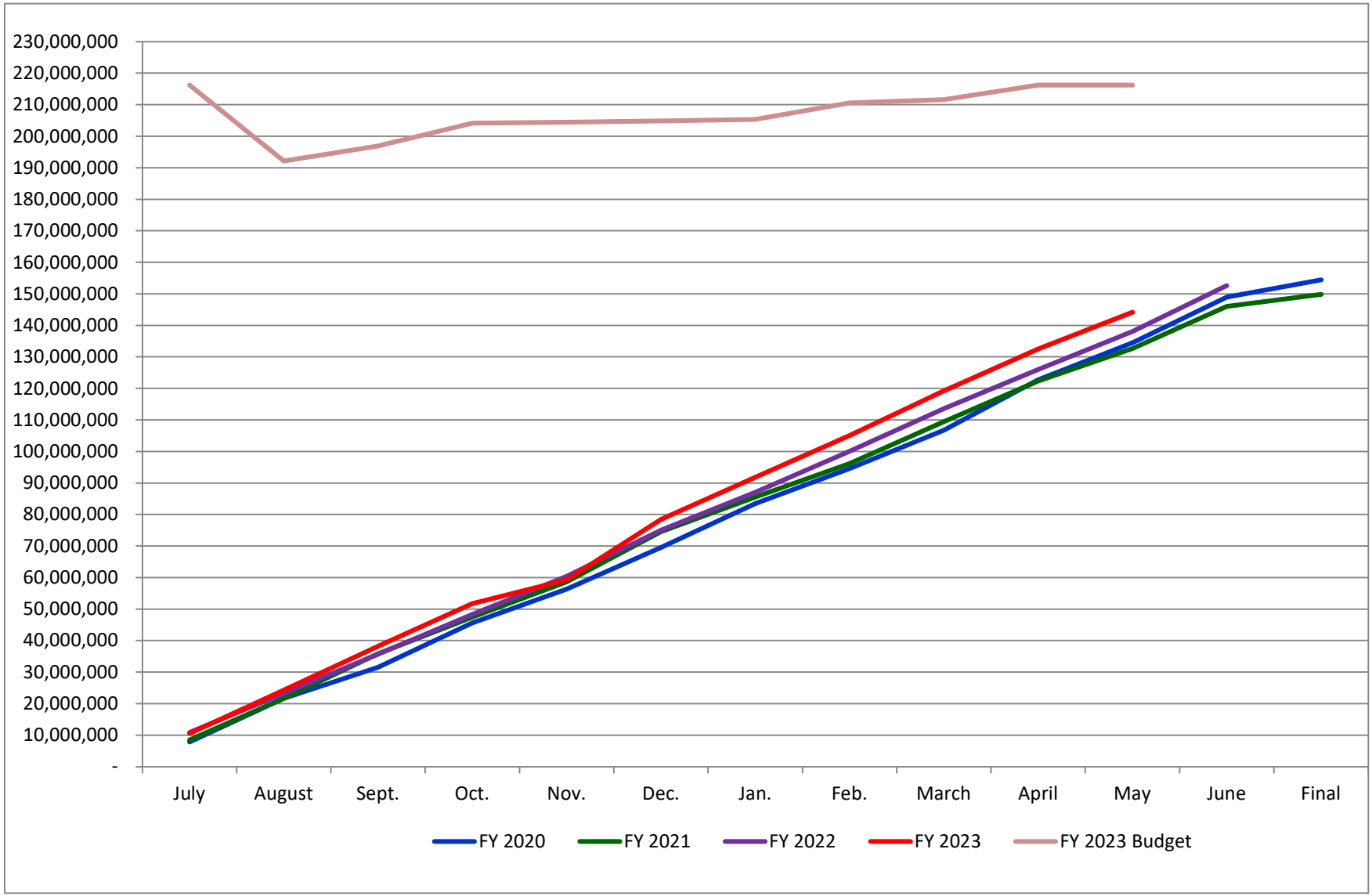
ATTACHMENTS:

Description	Upload Date	Type
Financial Reports	6/8/2023	Backup Material

ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE EXPENDITURE COMPARISONS

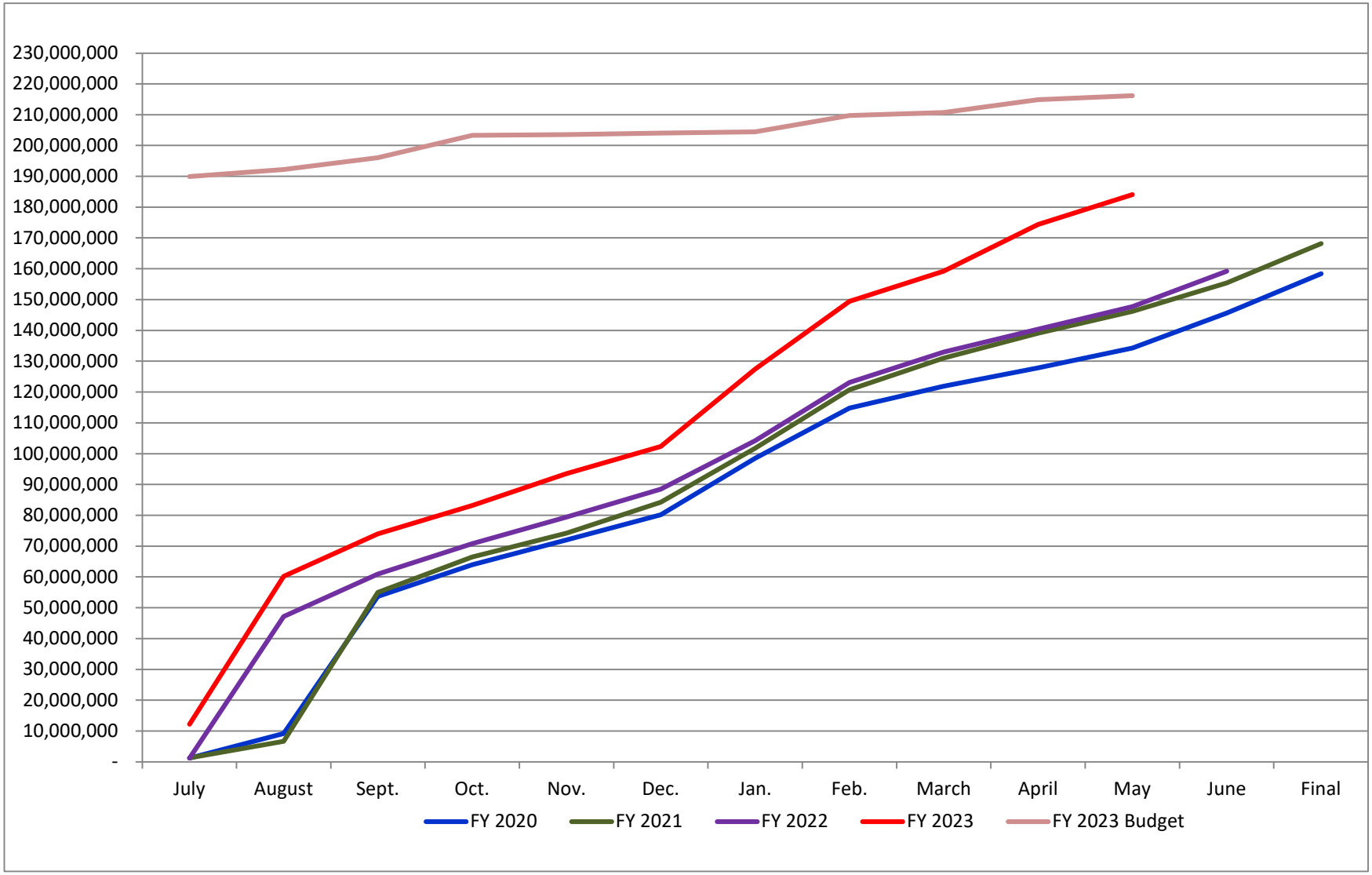
	May	
2023	$	144,249,823
2022	$	138,088,986
2021	$	132,686,359
2020	$	134,482,330



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE REVENUE COMPARISONS

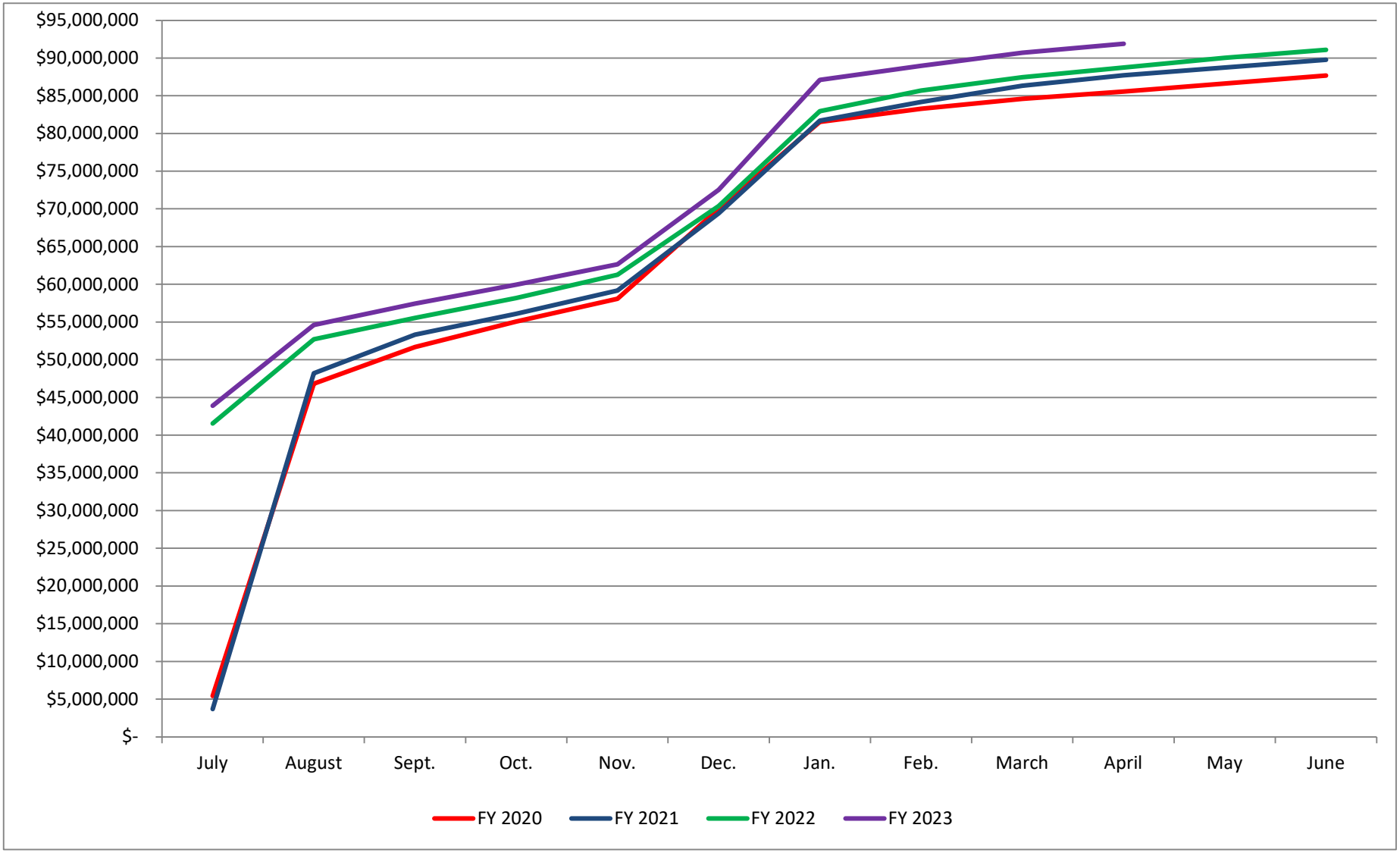
	May	
2023	$	184,084,876
2022	$	147,677,525
2021	$	146,138,738
2020	$	134,246,916



ROWAN COUNTY
GENERAL FUND
Fiscal Years 2020 - 2023

ANNUAL CUMULATIVE CURRENT YEAR PROPERTY TAX COMPARISONS

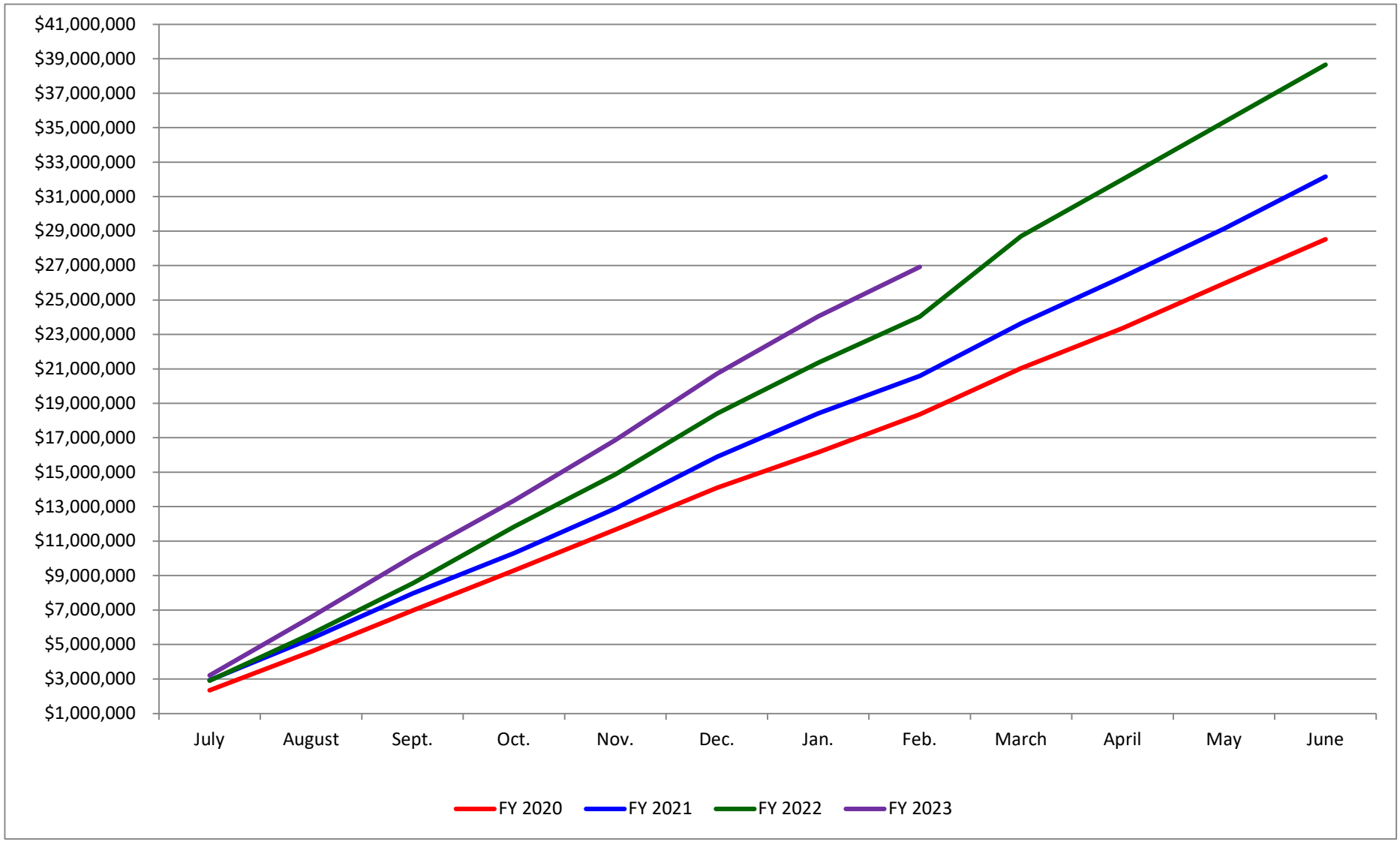
	April	
2023	$	91,906,366
2022	$	88,730,898
2021	$	87,713,351
2020	$	85,553,313



