

ROWAN COUNTY COMMISSION AGENDA

November 7, 2022 - 3:00 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/rowanboc3pm Password: 028144

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Call to Order

Invocation

Provided By: Chaplain Michael Taylor

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.

- Consider Approval of the Minutes: October 17, 2022
- 1 Consider Approval of Consent Agenda
 - A. Data Network Purchase
 - B. Sole-Source HLP Inc. Chameleon Software
 - C. Amendment No. 3 for REI Engineers, Inc. Master Agreement & Contract for

- Engineering Fees for Library Roof
- D. Proclamation for National American Indian Heritage Month
- E. Sale of Ground Lease Hangar T5
- F. ADW Proposal For Services Related to Advanced Planning Phase for Health Department at West End Plaza
- G. Sole-Source Freshworks
- H. Cancellation of December 19, 2022 Commission Meeting
- Resolution and Request From NCDOT For Abandonment Of Portion Of Cannon Road From State Secondary Road System For Maintenance
- J. Schedule Public Hearing: Proposed Road Name Stamey Way
- K. Certification Documents for NC Museum Grants
- L. Housing Rehabilitation Lien Release
- M. NCDOT ROAP Grant Allocation Increase (Transit Svcs)
- N. Ambulance Remount
- O. Sole-Source Binti
- P. Sole-Source Library Corp TLC Cloud
- Q. Award Mid-Carolina Regional Airport Landscaping Improvements Country Boy Landscaping
- R. Request to Participate in FEMA BRIC 2022 C&CB Program
- S. Sale of Surplus Equipment
- T. Leadership Development Program
- 2 Public Comment Period
- 3 Public Hearing for 2023 Schedule of Values
- 4 Rowan County Tourism Wayfinding Signage ARPA Funding Request
- 5 Selection of Voting Delegate for NCACC Legislative Goals Conference
- 6 Budget Amendments
- 7 Closed Session
 - Personnel
 - To Consider Approval of Closed Session Minutes
 - For Attorney-Client Privileged Communication
- 8 Adjournment

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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: Carolyn Barger, Clerk to the Board

DATE: October 18, 2022

SUBJECT: Consider Approval of the Minutes: October 17, 2022

ATTACHMENTS:

Description Upload Date Type

October 17, 2022 Minutes 11/2/2022 Cover Memo

Greg Edds, Chairman Jim Greene, Vice- Chairman Mike Caskey Judy Klusman Craig Pierce



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 October 17, 2022 – 6:00 PM J. NEWTON COHEN, SR. ROOM J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING

Present: Greg Edds, Chairman Jim Greene, Vice-Chairman Mike Caskey, Member Craig Pierce, Member Judy Klusman, Member

County Manager Aaron Church, Clerk to the Board Carolyn Barger, County Attorney Jay Dees, and Finance Director Anna Bumgarner were also present.

Chairman Edds convened the meeting at 6:00 p.m

Chaplain Michael Taylor provided the Invocation

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

There were no additions to the agenda.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously. (Note: At the conclusion of agenda item #2, Chairman Edds switch the order of agenda items #4 and #5).

CONSIDER APPROVAL OF THE MINUTES

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve the minutes of the October 3, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Pierce moved approval of the Consent Agenda. The motion was seconded by Commissioner Greene and passed unanimously.

The Consent Agenda consisted of the following:

- A. Badcock Home Furniture Lease Renewal
- B. Sale of Ground Lease Hangar T7
- C. Recommendation to Change Shelter Rental Times
- D. Sole-Source SHI International
- E. Sole-Source Wrike
- F. SECU ATM at WEP
- G. Tax Refunds for Approval
- H. Titan Aviation Fuel
- I. Airport Parking Lot Change Order #2
- J. RTS Subrecipient Title VI Program Plan
- K. Positions Requested as Part of Opioid Settlement Proposal
- L. Award Facilities Services Roof Replacement To Interstate Roofing, Inc.
- M. 2022 Principal Expense Report Short Form for Q3 Lobbying
- N. Refund of Fees

2. SPECIAL RECOGNITION

In honor of Clergy Appreciation Month, Chairman Edds expressed thanks to Chaplain Hugh "Michael" Taylor and also to his son, Chaplain Michael Paul Taylor. Chairman Edds said the burdens for the County Commission seemed to get heavier and the board members were appreciative for the prayers and support from the Chaplains. Both Chaplains also ministered to law enforcement locally and across the State of North Carolina through the Shield-A-Badge With Prayer Ministry. Chairman Edds said the Commissioners could feel the evidence of the prayers and the Board wished to provide both Chaplains with a gift of appreciation. A round of applause followed the recognition.

At this point in the meeting Chairman Edds moved to approve switching the order of agenda items #4 and #5 (this was due to the crowd in attendance for item #5). The motion was seconded by Commissioner Pierce and passed unanimously.

3. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period and with no one wishing to address the Board, Chairman Edds closed the Public Comment Period.

4. QUASI-JUDICIAL HEARING FOR SUP 03-22: NETWORK BUILDING AND CONSULTING

(Note: Agenda items #4 and #5 were switched in the order of presentation/discussion but were left in numerical sequence for the purpose of the minutes).

Chairman Edds read the Chairman's Speech (Exhibit A) and declared the hearing for SUP 03-22 to be in session. Chairman Edds said the hearing would focus on an application

submitted by Network Building and Consulting to construct a satellite earth base station for high speed internet service on Tax Parcel 568-022 located at the 300 block of Upright Road.

The Clerk swore in those wishing to provide testimony in the case.

Assistant Planning Director Shane Stewart, 402 North Main Street, Salisbury, North Carolina, presented the Staff Report (Exhibit B). Mr. Stewart also provided a power point (Exhibit C) as he discussed the case.

Mr. Stewart said on behalf of their client, Amazon Kuiper Infrastructure, LLC., Network Building and Consulting was requesting a special use permit for a wireless support structure in the form of a satellite earth base station that would provide high speed internet service on a vacant 1.11 acre parcel identified as Parcel ID 568-022 located at the 300 block of Upright Road zoned Rural Agricultural (RA). Per section 21-60 (4)(a), the request was subject to the issuance of a Special Use Permit (SUP), compliance with the associated six (6) specific use criteria, and compliance with the six (6) general special use criteria.

Using the power point (Exhibit C), Mr. Stewart showed the site in question and the surrounding areas as he discussed the application. Mr. Stewart said by the Zoning Ordinance definition, all applications for "wireless support structures" to this point had been in the form of monopole, lattice, or guyed structure (a.k.a. "cell towers") to serve voice/data services. Amazon proposed a telecommunication facility featuring six (6) satellite dishes eight (8) feet in diameter each mounted on short poles with an overall height of less than fifteen (15) feet, which would serve as an earth "base station". Dishes will communicate with Amazon's network of low earth orbit satellites to provide "high quality, high speed internet access" to the entire Rowan County boundary.

Planning Staff recommended the use of #57 stone over a geo-textile fabric specified by the Zoning Ordinance as a pervious surface for this development proposed within a SWII BW area, which limited impervious coverage to 12%. If approved, Staff would ensure documentation was provided to substantiate the completed stone base complied with the limitation for future reference.

Mr. Stewart referred to the Millbridge Scenic Byway, which ran along Sloan Road. Mr. Stewart said there was a little bit of a view from Sloan Road to the facility.

Mr. Stewart described the fencing proposed by the applicant. Mr. Stewart also used the power point (Exhibit C) as he discussed the required photo simulations around the area, including the proposed fencing.

Mr. Stewart highlighted the special use requirements and evaluation criteria contained in the Staff Report (Exhibit B).

While not a conventional "wireless support structure", the same criteria applied to the request less the noted exception regarding analysis of existing towers or preferred sites within a "search ring". Plans included the staff encouraged evergreens to screen three (3) sides of the proposed solid metal fence surrounding the facility. If approved, staff would encourage consideration of the following conditions of approval:

- 1. Prior to permitting, Applicant shall provide a structural analysis report by a registered North Carolina structural engineer certifying that the satellite dishes will comply with ANSI/TIA-222 G or H standards and the fall radius within the lease area.
- 2. If an emergency power backup generator is to be used, its noise level shall not exceed 65dBa at the nearest property edge. Testing shall be limited to the hours between 9:00 A.M. and 4:00 P.M., (Monday through Friday).
- 3. Clearly visible signs warning of potential RF exposure risk shall be affixed to the compound fence in accordance with FCC Rules and Regulations and OET Bulletin 65.
- 4. No advertising shall be posted on the compound fence.
- 5. Provide PE certification and as-built documentation substantiating the total builtupon area square footage does not exceed 12% of the property acreage outside the right of way.

Mr. Stewart noted that as with any telecommunication request, Planning Staff used the County's consultant, City Scape. Mr. Stewart said it was the opinion of City Scape that the proposed facility, at least from a health and safety viewpoint, would not have a problematic effect on the residents of the County. A fiber communications facility that included at least one satellite dish was located on the adjacent parcel to the west which may have a mitigating effect on the visual impact of the proposed facility.

The Land Use Plan (LUP) did not have a specific plan recommendation for wireless support structures.

Continuing with the power point (Exhibit C), Mr. Stewart said City Scape provided recommendations for the Commissioners to consider.

Mr. Stewart discussed the procedural requirements for the Board when considering the request.

Commissioner Pierce asked Mr. Stewart if the Commission should approach the Planning Board to put some language together since the County did not currently have anything in the LUP for these types of structures. Mr. Stewart asked if there was anything specific Commissioner Pierce might want included. Commissioner Pierce responded anytime there were gaps, he felt it a good idea to address those gaps as he could foresee these

types of requests expanding in the County. Commissioner Pierce confirmed to Mr. Stewart the changes should be for land use recommendations.

Chairman Edds opened the floor for those who had been sworn in to come forward and provide testimony:

- Paul Whitley of Marshal Drive in Maryland, spoke on behalf of the applicant, Amazon Kuiper Infrastructure, LLC. Mr. Whitley said he worked for Network Building and Consulting. Mr. Whitley said he would not repeat the information presented by Mr. Stewart; however, he would answer any questions the Commissioners had about the proposed facility.
- Jonathan Wise, Sloan Road, said his residence was behind the proposed project.
 Mr. Wise said he and other residents had questions about what was happening in
 the area. Mr. Wise said the residents were fine with the pipeline already located in
 the vicinity but were against the proposed project. Mr. Wise said he already had
 high speed fiber optic cable in his yard. Mr. Wise said no one on Sloan Road had
 internet and most preferred to keep it that way.
- Rose LaCasse of Covenant Woods Road, Salisbury, read a prepared statement, which was provided to the Clerk to the Board for the record (Exhibit E). Ms. LaCasse's comments focused on the properties and the surrounding areas of the proposed project. Ms. Lacasse talked about the efforts of the Mount Ulla Historic Preservation Society (Society), which she was a member of, to document the rural landscapes in western Rowan County. The efforts of the Society led to Sloan Road becoming a North Carolina Scenic Byway (Byway). Ms. LaCasse mentioned three (3) properties that were part of the National Register of Historic Places: Kerr Mill, Dr. Samuel Kerr House, and the 1700's Owen-Harrison house. Ms. LaCasse also noted the location of a Century Farm designation. In closing, Ms. LaCasse felt that while the project would be welcomed in the County, a different location would be more appropriate.
- James Rollans, of NC Highway 801, Mt. Ulla, stated he was also a member of the Society. Mr. Rollans referred to prior comments about the language in the LUP addressing wireless facilities but those facilities were not like the proposed project. Mr. Rollans said Staff worked with the applicant to find a place best suited. Mr. Rollans highlighted portions of the special use requirements as compared to the County's Zoning Ordinance (Ordinance) with regards to preferred sites and colocation. Mr. Rollans said contrary to the Staff Report (Exhibit B), page 2, the Ordinance required documented evidence of the applicant's investigation of all alternative sites with owners/operators of existing structures with telecommunications facilities. Mr. Rollans said the applicant should have provided a list of those sites investigated. According to Mr. Rollans, the list was provided but did not seem to include the competent and substantial material evidence in the Staff Report (Exhibit B). Mr. Rollans said he was of the understanding the applicant should have reached out via certified mail for co-location options and provided evidence with a written response as to whether co-locations would have been an option. Mr. Rollans felt the application was incomplete and per the Ordinance he

- recommended the Board return the application for completion and to encourage the applicant to find a more suitable location.
- Marian Rollans, NC Highway 801, Mt. Ulla, provided a handout (Exhibit F) with photos she stated would provide a visual tour of the rural area. Ms. Rollans discussed each photo and the reasoning as to why she felt the area was not the appropriate location for metal structures.
- James Rollans came back to the podium. Mr. Rollans again referred to the Staff Report (Exhibit B) and discussed the application's compliance with special and general use criteria. Mr. Rollans outlined the criteria he believed the applicant had failed to meet. Mr. Rollans discussed the character of the area and recalled several actions previously taken by the Board to preserve farmland. Mr. Rollans described the proposed project as commercial and metallic, not scenic, which he said would distract from the natural beauty of the area, setting the precedent for future similar requests. Mr. Rollans asked the Board to site the facilitimelsewhere.

Chairman Edds referred to page 2 of the Staff Report (Exhibit B) and asked Mr. Stewart if the Board should send the request back as an incomplete application. (At this point, a portion of the recording was inaudible for transcription). Mr. Stewart referred to a different request and noted Duke Energy would not allow for the location of six (6) dishes and it would be up to the Board whether to require a letter from Duke Energy. Mr. Stewart said Sloan Park would be a good location since churches and parks were listed as preferable sites, which is probably why the applicant did not pursue the requirement for sending/obtaining the letters. Mr. Stewart said Staff was not making an assertion and felt that after six (6) months of working with applicant, the information was enough for the Commissioners to consider. Mr. Stewart continued by saying the information/application was different than an application for a broadcast tower. Mr. Stewart said it would be up to the Board to decide if it wanted more information. Mr. Stewart said in fairness to the applicant, after four (4) submittals, Staff felt the information was enough for the Board to consider. Mr. Stewart noted the criteria was predicated on a new tower such as for Verizon, for example. The application under consideration was internet based and not for a tall structure like a cell tower. Mr. Stewart said there would be no co-locations since the request was not the same as for a tower.

In response to an inquiry from Chairman Edds, Mr. Whitley said the dishes in question were transmission dishes. Mr. Whitley said the location was picked to address all the concerns mentioned during the hearing. Mr. Whitley noted the site did preserve the surrounding area as the applicant would not have to put up a 9,000 square foot facility next to a church, or, dig up the ground because there was already fiber next to the site. Mr. Whitley said the applicant would tap into the existing fiber and minimize the impact on the surrounding area. Mr. Whitley explained that the trees could not exceed the top of the fence because there would be a signal coming from the satellite to communicate. Mr. Whitley said the location was not just for the neighborhood but rather statewide in order to provide broadband service. Mr. Whitley said the site would help provide a solution for those who could not receive internet.

According to Mr. Whitley, the dishes were large and could not co-locate on a telecommunication tower. Mr. Whitley continued by saying the County's code was written for telecommunication structures/towers and the proposal was for a communication facility. Mr. Whitley said there was separation that must be met.

Mr. Whitely said there would be no adverse effects on wetlands or woodlands because there were none located on the property under consideration. With regards to the 10' metal fencing, Mr. Whitley reported the fence was required by the FCC as a barrier to keep the RF from going out of the facility. Mr. Whitley was of the opinion the site was the most feasible with the least impact to the surrounding area.

Commissioner Caskey asked if there was a way to aesthetically make the fence to look like something on a farm. Mr. Whitely said he could look into the request but was uncertain what the aesthetic improvements could be at 10' high. Commissioner Caskey asked if the Society could paint something on the side. Mr. Whitley said the applicant would be open to explore options to paint (i.e., barn, barn quilt) on the side, or, a different color.

With no further testimony to be provided, Chairman Edds closed the public hearing.

Chairman Edds was inaudible for a few minutes as he talked about the existing utilities around the location.

Commissioner Caskey felt shrubbery should be placed around the metal fencing and suggested the applicant work with the outside groups to make it look better.

Commissioner Pierce said the County had been inundated the last few years with people who wanted internet service and the County had worked diligently to help. Commissioner Pierce felt the proposed project would be one more piece "of the puzzle" to providing internet service. Commissioner Pierce said the County had invested millions to advance the County with broadband/internet and he was of the opinion the Board needed to support bringing affordable internet service to the western portion of the county.

Chairman Edds said in looking back through the years, the County had made mistakes regarding infrastructure that placed the County behind. Chairman Edds said people had moved because they did not have access to the internet. Chairman Edds said the County was building emergency facilities driven by internet, etc. and he felt the proposed project would be the least intrusive of the existing power lines, fencing, pipelines that required maintenance, etc.

Chairman Edds moved the development of the property in accordance with the proposed conditions will not materially endanger the public health or safety.

FACT: Based on plans submitted and established conditions of approval, the proposed facility will comply with all applicable Federal, State, and Local regulations.

FACT: Rowan County telecommunications consultant City Scape concluded "the proposed facility, at least from a health and safety viewpoint, would not have a problematic effect on the residents of the County".

The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

Chairman Edds moved that the development of the property in accordance with the proposed conditions will not substantially injure the value of adjoining or abutting property, or that the development is a public necessity.

FACT: No material evidence was presented suggesting this request would injure property values.

The motion was seconded by Commissioner Pierce and passed unanimously.

Chairman Edds moved that the location and character of the development in accordance with the proposed conditions will be in general harmony with the area in which it is located and in general conformity with any adopted county plans.

FACT: This request complies with all specific special use requirements in section 21-60 (4) of the Zoning Ordinance.

FACT: Facility improvements will primarily be screened by a ten foot green metal fence and evergreen shrubs along three sides.

FACT: The subject property is located adjacent to a Duke Energy transmission line and a Williams-Transco natural gas pipeline and associated communications compound at 295 Upright Road.

Commissioner Pierce seconded and the motion carried unanimously (4-0).

Commissioner Pierce moved. Commissioner Greene seconded and the vote to approve SUP 03-22 passed unanimously (4-0).

5. PUBLIC HEARING FOR Z 05-22

(Note: Agenda items #4 and #5 were switched in the order of presentation/discussion but were left in numerical sequence for the purpose of the minutes).

Planner Aaron Poplin presented the staff report, as well as a power point, for rezoning petition Z 05-22. Mr. Poplin stated the Sutton Children LLC were petitioning to rezone their parcel at the approximate 3700 block of Mooresville Road from Rural Residential (RR) to Commercial, Business, Industrial with a Conditional District (CBI-CD) for the placement of a mini-storage warehouse facility. The property was further referenced as county tax parcel 463A289.

Mr. Poplin showed photos of the property and the surrounding area via the power point.

Mr. Poplin said the property was located in Area 2 of the Western Area Land Use Plan (LUP) areas adjacent to Salisbury, Spencer, China Grove, and Landis. Area 2 encouraged mixed development throughout the area. Mooresville Road/NC Highway 150 was identified as a major thoroughfare and the LUP recommended Highway Business off major thoroughfares and NC highways.

The LUP recommended considering building appearance, design elements and landscaping for new businesses. Conditional district rezonings offered the Board an opportunity to recommend these enhanced design elements in the form of mutually agreed upon conditions.

Mr. Poplin noted the proposed mini-storage warehousing had higher performance standards included, which were not typical to the mini-storage facilities that had been brought to the Board in recent years. One of the more notable differences included a manned office with a masonry façade and windows instead of only metal siding. The heavy duty asphalt paving was a higher standard than the gravel paving commonly used in storage facilities in the County.

Using a power point, Mr. Poplin reviewed the consistency with the requested zoning district's purpose and intent, compatibility of all uses within the proposed district classification with other properties, and the potential impact on facilities such as roads, utilities and schools. Mr. Poplin noted the North Carolina Department of Transportation (DOT) had indicated it did not have an issue with granting access off Mooresville Road; however, the DOT had not issued a formal driveway permit.

The Planning Board held a courtesy hearing on the matter in July. Multiple people from the community spoke in opposition with concerns related to traffic issues, safety, property values, and privacy.

The applicant amended the request following the Planning Board meeting. The applicant reduced the scale of the use to address some of the concerns of the community and Planning Board. The most notable changes were as follows:

- Reduction from 6 to 4 buildings. Total storage capacity reduced from 112,000 square feet to 80,000 square feet.
- Removal of parking area for boats and RVs.
- Removal of the secondary entrance off of John Rainy Road.
- Increase of the buffer area from 20' to 25' and 30'.
- Increase in vegetative screening for adjoining residences.
- Wood or Vinyl fencing added to buffer area with adjoining residences off of Mooresville Rd.