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

ANNUAL CUMULATIVE SALES TAX COMPARISONS

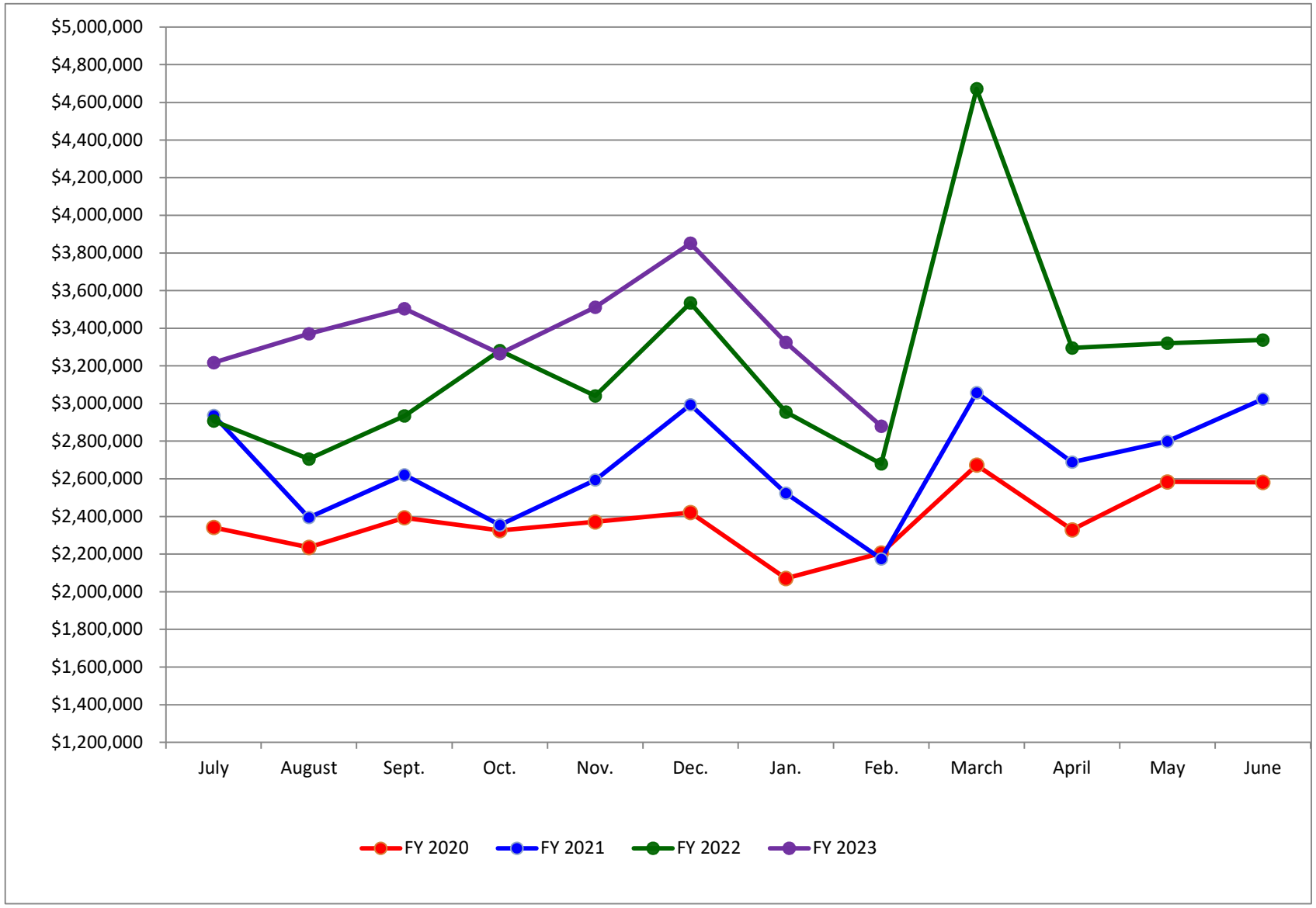
	February
2023	$ 26,924,884
2022	$ 24,038,054
2021	$ 20,592,060
2020	$ 18,364,926



ROWAN COUNTY
GENERAL FUND
FISCAL YEARS 2020 - 2023

MONTHLY SALES TAX COMPARISONS

February		
2023	$	2,879,548
2022	$	2,679,887
2021	$	2,174,725
2020	$	2,205,959



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Aaron Church, County Manager
DATE:	06/19/2023
SUBJECT:	Review/Discussion of FY 2023-2024 Proposed Budget

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Anna Bumgarner, Finance Director
DATE:	06/19/2023
SUBJECT:	Public Hearing for FY 2023-2024 Proposed Budget

North Carolina General Statute 159-12 states:

(b) Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin
DATE: 6/07/23
SUBJECT: Public Hearing for HLC 01-23

The Rowan County Historic Landmarks Commission (HLC) received an application from John Benjamin Knox to establish the Knox Farmhouse as a Rowan County historic landmark. The Knox Farmhouse is located at 915 Knox Road, further referenced as Rowan County Tax Parcel 279 012. The applicant wishes to designate the exterior of the house along with the 0.4 acres it sits on.

- Receive report from HLC
- Conduct public hearing
- Close hearing & discuss
- Motion to approve / deny / table HLC 01-23 and the designating ordinance

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	6/7/2023	Cover Memo
Designation Report	6/7/2023	Cover Memo
Letter from SHPO	6/7/2023	Cover Memo
Designation Ordinance	6/7/2023	Cover Memo
GIS Map	6/7/2023	Cover Memo
Application	6/7/2023	Cover Memo

402 North Main Street Suite 204
Salisbury, NC 28144
Phone: 704-216-8588 |
Aaron.Poplin@rowancountync.gov

MEMORANDUM

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
DATE: June 7, 2023
RE: **HLC 01-23**

SUGGESTED BOARD OF COMMISSIONERS ACTION

☐ Receive report from HLC ☐ Conduct public hearing ☐ Close hearing & discuss ☐ Motion to approve / deny / table HLC 01-23 and the designating ordinance

REQUEST

In January of 2022, the Rowan County Historic Landmarks Commission (HLC) received an application from John Benjamin Knox to establish the Knox Farmhouse as a Rowan County historic landmark. The Knox Farmhouse is located at 915 Knox Road. further referenced as Rowan County Tax Parcel 279 012. The applicant wishes to designate the exterior of the house along with the 0.4 acres it sits on.

BACKGROUND

The Rowan County HLC's mission is to identify and inventory properties within the county having historical, pre-historical, architectural, and cultural significance, and make recommendations to the County Commissioners regarding sites, areas, structures, and objects to be designated as "Historical Landmarks". Since the HLC was established in 2003, the Commission has recommended eleven (11) other structures for designation:

The HLC wishes to recognize the Knox Farmhouse because it is locally significant under the category of architecture. The architectural significance of the Knox Farmhouse few remaining examples of a wood framed farmhouse from the Antebellum period in rural

western Rowan County, and for being a well preserved example of vernacular Greek Revival style in a rural setting.

STATE HISTORIC PRESERVATION OFFICE COMMENTS

On February 23, 2023 Planning Staff received comments from Kristi Brantley, SHPO staff member, regarding local designation application for the Knox Farmhouse. Ms. Brantley stated the report had significant information for a local governing board to determine if the house has local significance. SHPO only asked for a few clerical changes to the report, which was subsequently updated.

HLC COMMENTS

Based on these comments the HLC recommends approval of the *Knox Farmhouse* as a Rowan County historic landmark. After reviewing the application, an on-site investigation of the property, and extensive research, the HLC deems the *Knox Farmhouse* to be of special significance in terms of its historical and cultural importance, and to possess integrity of design, setting, workmanship, materials, and character.

On May 9, 2023, the HLC conducted a courtesy hearing to receive comments regarding the Knox Farmhouse designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of Knox Farmhouse.

PLANNING STAFF COMMENTS

- Staff supports the designation of the Knox Farmhouse.

LOCAL DESIGNATION REPORT – ROWAN CO. HISTORIC LANDMARK COMMISION

I. General Information

1. The Knox Farmhouse
2. 915 Knox Road, Cleveland, NC 27013
3. Tax parcel # 279-012
4. John Benjamin Knox & Angela Poteat Knox
5. 915 Knox Road, Cleveland, NC 27013
6. Appraised (tax) value: House: $131,139 Land: $81,236 Total Value: $215,375

II. Abstract

1. *Summary* – The Knox Farmhouse is one of the primary structures within the Knox Farm Historic District, which is listed on the National Register of Historic Places. John Adam Knox (1708-1758) came to this area about 1740 and established a farmstead (purchased approx. 600 acres from James Stuart who received a land grant from the Earl of Granville[1]) which has remained in the family for nine generations. John Knox was the great-grandfather of the eleventh US President, James Knox Polk[2]. This house, referred to as "the Knox Farm Seat" in the National Trust Historic District Nomination, was built between 1854 and 1856 by James Graham for Robert Knox (1804-1885), grandson of John Knox. The house is vernacular Greek Revival[3] and is located within a very scenic section of western Rowan County (near the community known as Cleveland, NC). Family members continue to live and farm on the property, which currently totals 1,100 acres.
2. *Proposed Designation* - In its current state, the house is an outstanding example of an antebellum wood frame farmhouse. The designation will include the exterior of the house and 1.0 acres of land, which is a small portion of the original 600-acre farm.

III. Historical Background

1. *Property's History* –John Adam Knox was born in Scotland in 1708 and immigrated to this country about 1740 with his wife Jean Gracy and others in a group which included her brother Patrick Gracy. They settled in Pennsylvania briefly before moving south down the Great Wagon Road and to the south side of Third Creek in what is now western Rowan County. As previously stated, John Knox purchased 600 acres from James Stuart and built a log home on the property about 1745. John and Jean's oldest son, William, is thought to have inherited the property as was the English tradition. There is no record of the transfer of the property nor any mention of it in Jean Gracy Knox's will written in 1772.[4] According to oral histories, William and his wife, Margaret Allen Knox, built a second home on the property for themselves. It stood approximately fifty feet south of the present home that was built by a local builder, James Graham, for Robert Knox (William and Margaret's grandson) and wife Catherine Clark Knox in

[1] Hattie S. Goodman, The Knox Family: A Genealogical and Biographical Sketch of the Descendants of John Knox of Rowan County
[2] Amanda Craven (Knox) Burton, The Knox Farm of Rowan County, NC, Through the Family Lens
[3] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"
[4] David Foard Hood, The Architecture of Rowan County

1855-1856. Robert Knox had purchased a tract of 366 acres in 1845 from his grandmother that included the log home and the second home and subsequently purchased nineteen additional tracts to increase the total size of the farm to 2000 acres[5].

Robert and Catherine's third son, James Wilson Knox married Maria Cowan Krider in 1877 and inherited 900 acres including the homeplace. Their son, Robert Howard Knox, and his wife, Mary Emma Sloop Knox inherited the farmhouse with the passing of Robert's parents. Robert and Mary Emma left the farmhouse to their two daughters: Anna Lois Knox and Wylie Knox Smith, who were living in the farmhouse. The ownership of the farmhouse was then passed to their nephew, John Benjamin Knox and his wife Angela (the present owners and occupants of the farmhouse).

2. *Original Construction* – The Knox Farmhouse is a two-story weatherboarded frame house consisting of a two-story main block, a two-story rear (south) ell, and a one-story (east) kitchen ell. According to family tradition, construction on the house was begun in 1854 by James Graham and his crew. When completed in 1856 and occupied by Robert Knox (1804-1885) and his wife, the house was L-shaped with a two-story main block facing north and a one-story ell projecting south off the east end of the rear elevation. The remainder of the rear (south) elevation was occupied by a shed porch while a full-façade shed porch sheltered the north elevation. Brick chimneys on stone foundation stand at each of the house's three gable ends. The house rests on granite piers which have since been infilled with brick. The weatherboarded elevations are framed by corner posts which rise to wide molded eaves with a Greek Revival profile. The complete fabric and finish of the 1856 Greek Revival house survives intact.

   Dates of Alterations- There have been only two major expansions of the house. Around 1900 a one-story frame gabled roof kitchen ell was build off the east side of the original one-story ell (containing the dining room). Access between the two rooms was through a door which had previously been an outside door (opening onto a porch) through which food was brought from the free-standing kitchen.

   About 1935 the original (dining room) ell was raised to two stories in height and the chimney extended to provide a flue for the bedroom above the dining room. The one-story kitchen ell was then remodeled and expanded to include a stair to the new bedroom. A bathroom was also installed in the ell at that time[6].

   The screened porch was enclosed by folding metal windows in the late 1940s. The shed porch carries along the entire east elevation of the kitchen. In 2015 the folding metal windows were replaced with horizonal sliding windows.

   These additions were representative of the growing needs of the existing family of the home and built in a style that matched architecturally with the existing façade.

IV. Assessment

1. The property is significant architecturally as it one of the few remaining examples of a wood framed farmhouse from the Antebellum period in rural western Rowan County, and for being a well preserved example of vernacular Greek Revival style in a rural setting. The alterations made to the house have kept in character with the original construction and have facilitated the growth of the family and farming

[5] Amanda Craven (Knox) Burton, The Knox Farm of Rowan County, NC, Through the Family Lens

[6] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"

operations. The property is significant culturally for being the farm seat of a farm that has been in continuous operation since the eighteenth century.

2. *Architectural Description*-,

The north (front) elevation is symmetrical (excluding the kitchen ell that protrudes on the left at the rear of the structure). The front porch that extends the full width of the main block and is supported by molded square-in-plan posts connected by a round handrail carrying square-in-plan balusters rising from a shared bottom rail. The central entrance and its flanking bays are enframed by plain board surrounds with corner blocks set in flush sheathing. The vertical members of the window surrounds continue to the baseboard carrying along the elevation. In the center of the east and west gable ends of the main block are common bond brick chimneys, flanked by fenestration at each level. Excepting the window openings onto the porch, the window openings are all enframed by surrounds made of a wide single flat board to which a molded band is applied on its outer edge. The window openings contain six-over-six double hung sash and are flanked by dark green louvered blinds. Both are set in plain board surrounds with corner blocks[7]. The 6 /12 pitched roof of the entire house, including the shed porch roofs are covered with green standing seam metal sheeting and feature Greek revival cornice returns. The foundation of the entire house is enclosed with red-orange brick that match the chimneys.

The west (side) elevation is symmetrical (excluding the two story dining room ell that protrudes on the right in the middle of the structure). The prominent feature is a two-story gable ell with a brick chimney (laid in common bond with a full header every 8th row) centered on the two story ell. The chimney is flanked by six over six double hung windows at both the first and second floors with white louvered ventilators at the roof level of the gable end. The shed roofs of the front and rear porches flank the front ell. To the rear on the right is the two-story dining room ell. A door opens into the dining room from the porch and a single six over six double hung window flanked by dark green louvered blinds is located to the right of the porch. Two six over six double hung windows flanked by dark green louvered blinds are located on the second level.

The east (side) elevation is asymmetrical and clad with white weatherboards. A one-story ell with a gable roof protrudes above a single pitched shed roof that extends the full width of the one-story ell. The fenestration (from left to right) contains (1) single lite fixed window, (4) horizonal sliding windows, (1) single lite full length storm type door, and (1) four paned, square window. An additional four pane window is centered in the gable end of the one-story ell flanked by square louvered ventilators. A brick chimney (laid in common bond with full header every row) is centered on the two story gable end of the main block. The chimney is flanked by 6 over 6 double hung windows at both floors. Concrete steps lead up to the single lite full length storm type door and is flanked on the left by a tall pole capped with a farm bell. A single short white painted wood door interrupts the raised brick foundation of the one story ell. There are no louvered blinds at any of the windows on the east elevation.

The south (rear) elevation is asymmetrical and clad with white weatherboards (with the exception of the wall on the porch that is flush sheathed). The brick chimney (laid in common bond with a full header every 8th row) is centered on the two-story gable ell that is central to the south elevation. The chimney is flanked by white louvered ventilators (at the roof level of the gable end) and 4 over 4 double hung sash windows at the upper floor. The lower floor of the central ell contains one 4 over 4 double hung sash window to the right of the chimney. These 4 over 4 double hung windows are each trimmed with a single dark green louvered blind. There is (1) 6 over 6 double hung sash window (flanked by dark green louvered blinds) and (2) four pane windows in the side of the one story ell that extends to the east.

[7] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"

Six concrete steps lead up to the porch on the left of the central ell. The porch supports and railing on the rear south elevation are very similar to those on the front porch. The walls under the porch are also flush sheathed. A door—directly opposite the north front door—is set in the south wall of the mail block and opens into the parlor.

One outbuilding is included in the designation: The Power Plant (or Brick Motor Room) is a small brick building covered with a sheet tin shed roof that houses a small Delco power system that produced electricity for the house. It was built about 1945 of bricks from the chimney and foundation of the earlier family house which burned. A board and batten door is set in the center of the east elevation[8].

3. *Archaeological Significance* – Artifacts could possibly be discovered below the surface of the existing grassy yard. It is believed that remnants exist of the original kitchen and smoke house (out buildings that were located east of the present house).

4. *Property's Integrity* – The original structure has been maintained in good repair throughout its 168-year history. The subsequent renovations and additions were constructed in a manner as to preserve the six aspects of the site's integrity.
    - *Design:* The original wood-framed building structure was preserved. Many of the wood sills were damaged by termites and rot. These were replaced without altering the exterior appearance.
    - *Setting:* The house is located within a very scenic section of rural western Rowan County and one of the primary structures within the Knox Farm Historic District, which is listed on the National Register of Historic Places.
    - *Workmanship:* Craftsmen with experience in historic preservation were employed by the owners.
    - *Materials:* Where possible, all original materials were maintained.
    - *Feeling:* Although the interior of the house is not being designated, elements of the interior of the house reflect the history: The interior of the house is built on the Quaker plan with a large parlor on the west and two smaller bedrooms on the east. The woodwork—the mantels, baseboards, cornices, and door and window surrounds are Greek Revival in style and well-crafted. The door and window surrounds vary from room to room but all are symmetrically molded and with corner blocks. The vertical members of the surrounds continue to rest on corner blocks in the baseboards and thus enframe molded panels below the windows. The walls are sheathed with flush horizontal boards and the floors are of heart pine. All remain in good condition. The doors in the 1856 house all have paired vertical panels excepting a later four-panel door connecting the dining room with the bedroom in the southeast corner. (Apparently when the house was built, the dining room was accessible only from the porches on its east and west elevations.) The stair to the second floor rises to the west along the parlor's south wall to the house's southwest corner where it turns and rises to the north along the west wall to the second story. The second story also follows the Quaker plan; however, there are no fireplaces in the bedrooms here. Rather curiously, the finest mantel in the house is here in the room above the parlor. Its design is taken directly from Plate 50 of Asher Benjamin's The Practical House Carpenter (1830), the principal source book for carpenters and house builders in ante-bellum Rowan County and indeed the state[9].
    - *Association:* Nine generations of the Knox family have continuously resided in the farmhouse for a total of 168 years.

[8] [8] Amanda Craven (Knox) Burton, The Knox Farm of Rowan County, NC, Through the Family Lens

[9] David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District"

5. *Justification of the Boundaries* – The site plan illustrates the extent of the area to be designated.

V. Supporting Documentation

1. *Digital Photographs*

    1. North (Front) Elevation
    2. East Elevation
    3. West Elevation
    4. South Elevation

2. *Floor Plan*

    1. Floor plan circa 1856 - first and second floor
    2. Floor plan circa 2022 - first and second floor

3. *Site Plan*

    1. Site plan

4. *Maps*

    1. Tax Map

VI. Bibliography/ Source Citations

Ancestry.com (Various Knox Profiles and Census Data)

Brawley, James S., Rowan County, A Brief History (1974)

Brawley, James S., The Rowan Story 1753-1953: A Narrative History of Rowan County North Carolina (Rowan Printing Company, 1953)

Burton, Amanda Craven (Knox), The Knox Farm of Rowan County, NC, Through the Family Lens

Goodman, Hattie S., The Knox Family: A Genealogical and Biographical Sketch of the Descendants of John Knox of Rowan County, North Carolina and Other Knoxes, (Richmond: Whittet and Shepperson, 1905)

Hood, Davyd Foard, The Architecture of Rowan County, (1983 and revised in 2000)

David Foard Hood, et al., "National Register of Historic Places Inventory-Nomination Form for Knox Farm Historic District", February 7, 1983

Patricelli, Katherine, et al, The Heritage of Rowan County, North Carolina, Vol. I, (published by the Genealogical Society of Rowan County, 1991)

The State Historic Preservation Office, Div. of Archives and History, North Carolina Dept. of Cultural Resources, Handbook for Historic Preservation Commissions in North Carolina, 1994

North Carolina Department of Natural and Cultural Resources

State Historic Preservation Office

Ramona M. Bartos, Administrator

Governor Roy Cooper
Secretary D. Reid Wilson

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

March 24, 2023

Aaron Poplin, Planner
Rowan County Historic Landmarks Commission
402. N. Main St.
Salisbury, NC 28144

RE: Proposed Designation of the **Knox Farmhouse, 915 Knox Rd., Cleveland, Rowan County.**

Dear Mr. Poplin:

Thank you for the report for the Knox Farmhouse, 915 Knox Rd., Cleveland, Rowan County. We have reviewed the information in the report and offer the following comments in accordance with North Carolina General Statute 160D-946.

According to the report, the Knox Farmhouse is of special local significance because it is a well preserved example of Greek Revival style and is one of the few remaining Antebellum wood framed houses in rural western Rowan County. It is also culturally significant as it is the farm seat of a farm that has been in continuous operation since the eighteenth century.

We commend staff and the commission for submitting a report that presents a concise history of the Knox Farmhouse as well as a good analysis of the building's original construction and subsequent sympathetic changes. We have shared recommendations with staff to perform a few minor changes to the report. With these changes, we believe the designation report will provide the preservation commission and local governing board sufficient information to determine whether the Knox Farmhouse possesses the requisite special local significance and integrity for local historic landmark designation.

Landmark designation means the community recognizes the property is worthy of preservation because of its special significance and integrity in the local community. Any substantial change in the design, materials, and appearance is subject to the design review procedures of the preservation commission. The owner may receive an annual deferral of fifty percent of the property taxes for as long as the property is designated and retains significance and integrity. (N.C.G.S. 105-278 *et seq*.).

Thank you for giving us the opportunity to comment on the report. Our comments are advisory only and are not binding. Once the governing board has received a recommendation from the Rowan County

Historic Landmarks Commission and has proceeded in the same manner as would otherwise be required for an amendment to the zoning ordinance, the governing board may proceed with the designation decision. Once the designation decision has been made, please return the completed designation confirmation form, enclosed.

This letter serves as our comments on the proposed landmark designation of Knox Farmhouse, 915 Knox Rd., Cleveland, Rowan County. Please contact me at 919-814-6575 should you have any questions about our comments.

Sincerely,

Kristi Brantley
Local Preservation Commissions / CLG Coordinator

CC: Commission Chair

Enclosure

AN ORDINANCE DESIGNATING
THE KNOX FARMHOUSE, AND ADJOINING 0.4 ACRES
IN THE JURISDICTION OF ROWAN COUNTY, NORTH CAROLINA
AS A LOCAL HISTORIC LANDMARK

WHEREAS, the Rowan County Historic Landmarks Commission has made an investigation and recommends the following property be designated a historic landmark; and

WHEREAS, the North Carolina Department of Cultural Resources has made a determination that the following property is eligible to be designated a historic landmark; and

WHEREAS, on the 19th day of June, 2023 a public hearing was held in the J. Newton Cohen, Sr. Room, in the J. Newton Cohen, Sr. Building, Salisbury, NC, by the Rowan County Board of Commissioners to determine whether the *Knox Farmhouse* should be designated as a local historic landmark; and

WHEREAS, all the prerequisites to the adoption of this ordinance as prescribed in Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes have been met; and

WHEREAS, the *Knox Farmhouse* is believed to be one of the few examples of a wood framed farmhouses from the Antebellum period in rural Western Rowan County; and

WHEREAS, construction of the *Knox Farmhouse* began circa 1854; and

WHEREAS, the *Knox Farmhouse* is the farm seat for the Knox Farm which has been in continuous operation since the mid eighteenth century; and

WHEREAS, the *Knox Farmhouse* and adjoining 0.4 acres are an important historic resource worthy of preservation,

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

1. The *Knox Farmhouse and adjoining 0.4 acres* at 915 Knox Rd. in the County of Rowan is hereby designated as a Local Historic Landmark pursuant to Part 3C, Article 19, Chapter 160A of the North Carolina General Statutes. This property is presently owned by John Benjamin Knox and Angela Poteat Knox and is further identified as part of Rowan County tax parcel 279 012.

2. The significant features of the building's exterior located on said property may not be moved, demolished, materially altered, restored or removed without a Certificate of Appropriateness being issued by the Historic Landmark Commission of Rowan County. Any application for the demolition of this building shall require the waiting period set forth in the Historic Landmarks Ordinance.

3. Nothing in this ordinance shall be construed to prevent the ordinary maintenance or repair of any architectural feature in or on the said building and property that does not involve a change in design, material or outer appearance thereof, nor to prevent the construction, reconstruction, alteration, restoration, demolition or removal of any such feature when a Rowan County building inspector or similar official certifies to the Historic Landmarks Commission that such action is required for the public safety because of an unsafe or dangerous condition. Nothing herein shall be construed to prevent the property owner from making any use of this property not prohibited by other statutes, ordinances or regulations.

4. The owner and occupants of the building known as the *Knox Farmhouse* shall be given notice of this ordinance as required by applicable law and copies of this ordinance shall be filed and indexed in the offices of the Rowan County Register of Deeds, the County's Chief Building Inspector and the Rowan County Tax Supervisor as required by applicable law.

5. Rowan County Ad Valorem Tax Implications: Taxpayer shall be eligible for tax treatment and assessment according to NCGS 105-278 for only that portion of the total property subject of this ordinance and designation as a Historic Landmark that is not currently assessed at present use value pursuant to NCGS 105-277.2 et seq.

Read, approved, and adopted this ____ day of _____, 2023

_____ Greg Edds, Chairman

ATTEST: _____

Sarah Pack, Clerk to the Board

Knox Farmhouse Site Plan

Approximate
0.4 acres

1 inch = 40 feet

0 20 40
Feet

Rowan County Department of
Planning & Development
402 N. Main Street Ste 204
Salisbury, NC 28144
Phone (704) 216-8588
Fax (704) 638-3130
www.rowancountync.gov

Case # **HLC** _____
Date Filed _____
Received By _____
Amount Paid _____
Office Use Only

HISTORIC LANDMARK DESIGNATION

OWNERSHIP INFORMATION:

Name: John Benjamin Knox
Signature: J. Benjamin Knox
Phone: 704 433 2119 Email: jbk1959@att.net
Address: 915 Knox Rd
Cleveland NC 27013

APPLICANT / AGENT INFORMATION:

Name: same as above
Signature: _____
Phone: _____ Email: _____
Address: _____

PROPERTY DETAILS:

Name of Property: Historic Knox Home Place Tax Parcel: 279 012
Property Location: 915 Knox Rd. Cleveland NC 27013

DESIGNATION INFORMATION:

What is proposed for designation?
Home place and old corn crib and other sheds

How much land is proposed for designation? ~ 2.5 acres
Interior to be designated? YES ☐ NO ☐

The information contained herein this application is true and to the best of my knowledge.

1/19/22
Date

J. Ben Knox
Signature of Property Owner

Built around 1854-1855 by Robert Knox. Remodeled kitchen, bathroom, back porch, and 1 room upstairs

I do know of 1 photograph - probably around 1912 of grandmother + uncle Jim. There are others from the 40 - 2000's.

Robert Knox, to James Witherspoon Knox to Robert Howard Knox + my Aunt Wylie K Smith + Lois Knox to John B. Knox (me).

John Knox + Jean Gray (wife) came to US from Coleraine Ireland in 1740. Come down Pennsylvania wagon trail to NC around 1742-45 + settled at present location. Purchased from James Stewart (land related for Earl of Granville) May 23 1758 for 37 pounds 10 shillings. Deed Book Vol 2 page 328.

Home is in excellent condition, freshly painted. Put logs on west side of log corn crib to protect it from the weather.

Home + Farm is on the National Historic Register of Deeds Date April 1, 1983.

OFFICIAL USE ONLY

1. Signature of Coordinator: _____ 2. Board of Commissioners Public Hearing: ___/___/___ 3. Notifications Mailed: ___/___/___ 4. Property Posted: ___/___/___ 5. Dates Advertised: 1st ___/___/___ 2nd ___/___/___ 6. BOC Action: Approved _____ Denied _____ 7. Date Applicant Notified: ___/___/___

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Pamela Ealey, Planning Technician
DATE:	6/7/23
SUBJECT:	Public Hearing-Road Name Changes: Possum Hollow, Cordell Cove

---

Road Name Change— A PUBLIC HEARING HAS BEEN SET

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on June 19, 2023, to consider and receive comment for the following road name requests:

1. Currently Known As: **N/A**
Proposed Name: ***Possum Hollow Rd***
Location: driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners: Crane Point, LLC
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: **N/A**
Proposed Name: ***Cordell Cove Rd***
Location: driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners: Crane Point, LLC
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Hold public hearing on naming Possum Hollow Rd and Cordell Cove Rd and approve names submitted by property owner.

ATTACHMENTS:

Description	Upload Date	Type
Notice of Hearing sent to property owner	6/7/2023	Backup Material

Memo	6/7/2023	Cover Memo
GIS Map of area	6/7/2023	Backup Material
GIS Map of area	6/7/2023	Backup Material

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Rowan County Office of Planning and Development
402 N. Main St., Ste. 204
Salisbury, NC 28144
[p] 704-216-8588
www.rowancountync.gov/planning

NOTICE OF HEARING

To: Property Owner
From: Rowan County Planning Department
Date: June 7, 2023
Subject: Road Name Changes

The Rowan County Board of Commissioners will conduct a public hearing on Monday, June 19, 2023, beginning at 6:00 PM in the J. Newton Cohen Sr. Room on the 2nd Floor of the J. Newton Cohen Sr. Rowan County Administration Building located at 130 W. Innes St. Salisbury, NC to consider the following application:

Naming of 2 Driveways within Crane Point (614-002)

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners.

Proposed Name:	1. Possum Hollow Rd 2. Cordell Cove Rd
Currently Known As:	No Name
Location:	Two (2) drives that connect to Marsh Campsite Rd in the 100 and 200 block
Reason:	Change in the addressing ordinance requires all campground sites have an individually numbered address and that all roads be named.

Parcels that will have an address change:

Parcel ID	Owners Name	Current Physical Address
614-002	Crane Point LLC	Marsh Campsite Rd

You are receiving this notice because you own property along the road to be named. **Only those owners listed above will have an address change if approved.** This notice is for your information only and your participation is optional.

To request a copy of this request, contact the Rowan County Planning Department, located at 402 N. Main St., Ste 204 Salisbury, NC 28144, at (704) 216-8588 or visit: https://RowanCountyNC.novusagenda.com/agendapublic (uploaded by 2:00 PM on the Wednesday before the meeting date).

To access the addressing ordinance visit: https://www.rowancountync.gov/DocumentCenter/View/3228/Addressing-Ordinance-PDF?bidId= .