Planning Board members raised concerns the use would go behind existing houses and surround the residence at 3707 Mooresville Rd on two (2) sides. The Planning Board also acknowledged the traffic concerns but decided it was not relevant to the request as the amount of traffic on the road was a problem prior to the request.

The Planning Board adopted the following statement: Statement of Consistency and Reasonableness – Z 05-22 is not consistent with the Western Land Use Plan or reasonable/appropriate based on the following:

- The project size of 96000 square feet on 5.98 acres of land is out of scale with the area:
- The project will split the existing houses (4);
- The project will overwhelm the neighborhood.

The statement was adopted with a vote of 4 to 2 and a motion by the Planning Board to deny the application was adopted by a vote of 4 to 2.

Staff comments outlined in the staff report included:

- Higher Standards described in the building elevations could change unless added as a mutually agreed upon condition of approval. However, the asphalt paving is on the site plan so it would be required without adding a separate condition.
- The applicant had mentioned shielding the lighting. The Board could consider requiring the shielding of the lighting as a condition of approval.
- With the request being a conditional district, the Board could add mutually agreed upon conditions to address other concerns that were not adequately addressed in the updated site plan.

Procedurally, Mr. Poplin reported the Board must develop a statement of consistency describing whether its action was consistent with any adopted comprehensive plans and indicate why their action was reasonable and in the public interest. A statement analyzing the reasonableness of the decision was also necessary to substantiate a small-scale zoning decision. While spot zoning in North Carolina was considered legal, it had to be determined as reasonable based on a number of factors established by the courts.

Commissioner Klusman questioned the use of gravel versus asphalt. Mr. Poplin said the applicant chose asphalt as a higher standard. County Attorney Jay Dees pointed out the retention pond would also be in place, as well.

Chairman Edds opened the floor for comments from the applicant and Frank Sutton came forward, along with his son Drew Sutton. Mr. Sutton said Drew was one of his five (5) children in Sutton Children, LLC. Mr. Sutton stated his grandfather had farmed the property in question.

Mr. Sutton said he had lived on the property and had been a member of Neel Road Baptist Church. Mr. Sutton described the proposed project as neighborhood business and stated

Sutton Children, LLC would oversee the fulltime management. Mr. Sutton said fulltime management would be on site, as well. Mr. Sutton provided a handout, which was a rendering of the proposed business and other small businesses in the area. Mr. Sutton said the proposed use would most likely generate the least traffic of the small businesses around the property. Mr. Sutton said the storage units would be indoor, climate-controlled and there would not be a lot of activity going on outside of those buildings. Mr. Sutton said Rowan County currently had only one (1) climate-controlled warehouse and it was at capacity. Mr. Sutton said Sutton Children, LLC wanted to be a good neighbor and felt there was a need for the units. Mr. Sutton referred to the aerial photo in the handout and pointed out the wooded buffer almost completely surrounding the property. Mr. Sutton said the building at the corner of John Rainey and the entrance was removed from the plans after listening to the Stratmann's concerns. The requirements called for a 20 foot landscape buffer and Mr. Sutton said the project was now averaging 25-28 feet. A significant amount of landscaping and fencing had been added Mr. Sutton said the plans had been created via full civil engineering, a perk test had been performed, and the driveway and stormwater was sufficient. Mr. Sutton said Sutton Children, LLC. had invested in the buildings for years and he continued by discussing the proposed project's tasteful appearance, as well as the elevations. In closing, Mr. Sutton said there would be additional buffering not currently in the plans. The business had also taken the Anthony household under consideration and tried to use the naturally existing wooded buffer and supplemented with as much buffering as was needed.

Drew Sutton said his dad had done a great job highlighting the changes. Drew said Sutton Children, LLC. had tried to be mindful of the community and the commentary made at the Planning Board meeting. Drew stressed the business wanted to be good stewards and an asset to the community going forward.

Commissioner Klusman inquired as to the height of the trees. Mr. Sutton said the plans called for Leyland Cypress, a fast-growing tree. Mr. Sutton assured Commissioner Klusman the landscape plan would be as nice as possible. Mr. Sutton said the facility would stand out from the competition. Drew added that dying trees would do the business no favor with potential clients and the landscaping would be manicured and well maintained.

Commissioner Klusman asked the applicant would be agreeable including in the conditions that all dead screening would be replaced. Mr. Sutton responded yes.

Commissioner Klusman discussed her preference for the use of crushed stone as opposed to asphalt due to water runoff.

Commissioner Greene inquired as to the type and direction of the lighting to be used. Mr. Sutton said the plan was to use lighting that was "hooded" on the corners of the buildings to prevent the lighting from pushing out into the neighborhood. Mr. Sutton said the buildings would be relatively one height/one story and he talked about the civil engineering plans and how the business would use the substantial drop-off to its advantage with the

lack of visibility/lighting of the facility to the neighbors.

Chairman Edds opened the public hearing to receive citizen input regarding Z 05-22. The following individuals came forward:

Christopher Masingo and his wife, Robin, of Mooresville Road came forward. Mr. Masingo said he was the owner/operator of Masingo's Motor Company. Mrs. Masingo provided a petition, which she said contained forty-one (41) signatures in opposition to the new site plan. Mrs. Masingo stated people in the community were concerned not only about traffic but about the safety as to who would be coming and going from the facility. Mrs. Masingo talked about preserving the area from infrastructure and building. Mrs. Masingo talked about the safety of children and also who would be in/out of the facility once the onsite manager left at 5:00 p.m. each day. Mrs. Masingo provided more handouts to the Clerk about human trafficking. Mrs. Masingo felt the buffering was not acceptable and talked about the view of the site the neighbors would have.

Mr. Masingo explained the reason for the current backlog of 13-14 cars at Masingo's Motor Company. Mr. Masingo said his goal was to be in a new commercial facility in about eighteen (18) months. Mr. Masingo said he bought the house in 2016 to raise his family there and hoped to be there long-term. Mr. Masingo compared the size of the facility to the square footage of surrounding homes. Mr. Masingo also talked about the potential for increased criminal activity that could result from the project's location. Mr. Masingo asked the Board not to approve the request.

Mrs. Masingo shared her support for their veteran customers and her community work with veterans/military based programs.

- Lindsay Stratmann used the power point provided by Mr. Poplin to indicate where
 the Stratmann property was located in relationship to the proposed project. Ms.
 Stratmann said she had an elderly neighbor who was opposed to the proposed
 facility; however, the neighbor had been unable to attend the meeting. Regardless
 of the materials used to build the facility, Ms. Stratmann said it would not make the
 facility more acceptable. Ms. Stratmann stated her front porch would be seen by
 thousands of people who came to the facility.
- Jason Sutton, cousin to Frank Sutton, said he had been a member of the
 community his entire life. Jason talked about the growth occurring in the County
 and the infrastructure that inevitably came with growth. Jason said Mr. Sutton had
 the care and the resources to ensure the project was built right. Jason said the
 facility would provide more than a service for storing items and Mr. Sutton was the
 right person for the proposed project.
- Jerry Anthony stated he lived on the right side of where the proposed facility would be built. Mr. Anthony expressed concern with what might happen to the well water in the area as a result of the runoff from John Rainey Road and the holding pond.

- Mr. Anthony talked about new developments occurring on Highway 150 and he expressed concern with the traffic and how the proposed facility would contribute to the traffic issues. Mr. Anthony talked about residents wanting to live in the "country" and said he did not feel the site was the appropriate place for the proposed facility.
- Dewey Bryan, a resident of Mount Ulla, said he had known Mr. Sutton since 1971 and been a friend to the Sutton family for many years. Mr. Bryan said the previous speaker had talked about living in the "country." Mr. Bryan said people might think Mount Ulla was in the country; however, he talked about the increased number of houses in the Mount Ulla area since he had moved there years ago. Mr. Bryan said he could not stop the growth. Mr. Bryan said his family could hear the noise from the Millbridge Speedway; however, the noise and growth were things people could not control. Mr. Bryan said he was present to vouch for Mr. Sutton and his family. Mr. Bryan assured the Board if Mr. Sutton was doing a project, it would be done right. Mr. Bryan said he had seen other businesses built by the Sutton Family and all had been done in good taste and to perfection. Mr. Sutton said he understood the concerns; however, he felt with Mr. Sutton's professionalism, the buffers and facility would be done right.
- Chris Stratmann provided a handout to the Clerk and discussed its contents. The first page showed the homes in relation to Mr. Sutton's plans. Mr. Stratmann felt the plan did not show how close the homes were in comparison to the size of the buildings. Mr. Stratmann said there was more Mr. Sutton could have done to improve the plan. Mr. Stratmann said he researched all the mini storage facilities in the area, which was also included in the handout. Mr. Stratmann talked about the distance of the proposed facility to the houses in the vicinity and said the families did not welcome the commercial property and potential crime it might bring.
- Joe Harper of Roger Drive in Homestead Hills said he moved to the area sixteen
 (16) years ago and his property backed up to John Rainey Road. Mr. Harper talked
 about land that had been cleared by a developer for approximately fifteen (15)
 homes. Mr. Harper said there was already a good deal of garbage collecting at the
 back and he felt the proposed facility would add to it.
- William Yost, owner of Cauble Creek Vineyards, said his grandmother had owned property across from the Suttons and the two (2) family's relationships went back for many years. Mr. Yost said his family liked growth in a balanced manner and he supported agriculture, sustained growth and protecting the environment. Mr. Yost talked about growth along the I-85 corridor and the balance for the growth. Mr. Yost said the area under consideration was not the "country" anymore. Mr. Yost said he listened to the comments of the previous speakers and with regards to security issues, the storage facility would have heightened security. Mr. Yost said he had done civil engineering and he knew the runoff would not be disruptive and the holding pond would be safe. Mr. Yost referred to Mr. Masingo's auto business and said there was no guarantee Mr. Masingo's business would ever move. Mr. Yost felt Highway 150 would eventually be four (4) lanes. Mr. Yost said he had watched children grow up, leave the County and try to come back and make something (create business opportunities). Mr. Yost said Mr. Sutton's parents and children had respect for others and good morals. Mr. Yost said the largest traffic

flow coming into the facility would be during the initial startup and would decrease within the first or second year. Mr. Yost spoke in support of the project and said the County needed businesses like it to help with taxes and property values. According to Mr. Yost, the Sutton family would protect the land and leave it as part of the Sutton Family legacy.

With no one else wishing to address the Board, Chairman Edds closed the public hearing.

Chairman Edds said there was a time when the County was desperate for projects to come into the County. Chairman Edds said the Commissioners had to try to manage the growth and do so with great respect for the opinions of the public. Chairman Edds said the North Carolina Department of Transportation (DOT) had safeguards in place with regards to traffic and the Board relied on the DOT to control traffic issues. Chairman Edds stated he did not worry about criminals taking over Mooresville Road because of a storage facility and said he did not foresee the safety as being worse than with any other business. Chairman Edds said he had sold his house and currently had his family's belongings in a storage facility. Chairman Edds said Mooresville Road was a thoroughfare corridor and there would be business and industry along Mooresville Road. Chairman Edds addressed the Sutton Family and said they appeared to be good and honorable people. Chairman Edds said people were moving to Rowan County and he knew they would need the storage. Chairman Edds said for him, it came down to whether the location was the right place and he did not feel it was.

Commissioner Greene said he understood what Chairman Edds had said; however, the facility was a projected \$5 million facility with a lot of indoor storage, which was rare for the community. Commissioner Greene said he had a tough time with property rights and telling people what they could do with their property. Commissioner Greene said there were three (3) commercial facilities already around the proposed site. Commissioner Greene said the request would not completely change the neighborhood. Commissioner Greene said there were trees everywhere on John Rainey Road to help cut down on the view. Commissioner Greene said the homes were pretty isolated. Commissioner Greene said the Sutton's wanted to make a major investment and would be providing a service needed in the community. Commissioner Greene supported the request and he appreciated the changes the Sutton's had made to the proposal to minimize the effects on the community.

Commissioner Klusman concurred with the comments by Commissioner Greene. Commissioner Klusman pointed out the use would be quiet compared to other businesses that might locate on the property. Commissioner Klusman referred to the Peeple's Mulch and Stone business located just down the road and pointed out the business was not pretty to look at and generated dust and odors. Commissioner Klusman said the request before the Board was part of growth and she felt the Sutton Family had the right to develop their land.

Commissioner Caskey said the County was fortunate to have growth and the Board had to try to find balance between empathy and sympathy with the citizens' concerns. Commissioner Caskey did not feel traffic or crime would be a problem at the proposed site and he felt the testimony about the Sutton Family showed they cared about the County and the community. Commissioner Caskey felt the proposed storage facility was the best the Board had seen; however, he did not feel the facility was the best fit for the area. Commissioner Caskey said he could not support the request.

Commissioner Pierce said he viewed the request from a couple angles and there was no way to make everyone happy. Commissioner Pierce said the Sutton's homeplace had been in the family for years and there was a definite need for the project. Commissioner Pierce said he would support the request.

Chairman Edds said the Planning Board had voted against the request and the Commissioners had the Planning Board's Statements. Mr. Poplin responded the Commissioners would need a separate set of Statements of Reasonableness and Consistency. Mr. Poplin added that if the Board wanted to vote in favor of the request, it could consider that the LUP recommends highway business off of major thoroughfares and include added conditions that could protect adjoining residences, as well.

Commissioner Pierce moved for the Statement of Reasonableness that the use was consistent with the Western LUP for business down the major corridors in that area and is reasonable and consistent with the zoning being requested. The motion was seconded by Commissioner Greene.

Upon being put to a vote, the motion on the floor passed 3-2 with Chairman Edds and Commissioner Caskey dissenting.

Mr. Poplin said before voting on approval, the Board could work with the applicant to determine any specific conditions the Board might want to place on the request.

After further discussion with the applicant, Commissioner Pierce moved to approve the conditions that the applicant maintains the current architectural finishes and make sure that all areas that can possibly be screened are screened for maximum density. The motion to approve the conditions was seconded by Commissioner Greene and passed 3-2 with Chairman Edds and Commissioner Caskey dissenting.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve Z 05-22 carried 3-2 with Chairman Edds and Commissioner Caskey dissenting.

Chairman Edds called for a recess at 7:44 p.m.

Chairman Edds reconvened the meeting at 8:01 p.m.

• For the record, and following the public hearing for Z 05-22, Chairman Edds moved at 6:42 p.m. to excuse Commissioner Klusman from the remainder of the meeting. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

6. PUBLIC HEARING FOR HLC 02-22

Planner Aaron Poplin reported the Historic Landmarks Commission (HLC) received an application from John Carlyle Sherrill to establish the John Carlyle and Anita Sherrill House (House) as a Rowan County historic landmark. The House was located at 14175 NC 801 Highway and further referenced as Tax Parcel 566-048. The applicant wished to designate the exterior of the house along with the 1.18 acre lot it sits on.

The Rowan County HLC's mission was 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 had recommended nine (9) other structures for designation.

The HLC wished to recognize the House because of its significance under the category of architecture.

Mr. Poplin provided a power point as he highlighted the historical background, statement of significance, and additions/alterations.

Mr. Poplin reviewed the comments Planning Staff had received on September 9, 2021 from Kristi Brantley, State Historic Preservation Office (SHPO). SHPO recommended a few changes to the report to recognize that the repairs and additions stayed in character with the original construction and Colonial Revival style.

The HLC revised its report based on the SHPO comments. The HLC deemed the *John Carlyle and Anita Sherrill House* 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 August 9, 2022, the HLC conducted a courtesy hearing to receive comments regarding the John Carlyle and Anita Sherrill House designation. No one spoke in opposition to the designation. On a vote of 4-0, the HLC recommended landmark designation for the exterior of John Carlyle and Anita Sherrill House.

Chairman Edds opened the public hearing to receive citizen input regarding HLC 02-22. With no one wishing to address the Board, Chairman Edds closed the public hearing.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to approve HLC 02-22 carried unanimously (4-0).

Commissioner Pierce moved to approve the Ordinance Designating the John Carlyle and Anita Sherrill House in the Jurisdiction of Rowan County, North Carolina as a Local

Historic Landmark. The motion was seconded by Commissioner Greene and carried unanimously (4-0).

7. PRESENTATION OF 2023 SCHEDULE OF VALUES

Chairman Edds introduced and welcomed Wendell Main, Rowan County Assessor.

Mr. Main presented the Board with the Schedule of Values (SOV), Standards and Rules for the 2023 Rowan County Revaluation.

Using a power point, Mr. Main discussed the revaluation (reappraisal) process. The highlights were as follows:

- This is the process of updating Rowan County's real property values to reflect fair market value as of January 1, 2023.
- Reappraisal reestablishes the fairness of the tax burden between properties which typically change in value at different rates by location and property type.
- It is required by N.C.G.S. 105-286 at least once every eight years.
- Rowan County is currently on a 4 year reappraisal cycle.
- The last countywide reappraisal was conducted 4 years ago with an effective date of January 1, 2019.

Mr. Main reviewed the appraisal facts.

According to Mr. Main, the average increase across all property types in North Carolina counties with 2022 revaluations was 14% to 50%. Rowan County had approximately 80,563 parcels:

*Residential Parcels: 51,642

*Commercial/Industrial/Exempt Parcels: 6,705

*Vacant Parcels: 22,216

The property value percentages of the tax base in Rowan County were:

Real Property: 78%Personal Property: 8%Public Utility: 5%

Motor Vehicles: 9%

Mr. Main discussed the revaluation timeline provided in the agenda packets and requested the Board schedule a public hearing on the SOV for November 7, 2022.

In response to questions from Chairman Edds, Mr. Main explained the last revaluation was done in 2019. Mr. Main said the most emphasis in the revaluation would be on more recent sales and that staff would consider all data right up through December 31, 2022.

Mr. Main described how the percentages may vary between neighborhoods. Mr. Main said the revaluation would have a significant impact on next year's budget.

Commissioner Caskey noted inflation was driving housing prices down. Mr. Main said the values were going to be based on the analysis of the most recent two (2) years; however, any downward trends would be taken into consideration.

Chairman Edds moved, commissioner Pierce seconded and the vote to set the public hearing for November 7, 2022 passed unanimously (4-0).

8. APPROVAL OF FINANCING AND PURCHASE OF PUBLIC SAFETY RADIOS FOR PROJECT 25

Allen Cress, Chief of Emergency Services, discussed the purchase of public safety radios for Project 25. Mr. Cress said Rowan County started the process for the purchase in January 2021. Motorola was the low bidder and approved by the Board of Commissioners on May 2, 2022 for the purchase of public safety radio equipment in the amount of \$7,949,882.01.

Finance Director Anna Bumgarner explained that when the Board went out for quotes for the financing, staff was still working on the final number of radios needed. Ms. Bumgarner said the County would actually be borrowing \$7.998 million with the low bid for financing from Truist Financial Corporation at an interest rate of 3.54%.

In response to an inquiry from Commissioner Pierce Mr. Cress said the old radios would be traded in and the price reflected the trade-in value.

Ms. Bumgarner reviewed the three (3) motions in the agenda packet that were needed.

Chairman Edds moved to approve the Resolution and budget amendment to authorize the Finance Director to establish an escrow account for the loan proceeds. The motion was seconded by Commissioner Pierce and passed unanimously (4-0). The Resolution read as follows:

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT FINANCING CONTRACT TO FINANCE THE ACQUISITION OF CERTAIN RADIO EQUIPMENT

WHEREAS, the Board of Commissioners (the "Board") of the County of Rowan, North Carolina (the "County") desires to finance the acquisition of certain radio equipment (the "Equipment"), for use by the County's emergency medical services (the "EMS"); and

WHEREAS, the County desires to finance the Equipment by executing and delivering an installment financing contract, as authorized under Section 160A-20 of the General Statutes of North Carolina; and

WHEREAS, the County sent out a request for proposals to a number of banks relating to the financing on September 27, 2022; and

WHEREAS, ______ (the "Bank") submitted a proposal to the County dated October ____, 2022 (the "Proposal"), pursuant to which the Bank shall enter into an installment financing contract with the County in the amount of up to \$8,650,000 (the "Contract") to finance the Equipment, and to pay certain costs associated with the financing, to be secured by a lien on the Equipment;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County (the "Board of Commissioners"), as follows:

- 1. The Board of Commissioners hereby accepts the Proposal, and authorizes and directs the Chairman, the County Manager, the Finance Director and the Clerk, or any of them, to execute, acknowledge and deliver the Contract on behalf of the County, with such changes and modifications as the person executing and delivering such instruments on behalf of the County shall find acceptable. The Clerk is hereby authorized to attest the same.
- 2. Each of the County Manager and other appropriate officers of the County is hereby authorized and directed to execute and deliver any and all papers, instruments, agreements, tax certificates, opinions, certificates, affidavits and other documents, and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Contract and the acquisition and financing of the Equipment.
- 3. All other acts of the Board of Commissioners and the officers of the County, which are in conformity with the purposes and intent of this resolution and in furtherance of the financing of the Equipment, are hereby ratified, approved and confirmed.
 - 4. This resolution shall take effect immediately.