Rowan County Office of Planning and Development
402 N. Main St., Ste. 204
Salisbury, NC 28144
[p] 704-216-8588
www.rowancountync.gov/planning

TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Pamela Ealey, Planning Technician
RE: Road Names
DATE: June 6, 2023

ROAD NAME CHANGE— A PUBLIC HEARING HAS BEEN SET

The following road name changes have been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on June 19, 2023, to consider and receive comment for the following road name requests:

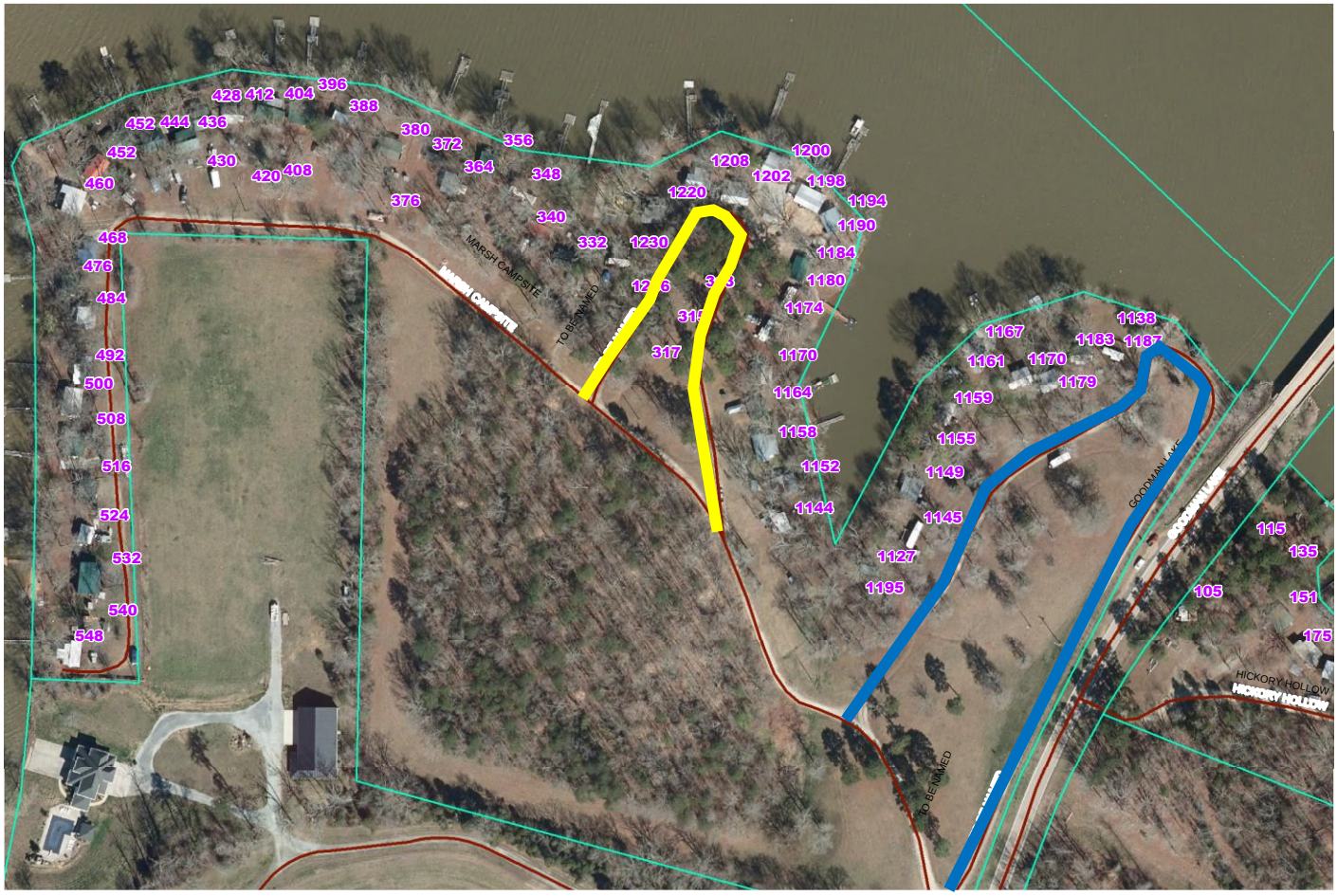
1. Currently Known As: **N/A**
   Proposed Name: ***Possum Hollow Rd***
   Location: driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block
   Property Owners: Crane Point, LLC
   Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: **N/A**
   Proposed Name: ***Cordell Cove Rd***
   Location: driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
   Property Owners: Crane Point, LLC
   Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Crane Point Campground 614-002

Roads to Name:	**Yellow**	**Blue**
Currently Known As:	**N/A**	**N/A**
Proposed Name:	***Possum Hollow Rd***	***Cordell Cove Rd***
Location:	driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block	driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners:	Crane Point, LLC	Crane Point, LLC

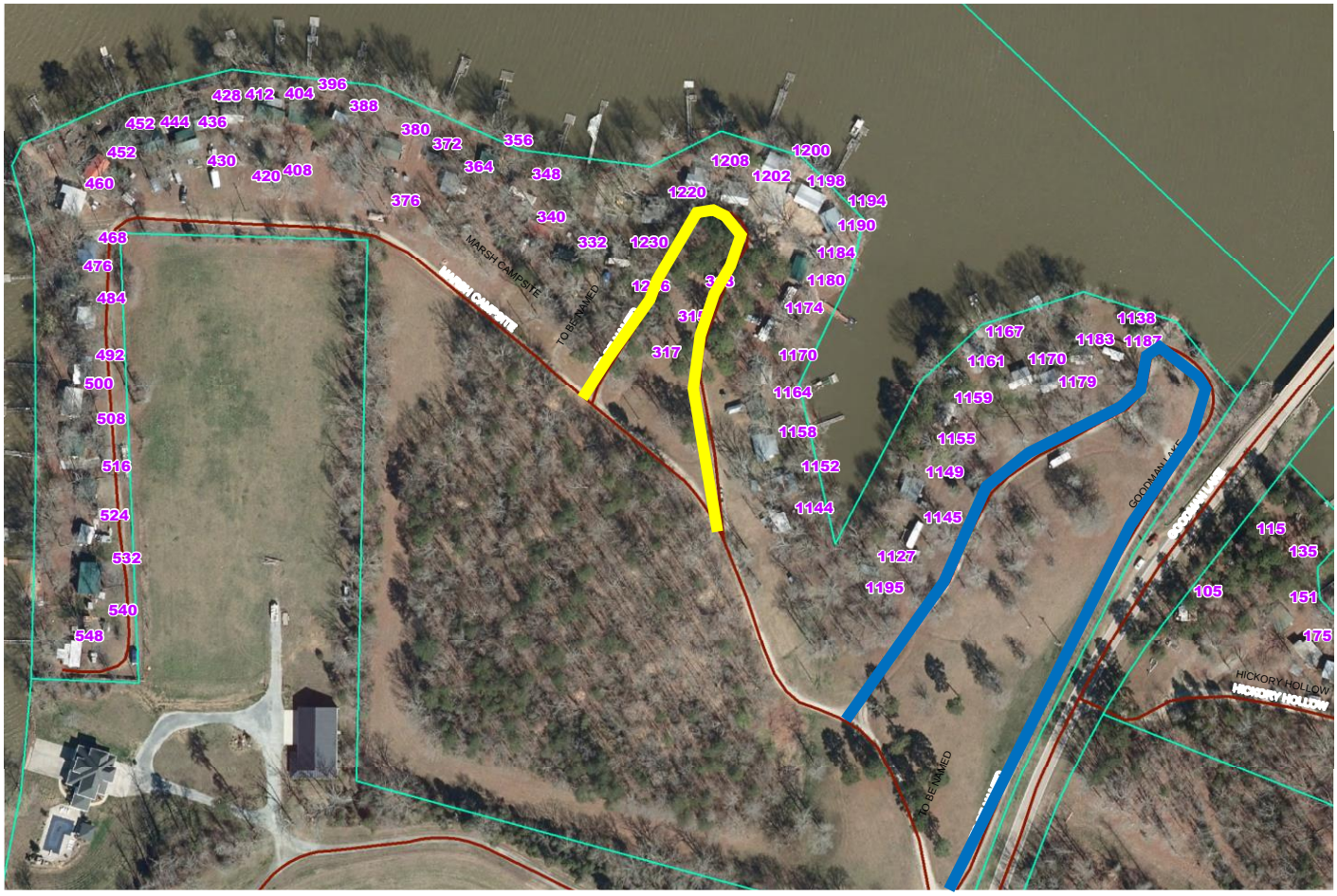
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.



Crane Point Campground 614-002

Roads to Name:	**Yellow**	**Blue**
Currently Known As:	**N/A**	**N/A**
Proposed Name:	***Possum Hollow Rd***	***Cordell Cove Rd***
Location:	driveway that connects to Marsh Campsite Rd in the 200 block and then connects to SR2168 Goodman Lake Road in the 6600 block	driveway that connects to Marsh Campsite Rd in the 100 block and then connects to SR2168 Goodman Lake Road in the 6600 block
Property Owners:	Crane Point, LLC	Crane Point, LLC

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.



ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Aaron Poplin
DATE:	6/7/23
SUBJECT:	Public hearing for new road name off Old Tulip Farm Rd

---

The following road name change has been submitted to the Rowan County Planning Department and is presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on June 19, 2023, to consider and receive comment for the following road name request:

1. Currently Known As: **N/A**
   Proposed Names: ***Parsley Tr***
   Location: driveway that connects to a private road Old Tulip Farm Road in the 250 block
   Property Owners: Caroline Tedorovici, Thomas Parsley Jr, Paul and Lisa Cogar.
   Reason for Change: 3 single family dwellings will share this driveway and therefore it must be named.
   Background: The three lots in this petition originated from two separate family subdivisions. Thomas Parsley Jr, as the original property owner, conveyed the other two lots to his daughters. When the second division was completed in March 2023 this triggered the need for naming the driveway. Planning staff originally tried to name the driveway "Parsley Tr" by plat, but after recordation realized that a road name petition would be necessary.

   Staff talked with both Thomas Parsley Jr. and the Cogars and informed them of the petition process. Staff mailed a petition to all three property owners and recommended that they work together to submit a unanimous petition. After more than a month the property owners could not produce a unanimous petition and instead submitted two separate road name petitions. Parsley Tr was submitted as a majority petition having two of the three properties sign the petition and Lofty Pines Ln was submitted as a less than majority petition with only one of the three properties signing off on the petition.

- Conduct a public hearing.
- Adopt a name for the driveway

ATTACHMENTS:

Description	Upload Date	Type
memo	6/7/2023	Cover Memo
Lofty Pines Petition	6/7/2023	Cover Memo
Parsley Petition	6/7/2023	Cover Memo
GIS Map	6/7/2023	Cover Memo
Letter from Petitioner	6/7/2023	Cover Memo

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Rowan County Office of Planning and Development
402 N. Main St, Ste 204, Salisbury NC 28144
[p] 704-216-8588 | [f] 704-216-7986
www.rowancountync.gov/planning

MEMORANDUM

MEMO TO: Chairman Edds and the Rowan County Board of Commissioners
FROM: Aaron Poplin, Planner
RE: Road Name Change
DATE: Wednesday, June 7, 2023

ROAD NAME CHANGE—A PUBLIC HEARING HAS BEEN SET

The following road name change has been submitted to the Rowan County Planning Department and are presented for approval by the Board of Commissioners. As required by NCGS 153A-239.1, this public hearing will be held on June 19, 2023, to consider and receive comment for the following road name request:

1. Currently Known As: **N/A**
   Proposed Names: ***Parsley Tr***
   Location: driveway that connects to a private road Old Tulip Farm Road in the 250 block
   Property Owners: Caroline Tedorovici, Thomas Parsley Jr, Paul and Lisa Cogar.
   Reason for Change: 3 single family dwellings will share this driveway and therefore it must be named.
   Background: The three lots in this petition originated from two separate family subdivisions. Thomas Parsley Jr, as the original property owner, conveyed the other two lots to his daughters. When the second division was completed in March 2023 this triggered the need for naming the driveway. Planning staff originally tried to name the driveway "Parsley Tr" by plat, but after recordation realized that a road name petition would be necessary.

   Staff talked with both Thomas Parsley Jr. and the Cogars and informed them on the petition process. Staff mailed a petition to all three property owners and recommended that they work together to submit a unanimous petition. After over a month the property owners could not produce a unanimous petition and instead submitted two separate road name petitions. Parsley Tr was submitted as a majority petition having two of the three properties sign off on the petition. Lofty Pines Ln was submitted as a less than majority petition with one of the three properties signing off on the petition.

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

ROWAN COUNTY
NORTH CAROLINA
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Return this completed petition form
Rowan County Planning and Develo
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603
Email: pamela.ealey@rowancount

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan Cour Commissioners to name or rename any road within the County not lying within the corporate municipality. The address program administration (APA), which is comprised of staff from Rowa Information Technology Department's Geographic Information Systems (GIS) Division, Pl Development Department and Emergency Services' Telecommunications Division, are assigned to this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose the road with all homes and resident's names and current addresses along the road.** It is very i depict all homes on the diagram. These names and structures will be referenced with county tax n ensure an accurate property address. In addition, all rental housing along the road with names and a the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUG PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed preference. The APA utilizes the National Emergency Number Association (NENA) United S Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road na on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA ma proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively simila existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in c with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO RETURNING PETITION.

First Choice: Lofty Pines Lane
Second Choice: Sparrow Lane
Third Choice: Crossview Way

It is also important to remember that any or all addresses along t may be changed during the naming process

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan Cou
Commissioners to consider the following matter indicated by a check mark (✓) and described belov

- ☐ Assignment of a name to an unnamed road.
- ☐ Changing the name of road.

Describe the location of road in relation to a major highway or s
Woodleaf Rd. . Current name of the road, if it has no name, writ
Parsley Trail . At no cost to the petitioners, Rowan County will erect a street s
road name has been approved by the process outlined below. However, if the petition seeks to char
of an existing road a street sign fee of $150 is required prior to the petition being processed.

Petitioners:

Petitioners are property owners who own property along the road being named. Along with ea
include the mailing address, telephone number, tax map and parcel number. In order for the p
processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition
consists of 50% + 1 of the property owners. Petitions having less than a majority may be ret
petition leader for additional signatures or may be submitted for board of commissioner approval
special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by
commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be p
follows:

Less than majority – All property owners along the road to be named will be notified by the
proposed road name choice and that no additional petitions will be accepted for consideration. Fir
the petition will be taken by the board of commissioners.

Lack of submittal – Failure to return a road naming petition within thirty (30) days to the APA s
that property owners along the road are agreeing to use the name proposed by the APA. Final ac
taken by the board of commissioners.

All property owners will receive notification from the APA of the new road name and potential address number after the board of commissioners' decision.

Petition leader:

One of the property owners must be the petition leader, they will be the person the APA will comm
should there be any questions or clarifications needed, ***the petition leader should be the first sign***
The petition leader must own property along the proposed road. The petition leader should coordin
property owners signatures and submit the completed petition to the Rowan County Planning and D
office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#
Lisa M Cogar	Lisa M Cogar	251 Old Tulip Farm Rd. Salisbury NC 28147	704-267-3818	parcel ID 317A05
Paul Cogar	Paul J. Cogar	251 Old Tulip Farm Rd Salisbury NC 28147	304-591-2921 704-267-3818	parcel ID 317A05

ROWAN COUNTY
Planning and Development
Road Naming Petition
911 Addressing

ROWAN COUNTY
NORTH CAROLINA
Be an original.

Return this completed petition form to:
Rowan County Planning and Development
Pamela Ealey, Planning Technician
402 N Main Street
Salisbury, NC 28144
Phone: 704 216-8603
Email: pamela.ealey@rowancountync.gov

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

NEW NAME PROPOSED FOR THE ROAD:

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively similar to an existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE PRIOR TO RETURNING PETITION.