Chairman Edds moved to authorize the County Manager to enter into an installment financing contract with Truist Financial Corporation. The motion was seconded by Commissioner Pierce and passed unanimously (4-0).

Chairman Edds moved, Commissioner Pierce seconded and the vote to authorize the purchase of public safety radio equipment from Motorola in an amount of \$7,949,882.01 carried unanimously (4-0).

After further discussion, Chairman Edds moved to enter into a financing contract with Truist Financial in the amount of \$7,998,000.00. The motion was seconded by Commissioner Pierce and carried unanimously (4-0).

A copy of the approved documents are attached to these minutes for the record.

9. DISCUSSION REGARDING DECEMBER MEETING SCHEDULE

Chairman Edds stated the Board of Commissioners typically holds one (1) meeting in the month of December, when possible, due to the holidays. Chairman Edds asked the Board to consider whether it wished to cancel the second regular meeting in December, which was scheduled for December 19, 2022.

The first regular meeting of the month was scheduled for December 5, 2022 at 3:00 p.m. Chairman Edds noted the Board would need to conduct a public hearing for a large project at 6:00 p.m. on that date, which might require the Board to recess between 3:00 p.m. and 6:00 p.m.

By consensus, the Board members were agreeable to cancel the second meeting in December.

10. FINANCIAL REPORTS

Finance Director Anna Bumgarner presented several financial graphs depicting the following information:

- Annual Cumulative Expenditure Comparisons as of September in FY 2023 -\$38,175,708
- Annual Cumulative Revenue Comparisons as of September in FY 2023 \$73,974,458
- Annual Cumulative Sales Tax Comparisons as of June in FY 2022 \$36,902,037
- Monthly Sales Tax Comparisons as of June in FY 2022 \$3,337,810
- Annual Cumulative Current Year Property Tax Comparisons as of August in FY 2023 – \$54,668,249

11. BUDGET AMENDMENTS

Finance Director Anna Bumgarner presented the following budget amendment for the Board's consideration:

• Finance – Budget salaries and benefits for library staff that will be paid from the Robertson Foundation Grant. \$50,000

Commissioner Pierce moved approval of the budget amendment as presented. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

12. CLOSED SESSION

Chairman Edds moved at 10:07 p.m. for the Board to enter into Closed Session in accordance with North Carolina General Statute § 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on October 3, 2022; and in accordance with North Carolina General Statute § 143.318(a)(3) for attorney-client privileged communication regarding:

- 1. Zoning Compliance
- 2. A lease at the Airport
- 3. A settlement agreement

The motion was seconded by Commissioner Pierce and passed unanimously.

The Board returned to Open Session at 10:53 p.m.

Commissioner Pierce moved to authorize the Manager to enter a settlement agreement for West Ridge Road. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

13. ADJOURNMENT

There being no further business to come before the Board, Commissioner Pierce moved to adjourn at 10:53 p.m. The motion was seconded by Commissioner Greene and passed unanimously (4-0).

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board



USE OF PROCEEDS CERTIFICATE

The undersigned Finance Director of the County of Rowan, North Carolina (the "Borrower"), is among the Borrower's officers charged with responsibility for the Borrower's entering into an Installment Financing Contract dated as of October 27, 2022 (the "Contract"), with Truist Bank ("Lender"). This Certificate is delivered as part of the official record of the proceedings for the delivery of the Contract, as contemplated by Treasury Regulations Section 1.148-2(b)(2). I am executing and delivering this Certificate on behalf of the Borrower to set forth in good faith the Borrower's reasonable expectations concerning the use and investment of financing proceeds and other related matters, in order to assure that interest on the Obligations (as defined below) will be excluded from gross income for federal income tax purposes. I understand that I have an obligation to make the representations in this Certificate both correct and complete.

All capitalized terms used in this Certificate and not otherwise defined have the meanings assigned to such terms under the Treasury Regulations applicable to tax-exempt bonds.

PURPOSE OF CONTRACT

1. The Borrower is executing and delivering the Contract today to provide funds to finance the acquisition of the equipment set forth in the Contract (the "Equipment"), and to pay certain financing costs. Lender will advance funds for the Equipment to the Borrower pursuant to the Contract. Lender is entering into the Contract for its own account with no current intention of reselling its rights under the Contract or any interest therein, except that Lender may make an assignment of payment rights to an affiliate, in whole, at par and without recourse.

PROCEEDS; PAYMENT OBLIGATIONS

- 2. (a) In accordance with the Contract, Lender will advance on behalf of the Borrower the amount of \$7,998,000 (the "Proceeds") by making a deposit into a Project Fund created pursuant to the Contract.
- (b) Under the Agreement, the Borrower is obligated to pay Installment Payments (as defined in the Contract) on the dates and in the amounts set forth in the Contract (the Borrower's obligations to pay Installment Payments are referred to in this Certificate as the "Obligations"), subject to prepayment as provided in the Contract.
- (c) The Installment Payments reflect the repayment of the Proceeds and include a designated interest component corresponding to an annual interest rate as set forth in the Contract. The Borrower does not expect to prepay any of the Obligations prior to the scheduled payment dates.

USE OF PROCEEDS; REIMBURSEMENT

- 3. (a) All of the Proceeds and all investment earnings thereon will be used to pay Project Costs, including costs incurred in connection with the execution and delivery of the Contract and interest on the Obligations during the construction period.
- (b) All of such costs will be incurred and expenditures made subsequent to today, except for

reimbursement to the Borrower for (i) amounts (A) paid by the Borrower not more than 60 days prior to the Borrower's declaration of its official intent to reimburse itself for such expenditure, and (B) paid by the Borrower within 18 months of the later of (1) the date the original expenditure was paid, or (2) the date the project to which such expenditure relates was placed into service (but in no event more than three years after the original expenditure was paid); (ii) amounts representing preliminary expenditures such as engineering, design and similar preliminary expenses, as well as any legal, accounting, or other professional fees incurred in connection with the Borrower's entering into the Contract and related transactions, in an aggregate amount not exceeding 20% of the principal amount of the Obligations, or (iii) an amount not exceeding the lesser of \$100,000 or 5% percent of the Proceeds.

(c) All of the costs to be paid or reimbursed from Proceeds will be Capital Expenditures, and none will be Working Capital Expenditures. No portion of the Gross Proceeds will be used, directly or indirectly, to make or finance loans to two or more ultimate borrowers.

QUALIFICATION FOR TEMPORARY PERIOD

4. Acquisition of the Equipment will begin, or did begin, on or about
Acquisition of the Equipment will proceed with due diligence, and the Equipment will be placed in
service beginning on or about Within six months of today (if it has not already done so)
the Borrower will enter into substantial binding obligations to third parties to spend Proceeds or
Project Costs that are Capital Expenditures in an amount exceeding 5% of the amount financed. The
Borrower estimates that all the Proceeds and all the investment earnings thereon will be fully
expended within months from today.

INVESTMENT PROCEEDS

- 5. (a) Any earnings or net profit derived from the investment of the Proceeds will be used to pay additional Project Costs or interest on the Obligations not later than the date that is the later of (i) three years from today or (ii) twelve months from the date of the receipt of such earnings.
- (b) After the date that is three years from today, the Borrower will not invest any of the Gross Proceeds at a Yield in excess of the Yield on the Obligations.
- (c) No investment will be acquired or disposed of at a cost or price that exceeds its Fair Market Value as of the acquisition date, or which is less than its Fair Market Value as of the disposition date. No portion will be invested in any investment as to which the economic return is substantially guaranteed for more than three years.
- (d) No portion of the Gross Proceeds will be used, directly or indirectly, to replace funds that the Borrower used (directly or indirectly) to acquire securities or obligations producing (or expected to produce) a Yield higher than the Yield on the Obligations.

NO OVER-ISSUANCE OR EXCESSIVE MATURITY

6. (a) The sum of the Proceeds and the reasonably expected investment earnings thereon does not exceed the amount reasonably expected to be required to pay Project Costs, including interest on the Obligations during construction and financing costs.

- (b) The term of the Obligations is not longer than reasonably necessary for the governmental purposes thereof, and is not longer than the expected remaining useful life of the Equipment.
- (c) In connection with the issuance of the Obligations, the Borrower has not utilized any device (not described in this Certificate) which attempts to circumvent the restrictions of the Code to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage. The Borrower has not attempted to increase improperly the burden on the market for tax-exempt securities (for example, by selling its obligations in larger amounts or with longer maturities, or selling them sooner, than would otherwise be necessary).

COMPLIANCE WITH REBATE REQUIREMENT

7. In the Contract, the Borrower has agreed to comply with provisions of the Code which in some circumstances require the Borrower to pay some of its investment earnings to the United States, as provided in Code Section 148.

PRIVATE ACTIVITY TESTS

8. No payment on the Obligations is secured by property to be used in any private business (meaning any trade or business carried on by any person, including the federal government, that is not a state or local government, but excluding uses by any person as a member of the general public). None of the Proceeds are to be used for any such private business use. The Borrower has no leases, management contracts or other agreements with private entities or the federal government for either (a) management or operation of the Equipment, or (b) the use of designated portions of the Equipment.

QUALIFIED TAX-EXEMPT OBLIGATIONS

- 9. (a) For the reasons set forth in Section 8 above, none of the Obligations are "private activity bonds" within the meaning of Code Section 141. The aggregate amount of tax-exempt obligations, including the Obligations, issued and reasonably expected as of today to be issued in the current calendar year by (i) the Borrower, (ii) all entities on behalf of which the Borrower issues tax-exempt obligations, (iii) all governmental units that are "subordinate" to the Borrower, within the meaning of Code Section 265(b)(3), and (iv) all entities that issue tax-exempt obligations on behalf of the same such entities, does not exceed \$10,000,000. The Borrower has no reason to believe that the Borrower and such other entities will issue tax-exempt obligations in the current calendar year in an aggregate amount that will exceed such \$10,000,000 limit.
- (b) In making the statements in subparagraph (a) above, I have taken into account (i) all the Borrower's departments and agencies and (ii) all political subdivisions or other entities (x) which have the power to borrow money or enter into contracts and (y) of which the Borrower is a member or over which it has legal or practical control. For all of such entities, I have taken into account all bonds, bond anticipation notes, installment or lease-purchase contracts and all other obligations to pay money (excluding only current accounts payable and private activity bonds) issued or to be issued or contracted by such entities in the current calendar year. I have not included any private activity bonds or any refunding obligations excluded from the annual \$10,000,000 calculation by Code Section 265(b)(3).

(c) The Borrower designates each of the Installment Payments under the Contract as a "qualified tax-exempt obligation" for the purposes of the Code.

INVESTED SINKING FUNDS

10. There are no funds (a) to be held under the Contract or (b) which are pledged as security for the Obligations (including by way of negative pledges), or which will be used to pay the Obligations, or which could be reasonably be expected to be available to pay the Obligations if the Borrower were to encounter financial difficulty, other than the Project Fund referenced above. The Borrower will pay the Obligations from its general funds, with there being no obligation (or expectation) on the part of the Borrower or any other entity to segregate or identify any particular funds or accounts for the payment of or security for the Obligations.

MISCELLANEOUS

- 11. (a) No substantial part of the Equipment will be sold, no arrangement has been or will be entered into with respect to the Equipment that would be treated as a sale for federal income tax purposes, and the Borrower expects to use the Equipment for their currently-intended purpose at least until the stated date for final payment of the Obligations, in all cases other than such insubstantial portions as may be disposed of in the ordinary course of business due to normal wear or obsolescence.
- (b) There are no other tax-exempt bonds, notes or obligations of the Borrower which (1) were or will be sold within 15 days of the date the Contract was entered into, (2) were or will be sold pursuant to a plan of financing common with the plan of financing for the Contract, and (3) are reasonably expected to be paid from substantially the same source of funds as the Contract.
- (c) None of the Proceeds will be used to make any payment on any other Borrower obligation that was contracted in the exercise of the Borrower's borrowing power.
 - (d) No portion of the Obligations is Federally Guaranteed.
- (e) The Borrower will cooperate with Lender in preparing, executing, and filing in a timely manner IRS Form 8038 and such other reports and documents as may be required in order for the interest on the Obligations to be excluded from gross income for federal income tax purposes.

REASONABLENESS; BINDING EFFECT

12. To the best of my knowledge and belief, the expectations set forth above are reasonable and the statements set forth above are correct. The Borrower's covenants made as described in this Certificate are intended as binding covenants of the Borrower.

Anna Bumgarner, Finance Director County of Rowan, North Carolina



CLOSING CERTIFICATE

The undersigned officers of the County of Rowan, North Carolina (the "Borrower") hereby certify as follows:

- 1. The Borrower's governing board (the "Board") adopted the attached resolution (the "Resolution"), authorizing and providing for an installment financing with Truist Bank ("Lender"). The Resolution was duly adopted at a meeting duly called and held at which a quorum was present and acting throughout. The Resolution has not been repealed, revoked, rescinded or amended, but remains in full effect as of today. Pursuant to N.C. Gen. Stat. § 143-318.12(a), a current copy of the Board's regular meeting schedule was on file with the Clerk for at least seven days prior to the date of the meeting.
- 2. The signatures set forth below are the true and genuine signatures of the persons holding the indicated offices. The indicated persons have held such offices at all times since the Resolution was adopted.

Printed Name	<u>Title</u>	Signature
Aaron Church	County Manager	
Anna Bumgarner	Finance Director	
Carolyn Barger	Clerk to the Board	

- 3. The Borrower has duly authorized, executed and delivered the Installment Financing Contract (the "Financing Contract") provided for by the Resolution. We have reviewed the Borrower's representations as set forth in the Financing Contract, and all of such representations are correct and complete in all material respects as if made today.
- 4. The seal impressed below is the Borrower's official seal, and has been the Borrower's official seal since prior to the adoption of the Resolution.
- 5. Neither (a) the adoption of the Resolution, nor (b) the execution and delivery of the Financing Contract or the consummation of the transactions contemplated by the Financing Contract, nor (c) the fulfillment of or compliance with the terms and conditions of the Financing Contract, constitutes on the Borrower's part a material breach or violation of any provision of any contract, lease, instrument or other agreement or any judgment, order or decree of any court or other governmental authority to which the Borrower is a party or by which the Borrower is bound. No event or condition has happened or existed, or is happening or existing, which, at this time, constitutes a material default or which, with notice or lapse of time or both, would constitute an event of default under any such contract, lease, instrument or other agreement or any such judgment, order or decree, that would in any event be likely to have a material adverse effect (a) on the Borrower's financial condition or (b) otherwise on the Borrower's ability to carry out its obligations under the Financing Contract.

- 6. There is no litigation or any proceeding before any court or other governmental authority pending or, to the best of our knowledge after reasonable investigation, threatened against the Borrower (or any official thereof in an official capacity) with respect to (a) the Borrower's organization or existence, (b) the Borrower's authority to execute and deliver the Financing Contract, to adopt the Resolution or to comply with the terms thereof, or (c) the title to office of any member of the Board or any other Borrower officer. To the best of our knowledge, there is no litigation pending or threatened against the Borrower or any other person or entity in any manner affecting or pertaining to the execution or delivery of the Financing Contract or the transactions contemplated by the Financing Contract and the Resolution, or that would be likely (if decided adversely to the Borrower) to have a material adverse effect (a) on the Borrower's financial condition or (b) otherwise on the Borrower's ability to carry out its obligations under the Financing Contract.
- 7. There has been no material adverse change in the Borrower's financial condition since the date of the last annual financial statement of the Borrower provided to Lender.

WITNESS our signatures and the seal of the County of Rowan, North Carolina, this ____ day of October 2022.

(SEAL)	By: County Manager
	By:Finance Director
•	By: Clerk to the Board

Department of the Treasury

Internal Revenue Service

(Rev. October 2021)

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

▶ Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0047

Part	Reporting Authori	ty				Chec	k box if 🖊	4meno	ded Return ▶ 🗌		
1						r's employ	er iden	tification number (EIN)			
County of Rowan, North Carolina				56-600033							
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telep	3b Telephone number of other person shown on								
4 1	Number and street (or P.O. box if ma	ail is not delivered to	street address)		Room/suite	5 Repo	rt number (For IRS	Use Only)		
	est Innes Street		,			,	,		3		
	City, town, or post office, state, and	ZIP code				7 Date	of issue				
Salisb	ury, North Carolina						1	0/27/20)22		
	Name of issue					9 CUSI	9 CUSIP number				
\$1,600	,000 Installment Financing Co	ontract					None				
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information				10b Telephone number of officer or other employee shown on 10a							
	Bumgarner, Finance Director						70	4-216-8	3170		
Part	Type of Issue (Ent	er the issue p	rice.) See the in	structions and	attach sc	hedule.					
11	Education						[11			
12	Health and hospital						[12			
13	Transportation						[13			
14	Public safety							14	7,998,000		
15	Environment (including sev	vage bonds) .					[15			
16	Housing				7			16			
17	Utilities						[17			
18	Other. Describe ►							18			
19a	If bonds are TANs or RANs	s, check only bo	x 19a								
b	If bonds are BANs, check	only box 19b .			Y		▶ □				
20	If bonds are in the form of	a lease or instal	lment sale, checi	kbox			▶ □				
Part	Description of Bor	nds. Complete	for the entire i	ssue for whicl	n this for	m is being	filed.				
	(a) Final maturity date	(b) Issue p		Stated redemption price at maturity		(d) Weighted average matur	eighted (e) Yield		(e) Yield		
21	10/01/2022	\$	7,998,000 \$	7,998,	000	2.927	years		3.5407 %		
Part	V Uses of Proceeds	of Bond Issue	e (including un	derwriters' c	liscount)	·				
22	Proceeds used for accrued	d interest						22	0		
23	Issue price of entire issue (enter amount fr	om line 21, colur	nn (b))			[23	7,998,000		
24	Proceeds used for bond is	suance costs (ir	nc l uding underwr	iters' discount)	24		48,118				
25	Proceeds used for credit e	nhancement .			. 25		0				
26	Proceeds allocated to reas	onably required	reserve or repla	cement fund	. 26		0				
27	Proceeds used to refund p						0				
28	Proceeds used to refund p	rior taxable bon	ds. Complete Pa	ırt V	. 28		0				
29	Total (add lines 24 through		•					29	48,118		
30	Nonrefunding proceeds of	the issue (subtr	act line 29 from I	ine 23 and ente	er amount	here) .	[30	7,949,882		
Part	V Description of Ref	unded Bonds	Complete this	s part only for	refundin	g bonds.					
31	Enter the remaining weight						. •		years		
32	Enter the remaining weight	_	=	-			. ▶ ¯		years		
33	Enter the last date on which	_	-				. ▶ ¯				
34	Enter the date(s) the refund	ded bonds were	issued ► (MM/D	D/YYYY)		•	_				

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Part	V M	liscellaneous				
35	Enter tl	ne amount of the state volume cap allocated to the issue under section 141(b)(5))	. 35		
36a	Enter tl	ne amount of gross proceeds invested or to be invested in a guaranteed investm	nent contra	.ct		
		See instructions		. 36a		
b	Enter tl	ne final maturity date of the GIC ► (MM/DD/YYYY)				
С	Enter tl	ne name of the GIC provider ▶				
37		financings: Enter the amount of the proceeds of this issue that are to be used	to make loa	ans		
	to othe	r governmental units		. 37		
38a	If this is	ssue is a loan made from the proceeds of another tax-exempt issue, check box $lacktriangle$	► 🗌 and e	nter the follo	owing inform	ation:
b	Enter tl	ne date of the master pool bond ► (MM/DD/YYYY)				
С	Enter tl	ne EIN of the issuer of the master pool bond ▶				
d	Enter tl	ne name of the issuer of the master pool bond ▶				
39	If the is	suer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception 265(b)(3)(B)(i)(III)	ption), che	ck box .	🕨	\checkmark
40		suer has elected to pay a penalty in lieu of arbitrage rebate, check box				
41a	If the is	suer has identified a hedge, check here $lacktriangle$ and enter the following information	on:			
b	Name o	of hedge provider ▶				
С	Type o	f hedge ►				
d		f hedge ►				
42		suer has superintegrated the hedge, check box			🕨	
43		ssuer has established written procedures to ensure that all nonqualified bo				
		ing to the requirements under the Code and Regulations (see instructions), chec				
44		suer has established written procedures to monitor the requirements of section				
45a	If some	portion of the proceeds was used to reimburse expenditures, check here $lacktriangle$	and enter	the amount		
		bursement				
b	Enter t	ne date the official intent was adopted ► (MM/DD/YYYY)				
O:		Under penalties of perjury, I declare that I have examined this return and accompanying schedules are and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure	nd statements e of the issuer	, and to the bese 's return inform	st of my knowled ation, as necess	lge arv to
•	ature	process this return, to the person that I have authorized above.			,	,
and						
Consent				ner, Finance	Director	
			pe or print na	me and title	1	
Paid		Print/Type preparer's name Preparer's signature Date		Check if	PTIN	
Prep	arer	Mary Nash Rusher		self-employed		
Use Only		Firm's name ► McGuireWoods LLP	Firm's		56-0505857	
		Firm's address ► P.O. Box 27507 Raleigh NC 27611	Phone		19 755-6694	

Form **8038-G** (Rev. 10-2021)

INSTALLMENT FINANCING CONTRACT

THIS INSTALLMENT FINANCING CONTRACT (this "Contract") is dated October 27, 2022, and is between the COUNTY OF ROWAN, NORTH CAROLINA, a political subdivision duly organized and validly existing under the State of North Carolina (the "Borrower"), and TRUIST BANK ("Lender").

RECITALS:

The Borrower has the power, pursuant to Section 160A-20 of the North Carolina General Statutes, to enter into installment contracts to finance or refinance the purchase of personal property, or the repair of fixtures or improvements on real property, and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Contract provides for Lender to advance \$7,998,000 to the Borrower to enable the Borrower to acquire the Equipment (as defined below), and provides for securing the Borrower's obligations under this Contract by creating certain security interests in favor of Lender.

This Contract secures current advances of \$7,998,000. The current scheduled date for final repayment is on October 1, 2027.

NOW THEREFORE, for and in consideration of the mutual promises in this Contract, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined shall have the following meanings:

"Additional Payments" means any of Lender's reasonable and customary fees and expenses related to the transactions contemplated by this Contract, any of Lender's expenses (including attorneys' fees) in prosecuting or defending any action or proceeding in connection with this Contract, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Lender is required to pay as a result of this Contract, inspection and re-inspection fees, and any other amounts payable by the Borrower (or paid by Lender on the Borrower's behalf) as a result of its covenants under this Contract (together with interest that may accrue on any of the above if the Borrower shall fail to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Section 2.02.

"Bond Counsel Opinion" means a written opinion (in form and substance acceptable to Lender) of an attorney or firm of attorneys acceptable to Lender.

"Borrower" means the the County of Rowan, North Carolina, a political subdivision duly

organized and validly existing under the State.

"Borrower Representative" means the Borrower's finance director, investment officer or such other person or persons at the time designated, by a written certificate in the form of Exhibit D attached hereto furnished to Lender and signed on the Borrower's behalf by an authorized representative of the Borrower, to act on the Borrower's behalf for any purpose (or any specified purpose) under this Contract.

"Budget Officer" means the Borrower officer from time to time charged with preparing the Borrower's draft budget as initially submitted to the Governing Board for its consideration.

"Business Day" means any day on which banks in the State are not by law authorized or required to remain closed.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Borrower's obligations under this Contract and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

"Equipment" has the meaning assigned in Section 2.03, and is generally expected to include the personal property described in Exhibit A.

"Event of Default" means one or more events of default as defined in Section 7.01.

"Event of Nonappropriation" means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Borrower that includes an appropriation for Required Payments, or the Governing Board's amendment of the annual budget to remove an appropriation for Required Payments, in each case as contemplated by Section 3.05.

"Fiscal Year" means the Borrower's fiscal year beginning July 1, or such other fiscal year as the Borrower may later lawfully establish.

"Governing Board" means the Borrower's governing board as from time to time constituted.

"Installment Payments" means the payments payable by the Borrower pursuant to Section 3.01.

"LGC" means the North Carolina Local Government Commission.

"Net Proceeds," when used with respect to any amounts derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Equipment, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys' fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Borrower or Lender for amounts previously expended to remedy the event giving rise to such payment or proceeds.

"Payment Dates" means the dates indicated in Exhibit B.

"Prime Rate" means the interest rate so denominated and set by Lender (whether or not such bank, or any affiliate thereof, is at any time the counterparty to this Contract) as its "Prime Rate," as in effect from time to time.

"Project Costs" means all costs of the design, planning, acquiring and installing the Equipment as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments payable by the Borrower under this Contract, including (a) sums required to reimburse the Borrower or its agents for advances for any such costs, (b) interest during the period of the acquisition and installation of the Equipment and for up to six months thereafter, and (c) all costs related to the financing of the Equipment through this Contract and all related transactions.

"Project Fund" has the meaning assigned in Section 2.02.

"Required Payments" means Installment Payments and Additional Payments.

"Section 160A-20" means Section 160A-20 of the North Carolina General Statutes, as amended, or any successor provision of law.

"Security Property" means the Equipment and all amounts on deposit from time to time in the Project Fund.

"State" means the State of North Carolina.

"UCC" means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Chapter 25 of the North Carolina General Statutes.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II

SECURITY PROVIDED BY THIS CONTRACT; ADVANCE

- **2.01.** Security for Payment and Performance. This Contract secures the Borrower's payment, as and when the same shall become due and payable, of all Required Payments and the Borrower's timely compliance with all terms, covenants and conditions of this Contract.
- **2.02.** Advance. Lender shall advance \$7,998,000 (the "Amount Advanced") to the Borrower by making a deposit of such amount on the Closing Date to a Project Fund (the "Project Fund") as provided in Article IV herein, and the Borrower hereby accepts the Amount Advanced from Lender.

2.03. UCC Security Agreement.

- (a) This Contract is intended as and constitutes a security agreement pursuant to the UCC with respect to the following:
 - (i) all moneys on deposit from time to time in the Project Fund; and
 - (ii) all property acquired by the Borrower with funds advanced by Lender pursuant to this Contract, all personal property obtained in substitution or replacement therefor, and all personal property obtained in substitution or replacement for any portion of the Security Property, and all proceeds of the foregoing (collectively, the "Equipment").

To secure the Required Payments, the Borrower hereby grants to Lender a security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.

- (b) The Borrower shall allow Lender to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Lender) in such form as Lender may reasonably require to perfect and continue the security interest in the Equipment and in the moneys on deposit from time to time in the Project Fund.
- 2.04. Borrower's Limited Obligation. (a) THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH SECTION 160A-20. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE BORROWER'S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS CONTRACT SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF THE BORROWER'S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE BORROWER IN VIOLATION OF SECTION 160A-20. No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the Borrower's moneys (other than the funds held under this Contract), nor shall any provision of this Contract restrict

the future issuance of any of the Borrower's bonds or obligations payable from any class or source of the Borrower's moneys (except to the extent this Contract restricts the incurrence of additional obligations secured by the Security Property). In the event of any conflict between this Section or Section 160A-20 and any other provision of this Contract, this Section and Section 160A-20 take precedence over any other provisions of this Contract.

- (b) Nothing in this Section is intended to impair or prohibit execution on the Security Property if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Contract.
- **2.05.** Borrower's Continuing Obligations. The Borrower shall remain liable for full performance of all its covenants under this Contract (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:
 - (a) Lender's waiver of any right granted or remedy available to it;
- (b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Borrower, a subsequent owner of the Equipment or any other person;
- (c) The release of all or part of the Security Property or the release of any party who assumes all or any part of such performance;
- (d) Any act or omission by Lender (but this provision does not relieve Lender of any of its obligations under this Contract);
 - (e) The sale of all or any part of the Equipment; or
 - (f) Another party's assumption of the Borrower's obligations under this Contract.

ARTICLE III

BORROWER'S PAYMENT OBLIGATION AND RELATED MATTERS

- **3.01.** <u>Installment Payments.</u> The Borrower shall repay the Amount Advanced by making Installment Payments to Lender in lawful money of the United States at the times and in the amounts set forth in Exhibit B, except as otherwise provided in this Contract. As indicated in Exhibit B, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components.
- **3.02.** Additional Payments. The Borrower shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States, subject to Section 2.04.
 - **3.03. Prepayment.** The Borrower may prepay the outstanding principal component of the

Amount Advanced, at its option on any date, in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 100% of the outstanding principal amount.

- **3.04.** <u>Late Payments.</u> If the Borrower fails to pay any Installment Payment when due, the Borrower shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.
- **3.05.** Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the Borrower's annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Borrower's final budget for such Fiscal Year.
- (b) The Budget Officer shall deliver notification to Lender within 15 days after the adoption of the annual budget if an amount equal to the Installment Payments and estimated Additional Payments coming due during the next Fiscal Year has not been appropriated by the Borrower in such budget for such purposes. If such amount has not been so appropriated, the Budget Officer shall send a copy of such notification to the LGC, to the attention of its Secretary, at 3200 Atlantic Avenue, Raleigh, NC 27604.
- (c) The actions required of the Borrower and its officers and/or officials pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Borrower official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Borrower to carry out and perform the actions required pursuant to this Section and the remainder of this Contract to be carried out and performed by the Borrower.
- (d) The Borrower reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.
- **3.06.** No Abatement There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Equipment, except as expressly provided in this Contract. The Borrower assumes and shall bear the entire risk of loss and damage to the Equipment from any cause whatsoever. The Installment Payments shall be made in all events unless the Borrower's obligation to make Installment Payments is terminated as otherwise provided in this Contract.
- **3.07.** <u>Interest Rate and Payment Adjustment</u>. (a) "Rate Adjustment Event" means (i) any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining, or (ii) receipt by Lender of an opinion of nationally recognized bond counsel to the effect, (A) that the interest component of Installment Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (B) that the Borrower's obligations under this Contract are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event").

- (b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (or in the case of a 265 Event, retroactively to the Closing Date).
- (c) The Borrower shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not necessarily be a beneficiary to this Contract on the date of a Rate Adjustment Event. The Borrower shall additionally pay to all affected counterparties any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE IV

PROJECT FUND

- **4.01. Project Fund.** Pursuant to Section 2.02, on the Closing Date, Lender shall deposit \$7,998,000 into the Project Fund, which shall be a special account of the Borrower at Truist Bank to be designated "2022 Project Fund". The Project Fund shall be held separate and apart from all other funds or accounts of the Borrower. The Project Fund is the Borrower's property, but the Borrower may withdraw amounts on deposit in the Project Fund only as provided herein and only for application from time to time to the payment of Project Costs or otherwise as permitted by Section 4.03 hereof. Pending such application, such amounts shall be subject to a lien and charge in favor of Lender to secure the Borrower's obligations hereunder.
- **4.02.** Requisitions from Project Fund. The Borrower may withdraw funds from the Project Fund only after authorization from Lender. Lender shall authorize the disbursement of funds from the Project Fund only to the Borrower and only upon its receipt of one or more written requisitions in the form set forth in Exhibit C attached hereto signed by one of the designated Borrower Representatives. The Borrower shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the Borrower, Lender shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) Business Days after such receipt shall notify the Borrower if it does not approve the requisition with the reasons for its disapproval. Lender has no obligation to make a review and any review by Lender is only for Lender's benefit. Lender shall not unreasonably withhold payment of any requisition.

4.03. <u>Disposition of Project Fund Balance</u>. (a) Promptly after the acquisition of the Equipment, and when the Borrower has withdrawn from the Project Fund all of the funds needed to acquire the Equipment, the Borrower shall deliver to Lender a written certificate of completion executed by a Borrower Representative stating that (i) the Equipment has been acquired, (ii) there

are no mechanic's or other liens against the Equipment for labor or materials furnished in connection with the acquisition of the Equipment, and (iii) no further funds will be requisitioned from the Project Fund to pay Project Costs. Lender may then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

- (b) Upon the occurrence of an Event of Default, Lender may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.
- (c) If (i) more than three years have elapsed from the Closing Date or (ii) at least six months have elapsed from Lender's most recent receipt of a requisition for Project Costs, then Lender, upon 30 days' notice from Lender to the Borrower, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.
- (d) Lender may apply any amounts withdrawn from the Project Fund pursuant to this Section in the following order: (i) to the payment of any Additional Payments then due to Lender under this Contract, (ii) to the payment of any interest accrued to the Project Fund disposition date that is then due and payable, (iii) to the payment of any principal amount then due and payable, (iv) to the prepayment of principal and accrued interest in accordance with the prepayment provisions of this Contract, and (v) to the payment of future Installment Payments in inverse order of maturity; provided, however, that (1) at the option of Lender, Lender may deliver funds held in the Project Fund to the Borrower to be applied to additional Project Costs or future debt service payments, and (2) in no event will Lender apply any funds in the manner set forth herein if it is advised in an opinion of bond counsel provided by the Borrower that such a use of funds could adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments. Any prepayment pursuant to this Section shall not affect any other Borrower payment obligation hereunder. Lender shall notify the Borrower of any withdrawal from the Project Fund made under this Section, and in the notice shall describe its application of the funds so withdrawn.
- **4.04.** <u>Investment.</u> (a) The Borrower and Lender agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account, as directed by Lender, that meets the requirements of Section 159-30 of the General Statutes of North Carolina, as amended.
- (b) From and after the date that is three years from the Closing Date, the Borrower and Lender agree that money in the Project Fund will not be invested at a "yield," as determined under the Code, in excess of the "yield" on the Borrower's obligations under this Contract, unless the Borrower has supplied Lender with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Installment Payments would otherwise be entitled.
- (c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.
 - (d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise

ARTICLE V

BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

- **5.01.** <u>Indemnification</u>. To the extent permitted by law, the Borrower shall indemnify, protect and save Lender and its officers and directors, and the LGC's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Security Property or the transactions contemplated by this Contract, including without limitation the possession, condition or use of the Equipment. The indemnification arising under this Section shall survive this Contract's termination.
- 5.02. Covenant as to Tax Exemption. (a) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Contract under Section 103 of the Code. In particular, the Borrower covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Contract, any funds of the Borrower or any property financed or refinanced with funds provided to the Borrower under this Contract, or otherwise take or omit to take any action, that would cause the obligation created by this Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Borrower will maintain books on which will be recorded (i) Lender or (ii) any assignee of the Installment Payments due under this Contract, as the registered owner of such Installment Payments. To that end, the Borrower has executed the Use of Proceeds Certificate dated the date hereof (the "Use of Proceeds Certificate"), and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.
- (b) The Borrower hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Contract, and its use of any property financed or refinanced with funds provided under this Contract, are true, correct and complete.
- (c) Without limiting the generality of the foregoing, the Borrower agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract from time to time. This covenant shall survive the termination of this Contract.
- (d) Notwithstanding any provision of this Section, if the Borrower shall provide to Lender a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of the interest on the obligation created by this Contract pursuant to Section 103 of the Code, the Borrower and Lender may rely conclusively on such opinion in complying with the provisions thereof.

- (e) To the extent permitted by law, the Borrower hereby designates and authorizes Lender and its employees as its agents and attorneys-in-fact of the Borrower for the purpose of preparing and filing with the IRS a form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Contract.
- (f) The Borrower acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Installment Payments depends upon continuing compliance with such rules. The Borrower therefore covenants to take all reasonable action to assure that Borrower personnel responsible for the investment of and accounting for financing proceeds comply with such rules.
- (g) The Borrower represents and covenants that the aggregate face amount of all tax-exempt obligations issued by the Borrower during the current calendar year, including the face amount of this Contract, does not and will not exceed \$10,000,000. The Borrower hereby designates its obligation to make Installment Payments under this Contract as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.
- **5.03.** <u>Validity of Organization and Acts</u>. The Borrower is validly organized and existing under State law, has full power to enter into this Contract and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Contract. This Contract is a valid, legal and binding obligation of the Borrower.
- **5.04.** Maintenance of Existence. The Borrower shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Borrower's obligations under this Contract.
- **5.05.** Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Borrower's part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated by this Contract and the acquisition of the Equipment have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.
- **5.06.** No Breach of Law or Contract. Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated by this Contract, nor the fulfillment of or compliance with the terms and conditions of this Contract, (a) to the best of the Borrower's knowledge, constitutes a violation of any provision of law governing the Borrower or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Borrower is a party or by which the Borrower is bound.
- **5.07.** No Litigation. There is no litigation or any governmental administrative proceeding to which the Borrower (or any official thereof in an official capacity) is a party that is pending or, to the best of the Borrower's knowledge after reasonable investigation, threatened with respect to (a) the

Borrower's organization or existence, (b) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (c) the validity or enforceability of this Contract or the transactions contemplated by this Contract, (d) the title to office of any Governing Board member or any other Borrower officer, (e) any authority or proceedings relating to the Borrower's execution or delivery of this Contract, or (f) the undertaking of the transactions contemplated by this Contract.

- **5.08.** No Current Default or Violation. (a) The Borrower is not in violation of any existing law, rule or regulation applicable to it, (b) the Borrower is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets are subject, including this Contract, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.
- **5.09. No Misrepresentation.** No representation, covenant or warranty by the Borrower in this Contract is false or misleading in any material respect.
- **5.10.** Environmental Warranties and Indemnification. (a) The Borrower warrants and represents to Lender that, to the best of the Borrower's knowledge after thorough investigation, the Equipment is not now and has not ever been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials (as defined herein).
- (b) The Borrower covenants that the Equipment shall be kept free of Hazardous Materials and shall not be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in connection with the normal maintenance and operation of the Equipment, and the Borrower shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of the Borrower or any lessee, the release of Hazardous Materials onto the Equipment or suffer the presence of Hazardous Materials on the Equipment, except in connection with the normal maintenance and operation of the Equipment.
- (c) The Borrower shall comply with, and ensure compliance by all users and lessees with, all applicable federal, State and local laws, ordinances, rules and regulations with respect to Hazardous Materials and shall keep the Equipment free and clear of any liens imposed pursuant to such laws, ordinances, rules and regulations. If the Borrower receives any notices from any governmental agency or any lessee with regard to Hazardous Materials on, from or affecting the Equipment, the Borrower shall immediately notify Lender. The Borrower shall conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Equipment in accordance with all applicable federal, State and local laws, ordinances, rules, regulations and policies and to Lender's satisfaction.
- (d) "Hazardous Materials" means any explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials, asbestos or any materials containing asbestos, or any other substance or material as defined by any federal, State or local environmental law, ordinance, rule or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended

- (42 U.S.C. sections 9601 <u>et seq.</u>), the Hazardous Materials Transportation Act, as amended (49 U.S.C. sections 1801 <u>et seq.</u>), the Resource Conservation and Recovery Act, as amended (42 U.S.C. sections 9601 <u>et seq.</u>), and the regulations adopted and publications promulgated pursuant thereto.
- (e) To the extent permitted by law, the Borrower shall indemnify and hold Lender harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Lender as a direct or indirect result of any warranty or representation made by the Borrower in subsections (a) through (c) of this Section being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Lender or the Borrower or any transferee or assignee Lender or the Borrower.
- (f) The Borrower's obligations under this Section shall continue in full force and effect notwithstanding full payment of the Required Payments or execution on the security interests created under this Contract.
- **5.11. Further Instruments.** Upon Lender's request, the Borrower shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Lender to carry out more effectively the purposes of this Contract or any other document related to the transactions contemplated by this Contract, and to subject to the liens and security interests hereof and thereof all or any part of the Security Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Contract.
- **5.12.** Lender's Advances for Performance of Borrower's Obligations. If the Borrower fails to perform any of its obligations under this Contract, Lender is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Lender (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Security Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Contract. The Borrower promises to pay all such amounts to Lender immediately upon demand, subject to the limitations of Section 2.04.
- **5.13.** Equipment Will Be Used and Useful. The acquisition of the Equipment is necessary and expedient for the Borrower, and will perform essential functions of the Borrower appropriate for units of local government. The Borrower has an immediate need for, and expects to make immediate use of, all of the Equipment, and does not expect such need or use to diminish in any material respect during the term of this Contract. The Equipment will not be used in any private business or put to any private business use.
- **5.14.** <u>Financial Information</u>. (a) The Borrower shall send to Lender a copy of the Borrower's audited financial statements for each Fiscal Year within 30 days of the Borrower's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

- (b) The Borrower shall furnish Lender, at such reasonable times as Lender shall request, all other financial information (including, without limitation, the Borrower's annual budget as submitted or approved) as Lender may reasonably request. The Borrower shall permit Lender or its agents and representatives to inspect the Borrower's books and records and make extracts therefrom.
- **5.15.** Taxes and Other Governmental Charges. The Borrower shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Contract. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Borrower shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the term of this Contract. The Borrower shall not allow any liens for taxes, assessments or governmental charges with respect to the Equipment or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Equipment or any portion thereof which, if not paid, will become a charge on any interest in the Equipment, including Lender's interest, or the rentals and revenues derived therefrom or hereunder).
- **5.16.** Borrower's Insurance. (a) The Borrower shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all Equipment in an amount equal to the actual cash value of the Equipment. Such property damage insurance shall include Lender as loss payee. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.15.
- (b) The Borrower shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance (and auto liability insurance, if applicable) in accordance with State statute or as customarily held by similar entities in the State.
- (c) The Borrower shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Borrower against liability for compensation under applicable State law as in effect from time to time.
- (d) All insurance shall be maintained with generally recognized responsible insurers in accordance with State law and may carry reasonable deductible or risk-retention amounts.
- (e) Lender shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Lender.
- (f) Upon request by Lender, the Borrower shall deliver to Lender a certificate stating that the risk coverages required by this Contract are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE VI

THE EQUIPMENT

6.01. Acquisition and Installation. The Borrower shall comply with the provisions of

Article 8 of Chapter 143 of the North Carolina General Statutes, as applicable, accept all portions of the Equipment when properly delivered, provide for the proper installation thereof, as applicable, and thereafter promptly place each such portion in service.