First Choice: Parsley Trail
Second Choice: _____
Third Choice: _____

It is also important to remember that any or all addresses along the road may be changed during the naming process

ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

☑ Assignment of a name to an unnamed road.

☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: WOODLEAF ROAD TO OLD TULIP FARM Rd. Current name of the road, if it has no name, write "no name" 1050 PARSLEY TRAIL. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of $150 is required prior to the petition being processed.

Petitioners:

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

Less than majority – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

Lack of submittal – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

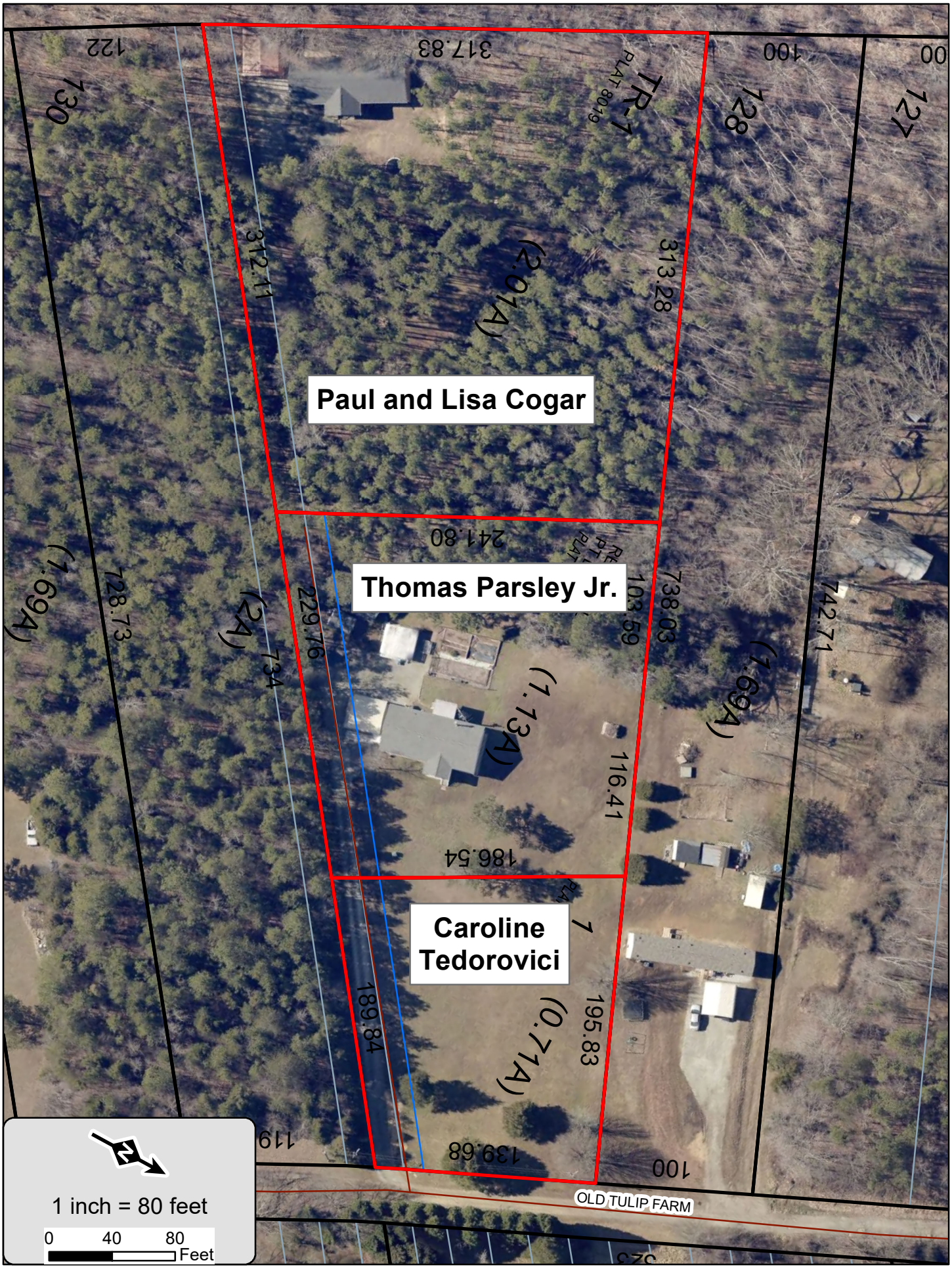
All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.

Petition leader:

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, ***the petition leader should be the first signature below.*** The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owners signatures and submit the completed petition to the Rowan County Planning and Development office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
Thomas J Parsley Jr.	THOMAS J. PARSLEY JR.	1050 PARSLEY TRL. SALISBURY NC. 28147	704-647-9709	317A048
Caroline P. Teodorovici	Caroline P. Teodorovici	830 Dunns Mtn Church Rd Salisbury NC 28146	(980)258-1672	317A059

Old Tulip Farm Rd.
PRIVATE R/W
-35' PRIVATE RIGHT OF WAY
PARCEL ID: 317A048
THOMAS JEFFERSON PARSLEY JR.
ANITA THEODORA PARSLEY
CO-TRS
Deed Book 1291
Deed Page 971
0.715
31,159 SQ FT
1
CAROLINE PARSLEY R
THEODOROVICI
317A059
30' PRIVATE R/W
PARSLEY TRL - PRIVATE R/W
Ex. SINGLE FAMILY Residence
GRAVEL DR
15+ed
PARCEL ID: 317A058
LISA MICHELE COGAR
Deed Book 1266
Deed PAGE 721
(see PLAT: 9995; PG. 8019)
HOUSE SINGLE FAMILY
GAR


Paul and Lisa Cogar
Thomas Parsley Jr.
Caroline Tedorovici
TR-7
PLAT 8019
317.83
312.11
313.28
(2.01A)
241.80
229.76
103.59
738.03
116.41
186.54
189.84
195.83
139.68
(0.71A)
(1.13A)
(7.69A)
(1.69A)
(2A)
728.73
734
742.71
OLD TULIP FARM
1 inch = 80 feet
0 40 80
Feet

Paul and Lisa Cogar
251 Old Tulip Farm Road
Salisbury, NC 28147
May 5, 2023

Rowan County Planning and Development and Rowan County Board of Commissioners
402 N Main Street
Salisbury, NC 28144

Dear Rowan County Planning and Development and Rowan County Board of Commissioners and Rowan County Board of Commisssioners:

As we were made aware, that back in March, the new road name, Parsley Trail was assigned incorrectly using the recorded subdivision plat, involving only ONE of the property owners. Efforts have been made to correct this situation per your guidance, using the road name petition process, intending to have all owners the opportunity to rename the road in collaboration together. The property owners were unable to come into agreement TOGETHER to rename the road using a neutral name (one not resembling a property owner's name or that was chosen by only one person without any other's input) we can all agree on, despite many attempts via phone calls, and in person meetings with all property owners, seeking cooperation from all parties. We have offered to make the change of address a smooth process by reimbursing any prior change of address fees paid thus far and any fees that are needed to move forward with a new name as well. We wanted to provide this information to you so that you are fully aware of the attempts made to follow the petition naming guidelines. At this point in time, since the property owners could not choose a NEW name TOGETHER, we feel that it is in everyone's best interest, for the Board of Commissioners to rename the road using a NEW NEUTRAL name to avoid any further conflict. Thank you all so much for your time, guidance, and consideration during this difficult process.

Paul and Lisa Cogar

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM: Sarah Pack, Clerk to the Board
DATE: 6/19/23
SUBJECT: Board Appointments

The attached applications are appointments that would typically be on the first July meeting. Due to the cancellation of that meeting, they have been added to this agenda.

ATTACHMENTS:

Description	Upload Date	Type
Board Appointments	6/13/2023	Cover Memo
Application Report	6/13/2023	Cover Memo

MONTHLY BOARD APPOINTMENTS
June 19, 2023
COMMISSIONERS MEETING

****

AIRPORT ADVISORY BOARD

Two applications were received for two Business Community seats on the Airport Advisory Board that will become available June 30, 2023. If appointed, these terms would end June 30, 2026.

- John Delmar Denny
- Jeffrey Alan Matthews

Garry Dale Perry applied for the Pilot seat on the Airport Advisory Board that will become available on July 1, 2023. If appointed, his term would end on June 30, 2026.

ATWELL TOWNSHIP VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Three applications were received for three County Seats on Atwell Township Volunteer Fire Department Fire Commission that will become available on July 1, 2023. If appointed, their terms would end on June 30, 2025.

- Mr. Frank Greene
- Bryant Clark
- Kenneth Cole

JUVENILE CRIME PREVENTION COUNCIL

William Downs reapplied for the Faith Community Seat on Juvenile Crime Prevention Council that will become available on July 1, 2023. If reappointed, his term would end on June 30, 2025.

Erin Moody reapplied for the General Seat on Juvenile Crime Prevention Council that will become available on July 1, 2023. If reappointed, her term would end June 30, 2025.

LOCKE VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Brent Mincey applied for one of two seats on Locke Volunteer Fire Department Fire Commission that will become available on July 1, 2023. If appointed, his term would end June 30, 2025.

MILLER FERRY VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Three applications were received for reappointment for three County Seats on the Miller Ferry Volunteer Fire Department Fire Commission that will become available on July 1, 2023. If appointed, their terms would end on June 30, 2025.

- Joe Scott Luckadoo
- Jimmy Shane Wolford
- Clyde Stewart Ash

ROWAN TRANSIT SYSTEM ADVISORY BOARD (RTSAB)

Courtney Gordon applied for the At Large seat on the Rowan Transit System Advisory Board that is vacant. If appointed, her term would end on June 30, 2026.

UNION VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Eric Dean Brady applied for one of three seats on the Union Volunteer Fire Department Fire Commission that will become available on July 1, 2023. If appointed, his term would end June 30, 2025.

(Note: There are approximately 50 vacancies on various boards.)

APPLICATIONS FOR BOARDS WITHOUT VACANCIES

****

EAST GOLD HILL VOLUNTEER FIRE DEPARTMENT FIRE COMMISSIONERS

Lynn Bost submitted an application; however, there are no current vacancies. The next vacancy will be August 1, 2023.

HEALTH BOARD

Mary Ponds submitted an application; however, there are no vacancies. The next vacancy will be January 1, 2024.

LOCAL EMERGENCY PLANNING COMMITTEE BOARD

Dr. Jamie Douglas Durant submitted an application; however, there are no current vacancies. All terms are life terms.

LIBRARY BOARD

Jonathan Barbee submitted an application; however, there are no vacancies. The next vacancy will be August 1, 2024.

PLANNING BOARD

Jonathan Barbee submitted an application; however, there are no vacancies. The next vacancy will be January 1, 2024.

ROWAN ECONOMIC DEVELOPMENT COUNCIL

Octavia Shoats-Morrison, Jerome Davis, Haylee Gardner Shuping, and Jody Aaron Taylor submitted applications; however, there are no current vacancies. The next vacancies will be January 1, 2024.

SALISBURY-ROWAN COMMUNITY ACTION AGENCY, INC.

Octavia P Shoats-Morrison submitted an application; however, there are no current vacancies. The next vacancy will be July 1, 2024.

Airport Advisory Board

Rowan County | Generated 6/13/2023 @ 1:19:16 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mr. John Delmar Denny	8/1/2022	482 SONOMA LN SALISBURY, NC 28146 **Resident:** Yes	**Phone:** 7708419386 **Cell Phone:** 7708419386 **Email:** del@deldenny.com	Validated
Mr. Jeffrey Alan Matthews	6/16/2022	185 Waterford drive 185 Waterford drive Salisbury, NC 28147 **Resident:** Yes	**Phone:** 704-637-8985 **Cell Phone:** 704-202-1571 **Email:** jeffamatthews1@gmail.com	Validated
Garry Perry	7/17/2022	3003 Sides Road Rockwell, NC 28138 **Resident:** Yes	**Phone:** 704-804-0818 **Email:** cw2av8tor@yahoo.com	Validated

Mr. John Delmar Denny

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr. John Delmar Denny
Application Date	8/1/2022
Expiration Date	8/1/2024
Board Member	**John Delmar Denny**
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	BoC Meeting

Basic Information

Name
Mr. John Delmar Denny

Business/Civic Experience and why you feel you are qualified for this appointment:
Forty-eight years as a Corporate/Executive Pilot and Flight Department Manager with Fortune 500 corporations and an Aviation Safety Consultant

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
482 SONOMA LN
SALISBURY, NC 28146

Resident
Yes

Ward/District

Phone
7708419386

Cell Phone
7708419386

Email
del@deldenny.com

Occupation

Employer
NA

Occupation
Professional Aviation Manager/Consultant

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

J. DELMAR "DEL" DENNY
482 Sonoma Lane
Salisbury, NC 28146
Cell Phone (770) 841-9386 E-mail: del@deldenny.com

Safety Consultant with expertise in IS-BAO, Corporate, Charter/Management and Safety Management System Program development

PROFILE:
Responsible, safety oriented and knowledgeable professional in developing SMS programs and the various safety management and regulatory aspects of corporate, charter and airline operations. Flew as senior captain on G-IV and Global Express in both domestic and international corporate and air carrier operations. Recognized for professionalism, safety, efficiency and cost effective operations.
Selected Accomplishments:

- Conducted twenty-one ACSF and more than one hundred and thirty international and domestic Wyvern Operational Audits for charter/management firms. IS-BAO certified auditor which has completed more than twenty audits including Stages II and III.
- Directed world-wide FAR 135 Air Carrier operations using heavy and medium corporate jets.
- Operated under FAR 121 International Air Carrier Certificate.
- International experience with more than 150 Atlantic and 30 Pacific Ocean crossings.
- Developed CRM and Standard Operating Procedures and Safety Management System programs.
- Designated FAR 135 Check Airmen in G-III, LR-55 and LR-60 aircraft.

PROFESSIONAL EXPERIENCE:

WYVERN Consulting, Yardley, PA (2009 – 2016)
Safety Consultant and Auditor
After working as a contract auditor with Wyvern, accepted the fulltime position as Director of Operations to develop audit products and lead safety projects to include revising auditor checklists and develop Safety Management Program standards and checklists. During this period numerous audits were conducted on both fixed and rotary-wing aircraft operations throughout the world.

Silver Pursuits, Salisbury, NC (2008 – Present)
Aviation Safety Consultant
After retiring from FlightWorks in October of 2008, established the above company and have worked with individuals, corporations and air charter firms in conducting safety audits, Gap Analysis, operational policy and procedure evaluations and Safety Management program development and training.

FlightWorks, Kennesaw, Georgia (2004 – 2008)
G-IV Captain and Project Manager
Managed the design, construction and initiated startup of the hangar, office, maintenance facility and fuel farm in Manassas, VA. Purchased the necessary equipment and trained staff to ensure a smooth transition into the operational phase. Implemented a continuous improvement program to enhance, monitor and provide world class customer service and the utmost in safe operating procedures and cost efficiency. Flew as senior captain in an FAR 135 charter/management operation on G-IV and G-III aircraft, mentored pilots to instill safety, high standards and superior crew coordination to further the team concept.

SPRINT, Kansas City, Missouri (2002 – 2004)
Director – Flight Operations
Responsible for budgeting and oversight of the operation and maintenance departments. Developed, defined and directed a Global Express outfitting project to assure completion on time and in accordance with the design specification. Implemented advanced standards, policies and procedures to further the professionalism, safety and customer service of the organization.

TRW, INC. Cleveland, Ohio (1999 - 2002)

Director of Flight Services

Enhanced standards, procedures and introduced modern concepts into an established flight department. Refined the customer service, improved the functionality of the maintenance department and expanded international operations. The department consisted of four corporate aircraft used in the transportation of executives and a shuttle operation.