6.02. Reserved.

6.03. Acquisition and Installation within Funds Available. The Borrower represents that, based upon its examination of the quotes it has received for the Equipment, estimated installation costs and the Equipment's anticipated configuration, the Equipment can be acquired and installed for a total price within the total amount of funds to be available therefor in the Project Fund, income anticipated to be derived from the investment thereof and other funds previously identified and designated for such purposes. If the total amount available for such purposes in the Project Fund shall be insufficient to pay the entire cost of acquiring and installing the Equipment, the Borrower promises to pay any such excess costs, with no resulting reduction or offset in the amounts otherwise payable by the Borrower under this Contract.

6.04. Disclaimer of Warranties. The Borrower agrees that Lender has not designed the Equipment, that Lender has not supplied any plans or specifications with respect thereto and that Lender (a) is not a manufacturer of, nor a dealer in, any of the component parts of the Equipment or similar equipment, (b) has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Equipment or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Equipment or any component part thereof or any property or rights relating thereto at any stage of the acquisition and installation thereof, (c) has not at any time had physical possession of the Equipment or any component part thereof or made any inspection thereof or of any property or rights relating thereto, and (d) has not made any warranty or other representation, express or implied that the Equipment or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Borrower intends therefor, or (iii) is safe in any manner or respect.

LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOFWER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the Equipment's ability to perform any function; that the Amount Advanced will be sufficient to pay all costs of the acquisition and installation (as applicable) of the Equipment; or any other characteristic of the Equipment; it being agreed that the Borrower is to bear all risks relating to the Equipment, the installation thereof and the transactions contemplated by this Contract, and the Borrower hereby waives the benefits of any and all implied warranties and representations of Lender.

The provisions of this Section shall survive this Contract's termination.

6.05. Right of Entry and Inspection. Lender and its representatives and agents shall have

the right to enter upon the Borrower's property and inspect the Equipment from time to time following the acquisition and installation (as applicable) thereof, and the Borrower shall cause any vendor, contractor or sub-contractor to cooperate with Lender and its representatives and agents during such inspections.

No right of inspection or approval granted in this Section shall be deemed to impose upon Lender any duty or obligation whatsoever to undertake any inspection or to make any approval. No inspection made or approval given by Lender shall be deemed to impose upon Lender any duty or obligation whatsoever to identify or correct any defects in the Equipment or to notify any person with respect thereto, and no liability shall be imposed upon Lender, and no warranties (either express or implied) are made by Lender as to the quality or fitness of any improvement, any such inspection and approval being made solely for Lender's benefit.

- **6.06.** Compliance with Requirements. (a) The Borrower shall cause the Equipment to be used and, if applicable, installed in a careful manner and in compliance with all applicable legal requirements.
- (b) The Borrower shall observe and comply promptly with all current and future requirements relating to the Equipment's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Equipment or any portion thereof or (ii) any insurance company writing a policy covering the Equipment or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Equipment.
- (c) The Borrower shall obtain and maintain in effect all licenses and permits required for the Equipment's operation.
- (d) The Borrower shall in no event use the Equipment or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Equipment or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.
- **6.07.** <u>Use and Operation</u>. The Borrower shall use and operate the Equipment and related property for its reasonably intended use and purpose, and for no other purpose unless required by law. The Borrower shall be solely responsible for the Equipment's operation, and shall not contract with any other person or entity for the Equipment's operation.
- **6.08.** <u>Maintenance and Repairs; Additions.</u> (a) The Borrower shall keep the Equipment in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Equipment might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.
- (b) The Borrower may, also at its own expense, make from time to time any additions, modifications or improvements to the Equipment that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the

value or substantially alter the intended use, of the Equipment. The Borrower shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Lender's rights under this Contract.

- (c) Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Contract and included in the "Equipment" for the purposes of this Contract.
- (d) Notwithstanding the provisions of subsection (c) of this Section, however, the Borrower may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Equipment. All such property shall remain the Borrower's sole property in which Lender shall have no interest; provided, however, that any such property which becomes permanently affixed to the Equipment shall be subject to the lien and security interest arising under this Contract if Lender shall reasonably determine that the Equipment would be damaged or impaired by the removal of such machinery, equipment or other tangible property.
- **6.09.** Security. The Borrower shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Borrower's personal property that is not subject to this Contract.
- **6.10.** <u>Utilities</u>. The Borrower shall pay all charges for utility services furnished to or used on or in connection with the Equipment.
- **6.11.** Risk of Loss. The Borrower shall bear all risk of loss to and condemnation of the Equipment.
- **6.12.** Condemnation. The Borrower shall immediately notify Lender if any governmental authority shall institute, or shall notify the Borrower of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Equipment or any interest therein under the power of eminent domain, or if there shall be any damage to the Equipment due to governmental action, but not resulting in a taking of any portion of the Equipment. The Borrower shall file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Lender, and to the extent permitted by law hereby irrevocably authorizes and empowers Lender, in the Borrower's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Borrower receives any Net Proceeds arising from any such action, the Borrower shall apply such Net Proceeds as provided in Section 6.15.
- **6.13.** Title. Title to the Equipment and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Borrower, subject to the lien of this Contract. Upon the Borrower's payment in full of all Required Payments, Lender, at the Borrower's expense and request, shall cancel this Contract.
- **6.14.** No Encumbrance or Pledge of Equipment. (a) The Borrower shall not directly or indirectly create, incur, assume or suffer to exist any pledge, lien (including mechanics' and materialmen's liens), security interest, charge, encumbrance or other claim in the nature of a lien on or with respect to the Equipment other than the lien of this Contract. The Borrower shall promptly,

at its own expense, take such action as may be duly necessary to discharge any such pledge, lien, security interest, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

- (b) The Borrower shall reimburse Lender for any expense incurred by Lender to discharge or remove any such pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.
- **6.15.** <u>Damage and Destruction; Use of Net Proceeds.</u> (a) The Borrower shall promptly notify Lender if (i) the Equipment or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the installation of the Equipment shall become apparent, or (iii) title to or the use of all or any portion of the Equipment shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.
- (b) The Borrower shall apply Net Proceeds (i) to the prompt completion, repair or restoration of the Equipment (and pay any costs in excess of the Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03. The Borrower shall promptly report to Lender regarding the use of Net Proceeds.
- (c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Borrower's property and shall be part of the Equipment.

ARTICLE VII

DEFAULTS AND REMEDIES; EXECUTION

- **7.01.** Events of Default. An "Event of Default" is any of the following:
- (a) The Borrower's failing to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.
- (c) The Borrower's breaching or failing to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as provided in subsections (a) or (b) of this Section, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by Lender, unless Lender shall agree in writing to an extension of such time prior to its expiration.
- (d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Borrower as a debtor, or the appointment of a receiver, custodian or similar officer for the Borrower or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.
 - (e) Any warranty, representation or statement made by the Borrower in this Contract is

found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).

- (f) Any lien, charge or encumbrance prior to the security interest created under Section 2.03, or affecting the validity of this Contract, is found to exist, or proceedings are instituted against the Borrower to enforce any lien, charge or encumbrance against the Equipment and such lien, charge or encumbrance would be prior to the lien of this Contract.
- (g) The Borrower's failing to pay when due any principal of or interest on any of its general obligation debt.
- **7.02.** Remedies on Default. Upon the continuation of any Event of Default, Lender may, without any further demand or notice, exercise any one or more of the following remedies:
- (a) Declare the unpaid principal components of the Installment Payments immediately due and payable;
- (b) Proceed by appropriate court action to enforce the Borrower's performance of the applicable covenants of this Contract or to recover for the breach thereof;
- (c) As provided in Article IV hereof, pay over any balance remaining in the Project Fund to be applied against outstanding Required Payments in any manner Lender may reasonably deem appropriate; and
- (d) Avail itself of all available remedies under this Contract, including execution as provided in Section 7.03, and recovery of attorneys' fees and other expenses.

Notwithstanding any other provision of this Contract, the Borrower and Lender intend to comply with Section 160A-20. No deficiency judgment may be entered against the Borrower in violation of Section 160A-20.

- **7.03.** Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Contract, Lender shall have all the rights and remedies of a secured party under the UCC and may proceed to execute upon the Security Property.
- **7.04.** Possession of Equipment. After a foreclosure sale, the Borrower shall immediately lose the right to possess, use and enjoy the Equipment (but may remain in possession of the Equipment as a lessee at will of Lender), and thereupon the Borrower (a) shall pay monthly in advance to Lender a fair and reasonable rental value for the use and possession of the Equipment (in an amount Lender shall determine in its reasonable judgment), and (b) upon Lender's demand, shall deliver possession of the Equipment to Lender or, at Lender's direction, to any purchaser of the Equipment after an execution sale.

In addition, upon the continuation of any Event of Default, Lender, to the extent permitted by law, is hereby authorized to (i) take possession of the Equipment, with or without legal action, (ii) lease the Equipment, (iii) collect all rents and profits therefrom, with or without taking possession of the Equipment, and (iv) after deducting all costs of collection and administration expenses, apply the

net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Borrower's account and in reduction of the Borrower's corresponding Required Payments in such fashion as Lender shall reasonably deem appropriate. Lender shall be liable to account only for rents and profits it actually receives.

- **7.05.** No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Contract.
- **7.06.** Payment of Costs and Attorney's Fees. If Lender employs an attorney to assist in the enforcement or collection of Required Payments, or if Lender voluntarily or otherwise shall become a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Equipment, to protect the lien of this Contract, to enforce collection of the Required Payments or to enforce compliance by the Borrower with any of the provisions of this Contract, the Borrower agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII

WIRE TRANSFER REQUIREMENTS

In order to prevent unauthorized or fraudulent wire transfers through cyberfraud and other means, Lender and the Borrower hereby agree to the provisions of this Article VIII.

- **8.01.** Wire Transfer Requirements. In the event a wire transfer is made by Lender to disburse funds as contemplated by this Contract (a "Disbursement"), such wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Lender by a representative of the Borrower, subject to the terms and conditions set forth in this Article VIII. For the purposes of this Article, a representative of the Borrower shall include employees and elected and/or appointed officials of the Borrower, the Borrower's legal counsel, the Borrower's financial advisor and the LGC.
- **8.02.** <u>Verification Procedures</u>. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Lender in person by a representative of the Borrower, Lender shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Borrower. The Borrower shall ensure that a representative of the Borrower will provide such verification to Lender. The Borrower shall not disclose, or allow to be disclosed, such Lender verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Borrower accepts the risk of such third party knowledge of the security procedures. If the Borrower has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Borrower shall notify Lender immediately.

- 8.03 Payee Identification. The Borrower is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Lender by a representative of the Borrower, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Lender (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Borrower acknowledges that Lender may make payment on the basis of the account number alone, that Lender is not obligated to detect such errors, and that the Borrower assumes the risk of any loss resulting therefrom.
- 8.04 <u>Duty to Reconcile Written Confirmation</u>. Upon request from a representative of the Borrower, Lender shall use its best efforts to send a representative of the Borrower written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Borrower shall promptly review and reconcile the written confirmation of the Disbursement sent by Lender, and shall report to Lender in writing, promptly, but in no event later than ten Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Lender and the Borrower agree that ten Business Days is a reasonable time for the detection and reporting to Lender of such information. After that time, all items on the written confirmation will be considered correct and the Borrower will be precluded from recovering from Lender if such wire transfer identified in the written confirmation was actually made by Lender. For the avoidance of doubt, any such writings can be provided electronically.
- **8.05** <u>Unauthorized Payments</u>. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Borrower pursuant to Section 8.02, it shall be binding on the Borrower if Lender acted in good faith in making such Disbursement.
- **8.06** <u>Recordation</u>. Lender may record any telephone conversation between Lender and a representative of the Borrower in order to reduce the risk of unauthorized or erroneous transfers. Lender may retain such recordings for as long as Lender may deem necessary.
- **8.07** Indemnification and Hold Harmless. If Lender complies with the provisions of this Article VIII, the Borrower agrees that Lender shall not be responsible for any communication or miscommunication by a representative of the Borrower, and the Borrower further agrees to indemnify, to the extent allowed by law, Lender and hold Lender harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to this Contract.
- **8.08** Applicable Law. All wire transfer orders are governed by Article 4A of the UCC, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Lender and the Borrower regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

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ARTICLE IX

MISCELLANEOUS

- **9.01.** Notices. (a) Any communication required or permitted by this Contract must be in writing.
- (b) Any communication under this Contract shall be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or delivery receipt from a national commercial package delivery service, if addressed as follows:
 - (i) If to the Borrower, to the County of Rowan, North Carolina, 130 W. Innes Street, Salisbury, North Carolina 28144, Attention: Finance Director; or
 - (ii) If to Lender, to Truist Bank, 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.
- (c) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.
- **9.02.** No Assignments by Borrower. The Borrower shall not sell or assign any interest in this Contract.
- **9.03.** Assignments by Lender, Lender may, at any time and from time to time, assign all or any part of its interest in the Security Property or this Contract, including, without limitation, Lender's rights to receive Required Payments. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Contract.

The Borrower agrees that this Contract may become part of a pool of obligations at Lender's or its assignee's option. Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by Lender may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of Lender's interest in the Equipment or this Contract shall be effective unless and until the Borrower shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Borrower further agrees that Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Borrower receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Borrower agrees to execute any document reasonably required in connection with any

assignment. Any assignor must provide notice of any assignment to the Borrower, and the Borrower shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Borrower shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

- **9.04.** <u>Amendments.</u> No term or provision of this Contract may be amended, modified or waived without the prior written consent of the Borrower and Lender.
- **9.05.** Governing Law. The Borrower and Lender intend that State law shall govern this Contract.
- **9.06.** Liability of Officers and Agents. No officer, agent or employee of the Borrower shall be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Borrower from the performance of any official duty provided by law.
- **9.07.** Severability. If any provision of this Contract shall be determined to be unenforceable, that shall not affect any other provision of this Contract.
- **9.08.** Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.
- **9.09.** Entire Agreement. This Contract constitutes the Borrower's entire agreement with respect to the general subject matter covered by this Contract.
- **9.10.** Binding Effect. Subject to the specific provisions of this Contract, and in particular Section 9.03, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 9.11 <u>E-Verify</u>. Lender understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

The remainder of this page left blank intentionally; signature page follows.

IN WITNESS WHEREOF, the parties have duly signed, sealed and delivered this Contract by duly authorized officers, all as of the date first above written.

(SEAL	۵)	
ATTE	ST:	COUNTY OF ROWAN, NORTH CAROLINA
By:	arolyn Barger, Clerk to the Board	By:Aaron Church, County Manager
		TRUIST BANK By: Printed Name: Title:
		This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act. By: Anna Bumgarner, Finance Director
		Anna Bumgarner, Finance Director

EXHIBIT A – PROJECT AND EQUIPMENT DESCRIPTION

The Equipment consists of Motorola APX mobile and portable radios, including accessories and programming, used by the County's public safety departments and services.



EXHIBIT B – PAYMENT SCHEDULE

Date	Outstanding Balance	Installment Payment Principal Component	Installment Payment Interest Component	Total Installment Payment
10/27/2022	\$7,998,000.00			
04/01/2023	7,998,000.00		\$121,116.38	\$121,116.38
10/01/2023	6,398,000.00	\$1,600,000	141,564.60	1,741,564.60
04/01/2024	6,398,000.00		113,244.60	113,244.60
10/01/2024	4,798,000.00	1,600,000	113,244.60	1,713,244.60
04/01/2025	4,798,000.00		84,924.60	84,924.60
10/01/2025	3,198,000.00	1,600,000	84,924.60	1,684,924.60
04/01/2026	3,198,000.00		56,604.60	56,604.60
10/01/2026	1,599,000.00	1,599,000	56,604.60	1,655,604.60
04/01/2027	1,599,000.00		28,302.30	28,302.30
10/01/2027		1,599,000	28,302.30	1,627,302.30
Total		\$7,998,000	\$828,833.18	\$8,826,833.18

EXHIBIT C – FORM OF PROJECT FUND REQUISITION

[TO BE PREPARED ON BORROWER'S LETTERHEAD FOR SUBMISSION]

PROJECT FUND REQUISITION

[Date]
Email requisitions to: GFProjectfunds@truist.com
Requisition Team Truist Bank Direct Dial: (252) 296-0452 or (252) 296-0659
RE: Request for disbursement of funds from the Project Fund related to Contract No [000] with the County of Rowan, North Carolina, dated as of October 27 2022.
To Whom It May Concern,
Pursuant to the terms and conditions of the Installment Financing Contract dated as of October 27 2022 (the "Contract") between the County of Rowan, North Carolina ("Borrower") and Truise Bank ("Lender"), the Borrower requests the disbursement of funds from the Project Fundestablished under the Contract for the following Project Costs:
This is requisition number from the Project Fund.
Disbursements will be to the Borrower.
Amount: \$ Attach copies of Certificates of Origin or Titles and vendor invoices to requisition when submitting.
Project Description: The acquisition of certain radio equipment to be used by the Borrower's public safety departments and services.
Location of Equipment/Project:
To receive funds via wire transfer please include:
ABA Routing Number:
Account Number:
Physical address of Borrower: County of Rowan, North Carolina, 130 W. Innes Street, Salisbury North Carolina 28144 Attention: Finance Director

The Borrower makes this requisition pursuant to the following representations:

- 1. The Borrower has appropriated in its current fiscal year funds sufficient to pay the Installment Payments and estimated Additional Payments due in the current Fiscal Year.
- 2. The purpose of this disbursement is for partial payment of the cost of the Project provided for under the Contract referenced above.
- 3. The requested disbursement has not been subject to any previous requisition.
- 4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged upon payment of this requisition.
- 5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
- 6. No Event of Default is continuing under the Contract, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
- 7. The Borrower shall allow Lender to deliver and file, or cause to be filed, any Uniform Commercial Code financing statements with respect to the Project or portion of the Project that Lender may request to evidence its security interest.
- 8. The Borrower has in place insurance on this portion of the Project that complies with the insurance provisions of the Contract.
- 9. Each amount requested for payment in this requisition either (a) represents a reimbursement to the Borrower for a Project Cost expenditure previously made, and such reimbursement complies with the provisions of the Code (generally, an issuer may reimburse a prior expenditure out of tax-exempt bond proceeds if (i) the issuer has declared its "official intent" to reimburse the expenditure no later than 60 days after the date the expenditure is paid and (ii) the expenditure is being reimbursed no later than the end of the permitted "reimbursement period" of at least 18 months, and at most 3 years, from the date the expenditure was paid), or (b) will be used by the Borrower promptly upon the receipt of funds from Lender to make payments for Project Costs to third parties described in this requisition.

Capitalized terms used in this requisition have the meanings ascribed in the Contract.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

IF REQUEST IS FINAL REQUEST, CHECK HERE \square .

COUNTY OF ROWAN, NORTH CAROLINA

By:
Printed Name:
Title:

EXHIBIT D – FORM OF CERTIFICATE DESIGNATING BORROWER REPRESENTATIVES

In accordance with the terms of the Installment Financing Cnotract dated as of October 27, 2022 (the "Contract") between the County of Rowan, North Carolina (the "Borrower") and Truist Bank ("Lender"), the Borrower designates the following persons as Borrower Representatives authorized to sign requisitions to withdraw funds from the Project Fund account (as such terms are defined in the Contract):

Printed Name:	Signa	ature:	
The Rorrower de	signates the person listed belo	ow as Official Custodian fo	r the nurnoses of
	arance Corporation. The person		
	who has plenary authority, is		
Borrower. Control of pr	iblic funds includes possessi	on of, as well as the author	rity to establish,
	pository institution and to ma		d disbursements.
The Official Custodian of	on the account is considered t	he insured depositor.	
Printed Name:	Signature:	Last 4 Numbers of	Date of
Timed I (dille)	S.S.L.L.	SSN ¹ :	Birth:
	_ <u> </u>		
Upon written no	ification to Lender, the Borro	ower may undate (a) Borroy	ver
	requisitions, or (b) the Official		V C1
	1 • / / /		
	(County of Rowan, North Ca	rolina
	<u>-</u> N	Name:	
		Γitle:	

^{*}The Official Custodian must provide a copy of his/her driver's license.

¹ The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Lender account holders with the same 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 Director & Randy Cress; Assistant County Manager

DATE: 11/7/2022

SUBJECT: Data Network Purchase

Rowan County IT wishes to purchase a SAN from Data Network Solutions. A storage area network (SAN) is a dedicated network of storage devices used to provide a pool of shared storage that multiple computers and servers can access. A SAN allows for manageable, scalable and efficient deployment of mission-critical data. Our current SAN is reaching its end-of-life. Advances in storage technology will allow for higher performance and lower latency. It is time to replace the current device in order to continue to improve business productivity and support of data intensive enterprise applications.

Data network is approved through the State contract, NC-204X and the quote far exceeds the discounts secured on the State contract. The software/hardware will sustain the department for five years without any additional maintenance or service cost. Amount not to exceed \$162,745.63.

Board of Commissioners to authorize the County Manager to purchase needed software/hardware from Data Network Solutions for an amount not to exceed \$162,745.63.

ATTACHMENTS:

DescriptionUpload DateTypeData Network Quote10/25/2022Cover Memo

Justin Crabtree Rowan County 130 West Innes Street Salisbury, NC 28144 (704) 216-8133 justin.crabtree@rowancountync.gov



Brian Pearce Data Network Solutions Account Executive bpearce@datanetworksolutions.com (336) 782-7945 orders@datanetworksolutions.com

Quote:	DNS-RC-102122-HPE-HYBRID-003
Project:	HPE Alletra 5000 Hybrid Storage

					LIST	CONTRACT		UNIT	E	XTENDE
ROW	MFG	MFG PART#	DESCRIPTION	QTY	PRICE	MIN PRICE		PRICE		PRICE
1	HPE	R4U34A	HPE Alletra 5030 CTO Base Array	1	\$ 52,214.00	\$ 33,939.10	\$	14,358.85	\$	14,358
2	HPE	R3Q00A	HPE NS 2x25GbE 2p SFP28 FIO Adptr Kit	1	\$ 8,800.00	\$ 5,720.00	\$	2,420.00	\$	2,420
3	HPE	R4U48A	HPE Alletra 5000 5.76TB FIO Cache Bdl	1	\$ 63,177.00	\$ 41,065.05	\$	17,373.68	\$	17,373
4	HPE	R4U49A	HPE Alletra 5000 11.52TB FIO Cache Bdl	1	\$ 101,823.00	\$ 66,184.95	\$	28,001.32	\$	28,002
5	HPE	Q8J18A	HPE NS NEMA 5-15 to C13 US FIO Pwr Cord	2	\$ 1.00	\$ 0.65	\$	0.65	\$	
6	HPE	Q8J27A	HPE NS C13 to C14 FIO Power Cord	2	\$ 1.00	\$ 0.65	\$	0.65	\$	
7	HPE	R4U45A	HPE Alletra 5000 210TB SAS FIO HDD Bdl	1	\$ 158,000.00	\$ 102,700.00	\$	43,450.00	\$	43,45
8	HPE	R9X15A	HPE Alletra Tier 1 Storage Array Std Trk	1	\$ 1.00	\$ 0.65	\$	0.65	\$	
9	HPE	Q8G27B	HPE Tier 1 Storage OS Default FIO SW	1	\$ 1.00	\$ 0.65	\$	0.65	\$	
10	HPE	SOL81AAE	HPE Alletra 5030 SW/Sup 5yr SaaS	1	\$ 47,538.00	\$ 38,030.40	\$	37,443.75	\$	37,44
11	HPE	HU4B2A5	HPE 5Y Tech Care Basic SVC	1	\$ -	\$ -	\$	-	\$	
12	HPE	HU4B2A5#ZDW	HPE NS 2x25GbE 2p SFP28 FIO Adp Kit Supp	1	\$ 1,628.00	\$ 1,302.40	\$	1,119.25	\$	1,1
13	HPE	HU4B2A5007E	HPE Alletra 5030 CTO Base Array Supp	1	\$ 4,637.00	\$ 3,709.60	\$	2,028.69	\$	2,0
14	HPE	HU4B2A5007Q	HPE Alletra 5000 210TB SAS HDD Bdl Supp	1	\$ 14,028.00	\$ 11,222.40	\$	6,137.25	\$	6,1
15	HPE	HU4B2A5007U	HPE Alletra 5000 5.76TB FIO CachBdl Supp	1	\$ 5,609.00	\$ 4,487.20	\$	2,453.94	\$	2,4
16	HPE	HU4B2A5007V	HPE Alletra 5000 11.52TB FIOCachBdl Supp	1	\$ 9,040.00	\$ 7,232.00	\$	3,955.00	\$	3,9
	Installation S	ervices:	•							
17	DNS	DNS-PS-DC	Design, Installation, Configuration & Knowledge Transfer services to be delivered by an HPE certified DNS engineer per statement of work: SOW TBD, Estimate Only	2.0	\$ 2,200.00	n/a	\$	2,000.00	\$	4,00
	•	•	•				TOTA	AI .	¢	162,7

Contract: NC-204X Prepared by: Brian Pearce 10/21/22

Prices valid for 30 days. Quote Expires: 11/20/2022

DNS reserves the right to amend quotation if errors or omissions occur.

All information contained in this quote is confidential and not to be shared with any third parties unless authorized by DNS

Taxes, Shipping and Handling not included, and are billed as incurred.

Credit Card orders are subject to a 3% convenience fee.

Return requests must have manufacturer approval and are subject to their restocking fees.

All returns must be within 30 days of receipt and have a Manufacturer RMA#.

Terms are net 30 days from receipt of invoice. Accounts over 30 days subject to 18% late fees.

**Purchase Orders can be emailed to orders@datanetworksolutions.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: Jody Farrow-Bennett; Purchasing Director & Bob Pendergrass; Animal Services Director

DATE: 11/7/2022

SUBJECT: Sole-Source HLP Inc. - Chameleon Software

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

Rowan County Animal Services uses HLP Inc. for Chameleon / Public Access Software, which was installed in 2017. This agreement is to renew the annual licenses on this essential equipment. Annual Service will not exceed \$8,640.00.

Board of Commissioners authorize the Purchasing Director to approve an annual service agreement with HLP Inc. not to exceed \$8,640.00.

ATTACHMENTS:

Description	Upload Date	Туре
HLP Quote	10/13/2022	Cover Memo
Signed Contract	11/2/2022	Cover Memo

HLP, INC Chameleon Software Products 9878 West Belleview Ave. #110 Littleton, CO 80123

PRICE QUOTE

Date	Estimate #
9/1/2022	6067

Name / Address	
Rowan County	
David Sifford	
130 W Innes St	
Salisbury, NC 28144	

Description	Qty	Rate	Total
Coverage Dates of September 1, 2022 - August 31st, 2023			
Chameleon/CMS Software Annual Support & Maintenance *Limited to 1 server and 8 workstations	9	960.00	8.640.00
This price quote is based on your current license count. Increasing your license count will change the total on this quote. Please contact me if you are changing your license count and need a new quote. Return your license renewal form even if there are no changes to your license count.			
Please return the attached license renewal form as soon as possible.	Su	ibtotal	\$8,640.00
	Sa	les Tax (0.0%)	\$0.00
	Te	otal	\$8,640.00

Phone #	Fax#	E-mail	Web Site
800-459-8376	866-844-3924	Accounting a chameleonbeach com	www.chameleonbeach.com

D. <u>E-Verify.</u> North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article

HLP, INC

Chameleon Software Products 9878 West Belleview Ave. #110 Littleton, CO 80123

P	RI	C	F	Q	Ш	O.	TF	=
		\mathbf{v}		4	_	•		

Date	Estimate #		
9/1/2022	6067		

Name / Address	
Rowan County	
David Sifford	
30 W Innes St	
Salisbury, NC 28144	
•	
	Cowan County David Sifford

Description	Oty	Rate	Total
Coverage Dates of September 1, 2022 - Angust 31st. 2023 Chameleon CMS Software Annual Support & Maintenance Timined to 1 server and 8 workstations PThis price quote is based on your current license count. Increasing your license count will change the total on this quote. Please contact me if you are changing your license count and need a oew quote. Return your license renewal form even if here are no changes to your license count.**	9	960.00	8,640.00
lease return the attached license renewal form as soon as possible.	Su	btotal	\$8.640.00
	Sa	les Tax (0.0%)	\$0.00

Phone #	Fax#	E-mail	Web Site
800-459-8376	866-844-3924	Accounting a chameleonbeach com	www.chameleonbeach.com

CHAMELEON / CMS SOFTWARE LICENSE AGREEMENT

This is a legal and binding agreement between the Purchaser and HLP, INC. ("HLP"). The request of the Purchaser for the Chameleon / CMS Software Package ("CMS") and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions.

I. GRANT OF LICENSE and USE:

HLP shall grant Purchaser this License for use of CMS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the CMS Software. This license entitles the Purchaser the right to install CMS on a single Server unit to be used by any number of Client Workstations. Additional Servers require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the CMS Software Package to an unauthorized, unlicensed entity. This is a non-exclusive, non-transferable license to the use of CMS.

II. PAYMENT:

- * Payment for CMS is defined as two parts: 1) Cost of initial License and 2) Support and Maintenance.
- * The "Cost of initial License" is currently fixed at a published price and is a one time fee.
- * The "Support and Maintenance" cost is figured by the size of the Purchaser's network, and this fee is billed monthly, quarterly, or annually. The formula is a fixed amount for the Server plus a fixed amount for each client workstation that uses CMS for daily operations. The amount changes as the numbers of workstations change unless the Purchaser is paying for "unlimited" users. Annual increases in this fixed, published amount are limited to the "cost of living index".
- * All of the above payment conditions must be met within 30 days of Invoice date in order for the Purchaser to hold a current, valid CMS License.

III. OWNERSHIP:

- * Title to CMS shall remain with HLP. The CMS product name, software, documentation, and other material parts of the CMS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. CMS Software contains the proprietary technology of HLP, INC.
- * All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
- * Purchaser hereby acknowledges HLP's copyright of CMS regardless of whether the copyright notice appears on CMS or whether it has been filed with the United States Copyright Office.

IV. TERMS and RESTRICTIONS:

- * The Purchaser shall receive an executable copy of CMS Software. The Purchaser may load, copy, or transmit CMS, in whole or in part, only as is necessary for execution, backup, and hot standby.
- * Purchaser may modify or merge CMS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
- * HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.
- * HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of CMS.
- * Purchaser agrees not to reverse engineer, decompile, or disassemble CMS.

V. MAINTENANCE:

HLP agrees to provide the following maintenance services:

- * NEW VERSIONS: New Versions are major changes to the look or feel of CMS. All new versions are included and guaranteed to all Purchasers.
- * UPGRADES: As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
- * DIAGNOSIS: Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in CMS.
- * CORRECTIONS: Corrections in CMS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to CMS operations.

VI. SUPPORT:

HLP agrees to provide the following support services:

- * TECHNICAL SUPPORT LINE: This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
- * SYSTEM to SYSTEM: When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
- * SYSTEM ON-LINE HELP: CMS contains comprehensive, context-sensitive, and hyper-texted HELP files that are installed with the software and upgraded as needed.
- * INTERNET WEB SITE: An internet site is available 24 hours and 7 days to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
- * PERSONNEL ON-SITE: If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

VII. SOURCE CODE ESCROW:

- * This License does not include or cover access in any way to the CMS Source Code.
- * HLP has placed in escrow all current Source Code for CMS with an authorized escrow Agent.
- * The Purchaser shall be entitled to claim a copy of the CMS Source Code under the terms and conditions set forth in the Chameleon/CMS Source Code Escrow Agreement.

VIII. LIMITED WARRANTY:

- * HLP is the owner of CMS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
- * HLP warrants that CMS will perform substantially in accordance with it's intended use.
- * If CMS does not perform as represented and can not be remedied within a reasonable time, HLP will refund the initial cost of this License only.
- * HLP does not warrant performance of CMS if it is modified by persons other than the staff of HLP.
- * HLP does not warrant that the execution of CMS will be uninterrupted or error free.
- * HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.
- * HLP disclaims all other warranties, either expressed or implied.

IX. LIABILITY:

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of CMS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

X. TERMINATION:

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of CMS and certify in writing that such has been done.

COPYRIGHTED AND NON NEGOTIABLE

THE PROVIDER (HLP LLC)	
BY: Keith Brakey International Continues Cont	
Name: Keith Brakey	10/99
Title: coo	10/00
ROWAN COUNTY	
BY:	
Name: Jody Farrow-Bennett	
Title: Purchasing Director	
Date.	

Chameleon / Public Access Software License Agreement

This is a legal and binding agreement between the Purchaser and HLP, INC.("HLP"). The request of the Purchaser for the Chameleon / PUBLIC ACCESS Software Package ("PUBLIC ACCESS") and License, and the acceptance of payment for such by HLP, is an acceptance of these terms and conditions. The PUBLIC ACCESS package is composed of ChamCam, Knowledge Rocket, PostMaster, MailBox, Image Engine, WebChameleon, PaWWW, PetLink, the integrated hardware, and their media products.

I. GRANT OF LICENSE and USE :

HLP shall grant Purchaser this License for use of PUBLIC ACCESS at the time of payment. HLP grants no software licenses whatsoever, either explicitly or implicitly, except by full payment for the PUBLIC ACCESS Software. This license entitles the Purchaser the right to install PUBLIC ACCESS on a single Server unit to be used by any number of Client Workstations. Additional Clients require additional Licenses, except as stated under Terms and Restrictions. This License Agreement is with the designated Purchaser only. This Purchaser may not rent, lease, give, sell or in any way transmit any part of the PUBLIC ACCESS Software Package, or media products of this software, to an unauthorized, unlicensed entity. This is a limited, non-exclusive, non-transferable license to the use of PUBLIC ACCESS.

II. PAYMENT:

- * Payment for PUBLIC ACCESS is defined as two parts:
- 1) Cost of initial License and 2) Support and Maintenance.
- * The "Cost of initial License" is currently fixed at a published price and is a one time fee.
- * The "Support and Maintenance" cost is figured by the size of the Purchaser's network, and this fee is billed monthly, quarterly, or annually. Each client workstation that uses PUBLIC ACCESS for daily operations pays the fixed fee. The total amount changes as the numbers of workstations change unless the Purchaser is paying for "unlimited" users. Annual increases in this fixed, published amount are limited to the "cost of living index".
- * All of the above payment conditions must be met witin 30 days of Invoice date in order for the Purchaser to hold a current, valid PUBLIC ACCESS License.

III. OWNERSHIP:

- * Title to PUBLIC ACCESS, and the media products from it, shall remain with HLP. The PUBLIC ACCESS product name, software, documentation, media products, and other material parts of the PUBLIC ACCESS package are owned by HLP and may not be reproduced in any form, except as stated under Terms and Restrictions. PUBLIC ACCESS Software, and its media products, contains the proprietary technology of HLP, INC.
- * All modifications, additions, upgrades, and new versions provided for under Support and Maintenance are considered part of this title and subject to the conditions of this License.
- * Purchaser hereby acknowledges HLP's copyright of PUBLIC ACCESS regardless of whether the copyright notice appears on PUBLIC ACCESS or whether it has been filed with the United States Copyright Office.

IV. TERMS and RESTRICTIONS:

- * The Purchaser shall receive a executable copy of PUBLIC ACCESS Software and integrated hardware. The Purchaser may load, copy, or transmit PUBLIC ACCESS, or its media products, in whole or in part, only as is necessary for execution, backup, and hot standby.
- * Purchaser may modify or merge PUBLIC ACCESS solely for execution by itself. Any part of this Software included in such adaptations will continue to be subject to this License.
- * Purchaser agrees to maintain necessary internet links to allow for a consolidated search of shelter data.
- * HLP agrees to maintain a neutral, commercial free internet site for the sole purpose of achieving a consolidated search. All 'hits' are immediately linked to the local Shelter home page.
- * Images and data extracts created by PUBLIC ACCESS are intended for use by the Purchaser only. Transfer or sale of PUBLIC ACCESS images by the PURCHASER to other non-licenses entities for commercial purposes is forbidden.
- * HLP shall bill the Purchaser a Support & Maintenance FEE periodically using the formula under "Payment". This bill is due and payable within thirty days of receipt.
- * HLP reserves the right to revoke this License if the Support & Maintenance FEE becomes delinquent and is not remedied 30 days after notification in writing. The Purchaser shall then cease use of PUBLIC ACCESS.
- * Purchaser agrees not to reverse engineer, decompile, or disassemble PUBLIC ACCESS.
- * Purchaser agrees to protect HLP proprietary information. Information, including, but not limited to, all database schema, procedures, techniques, sounds, and images, may only be used by authorized, licensed entity.

V. MAINTENANCE:

HLP agrees to provide the following maintenance services:

- * NEW VERSIONS: New Versions are major changes to the look or feel of PUBLIC ACCESS. All new versions are included and guaranteed to all Purchasers.
- * UPGRADES: As requests for improvements are accumulated from more than one Purchaser, they will be incorporated into periodic upgrades. These upgrades are included and guaranteed to all Purchasers.
- * DIAGNOSIS: Technical personnel will diagnose the cause of system problems and refer the Purchaser to the appropriate avenue of correction. HLP shall correct the problem only if the cause is a bug in PUBLIC ACCESS.
- * CORRECTIONS: Corrections in PUBLIC ACCESS code will be available to all Purchasers through the technical support office. Corrections will be made as soon as possible after reported and prioritized as to urgency to PUBLIC ACCESS operations.

VI. SUPPORT:

HLP agrees to provide the following support services:

- * TECHNICAL SUPPORT LINE: This shall entitle the Purchaser faster access to a technical support person for questions of high priority. Calls are answered during business days and hours and referred to the appropriate staff person. Requests may be faxed or left on the message service when lines are busy or after hours. Evenings, weekends, and holidays are available by pre-arrangement.
- * SYSTEM to SYSTEM: When requested, HLP can provide the Purchaser direct support via modem and communication software in real time.
- * INTERNET WEB SITE: An internet site is available 24 hours and 7 days per week to registered Users. Questions, suggestions, and comments may be posted to other Users or the HLP staff. Data can be uploaded and down loaded, all through a local access call.
- * PERSONNEL ON-SITE: If, for any reason, HLP cannot resolve the Purchaser's request by the means of support listed above, and HLP deems the request critical, then HLP staff may visit the Purchaser's site to resolve the problem.

VII. LIMITED WARRANTY:

- * HLP is the owner of PUBLIC ACCESS and has the right to grant the Purchaser this license to use the same without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on the alleged violation of such right by HLP.
- * HLP warrants that PUBLIC ACCESS will perform substantially in accordance with it's intended use.
- * If PUBLIC ACCESS does not perform as represented and can not be remedied within a reasonable time, HLP will refund the initial cost of this License only.
- * HLP does not warrant performance of PUBLIC ACCESS if it is modified by persons other than the staff of HLP.
- * HLP does not warrant that the execution of PUBLIC ACCESS will be uninterrupted or error free.
- * HLP does not warrant that other software programs or computer hardware will not interfere with it's execution.
- * HLP disclaims all other warranties, either expressed or implied.

VIII. LIABILITY:

Under this agreement, HLP's liability for damages to the Purchaser resulting from the use of PUBLIC ACCESS shall not exceed the amount of the Purchaser's initial License. Under this agreement, HLP shall not be liable for any damages resulting from loss of data or use, lost profits or revenue, or any incidental or consequential damages.

IX. TERMINATION:

Title: Purchasing Director

Date:

HLP may terminate any License granted if Purchaser fails to observe this agreement, and such condition is not remedied within thirty days after written notice has been given Purchaser. Purchaser will then destroy all copies and adaptations of all versions of PUBLIC ACCESS and certify in writing that such has been done.