KEYCORP MANAGEMENT COMPANY, Cleveland, Ohio (1996 - 1999)

Director of Aviation

Merged the flight departments of two banks; Key of New York and Society of Cleveland into one cohesive operation. The position necessitated the development of enhanced Standard Operating Procedures, team building, "right-sizing" the department with the associated disposition of equipment, and reductions in staffing.

AMERICAN CYANAMID COMPANY, Wayne, NJ (1981-1995)

Director of Flight Operations and President of Auxiliary Carriers (1984-1995**)**

Managed a result-oriented department consisting of four corporate jet aircraft. Cyanamid held an FAR 135 Air Carrier Certificate and provided charter services to major corporations based in the metropolitan New York area. The Director had responsibility for all aspects of operations and maintenance to ensure the department functioned in accordance with Federal Aviation Regulations and Operation Specifications. Identified areas for enhancing policies, procedures, standards and safety within the department.

SAUDI ARABIAN AIRLINES, Jeddah, Saudi Arabia (1979-1981)

First Officer on Lockheed L-1011, Tri-Star

Operated as crewmember on a technologically advanced, wide-bodied aircraft in an FAR 121 scheduled airline environment.

McDERMOTT INTERNATIONAL, Dubai, United Arab Emirates (1974-1979)

Chief Pilot (1974-1979)

Managed the operations, maintenance and budgeting processes for a flight department consisting of a large turbo-prop, and Falcon 10 with a support team of 12.

DANA CORPORATION, Toledo, Ohio (1972-1974)

Line Pilot

Flight duties consisted of flying Captain on a Merlin turbo-prop and First Officer on a G-II and Lear 25. Ancillary duties consisted of scheduling five aircraft and developing the budget process and accomplishing various projects for the Director of Operations.

RELATED EXPERIENCE:

16,068 total flight hours, of which 10,849 hours are jet. Type ratings: Global Express, Gulfstream II, III and IV; Falcon 10, 20 and 50; HS125-800; Learjets and Learjet 60; and F-27.

PROFESSIONAL AFFILIATIONS:

- Served on Bombardier's New Product Advisory Council for the design of the Challenger 300, Lear 45 and Lear 60.
- Served on FlightSafety International's Advisory Board

EDUCATION:

IS-BAO Auditor Training (2011, 2013 & 2015)
Air Charter Safety Foundation Auditor Training Seminar (April 2009)
CAE SimuFlite (2004 – 2008) – G-IV and G-III
FlightSafety International (1974 - 2004) – various aircraft ground schools, simulator and type ratings
University of Southern California (1982) – Aviation Safety Management Program

PERSONAL: Married, two grown children. Interests include exercise, shooting sports and involvement with RHM and HOA.

Mr. Jeffrey Alan Matthews

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Status

Name	Mr. Jeffrey Alan Matthews
Application Date	6/16/2022
Expiration Date	6/16/2024
Board Member	**Jeffrey Alan Matthews**
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	BoC Meeting

Basic Information

Name
Mr. Jeffrey Alan Matthews

Business/Civic Experience and why you feel you are qualified for this appointment:
I have served on the Board of Directors for Locke Township Fire Department from 2009 to 2022. During this tenure, I served as Secretary and on several Board sub committees. In addition to my work/business experience (see Resume) I am an active member and have served in many leadership roles at First United Methodist Church Salisbury. I have held a student pilot's license in my past and continue to have an avid interest in General Aviation.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Contact Information

Address
185 Waterford drive
185 Waterford drive
Salisbury, NC 28147

Resident
Yes

Ward/District

Phone
704-637-8985

Cell Phone
704-202-1571

Email
jeffamatthews1@gmail.com

Occupation

Employer
Distinctive NatureScapes, Inc.

Occupation
Co-Owner

Jeffrey A. (Jeff) Matthews

185 Waterford Drive

Salisbury, NC 28147

H: (704) 637-8985 M: (704) 202-1571

jeffamatthews1@gmail.com

PROFILE

A broadly experienced and accomplished business owner and manufacturing management professional with a record of achievement in a diverse array of organizations including a Fortune 250 company. A proven leader, facilitator, and team builder with excellent communication skills.

EXPERIENCE

1998 – Present **Distinctive NatureScapes, Inc.**

Distinctive NatureScapes, Inc. is a closely held landscape construction corporation offering design/build landscape, hardscape, irrigation, and lighting systems for residential and commercial customers as well as professional grounds maintenance services.

Founder & Co-Owner, Salisbury, NC

- Licensed NC Landscape Contractor
- Licensed NC Irrigation Contractor
- Licensed NC Pesticide Applicator
- Licensed Restricted, Limited Plumber

1986 – 1998 **Collins & Aikman Corporation** U.S. Automotive Carpet Division

Collins & Aikman is a world leader in the production of automotive interior systems – textile and plastic trim, acoustics and convertible tops – to the global automotive industry. For the year of 1997, the Company's net sales were $1.7 billion.

1993 – 1998 **Vice President of Operations**, Albemarle, North Carolina

Responsible for the total manufacturing activities in a 700 team member facility involved in the tufting, dyeing, finishing, and coating of automotive carpet.

- Complete P&L responsibility with annual operating budget of $17.0MM.
- Develop and direct the implementation annual operating plan and objectives including capital budget of $3.0MM.

- Coordinate development of annual plant long range operating plan.
- Plant Coordinator for QS-9000 Steering Committee.
- Successfully lead team in $10.0MM capacity expansion project.

Accomplishments:

- Reduced quality cost of non-conformance by 54% from 1993 to 1998
- Received Superior Quality Award – Toyota Motor Company – Japan 1994
- 1996 GM Floor and Trunk Supplier of the Year

1988-1993 **Plant Manager**, Salisbury, North Carolina

Responsible for total manufacturing activities in a 200 team member facility involved in die cutting and fabrication of automotive interior carpet and trunk trim.

- Complete P&L responsibility with annual operating budget of $4.0MM
- Develop and implement overall annual operating plan and objectives
- Coordinate development of annual plant long range plan
- Develop plant overall policy, strategy, structure, and methodology for team member integration into C&A's production system.

Accomplishments:

- Directed on-site team in the design and construction of 105,000 sq. ft. manufacturing plant – 1991
- Reduced quality cost of non-conformance by 45% between 1990 and 1993
- Ford Motor Corp. – Q1 Performer
- General Motor Corp. – Target for Excellence Award
- Chrysler Corp. – QE Award 1992
- Toyota Motor Mfg. – Superior Quality Award
- Subaru – Isuzu: Quality Award 1992

1986-1988 **Industrial Engineering Manager**, Old Fort, NC

Responsible for managing IE staff to achieve short and long term cost reduction projects, develop and coordinate Long Range Plan and Capital Budgets and establish and manage standard cost data for all aspects of total product costs.

Hobbies/Interests: Photography, woodworking, fishing, and golf. I have held a student pilot license.

Garry Perry

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Status

Name	Garry Perry
Application Date	7/17/2022
Expiration Date	7/17/2024
Board Member	**Garry Dale Perry**
Status	Validated

Board	Vacancies	Status
Airport Advisory Board	0	BoC Meeting

Basic Information

Name
Garry Perry

Business/Civic Experience and why you feel you are qualified for this appointment:
33 year military aviation experience stationed at Mid-Carolina Airport

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
3003 Sides Road
Rockwell, NC 28138

Resident
Yes

Ward/District

Phone
704-804-0818

Email
cw2av8tor@yahoo.com

Occupation

Employer
Retail Business Services

Occupation
Corporate Pilot

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Garry Perry

Corporate Pilot
Rockwell, NC 28138
cw2av8tor@yahoo.com
+1 704 804 0818

Career professional pilot
FLIGHT TIME
Total Flight Time 5900
PIC 3250
SIC 2042
Instructor 1425
Airplane Multi-Engine 1800
Airplane Single-Engine 151
Jet 1100

Helicopter 3695
Instrument 256
NVG/NVS 501.8
Night 220
Combat 1100

RATINGS AND CERTIFICATES
COMMERCIAL PILOT - Rotorcraft-Helicopter, Airplane Multi-Engine Land, Airplane Single Engine Land, Instrument Helicopter and Airplane
CERTIFIED FLIGHT INSTRUCTOR - Instrument Flight Examiner
TYPE RATING - SA227 (C-26), 560XL (Citation XLS+)
SECRET Security Clearance

Authorized to work in the US for any employer

Work Experience

Corporate Pilot/ Citation XLS+

RETAIL BUSINESS SERVICES, an AHOLD DELHAIZE COMPANY - Salisbury, NC
January 2019 to Present

• Acting as pilot in command (PIC) of flights for which the pilot has been scheduled.
• Operates aircraft in a safe and efficient manner while in compliance with all company rules and regulations, manufacturers' limitations and manuals, governmental rules and regulations, and any other requirements of agencies having jurisdiction over the flight.
• Provides excellent customer service to passengers, complying with schedules, and other directives governing the aircraft's operations.
• Ensures the preflight inspections are performed, studying weather conditions at destinations, enroute, alternate airports and departure points.
• Ensure that the aircraft is clean and prepared for flight with all provisions on board for the safety and comfort of the passengers.

• Prepare flight plans. Review and calculate the aircraft weight and balance, fuel on board and performance charts. Communicate the fuel needed for each flight by 4:00 p.m. the day before the flight to the appropriate maintenance personnel.
• Supervise the copilot in any duties necessary for the smooth, safe and efficient operation of the aircraft. Coordinate the functioning of all crewmembers assigned to the flight (CRM – crew resource management). Monitor crew performance, sharing knowledge with crewmembers and evaluating crewmember potential for advancement.
• Make decisions necessary to start, delay, or cancel flights and deviate the flight from planned route or destination when operating conditions dictate.
• Monitor fuel purchases and ensure the company is tankering as much fuel as each trip will allow. Any other ancillary duties as deemed necessary by the company.
• Ensures that safety program elements are carried out
• Additional job duties may be assigned as needed to meet the needs of the business and support our Values.

C-26 METROLINER PILOT

ARMY AVIATION SUPPORT FACILITY - Morrisville, NC
March 2013 to Present

Pilot in command the C-26E Metroliner while providing Operational Support Airlift Command (OSACOM) airplane support during day/night and adverse weather conditions CONUS and OCONUS. Coordinate, Plan and execute supported army aviation fixed-wing missions throughout the US and the world based on OSA needs of the C-26 community including predominately VIP transport during peacetime and wartime.

ARMY SOLDIER
October 1989 to Present

Multiple assignments beginning as a computer repairer. Graduated from Army Flight School November 1997. My primary aircraft assignments as a pilot have been the UH-1H Huey, UH-60L Blackhawk and the C-26E Metroliner.

UH-60 INSTRUCTOR PILOT/PIC/SIC

ARMY AVIATION SUPPORT FACILITY - Salisbury, NC
December 2004 to December 2018

Administer Aircrew Training Program (ATP) as an Instructor Pilot for the U.S. Army. Train and evaluate pilots in all aspects of Army aviation, to include standards, military and civilian regulations, tactics, and techniques. Administer annual and no-notice instrument flight evaluations to assigned aircrew. Safely and efficiently provide all-weather, day/night transport of combat troops, VIPs, supplies, and equipment during garrison and combat operations. Conduct Air Assault, Sling Load, Bambi-Bucket, Fast Rope, Helicopter Aquatic Rescue Team (HART) missions with short notice. Provide coordination and oversight for assigned aircrew simulator period scheduling and training. Perform assigned duties as the facility Aviation Safety Officer (ASO).

POLICE OFFICER

Salisbury, NC
January 1996 to December 2004

Proactively protect lives and property by patrolling assigned areas and responding to calls for service. Enforce state laws and local ordinances in accordance with subject matter and territorial jurisdiction of assignment. Investigate reports of criminal activity, domestic violence and traffic accidents throughout the city of Salisbury. Report crimes, violations and incidents through the FBI/ IBR (incident based

reporting) system. Apprehend, arrest and cite violators and violations as a part of crime prevention and detection efforts.

Education

High school or equivalent in U.S. ARMY PROFESSIONAL MILITARY EDUCATION
IN EMBRY RIDDLE UNIVERSITY - Salisbury, NC
2013

UH
1999

Aviation Safety Officer Course
Warrant Officer Candidate School
1996

Skills

- Law Enforcement
- Military Experience
- CRM Software
- Federal Aviation Regulations

Military Service

Branch: United States Army
Rank: Chief Warrant Officer 4

Certifications and Licenses

Pilot License

Certified Flight Instructor

Secret Clearance

Commercial Pilot
November 1996

Instrument Examiner
June 2005

Radiotelephone Operator License

Atwell Township Volunteer Fire Department Fire Commissioners

Rowan County | Generated 6/13/2023 @ 1:19:22 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Bryant Clark	3/13/2023	535 Orbison Rd Mooresville, NC 28115 **Resident:** Yes	**Phone:** 7045302222 **Email:** bryantclark33@yahoo.com	Validated
ken Cole	3/7/2023	108 Chippewa Trail China Grove, NC 28023 **Resident:** Yes	**Phone:** 7049964421 **Email:** krcole@gmail.com	Validated
Frank Greene	3/15/2023	4785 Jackson Rd Mooresville, NC 28115 **Resident:** Yes	**Phone:** 704-467-4660 **Email:** fjgreene3@gmail.com	Validated

Bryant Clark

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Bryant Clark
Application Date	3/13/2023
Expiration Date	3/13/2025
Board Member	**Bryant Clark**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Bryant Clark

Business/Civic Experience and why you feel you are qualified for this appointment:
For the Past 4 years my title was GM and responsible for Top Line and Bottom Line Numbers for Dellinger Precast. I had to work within budgets and meet margins for our board of directors.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
535 Orbison Rd
Mooresville, NC 28115

Resident
Yes

Ward/District

Phone
7045302222

Email
bryantclark33@yahoo.com

Occupation

Employer
Evercast Concrete

Occupation
Director of Sales-National Accounts

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

ken Cole

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	ken Cole
Application Date	3/7/2023
Expiration Date	3/7/2025
Board Member	**Kenneth R Cole**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
ken Cole

Business/Civic Experience and why you feel you are qualified for this appointment:
I served on the commission in 2022.

Have you ever been convicted of a felony?
no

County of Residence
Rowan

Contact Information

Address
108 Chippewa Trail
China Grove, NC 28023

Resident
Yes

Ward/District

Phone
7049964421

Email
krcole@gmail.com

Occupation

Employer
SCN Bestco

Occupation
Finance

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Frank Greene

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Frank Greene
Application Date	3/15/2023
Expiration Date	3/15/2025
Board Member	**Frank Greene**
Status	Validated

Board	Vacancies	Status
Atwell Township Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Frank Greene

Business/Civic Experience and why you feel you are qualified for this appointment:
Have been a member of Atwell Fire Dept for 30 years.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
4785 Jackson Rd
Mooresville, NC 28115

Resident
Yes

Ward/District

Phone
704-467-4660

Email
fjgreene3@gmail.com

Occupation

Employer
FEW Builders LLC

Occupation
Self Employed

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

East Gold Hill Volunteer Fire Department Fire Commissioners

Rowan County | Generated 6/13/2023 @ 1:19:27 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Lynn Bost	3/14/2023	475 Reedy Creek RD Gold Hill, NC 28071 **Resident:** Yes	**Phone:** 7042016771 **Email:** lynnbost@yahoo.com	Validated

Lynn Bost

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Lynn Bost
Application Date	3/14/2023
Expiration Date	3/14/2025
Board Member	**Lynn Bost**
Status	Validated

Board	Vacancies	Status
East Gold Hill Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Lynn Bost

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
475 Reedy Creek RD
Gold Hill, NC 28071

Resident
Yes

Ward/District

Phone
7042016771

Email
lynnbost@yahoo.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 6/13/2023 @ 9:19 am

Health Board

Rowan County | Generated 6/13/2023 @ 1:19:30 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mary Ponds	12/22/2022	PO Box 156 Granite Quarry, NC, NC 28072 **Resident:** Yes	**Phone:** 704-639-6273 **Email:** marysponds@yahoo.com	Validated

Mary Ponds

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mary Ponds
Application Date	12/22/2022
Expiration Date	12/22/2024
Board Member	**Mary S. Ponds**
Status	Validated

Board	Vacancies	Status
Health Board	0	BoC Meeting

Basic Information

Name
Mary Ponds

Business/Civic Experience and why you feel you are qualified for this appointment:
Currently a member of Rowan County Public Health Board of Health

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
PO Box 156
Granite Quarry, NC, NC 28072

Resident
Yes

Ward/District

Phone
704-639-6273

Email
marysponds@yahoo.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Juvenile Crime Prevention Council

Rowan County | Generated 6/13/2023 @ 1:19:32 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Pastor William Andrew Downs	6/12/2023	696 Burrage Road NE Concord, NC 28025 **Resident:** Yes	**Phone:** 7046995255 **Email:** william.downs@rowancountync.gov	Validated
Ms. Erin S. Moody	6/12/2023	811 5th St. Spencer, NC 28159 **Resident:** Yes	**Phone:** 8025227729 **Email:** erin@preventchildabuserowan.org	Validated

Pastor William Andrew Downs

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Pastor William Andrew Downs
Application Date	6/12/2023
Expiration Date	6/12/2024
Board Member	**William Andrew Downs**
Status	Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	2	BoC Meeting

Basic Information

Name
Pastor William Andrew Downs

Business/Civic Experience and why you feel you are qualified for this appointment:
Pastor at Royal Oaks Baptist Church
Board of Directors - Better Business Bureau of the Carolinas
Board of Directors - Mecklenburg County Consumer Fraud Task Force

Have you ever been convicted of a felony?
No

County of Residence
Cabarrus

Contact Information

Address
696 Burrage Road NE
Concord, NC 28025

Resident
Yes

Ward/District

Phone
7046995255

Email
william.downs@rowancountync.gov

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
Yes

Ms. Erin S. Moody

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Ms. Erin S. Moody
Application Date	6/12/2023
Expiration Date	6/12/2024
Board Member	**Erin S. Moody, M.S.**
Status	Validated

Board	Vacancies	Status
Juvenile Crime Prevention Council	2	BoC Meeting

Basic Information

Name
Ms. Erin S. Moody

Business/Civic Experience and why you feel you are qualified for this appointment:
I have served children and families in the community for over ten years. I have a working knowledge of the Juvenile Justice system and I am passionate about seeing youth access programs and supports to lead meaningful lives.

Have you ever been convicted of a felony?
No.

County of Residence
Rowan

Contact Information

Address
811 5th St.
Spencer, NC 28159

Resident
Yes

Ward/District

Phone
8025227729

Email
erin@preventchildabuserowan.org

Occupation

Employer
Terrie Hess Child Advocacy Center

Occupation
Prevention & Outreach Coordinator, Certified Forensic Interviewer, Therapy Dog Handler

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Erin S. Moody
811 5th St. Spencer, NC 28159
T: 802-522-7729
Erin@preventchildabuserowan.org

Education

	University of Vermont	2014
MS	Mental Health Counseling	
	Marymount University	2010
BA	Psychology	

Employment

Terrie Hess Child Advocacy Center — April 2019 – Present
Prevention and Education Coordinator, Forensic Interviewer, Therapy Dog Handler

Social Worker III – Permanency Planning — January 2017 – March 2019
Rowan County Department of Social Services

Social Worker – Investigations and Assessments — June 2016 – January 2017
Randolph County Department of Social Services

Community Engagement

Board Member — January 2023 – Present
Spencer Police Chief's Citizen Advisory Board

Board Member — October 2022 - Present
Juvenile Crime Prevention Council of Rowan County

Member — September 2022 - Present
Rotary Club of Rowan County, North Carolina

Certified Therapy Dog Handler — April 2021 - Present
Canine Caregivers Therapy Dogs, NC

Certifications

Advanced Forensic Interviewer — September 2020
National Children's Advocacy Center

Community Resiliency Model Facilitator Trainer — January 2020
Trauma Resource Institute

Certified Forensic Interviewer April 2019
National Children's Advocacy Center

Local Emergency Planning Committee

Rowan County | Generated 6/13/2023 @ 1:19:37 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Chief Operations Officer RSS Jamie Douglas Durant, Dr	3/1/2023	125 Thomas Lane Cleveland, NC 27013 **Resident:** Yes	**Phone:** 7046306002 **Cell Phone:** 7042134806 **Email:** durantjd@rss.k12.nc.us	Validated

Chief Operations Officer RSS Jamie Douglas Durant, Dr

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Chief Operations Officer RSS Jamie Douglas Durant, Dr
Application Date	3/1/2023
Expiration Date	3/1/2025
Board Member	**Jamie Douglas Durant, Dr**
Status	Validated

Board	Vacancies	Status
Local Emergency Planning Committee	0	BoC Meeting

Basic Information

Name
Chief Operations Officer RSS Jamie Douglas Durant, Dr

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
125 Thomas Lane
Cleveland, NC 27013

Resident
Yes

Ward/District

Phone
7046306002

Cell Phone
7042134806

Email
durantjd@rss.k12.nc.us

Occupation

Employer
Rowan Salisbury Schools

Occupation
Chief Operations Officer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Generated 6/13/2023 @ 9:19 am

Locke Volunteer Fire Department Fire Commissioners

Rowan County | Generated 6/13/2023 @ 1:19:39 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Brent J Mincey	5/16/2023	932 Barnhardt Rd China Grove, NC 28023 **Resident:** Yes	**Phone:** 7047910948 **Email:** brentjmincey@gmail.com	Validated

Brent J Mincey

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Brent J Mincey
Application Date	5/16/2023
Expiration Date	5/16/2024
Board Member	**Brent J Mincey**
Status	Validated

Board	Vacancies	Status
Locke Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Brent J Mincey

Business/Civic Experience and why you feel you are qualified for this appointment:
25 years experience in the fire service
and resident of Locke FD district for 18

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
932 Barnhardt Rd
China Grove, NC 28023

Resident
Yes

Ward/District

Phone
7047910948

Email
brentjmincey@gmail.com

Occupation

Employer
Charlotte Fire Department

Occupation
Fire Captain

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Miller Ferry Volunteer Fire Department Fire Commissioners

Rowan County | Generated 6/13/2023 @ 1:19:42 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mr Clyde Stewart Ash	5/17/2023	1250 Crane View Road Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Miller's Ferry	**Phone:** 704-431-4754 **Cell Phone:** 630-258-9882 **Email:** sash34@carolina.rr.com	Validated
Mr Joseph Scott Luckadoo	6/5/2023	610 White Crane Rd Salisbury, NC 28146 **Resident:** Yes	**Phone:** 17042322524 **Email:** LUCKADOOJ@HOTMAIL.COM	Validated
Mr. JImmy Shane Wolford	5/29/2023	PO Box 822 Faith, NC 28041 **Resident:** Yes	**Phone:** 704-642-7172 **Email:** shanewolford@msn.com	Validated

Mr Clyde Stewart Ash

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr Clyde Stewart Ash
Application Date	5/17/2023
Expiration Date	5/17/2024
Board Member	**Clyde Stewart Ash**
Status	Validated

Board	Vacancies	Status
Miller Ferry Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Mr Clyde Stewart Ash

Business/Civic Experience and why you feel you are qualified for this appointment:
I have been a fire commissioner for Miller's Ferry Fire Department for the past two years and would like to continue assisting them in that role.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
1250 Crane View Road
Salisbury, NC 28146

Resident
Yes

Ward/District
Miller's Ferry

Phone
704-431-4754

Cell Phone
630-258-9882

Email
sash34@carolina.rr.com

Occupation

Employer
Retired

Occupation
Petroleum Pipeline Engineer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Mr Joseph Scott Luckadoo

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr Joseph Scott Luckadoo
Application Date	6/5/2023
Expiration Date	6/5/2024
Board Member	**Joe Scott Luckadoo**
Status	Validated

Board	Vacancies	Status
Miller Ferry Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Mr Joseph Scott Luckadoo

Business/Civic Experience and why you feel you are qualified for this appointment:
Been a Fire Commissioner already for the past 2 years just reapplying

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
610 White Crane Rd
Salisbury, NC 28146

Resident
Yes

Ward/District

Phone
17042322524

Email
LUCKADOOJ@HOTMAIL.COM

Occupation

Employer
Self Employed

Occupation
Self Employed

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Mr. JImmy Shane Wolford

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mr. JImmy Shane Wolford
Application Date	5/29/2023
Expiration Date	5/29/2024
Board Member	**Jimmy Shane Wolford**
Status	Validated

Board	Vacancies	Status
Miller Ferry Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Mr. JImmy Shane Wolford

Business/Civic Experience and why you feel you are qualified for this appointment:
Served on the Millers Ferry Fire Commissioner for the last 2 years. I also serve as Board Chairman of the Rowan Cabarrus YMCA.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
PO Box 822
Faith, NC 28041

Resident
Yes

Ward/District

Phone
704-642-7172

Email
shanewolford@msn.com

Occupation

Employer
United Bank

Occupation
City Executive

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Planning Board

Rowan County | Generated 6/13/2023 @ 1:19:47 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Jonathan S Barbee	1/18/2023	101 Polo Drive Salisburu, NC 28144 **Resident:** Yes	**Phone:** 9802343088 **Email:** barbeejs@outlook.com	Validated

Jonathan S Barbee

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Jonathan S Barbee
Application Date	1/18/2023
Expiration Date	1/18/2025
Board Member	**Jonathan Barbee**
Status	Validated

Board (Rank)	Vacancies	Status
Library Board (1)	0	Pending
Planning Board (2)	0	BoC Meeting

Basic Information

Name
Jonathan S Barbee

Business/Civic Experience and why you feel you are qualified for this appointment:
Dr. Gary Freeze was my homeroom professor at Catawba College in FYS and a mentor to me for 2 years. I know a number of individuals already on the Planning Board.
I am highly engaged with civic organizations and listen on perspectives that improve Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
101 Polo Drive
Salisburu, NC 28144

Resident
Yes

Ward/District

Phone
9802343088

Email
barbeejs@outlook.com

Occupation

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Male

Rowan Economic Development Council

Rowan County | Generated 6/13/2023 @ 1:19:50 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Mrs Octavia Phoebe Shoats-Morrison	3/28/2023	420 Windsor Drive Salisbury, NC 28144 **Resident:** Yes	**Phone:** 7576364399 **Email:** phoebeomorrison@gmail.com	Validated

Mrs Octavia Phoebe Shoats-Morrison

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Mrs Octavia Phoebe Shoats-Morrison
Application Date	3/28/2023
Expiration Date	3/28/2025
Board Member	**Octavia Phoebe Shoats-Morrison**
Status	Validated

Board (Rank)	Vacancies	Status
Salisbury-Rowan Community Action Agency, Inc. (1)	0	Pending
Rowan Economic Development Council (2)	0	BoC Meeting

Basic Information

Name
Mrs Octavia Phoebe Shoats-Morrison

Business/Civic Experience and why you feel you are qualified for this appointment:
I've lived in several states and witnessed the economic development of cities. I would also like to be considered for Parks and Recreation Board. I volunteered for 16 years with City of Newport News, VA Parks and 'Rec and was instrumental in implementing soccer/basketball programs.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
420 Windsor Drive
Salisbury, NC 28144

Resident
Yes

Ward/District

Phone
7576364399

Email
phoebeomorrison@gmail.com

Occupation

Employer
Retired - DOD

Occupation
Contracting Officer Rep/Sr Printing Specialist

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Gender

What is your gender?
Female

Octavia P Shoats-Morrison
420 Windsor Drive
Salisbury NC 28144

Email: phoebeomorrison@gmail.com
Home: (757) 636-4399

Work Experience:

Storage Control Associate, Burlington Stores, Salisbury NC, 28144, March 2020 – Dec 2021 and Wal-Mart Stores Jan 2022 - Jan 2023

- As a Shortage Control Associate, responsible for maintaining a professional loss prevention presence at the store entrance
- Greeting all customers as they enter to ensure customers can see our commitment to providing a safe and secure shopping environment, and to deter theft, shoplifting, and other dishonest activities
- Ensuring my confidence, positive attitude, and engaging personality will allow me to effectively build trust and respect among customers and colleagues.
- Remain alert and engaged in monitoring the entrance and greeting customers during the entire duration of every assigned shift
- Project a professional image including wearing appropriate company-issued loss prevention attire, complying with company dress-code, and utilizing a positive and confident communication-style
- Maintain a clean, organized, and welcoming store entrance environment
- Greet customers with a smile, answer questions, and provide excellent customer service
- Learn and apply all shortage control best practices including performing bag and package checks and enforcing all safety and security standards
- Observe and report on key shortage control insights within your location and work with Asset Protection Investigators and leadership to address areas of opportunity

Senior Publication Specialist/Contracting Officer Representative {COR}, Army Training Support Center, Training Support and Assistance Products Directorate, Fort Eustis, VA 23604, 34 years of Government Service.

- Warehouse Storage and Distribution and Shipping contract) 90% of time served as Contracting Officer's Representative (COR) and Property Administrator for the Commercial Activities (CA) Storage and Distribution and Postage contracts.

  Monitored and ensured the shipping and delivery of over 3M products to the warfighter yearly.

- Maintained surveillance plan, techniques and procedures to use in inspecting operations and contractor performance. Performed quality inspections monthly using data inputted in the inventory distribution system.

- Determined valid workload changes and recurring requirements brought out about by new mission or procedural changes as needed. Ensured workload and resources were met.

- Assured property in the contractor's possession was properly maintained and in good condition. Initiated required action to acquire replacement when item was no longer serviceable. Prepared modifications to contract when necessary.

- . Prepared and submitted Performance Work Statements (PWS), Statement of Work (SOW) and additional paperwork for funding requirements and approval of contracts to higher level management/contracting office for approval yearly.

- Managed all issues dealing with the contractor i.e., health, safety, training and environmental.

- On a daily basis, ensured products were shipped in a timely manner to the warfighter and bases world-wide.

- Prepared budget inputs and executed the annual funding provided for warehouse activities including the contract, equipment lease, supplies and other expenses. Captured and maintained postage log by tracking shipping costs in monthly postage expense spreadsheet weekly. .

- As Publications Specialist for departmental publications, interfaced with DA and DOD on initial replication, requirement and distribution of ADTLP publications and forms in support of the Army's Distant Learning Plan.

- Analyzed, determined, coordinated and trained team members on printing specifications, to include printing processes, color, layout, design, format and packaging. Advised publication technicians on submission of SF1s, 843's and 2511's for outsourcing,

    - Prepared and submitted all High-Level Print jobs for Higher Echelon on Bases.

    - Wrote and submitted Specification to the Government Printing Office for all Aircraft/Building Decals under Air Combat Command, Langley AFB VA

    - Experience in recruiting, screening, interviewing and hiring practices. Served on hiring panels for various positions in the organization. Instrumental in determining duties to be performed and submitted to Human Resources to be placed in job Position Descriptions.
    - Responsible for the printing and distribution of all materials commissioning the George W. Bush Submarine and the Aircraft decals for all bases under Air Comat Command.

Served as President of AFGE (American Federation of Government Employees), Local 1643 from 2015 - 2019.
Previously served as VP and Chief Steward as well from 2013-2015.