THE PROVIDER (HLP LLC)	9/20	20
BY: Keith Brakey seath Stakely (Del.1, 2017 Seel (BUT)	-	
Name: Keith Brakey Title: COO		
ROWAN COUNTY		
BY: Name: Jody Farrow-Bennett		

Contract 23322 - Chameleon Software - Animal Services

Final Audit Report 2022-10-17

Created: 2022-10-17

By: Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAfy1-EpogwmS55kVMUI5efBEXPTi_h7_8

"Contract 23322 - Chameleon Software - Animal Services" History

- Document created by Jody Farrow-Bennett (jody.farrow-bennett@rowancountync.gov) 2022-10-17 3:08:21 PM GMT
- Document emailed to keith@chameleonbeach.com for signature 2022-10-17 3:10:38 PM GMT
- Email viewed by keith@chameleonbeach.com 2022-10-17 10:43:49 PM GMT
- Signer keith@chameleonbeach.com entered name at signing as Keith Brakey 2022-10-17 10:46:09 PM GMT
- Document e-signed by Keith Brakey (keith@chameleonbeach.com)
 Signature Date: 2022-10-17 10:46:10 PM GMT Time Source: server
- Agreement completed.
 2022-10-17 10:46:10 PM GMT



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: 11/7/2022

SUBJECT: Amendment No. 3 for REI Engineers, Inc. Master Agreement & Contract for Engineering

Fees for Library Roof

Rowan County has a current master agreement with REI and would like to engage in a task order for engineering services for the Rowan County Library Headquarters roof repair.

On April 4, 2022 the Board of Commissioners originally approved amendment No. 2 to the master agreement with REI Engineers; which allowed for an extension of the Master Service Agreement until the completion of 2 additional projects. 1) Courthouse Roof 2) Facilities Maintenance Roof.

Rowan County Facilities request two items for approval. This amendment is to extend the master agreement until the completion of the new project for the roof repair at the main library branch and to allow REI Engineers to preform engineering services for the new roof repair order at the Main Library branch.

Authorize the County Manager to sign Amendment no. 3 of the Master Service Agreement REI Engineers, Inc. to provide Civil Engineering services.

AND

Authorize the County Manager to enter into an agreement with REI Engineers to provide engineering services for the roof repair at the main library branch for an amount not to exceed \$35,700.00

ATTACHMENTS:

DescriptionUpload DateTypeREI Quote10/14/2022Cover Memo

REI Amendment #3 - Partial Signed 2022 Fee List

10/20/2022 10/20/2022 Cover Memo Cover Memo



October 10, 2022

Rowan County 130 West Innes Street Salisbury, NC 28144

Attention: Don Bringle

Director

Reference: Proposal for Engineering Services

Rowan County Library Headquarters

Roof Repairs

REI Proposal No. P21CLT-096

Dear Mr. Bringle:

In response to our recent discussions, we are pleased to submit this proposal for your consideration. The roof repair areas outlined in this proposal include the areas around 4 Dormers, 4 Chimneys, Gutters and Soffits on the steep slope roof areas of the facility located at 201 W Fisher Street, Salisbury, NC 28144.

The following is an outline of the proposed services for Contract Documents (CD) and Construction Administration (CA):

I. CONTRACT DOCUMENTS

- Conduct the site visit(s) to develop detailed Contract Documents for the subject building.
- B. Extract roof samples to identify roof underlayment composition and condition. Submit samples for testing to determine the presence or absence of asbestos containing materials. Cored locations to be repaired with compatible materials.
- C. Prepare comprehensive scaled drawings for conditions present to ensure competitive bids are received. All plans and details to be developed on Computer Aided Drafting (AutoCAD)
- D. Prepare technical specifications for the project.
- E. Issue preliminary Contract Documents for Owner review. Upon acceptance, final Contract Documents will be prepared and submitted.
- F. Provide advertisement for bids to Owner for use in advertising in accordance with applicable laws and/or submit names of three or more qualified Contractors to bid the Contract Documents.
- G. Hold one Pre-Bid Meeting for potential contractors to review the Contract Documents and resolve any questions that may arise during the bid stage of the project.



H. Bids shall be analyzed and a recommendation made based on low bid, alternates, contractor's past performance and Owner's budget restrictions. Submit a certified Bid Tabulation and recommendation for award.

II. CONSTRUCTION ADMINISTRATION

- A. Complete Owner's recommended Form of Agreement between Owner and Contractor and submit to Owner and Contractor for acceptance.
- B. Issue "Notice to Proceed" with Date of Commencement and construction period established.
- C. Review and accept, as appropriate, shop drawings and submittals as required by the Contract Documents. Return unacceptable submittals to contractor as required until compliance with specifications is realized.
- D. Hold a pre-construction meeting with the successful contractor to ensure a clear understanding of the plans and specifications.
- E. Perform quality assurance site visit once every five working days, Monday through Friday, to verify work is in compliance with the Contract Documents. Photographs will be taken as deemed necessary for documentation. REI cannot comment on work that takes place and covered while REI is not onsite.
- F. Prepare and submit reports from each quality assurance site visit relaying information pertaining to weather, area worked, application methods, material types installed during the site visit, and listing of non-conforming items requiring Contractor's correction.
- G. Certify Contractor's monthly invoicing based on status of work performed as determined from project site visits.
- H. Route any change orders developed to address changes to the contract requirements.
- I. Upon notification by the contractor that the job is substantially complete, a substantial completion inspection will be conducted with REI, Owner, Contractor and Manufacturer personnel. A punch list will be prepared to list any minor items that require further treatment.
- J. Upon notification by the contractor that the job is fully complete, a final inspection will be conducted with REI, contractor and Owner personnel. A final inspection report will be submitted upon verifying completion or if necessary, an additional punch list will be prepared.
- K. Upon completion of work, verify compliance of warranties and forward to Owner with close out documents and final billing.
- L. Conduct a two-year Contractor Warranty Inspection before the warranty expires to address warranty issues with the Contractor and Manufacturer.

III. PROPOSED SCOPE OF WORK

A. Replacement/repair of 4 dormers and associated wood/window construction to meet Historical Requirements. *Existing slate to be reused



- B. Replacement/repair of 4 chimney flashings, masonry repoint and installation of masonry waterproofing sealer. *Existing slate to be reused.
- C. Replace hip and ridge cap.
- D. **Alternate 1** Remove existing copper gutter seam repairs, clean, and reseal copper gutter joints and downspout connection at gutter. Replacement/repair of deteriorated fascia/soffit wood construction as allowable with existing copper gutter in place.
- E. **Alternate 2** Remove existing gutter system down to the existing wood fascia/soffit, replacement/repair of deteriorated fascia/soffit wood construction, and provide new copper gutter, downspouts, and accessories.

IV. OPINION OF PROBABLE CONSTRUCTION COST/ENGINEERING FEES

A. Based on the anticipated scope of work for this project, the opinion of probable construction costs and proposed engineering fees are:

Probable Construction Cost

Estimated Dormer Repair Cost	\$120,000.00
Estimated Chimney Repair Cost	\$40,000.00
Estimated Hip/Ridge Cap Replacement Cost	\$16,000.00
Estimated Alternate No 1	\$30,000.00
Estimated Alternate No 2*	\$90,000.00
Estimated Contingency Allowance	\$15,000.00
Estimated Construction Cost Subtotal (based on Alt 2 acceptance*)	

Engineering Fees:

Contract Documents	\$19,700.00
Construction Administration	\$16,000.00
Engineering Cost Subtotal	\$35,700.00

Total Project Estimate\$316,700.00

V. PROJECT SCHEDULE

- A. Preliminary Contract Documents shall be completed within ninety (90) days of Notice to Proceed. Final Contract Documents shall be completed and sealed within fourteen (14) days of receipt of comments.
- B. Construction Administration shall be performed during the estimated construction duration and the project closeout process. This work is expected to take sixty (60) calendar days.

If this proposal meets with your approval, please notify us in writing. This proposal will remain firm for a period of thirty (30) days. After that time, we reserve the right to review scheduled commitments and prices.

If you have any questions regarding this matter, please do not hesitate to call.



Respectfully submitted,

REI Engineers

Paul Whitley, RRO, CDT

Project Manager

Amendment No. 3 to Master Service Agreement

This Amendment No. 3 to the Master Service Agreement	is entered into and effective this 20 day of
October 2022, by and between Rowan County	, Salisbury, NC hereinafter referred to as
Client, and REI Engineers, Inc., 1927 J.N. Pease Place, Char	lotte, NC 28269 hereinafter referred to as REI.
REI will provide professional services for tasks related to C	Civil Engineering services for Client on an as
needed basis until the completion of the current task orde	ers for the Rowan County Library
Headquarters Roof project. REI's 2022 Standard Fee Sched	dule is included as Attachment A.

ACCEPTED FOR
REI Engineers, Inc.
By: Dan M. Moden
David M. Madonia, EVP of Operations
(Name and Title)
Date: October 20, 2022
ACCEPTED FOR
Rowan County
Ву:
(Name and Title)
Date



Attachment A

REI ENGINEERS

2022 Standard Fee Schedule

A. STANDARD UNIT RATES FOR PROFESSIONAL SERVICES*

1.	Principal	\$325.00/hr.
2.	Sr. Licensed Professional (PE, AIA) / Branch Manager	\$215.00/hr.
3.	Sr. Registered Professional (RBEC, RRC, RWC, REWC)	\$185.00/hr.
4.	Licensed Professional (PE, AIA)	\$175.00/hr.
5.	Registered Professional (RBEC, RRC, RWC, REWC)	\$165.00/hr.
6.	Sr. Project Manager	\$155.00/hr.
7.	Project Manager	\$125.00/hr.
8.	Construction Administration Manager	\$115.00/hr.
9.	Sr. Technician	\$105.00/hr.
10.	Technician	\$85.00/hr.
11.	Draftsman (includes AutoCAD time)	\$85.00/hr.
12.	Clerical	\$80.00/hr.
MISCE	LLANEOUS CHARGES	
1.	Mileage	\$0.65/mile
2.	Expenses	Cost x 1.15

C. <u>FIELD TESTING</u>

B.

1. Shall be as quoted on a per project basis.

^{*}Time over 40hrs./wk. & Saturdays at time and one-half. Sundays & Holidays at double time. Minimum personnel charge for site visits is four hours excluding travel time.



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

MEMO TO COMMISSIONERS:

FROM: Chairman Greg Edds **DATE:** October 18, 2022

SUBJECT: Proclamation for National American Indian Heritage Month

ATTACHMENTS:

Description Upload Date Type

Proclamation 10/18/2022 Cover Memo

Greg Edds, Chairman Jim Greene, Vice-Chairman Mike Caskey Judy Klusman Craig Pierce



Aaron Church, County Manager Carolyn Barger, Clerk to the Board John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8180 • FAX 704-216-8195

PROCLAMATION NATIONAL AMERICAN INDIAN HERITAGE MONTH

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November, as National American Indian Heritage Month; *and*

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned.

NOW THEREFORE, the Rowan County Board of Commissioners does hereby proclaim November as the National American Indian Heritage Month, in Rowan County and urges all our citizens to observe this month with appropriate programs, ceremonies and activities.

This the 7th day of November, 2022.

Gregory C. Edds, Chairman
Rowan County Board of Commissioners

ATTEST:

Carolyn Barger, MMC, NCMCC
Clerk to the Board



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

MEMO TO COMMISSIONERS:

FROM: Valerie Steele, Airport & Transit Director

DATE: 10/19/2022

SUBJECT: Sale of Ground Lease Hangar T5

Russell Ashbaugh sold his Ground Lease Hangar T5 to William Lucey. A new ground lease has been prepared and awaits signature.

Approve for signature.

ATTACHMENTS:

Description	Upload Date	Type
Bill of Sale T5 Ground Lease	10/19/2022	Exhibit
New Lease Assignment T5 Ground Lease	10/19/2022	Exhibit

BILL OF SALE

Russell Ashbaugh ("Seller"), for Fifty Thousand Dollars, all of which has been paid contemporaneously to the execution of this Bill of Sale, and for which the personal property described herein shall be collateral, and good and valuable considerations, the receipt of which considerations is being acknowledged, hereby grants, sells, assigns, transfers, conveys and delivers to William Lucey (Buyer), it's/his successors and assigns, the following items of personal property:

-Metal hangar building located at <u>Hangar #5</u>, Rowan County, North Carolina, Mid-Carolina Regional Airport

TO HAVE AND TO HOLD the said Personal Property, unto its successors and assigns, free and clear or any and all security interests, encumbrances or liens.

Seller represents and warrants that the Seller has a good and valid title to Personal Property sold and transferred hereunder and has the right and power to sell and transfer same to Buyer.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale to be executed this the _______ day of _______, 2022.

Russell Ashbaugh

William Lucey

NORTH CAROLINA
COUNTY OF Rowan County
SEAL-STAMP

AUBLIC NOTARL OF THE PROPERTY OF THE PROPERTY

I, a Notary Public of the County and State aforesaid, certify that Russell Ashbaugh and William Lucey appeared before me this day and acknowledged the execution of the forgoing instrument. Wittiness my hand and official stamp or seal on this the day of

Jary

My Commission Expires: 11/21/2023

ASSIGNMENT OF HANGAR LEASE

This Agreement made the Lorday of Corbo, 202 by and among	
Russell Tishbayh (hereinafter referred to as the "Tenant"), ROWAN	
COUNTY, a body politic (hereinafter referred to as the "Landlord"), and	
(hereinafter referred to as the "Assignee").	
WITNESSETH:	
WHEREAS, on or about the 16 day of October, 2022, Tenant	
succeeded to the rights, duties and obligations under that certain Lease Agreement	
hereinafter referred to as the "Lease") dated the same date, in which, Rowan County	
as Landlord, and to which Landlord herein succeeded, for premises located in Rowan	
County, North Carolina, commonly known as T-Hangar 5 located at the Rowan Count	У
Airport, which premises are more particularly described in the Lease which is hereby	
ncorporated by reference as if herein set forth in full.	
WHEREAS, Tenant desires to assign, and Assignee desire to acquire Tenant's	
nterest in and to, the Lease; and	
WHEREAS, the Lease provides, among other things, that the Lease may not be	
assigned without the Landlord's prior written consent.	
NOW, THEREFORE, in consideration of the sum of Thousand	
Hundred and no/100 (\$_50,00000))
Pollars paid by Assignee to Tenant, the receipt of which is hereby acknowledged, and	
of other good and valuable consideration, the parties hereto hereby covenant and agree	Э
s follows:	

- 1. Tenant hereby assigns, transfers and conveys to Assignee, as of this date all of Tenant's right, title and interest in and to the Lease, together with any and all rights to Personal Property contained therein or thereon.
- 2. Assignee assumes the Lease as of the same date and agrees to perform and observe all of the covenants and conditions therein contained on Tenant's part to be performed and observed, which shall accrue from and after that date.
- 3. Landlord consents to the aforesaid assignment of the Lease by Tenant to the Assignee, upon the express condition that no further assignment of the Lease shall hereafter be made without prior consent of the Landlord.
- 4. Tenant shall remain liable for the performance and observance of the covenants and conditions contained in the Lease on its part to be performed and observed prior to formal approval of Landlord. As between Tenant and Assignee, Assignee's liability under the Lease shall be primary, and Assignee shall hold Tenant harmless from all further liability thereunder. In the event of a default by Assignee which is not timely cured as required by the Lease, Tenant shall have the right to cure said default and re-enter and resume possession of the premise.
- 5. Any and all notices hereunder shall be sent to the respective parties at that address as inscribed on these presents at the signature section, or as otherwise hereinafter directed by one to the other in writing.
- 6. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, successors and assigns, as the case may be, and may not be changed, modified, discharged or terminated orally or in any other manner than by an agreement in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the day and year first above written.

TENANT:
Print Name: Print Name: Print Name: Print Name: Print Name: Party States Pd Concoed NC 28025
ASSIGNEE: Print Name: WIWAM E. Lucor
Mailing Address: 423 LAWREN VALLEY WAY SAUSBAN, NIC 28/47
LANDLORD: ROWAN COUNTY BY:
Its: Chairman/Manager
Mailing Address:



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: October 20, 2022

SUBJECT: ADW Proposal For Services Related to Advanced Planning Phase for Health Department

at West End Plaza

Authorize County Manager to enter into agreement with ADW Architects for the total base fee of \$45,800, plus reimbursable expenses estimated at \$1,000.

ATTACHMENTS:

DescriptionUpload DateTypeFee Proposal10/20/2022Cover Memo



architecture

planning

interiors

September 20, 2022

Aaron Church Rowan County – County Manager 130 West Innes Street Salisbury, NC 28144

Re: West End Plaza – Rowan County Health Department

> **Advanced Planning Phase** ADW Project No. #22047

Dear Aaron:

ADW Architects is pleased to submit this proposal for services related to the Advanced Planning Phase for the Rowan County Health Department at the West End Plaza facility. Materials to be referenced for these services includes the Space Needs Assessment and Conceptual Programming Floor Plan completed by ADW Architects in April 2022 and hard copies of the original building floor plans of the Mall provided by the County.

Our professional consultants would be as follows;

MEP, FP Consultant S.E. Collins Consulting Engineers

1817 E. Innes St. – Suite 201

Salisbury, NC 28146

Professional Cost Estimator R.M. Rutherford & Associates

> 3328 Mill Pond Road Charlotte, NC 28226

ADW's scope of services include:

Page 1 of 3

Task 1) **Existing Conditions Survey**

Include up to two (2) site visits to visually review and photograph the existing conditions of where the Health Department will be located in West End Plaza and make red line notes on hard copies of old drawings recording our observations. This process is for conceptual purposes only and not intended to procure precise measurements and data.

Task 2) Programming Update

- Attend up to two (2) meetings with County Stakeholders (Committee) to review the current Space Needs Assessment we did in April 2022.
- Discuss and analyze the adjacencies and locations of each proposed use.
- Make revisions as needed based on feedback.
- Present the final program to the Stakeholders.

Task 3) Conceptual Improvements Design

- Consult and advise on the proper Mechanical, Electrical and Plumbing systems recommended for each use.
- Identify the parking needs and open space needs.
- Provide a conceptual Site Plan, Floor Plan, and Exterior Renderings that begin to illustrate the concepts for the Health Department. These concepts will be used for up to two (2) meetings with the County Manager, Commissioners and Stakeholder Committee to solicit feedback and direction of the conceptual Health Department design.

Task 4) Preliminary Cost Estimate/Budget/Project Scope Reconciliation

- ADW Architects will contract with a professional cost estimator to provide a preliminary estimate of construction cost for the project.
- ADW Architects will also provide an estimate of soft costs (costs not included in construction contract) and include it with the construction cost to provide the county with an overall estimate of project development costs.
- After completing a draft estimate, the design team will work with the county to complete the budget/project scope reconciliation.

Task 5) Documentation and Presentation

- Based on the discussions and feedback from the Advanced Planning Design
 phase, ADW shall develop a final document of the West End Plaza Health
 Department. The Plan will include a conceptual floor plan, exterior renderings
 and a site plan.
- We shall include the final written program for the Health Department.
- We shall include the building systems recommendations from our MEP Engineer.
- We shall include an itemized Estimate of Construction Cost for the renovations of the Health Department.
- ADW shall make up to two (2) presentations to Stakeholders and County Commission.
- Deliverables shall be hard copies and electronic format.

FEE FOR SERVICES

Task 1)	Existing Conditions Survey	\$ 7,400
	(Includes MEP Consultant Survey)	
Task 2)	Programing Update	\$ 3,500
Task 3)	Conceptual Improvements Design	\$26,600
Task 4)	Professional Cost Estimator	\$ 1,800
Task 5)	Documentation and Presentations	\$ 6,500

TOTAL BASE FEE

\$45,800 plus reimbursable expense

Reimbursable expenses shall include any travel, printing or delivery charges associated with these services. Reimbursable expenses are estimated at \$1,000.

(If we provide these services for the Advanced Planning Phase a credit will be given back to the County towards the next phase of the project)

Additional Services that are not included in scope of services

- Full Architectural and Engineering Services
- Full Structural and Civil/Site Engineering Consultants
- Site lighting Consultants
- Landscaping and paving Consultants
- Environmental Assessments
- Geotechnical Investigations and reporting
- Land Surveying and Documentation
- Digital Laser Scanning process to survey and document the Building's Existing Condition
- Comprehensive signage design
- Traffic Impact analysis
- Utility and infrastructure needs assessment.
- Analysis of Out Parcels
- Meetings other than what is listed under the above Phases of Service

If these terms meet your approval, we shall draft an AIA Document B101-2007 to be executed as an agreement between Rowan County and ADW Architects, p.a. Thank you for the opportunity to continue working with you.

Sincerely,

ADW Architects, p.a.

Robert J. Lauer, Jr. AIA Managing Principal Phillip Steele, Project Manager Managing Principal



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: 11/7/2022

SUBJECT: Sole-Source Freshworks

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

Rowan County Information Technology uses Freshworks for all ticketing, reporting of IT incidents and service requests based on ITIL standards. IT migrated to FreshService in 2017 and continues to use it with expansion to other department liaisons where needed. This agreement is to provide annual service with this essential equipment. Annual Maintenance will not exceed \$13,260.23.

Board of Commissioners authorize the Purchasing Director to approve an annual service agreement with Freshworks not to exceed \$13,260.23.