Education:

B.S. IN BUSINESS - HAMPTON INSTITUTE - 1985

HAMPTON, VIRGINIA, 23666

Additional Information

PERFORMANCE APPRAISALS – OUTSTANDING FOR 34 YEARS AND ADDITIONAL SUPERIOR PERFORMANCE AND ON-THE-SPOT AWARDS

CERTIFICATE OF ACHIEVEMENT FOR COURSES TAKEN IN COMMUNICATION THROUGH SKILLSOFT

CERTIFICATE OF TRAINING FROM THE GOVERNMENT PRINTING OFFICE FOR COMPLETING "HOW TO COMMUNICATE EFFECTIVELY TO GET THE PRINTING YOU DESIRE"

NUMEROUS LETTERS OF APPRECIATION

CERTIFICATES FROM THE DEFENSE ACQUISITION UNIVERSITY FOR COMPLETING THE FOLLOWING ONLINE COURSES.
1. CONTRACTING OFFICER REPRESENTATIVE WITH A MISSION FOCUS
2. CONTRACTING OFFICER REPRESENTATIVE REFRESHER COURSE
3. CONTRACTING FOR THE REST OF US
4. CONTRACT SOURCE SELECTION
5. TECHNICAL REVIEWS
6. ETHICS TRAINING FOR ACQUISITION TECHNOLOGY AND LOGISTICS
7. MARKET RESEARCH
8. SPEND ANALYSIS STRUCTURE
9. WORK BREAKDOWN STRUCTURE
10. CONTRACTING OVERVIEW

CERTIFICATE FROM THE ARMY LOGISTICS MANAGEMENT COLLEGE, FORT LEE, VIRGINIA FOR COMPLETION OF THE "CONTRACTING OFFICER'S REPRESENTATIVE COURSE (COR) - 8/08
ATTENDED MICC ACQUISITION WORKSHOP - 5/09
ONLINE COURSES ENHANCING CUSTOMER SERVICE/COMMUNICATION SKILLS

Coaching/Volunteering

Volunteered for over 17 years with the Parks and Recreation in the City of Newport News, VA coaching soccer. Coached all age groups from 5-17 years of age.

Coached Hampton High School Varsity Girls Soccer team for 2 years. (2016-2018)

Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

Octavia P Shoats-Morrison
420 Windsor Drive
Salisbury NC 28144

Email: phoebeomorrison@gmail.com
Home: (757) 636-4399

Work Experience:

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    - Prepared and submitted all High-Level Print jobs for Higher Echelon on Bases.

    - Wrote and submitted Specification to the Government Printing Office for all Aircraft/Building Decals under Air Combat Command, Langley AFB VA

    - Experience in recruiting, screening, interviewing and hiring practices. Served on hiring panels for various positions in the organization. Instrumental in determining duties to be performed and submitted to Human Resources to be placed in job Position Descriptions.
    - Responsible for the printing and distribution of all materials commissioning the George W. Bush Submarine and the Aircraft decals for all bases under Air Comat Command.

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Education:

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HAMPTON, VIRGINIA, 23666

Additional Information

PERFORMANCE APPRAISALS – OUTSTANDING FOR 34 YEARS AND ADDITIONAL SUPERIOR PERFORMANCE AND ON-THE-SPOT AWARDS

CERTIFICATE OF ACHIEVEMENT FOR COURSES TAKEN IN COMMUNICATION THROUGH SKILLSOFT

CERTIFICATE OF TRAINING FROM THE GOVERNMENT PRINTING OFFICE FOR COMPLETING "HOW TO COMMUNICATE EFFECTIVELY TO GET THE PRINTING YOU DESIRE"

NUMEROUS LETTERS OF APPRECIATION

CERTIFICATES FROM THE DEFENSE ACQUISITION UNIVERSITY FOR COMPLETING THE FOLLOWING ONLINE COURSES.
1. CONTRACTING OFFICER REPRESENTATIVE WITH A MISSION FOCUS
2. CONTRACTING OFFICER REPRESENTATIVE REFRESHER COURSE
3. CONTRACTING FOR THE REST OF US
4. CONTRACT SOURCE SELECTION
5. TECHNICAL REVIEWS
6. ETHICS TRAINING FOR ACQUISITION TECHNOLOGY AND LOGISTICS
7. MARKET RESEARCH
8. SPEND ANALYSIS STRUCTURE
9. WORK BREAKDOWN STRUCTURE
10. CONTRACTING OVERVIEW

CERTIFICATE FROM THE ARMY LOGISTICS MANAGEMENT COLLEGE, FORT LEE, VIRGINIA FOR COMPLETION OF THE "CONTRACTING OFFICER'S REPRESENTATIVE COURSE (COR) - 8/08
ATTENDED MICC ACQUISITION WORKSHOP - 5/09
ONLINE COURSES ENHANCING CUSTOMER SERVICE/COMMUNICATION SKILLS

Coaching/Volunteering

Volunteered for over 17 years with the Parks and Recreation in the City of Newport News, VA coaching soccer. Coached all age groups from 5-17 years of age.

Coached Hampton High School Varsity Girls Soccer team for 2 years. (2016-2018)

Assisted Volleyball Coach at Crittenden Middle School in Newport News VA

Volunteered for over 5 years as Assistant Basketball Coach for Recreational Teams

Rowan Transit System Advisory Board (RTSAB)

Rowan County | Generated 6/13/2023 @ 1:19:53 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Cortney Gordon	3/30/2023	521 Gold Hill Avenue Rockwell, NC 28138 **Resident:** Yes	**Phone:** 6106980539 **Email:** cgordon0324@gmail.com	Validated

Cortney Gordon

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Cortney Gordon
Application Date	3/30/2023
Expiration Date	3/30/2025
Board Member	**Cortney Gordon**
Status	Validated

Board	Vacancies	Status
Rowan Transit System Advisory Board (RTSAB)	1	BoC Meeting

Basic Information

Name
Cortney Gordon

Business/Civic Experience and why you feel you are qualified for this appointment:
I am an advocate for access to transportation for the residents in Rowan County. And am passionate and wanting to learn more about the process, policies, and ways I can be more present and helpful to my patients and fellow residents in Rowan County.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
521 Gold Hill Avenue
Rockwell, NC 28138

Resident
Yes

Ward/District

Phone
6106980539

Email
cgordon0324@gmail.com

Occupation

Employer
DaVita Dialysis Care of Rowan

Occupation
Social Worker

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Cortney Gordon, MSW

521 Gold Hill Avenue | Rockwell, NC 28138 | (610) 698-0539 | cgordon0324@gmail.com

EXECUTIVE SUMMARY: I am a highly qualified professional with a Master of Social Work Degree with over eight years of experience seeking a position to foster my growing clinical skills as I pursue my clinical licensure as an LCSWA. I am a natural born leader that can work harmoniously with people from diverse backgrounds, cultures, and populations; serving youth through geriatrics. My vocational experiences have given me opportunities to counsel patients, participate in treatment plan development and work collaboratively alongside the treatment team in both health care and community settings. Creative thinker with exceptional work ethic, crisis management, problem solving, and organizational skills. My greatest strength is my ability to lead and empower all patients to reach developmental, vocational and holistic goals.

SKILLS & CERTIFICATIONS:

- Over 20 Years of expertise in Microsoft Suite, Power School, Apple Training.
- Exceptional abilities to communicating with doctors, nurses, home health companies and other healthcare personnel and agencies and coordinate healthcare service
- Expert knowledge of medical conditions and terminology with the ability to develop treatment and intervention plans to address the behavioral issues the patient exhibits.
- Evaluating the mental, emotional and physical status of patients
- Providing bereavement counseling services to families.
- Coordinated and monitored treatment recommendations and services.
- Set boundaries, clear goals and objectives, as well as be an active listener.
- Exceptional organizational and interpersonal skills.
- Member of Phi Alpha Moo Social Work Honors Program, Graduated with Cum Lade
- Supervised and mentored students in the BSW program (Kutztown University).

EDUCATION & TRAINING:

Kutztown University, Kutztown Pennsylvania (2014-2016)

- Earned: Advanced Standing Master of Social Work (MSW). (2016).
- Earned: Bachelor of Social Work (BSW) minor in Psychology. (2014).

INTERNSHIP:

Abilities in Motion, Pennsylvania (2014-2016).
MSW Social Work Internship (19601 Hours) (900 Practicum Hours).

- Created curriculum and activities for grant funded post high school and college readiness program. Worked with students with disabilities and taught life-long skills which included co-op employer placement, cooking, and cleaning. Managed public transportation assignments and created vocational opportunities that led to meaningful employment opportunities for youth with special needs. Served as a liaison between the healthcare facility and the community.

Berks County Area, Pennsylvania (2013-2014)
BSW Social Work Internship (400 Hours)

- Collaborated with various agencies within the protective services unit to assist with Medicare waivers, case management, intake, and ombudsman. Participated in meals on wheels and worked with the homelessness coalition within the community.

PROFESSIONAL WORK EXPERIENCE:

DaVita Dialysis of Rowan County Salisbury, NC October 2021- Present
Nephrology Social Worker II

- Provide intensive case management in the outpatient clinic setting for both individuals with disabilities and serious mental health needs receiving life sustaining dialysis treatment.
- Facilitate a counseling pathway program specific to DaVita Dialysis; utilizing skills and interventions from CBT, DBT, motivational interviewing, and other theoretical frameworks to try to help end stage renal disease dialysis patients with disease management, helping patients to understand the importance of meeting renal goals, and to help address any quality of life concerns or needs.
- Actively participate and collaborate with interdisciplinary team members to provide assistance to patients assess, address, and intervene for patient needs to ensure highest level of care and quality of life.
- Recognized for my ability to lead and my experience in the health care setting providing services to patients with End Stage Renal Disease, provide leadership on a social work advisory group with purpose of increasing engagement and metrics among our social work team leading to higher quality care to our patient's.
- Oversee the social work care and services to approximately 120 patient's receiving outpatient hemodialysis, peritoneal dialysis, and home hemodialysis treatments.

Wake Forest Baptist Hospital Lexington Dialysis Center Lexington, NC September 2017-October 2021
Nephrology Social Worker

- Recognized for my ability to train newly hired nephrology social worker on how to effectively conduct psychosocial assessments, create opportunities for patients to participate in therapy sessions, discuss discharge plans, and learn various crisis interventions and coping strategies.
- Lead and assist with support with clinical and functioning procedures to advance patient health and minimize hospitalizations for patients.
- Educate patients about their kidney disease, and how community resources can help them with getting back to activities they enjoy.
- Highly praised for my abilities to support patients in every stage and treatment serve as a notable resource for support when families and patients are dealing with end-stage renal disease (ESRD)
- Effectively introduce and implement coping skills the assist patients and families, heighten family support by providing community resources to families in need.
- Serve as a liaison and work hard to find community recourse for transportation, home health services and nutritional needs.
- Assist with patients understanding their rights, responsibility, code of conduct and help families and patients with grievance procedures within the Lexington Dialysis Center.

Youth Advocate Program Inc. Reading, Pennsylvania October 2016-July 2017
Behavioral Specialist Consultant, Mobile Therapist

- Supervised client advocates and family specialist on interdisciplinary teams.
- Provided client system bio-psycho-social needs assessment, develop treatment plan, and facilitate needed interventions.
- Developed and assessed client system goals and discussed goals with teams.
- Planned discharge from care facility to home or other care facility, monitored, evaluated, and recorded client progress according to measurable goals.
- Identified environmental impediments to patient progress through interviews and review of patient records.
- Referred patient, client, or family to community resources to assist in recovery from mental or physical illness and to provide access to services such as financial assistance, legal aid, housing, job placement or education.

Abilities in Motion Reading Pennsylvania May 2014-May 2016

Service Coordinator, Quality Assurance Manager

- Analyze and recommend changes to systems and operational procedures. Conducted audits and keep reports to document all quality assurance activities
- Consistently exceeded goals in monthly metrics and provide timely and accurate results without sacrificing quality of work.
- Created and implemented effective and efficient protocols for testing.
- Maintained 96% accuracy on all spreads with less than 1% returned for re-spread during the review period.
- Provided a positive customer experience with fair, friendly, and courteous service
- Record and track any complaints or issues, including the cause and solution, through both tracking systems and records
- Interpreted, complied with and develop the company's quality assurance standards.
- Developed and improved upon standards for design and production.
- Identified training opportunities and needs for the entire company and ensured the completion of necessary training by all departments.

REFERENCES

Annie Barton

Youth Advocate Program Director

(717) 271-6843

Aburton@youthranch.org

Angelica Levesque

Abilities in Motion Service Coordinator Supervisor

(484) 561-4140

Abriozo@gmail.com

Ann Marie Thompson

Health Systems Management, Wake Forest Baptist Health Dialysis & Charge Nurse Supervisor

(704) 806-2293

athompson@wfopd.com

Melisa Patterson

DaVita Dialysis, Regional Point Nephrology Social Work Manager

(704) 223-1506

Melisa.Paterson@DaVita.com

Rowan-Cabarrus Community College Board of Trustees

Rowan County | Generated 6/13/2023 @ 1:19:56 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Carl Short, Jr.	6/2/2023	602 S. Fulton Street Salisbury, NC 28144 **Resident:** Yes	**Phone:** (704) 798-0163 **Email:** cshort@woodsonlawyers.com	Validated

Carl Short, Jr.

Rowan County | Generated 6/13/2023 @ 9:19 am by OnBoard2 - Powered by ClerkBase

Status

Name	Carl Short, Jr.
Application Date	6/2/2023
Expiration Date	6/2/2024
Board Member	**Carl Short**
Status	Validated

Board	Vacancies	Status
Rowan-Cabarrus Community College Board of Trustees	0	BoC Meeting

Basic Information

Name
Carl Short, Jr.

Business/Civic Experience and why you feel you are qualified for this appointment:
I am currently serving as an appointment of the Rowan County Board of Commissioners to the Rowan-Cabarrus Community College Board of Trustees.

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Contact Information

Address
602 S. Fulton Street
Salisbury, NC 28144

Resident
Yes

Ward/District

Phone
(704) 798-0163

Email
cshort@woodsonlawyers.com

Occupation

Employer
The Woodson Law Firm

Occupation
Lawyer

Other Questions

Question #4

Are you a Rowan County Government employee?
No

Union Volunteer Fire Department Fire Commissioners

Rowan County | Generated 6/13/2023 @ 1:19:59 PM by OnBoard2 - Powered by ClerkBase

Applicant	Date	Address	Contact	Status
Eric Dean Brady	5/2/2023	6025 Stokes Ferry Rd Salisbury, NC 28146 **Resident:** Yes **Ward/District:** Hatters Shop	**Phone:** 704-647-0911 **Cell Phone:** 704-213-7164 **Email:** ericbrady@roadrunner.com	Validated

Eric Dean Brady

Rowan County | Generated 6/13/2023 @ 9:20 am by OnBoard2 - Powered by ClerkBase

Status

Name	Eric Dean Brady
Application Date	5/2/2023
Expiration Date	5/2/2024
Board Member	**Eric Dean Brady**
Status	Validated

Board	Vacancies	Status
Union Volunteer Fire Department Fire Commissioners	0	BoC Meeting

Basic Information

Name
Eric Dean Brady

Have you ever been convicted of a felony?
No

County of Residence
Rowan

Request for Waiver of Term Limits
2 years

Contact Information

Address
6025 Stokes Ferry Rd
Salisbury, NC 28146

Resident
Yes

Ward/District
Hatters Shop

Phone
704-647-0911

Cell Phone
704-213-7164

Email
ericbrady@roadrunner.com

Occupation

Employer
Thrivent

Occupation
Financial Consultant

Other Questions

Question #4

Are you a Rowan County Government employee?
No

ROWAN COUNTY
A COUNTY COMMITTED TO EXCELLENCE

130 West Innes Street - Salisbury, NC 28144
TELEPHONE: 704-216-8180 * FAX: 704-216-8195

MEMO TO COMMISSIONERS:

FROM:	Jay Dees, County Attorney
DATE:	6/19/23
SUBJECT:	NCGS 143-318.11(a)(3)

The Board is asked to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on June 5, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve attorney-client privilege regarding a matter involving Millbridge Speedway and Rowan County.