ATTACHMENTS:

DescriptionUpload DateTypeFreshworks Quote10/24/2022Cover Memo



Freshworks Inc.,(formerly known as Freshdesk Inc.) 2950 S. Delaware St, Suite 201, San Mateo, CA 94403, U.S.A.

Phone: +1 (866) 832 3090 Tax ID: 33-1218825 Tax Reg #: 33-1218825

Randy Cress Rowan County

SUITE 310, 130 W. INNES STREET SALISBURY, North Carolina 28144 United States

it.billing@rowancountync.gov 704-216-8114

INVOICE

Invoice # FS190819
Invoice Date Oct 20, 2022

Invoice Amount \$13,260.23 (USD)

Payment Terms Net 30 Due Date Nov 19, 2022

POSTED

SUBSCRIPTION

Billing Period Oct 20, 2022 to Oct 20, 2023 Next Billing Date Oct 20, 2023

DESCRIPTION	UNITS	UNIT PRICE	DISCOUNT	AMOUNT (USD)
Freshservice - Pro Annual	17	\$1,068.00	(\$4,895.77)	\$13,260.23
148888 Agent V3 Mig applied on line item	_		Total	\$13,260.23
#1 - \$4,895.77 (26.96%).		Amount	Due (USD)	\$13,260.23

NOTES

Please always include your invoice number when making payments!

<u>Reference to our Bank details:</u> Click appropriate currency below to view our respective Bank acc details for payment processing.

AUD EUR GBP USD

For Check Payments (US Customers Only)

E-checks: Freshworks Inc, Dept LA 24888, Pasadena CA 91185-4888.

Physical checks: Freshworks Inc., 24888, 14005 Live Oak Ave, Irwindale CA 91706-1300.

Other Payment Methods: PayPal ID: paypal@freshdesk.com (USD Only)

For questions/concerning regarding this invoice, please contact billing@freshworks.com

Click the link to download W9 certificate

Any 3rd party offering/services purchased by a Customer, shall be governed by the applicable 3rd party agreement and not the Freshworks Terms of Service



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: October 25, 2022

SUBJECT: Cancellation of December 19, 2022 Commission Meeting

On October 17, 2022, the Board discussed its meeting preference for the month of December 2022 but did not take official action to cancel the regular meeting scheduled for December 19, 2022 at 6:00 p.m.

The Board is asked to vote to cancel its second regular meeting in the month of December, scheduled for December 19, 2022 at 6:00 p.m.



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

MEMO TO COMMISSIONERS:

FROM: Carolyn Barger, Clerk to the Board

DATE: October 25, 2022

SUBJECT: Resolution and Request From NCDOT For Abandonment Of Portion Of Cannon Road

From State Secondary Road System For Maintenance

ATTACHMENTS:

DescriptionUpload DateTypeNCDOT Request10/25/2022Cover MemoResolution10/25/2022Cover Memo



STATE OF NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

October 3, 2022

Rowan County

Subject: Request for Abandonment

Mr. Greg Edds, Chairman Rowan County Board of Commissioners Attn: Ms. Carolyn Barger, Co. Mgr. Office 130 West Innes Street Salisbury, NC 28144

Dear Mr. Edds:

I am attaching the petition requesting that the last 316' of SR 1734 – Cannon Road within Steele Township, be abandoned from the State Secondary Road System for maintenance.

One of the requirements needed for abandonment from the State System is the County Commissioners' approval. We have investigated this request and found that this road meets NCDOT requirements for abandonment. We would, therefore, appreciate it very much if you would have the County Commissioners act on this request and forward to us the proper Abandonment Form for our further handling.

Thanking you in advance for your assistance in this matter, and if I may be of further assistance, please advise.

Sincerely,

Kelly Seitz, PE

District Engineer

PKS/dag

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lands.

Date Petition	Received by NCDOT:	 1/	1/	22	

North Carolina Department of Transportation Division of Highways Abandonment Petition

North Carolina
County of Rowan
Petition request for the abandonment of Secondary Road SR 1734 from the State. Maintained System (CANNON RD.)
Maintained System (CANNON RD.)
We the under signed, being all of the property owners on Secondary Road $\frac{SR}{1734}$
in <u>Rowan</u> County do hereby request the Division of Highways of the Department of
Transportation to abandon the road from the State Maintained System.
PROPERTY OWNERS
Printed Name and Signature Address
IEBEN Horne James James 200 Cours of 60
704-640-3892 Klyoung @ carolina.rr.com





Greg Edds, Chairman Jim Greene, Vice-Chairman Mike Caskey Judy Klusman Craig Pierce



Aaron Church, County Manager Carolyn Barger, Clerk to the Board John W. Dees, II, County Attorney

Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8180 • FAX 704-216-8195

RESOLUTION

ABANDONMENT OF A PORTION OF CANNON ROAD (SR 1734) FROM THE STATE MAINTAINED SECONDARY ROAD SYSTEM

WHEREAS, the Board of Commissioners of Rowan County, North Carolina, has received a petition requesting abandonment for the portion of a road on the accompanying map, further described as:

• The last 316' of SR 1734 - Cannon Road; and

WHEREAS, the Board of Commissioners of Rowan County, North Carolina, recognizes the North Carolina Department of Transportation has authority pursuant to North Carolina General Statute § 136-55.1 to abandon and remove roads from the State highway system; and

WHEREAS, the NC Department of Transportation's Division 9/District 1 office has investigated and concluded the aforementioned road segment meets abandonment requirements; and

WHEREAS, the Board of Commissioners of Rowan County, North Carolina is of the opinion that the above-described road segment should be abandoned from the Secondary Road System, if the abandonment is in the best interest of the public and of the Division of Highways of the Department of Transportation and Highway Safety.

NOW, THEREFORE, be it resolved that the Board of Commissioners of Rowan County, North Carolina, supports the request of the Division of Highways for abandonment of the above-described road segment, and to abandon said segment from the Secondary Road System if it is in the best interest of the public and the Division of Highways.

CERTIFICATION

Carolyn Barger, County Clerk of the County of Rowan, North Carolina, do hereby certify that t regoing is a true and exact copy of a Resolution adopted by the Board of Commissioners of thounty of Rowan, North Carolina in a regular session convened on the day of November, 222.	ne
ITNESS my hand and corporate seal of the County of Rowan, North Carolina, this thed , 2022.	lay of
arolyn Barger owan County Clerk to the Board	



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

MEMO TO COMMISSIONERS:

FROM: Pamela Ealey, Planning Technician

DATE: 10/25/2022

SUBJECT: Schedule Public Hearing: Proposed Road Name - Stamey Way

ROAD NAME ASSIGNMENT—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the next available County Commission meeting to consider and receive comment for the following road name requests:

1. Currently Known As: No name driveway

Proposed Name: Stamey Way

Location: driveway off of Orbison Rd which is located off Corriber Grange Rd SR 1552 in the 2100 block

Property Owners: Robert Jr. and Kathy Stamey, Robert Stamey III, Joseph and Amanda Little

Reason for Change: 2 structures already use drive, application received for a 3rd structure, road must be

named per ordinance.

Set public hearing for next County Commission meeting.

ATTACHMENTS:

Description	Upload Date	Туре
Memorandum	10/25/2022	Cover Memo
Site GIS	10/25/2022	Backup Material
Road Naming Petition	10/25/2022	Backup Material



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: Pamela Ealey, Planning Technician

RE: Road Names

DATE: Tuesday, October 25, 2022

ROAD NAME CHANGE—SET PUBLIC HEARING

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the **next available** County Commission meeting to consider and receive comment for the following road name requests:

1. Currently Known As: No name driveway

Proposed Name: Stamey Way

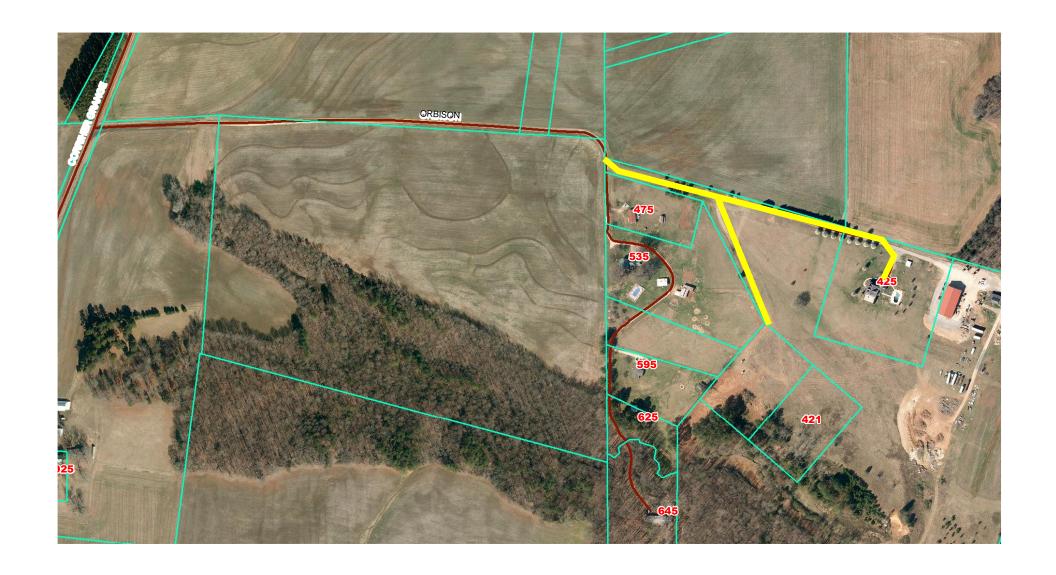
Location: driveway off of Orbison Rd which is located off Corriber Grange Rd SR 1552 in the 2100

block

Property Owners: Robert Jr. and Kathy Stamey, Robert Stamey III, Joseph and Amanda Little

Reason for Change: 2 structures already use drive, application received for a 3rd structure, road

must be named per ordinance.



Current Name: N/A

Proposed Name: Stamey Way

Location: driveway located off Orbison Rd, a private road connecting to Corriher

Grange Rd in the 2200 block.

Property Owners: Robert Jr. & Kathy Stamey, Robert Stamey III, Amanda & Joseph

.



ROWAN COUNTY Planning and Development Road Naming Petition 911 Addressing



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:	Stamey v	Vau	
Second Choice	: Stamey	lake	Made Manager (1997)
Third Choice:	Stamery	Rd.	

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:
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 #
	Coother Bishus		-	212-024
	Mabe 1 Owens Heis	5		219-103
all so l	Phillip Dean Orb	90		219-035
Lillett Samer	Kylin & Robert Stran	ne 425 Oibison RE	704-791-442	219-054
		Ŏ		2,9025
	Roberty Names	lame 1		211000

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
Simanda & Little	Amarola + Soseph L.	Mailing Address 7143 Sandosky H/EBIVA Concord NCZX	(9X1) (022-	219-080
	Robert Showen			219-041
Tent o Jul	Robert Stanay	425 ordison RD		219-081



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

MEMO TO COMMISSIONERS:

FROM: Ann Kitalong-Will, Director Grants Admin/Govt Rel.; Bob Pendergrass, Animal Svcs.

Director

DATE: 10/25/2022

SUBJECT: Certification Documents for NC Museum Grants

The following documents are required by NC Museum of Natural Sciences grant programs to be in compliance for reporting and for eligibility for upcoming grants.

Document Description:

"No Overdue Tax Debts" - certifies that Rowan County does not owe any overdue taxes (per NCGS §105-243.1); to be signed by Board Chairman and County Manager, and notarized.

"Sworn Statement of Grants Compliance" - certifies that state grant funding received from NC Museum of Natural Sciences in FY2022 was used and expended in compliance with state and federal laws and regulations, and within terms and conditions of the grant documents; to be signed by Director of Finance and County Manager, and notarized.

Recommendation:

- 1) The Board of Commissioners approve the Board Chairman and the County Manager to sign and have notarized the certification of "No Overdue Tax Debts."
- 2) The Board of Commissioners approve the Director of Finance and the County Manager to sign and have notarized the "Sworn Statement of Grants Compliance."

ATTACHMENTS:

Description	Upload Date	Туре
Certification of No Overdue Tax Debts	10/25/2022	Exhibit

Sworn Statement of Grants Compliance 10/25/2022 Exhibit

Letter: State Grants Compliance 10/25/2022 Backup Material

Greg Edds, Chairman Jim Greene, Vice-Chairman Mike Caskey Judy Klusman Craig Pierce Aaron Church, County Manager Carolyn Barger, Clerk to the Board John W. Dees, II, County Attorney



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8180 • Fax 704-216-8195

Date of Certification: To: State Agency Head and Chief Fiscal Officer
Certification: We certify that Rowan County does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).
Sworn Statement:
Greg Edds and Aaron Church being duly sworn, say that we are the Board Chair and County Manager, respectively, of Rowan County of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.
Board Chair
County Manager
Sworn to and subscribed before me on the day of the date of said certification.
My Commission Expires: (Notary Signature and Seal)
If there are any questions, please contact the state agency that provided your grant. If needed, you may contact the North Carolina

Equal Opportunity Employer

1 G.S. 105-243.1 defines: "Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has

Office of State Budget and Management: NCGrants@osbm.nc.gov - (919) 807-4795

not failed to make any payments due under the installment agreement."



Rowan County Office of the Manager 130 West Innes Street • Salisbury, NC 28144

FAX 704-216-8195

TELEPHONE 704-216-8180

Date:	
То:	State Agency Head and Chief Fiscal Officer Office of the State Budget and Management
We cer of fund 6/30/20 collecte	cation: tify that the accompanying reports represent all financial activity related to the receipt, use, and expenditure is granted by the State of North Carolina to the County of Rowan—Rowan Wild for the fiscal year ended 222 and that the expenditures reported were for the purposes appropriated by the General Assembly or ed by the State of North Carolina and in compliance with the applicable laws, regulations, and terms and ons of the grant documents.
We und grantor Office malfea	companying reports are presented on the cash basis of accounting and are supported by our financial records. derstand that if it is found the expenditures reported were not used for the purpose(s) appropriated, that the agency shall report such findings to the Attorney General, the Office of State Budget and Management, the of the State Auditor, and the Office of the State Controller. Any apparent violations of a criminal law or sance, misfeasance, or nonfeasance in connection with the use of State funds shall be reported by the Office a Budget and Management to the Attorney General and State Bureau of Investigation.
Anna E respect is true,	Statement: Bumgarner and Aaron Church, being duly sworn, say that we are the Treasurer and County Manager, ively, of the County of Rowan of Salisbury in the State of North Carolina; and that the foregoing certification accurate and complete to the best of our knowledge and was made and subscribed by us. We also vledge and understand that any misuse of State funds will be reported to the appropriate authorities for further
	Treasurer
	County Manager
Sworn	to and subscribed before me on the day of the date of said certification.
(Notary	My Commission Expires: y Signature and Seal)

Main Telephone: (704) 216-7768 FAX: (704) 638-3998



Rowan County Animal Services

Animal Shelter

Animal Enforcement

October 7, 2022

To whom it may concern,

This letter is to document that I do hereby certify that all funds received by Rowan Wild at Dan Nicholas Park from the North Carolina Science Museums Grant program received during the fiscal year of 2021/2022, have been spent in accordance with state grant guidelines and Rowan County purchasing policy including all spending up to the extended grant period until September 30, 2022. As acting Director during that time, this was my responsibility.

Sincerely, Bolladone Oct 7, 2022

Bob Pendergrass, Animal Services Director, Rowan County

Desk 704 216-7796

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: Ed Muire, Planning Director

DATE: October 27, 2022

SUBJECT: Housing Rehabilitation Lien Release

REQUEST

At its October 3, 2022 meeting the Commission authorized Staff to file satisfactions for the Deeds of Trust on seven (7) different home owner rehabilitation projects that had met their residency obligation as a loan agreement condition. One of these units was a manufactured home and the County held title to the unit for the period of the loan agreement.

As this was an atypical occurrence (i.e. holding of a lien), Staff did not include the release request in the October 3, 2022 meeting documentation. Given the Satisfaction for this home was filed (attached), the lien should also be released and title returned to the owner.

The County Attorney has reviewed this request and concurs the lien should be released.

RECOMMENDATION

• Authorize Finance Director Anna Bumgarner to sign the accompanying lien release

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Description Upload Date Type

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, Director, Grants Admin/Gov't Relations; Valerie Steele, Director

Transit/Airport

DATE: 10/27/22

SUBJECT: NCDOT ROAP Grant Allocation Increase (Transit Svcs)

The NC Department of Transportation has released the updated FY23 Rural Operating Assistance Program (ROAP) allocations which increased Rowan County's overall transit operating funding. On September 19, 2022, the Board of Commissioners approved for Rowan County to make application for the original \$229,579. The overall Rowan County allocation has been increased to \$273,787.

Previous local match required for RGP (10%) was \$9,846, however there is no longer a required local match.

Authorize the County Manager to execute the updated NCDOT Grant Certification Statement.

ATTACHMENTS:

Description	Upload Date	Туре
ROAP Grant Increased Allocation Memo	10/27/2022	Backup Material
ROAP Revised Certified Statement	10/27/2022	Exhibit



ROWAN TRANSIT SYSTEM

2726 Old Concord Road, Salisbury North Carolina 28146

MEMORANDUM

To:

Rowan County Board of Commissioners

CC:

Aaron Church, County Manager

From:

Valerie Steele, Airport & Transit Director

Date:

October 27, 2022

Re:

FY23 ROAP Grant Increased Allocation

The NC Department of Transportation has released the updated FY23 Rural Operating Assistance Program (ROAP) allocations which increased Rowan County's overall transit operating funding. On September 19, 2022, the Board of Commissioners approved for Rowan County to make application for the original \$229,579. The overall Rowan County allocation has been increased to \$273,787.

The RTS Advisory Committee is making the following recommendations:

1. Allocation of \$128,006 in Elderly & Disabled Transportation Program (EDTAP). No local match. The purpose of EDTAP funding is to provide additional transportation for Elderly & Disabled. The funds cannot replace existing funding for transportation.

The RTS Advisory Committee recommends the following sub-allocations:

Rowan Transit- \$95,906 Trinity Living Center- \$19,300 Therapeutic Recreation- \$12,800

- 2. Allocation of \$105,767 in Rural General Public (RGP). No longer requires 10% Local Match These funds must be used to provide general public transportation for rural county residents who travel to any public destination. RGP is used for our RITA service. Passengers are picked up at their home for life sustaining trips to doctors, pharmacies, grocery shopping, public agency appointments, and dialysis. Public passengers under 60 years of age pay a \$2.00 fare that helps pay the program match. The balance of matching funds from the county is in the approved RTS Operating Budget.
- 3. Allocation of \$40,014 in Employment Transportation. 100% grant funding
 These funds are used for the general public to travel to work and/or other employment related
 destinations. Under new program guidelines only trip-based services are considered an eligible
 expense.



☐ Authorize the County Manager to execute the updated NCDOT Grant Certification Statement.

CERTIFIED STATEMENT

FY2023

RURAL OPERATING ASSISTANCE PROGRAM

County of County of Rowan

WHEREAS, the state-funded, formula-based Rural Operating Assistance Program (ROAP) administered by the North Carolina Department of Transportation, Integrated Mobility Division provides funding for the operating cost of passenger trips for counties within the state;

WHEREAS, the county uses the most recent transportation plans (i.e., CCP, CTIP, LCP) available and other public involvement strategies to learn about the transportation needs of agencies and individuals in the county before determining the sub-allocation of these ROAP funds;

WHEREAS, the county government or regional public transportation authorities created pursuant to Article 25 or Article 26 of Chapter 160A of the General Statutes (upon written agreement with the municipalities or counties served) are the only eligible recipients of Rural Operating Assistance Program funds which are allocated to the counties based on a formula as described in the Program Guidelines included in the ROAP State Management Plan. NCDOT will disburse the ROAP funds only to counties and eligible transportation authorities and not to any sub-recipients selected by the county;

WHEREAS, the county finance officer will be considered the county official accountable for the administration of the Rural Operating Assistance Program in the county, unless otherwise designated by the Board of County Commissioners;

WHEREAS, the passenger trips provided with ROAP funds must be accessible to individuals with disabilities and be provided without discrimination on the basis of national origin, creed, age, race, or gender (FTA C 4702.1B, FTA C 4704.1A, Americans with Disabilities Act 1990); and

WHEREAS, the period of performance for these funds will be July 1, 2022 to June 30, 2023 regardless of the date on which ROAP funds are disbursed to the county.

NOW, THEREFORE, by signing below, the duly authorized representatives of the County of Rowan. North Carolina certify that the following statements are true and accurate:

- The county employed a documented methodology for sub-allocating ROAP funds that involved the
 participation of eligible agencies and citizens. Outreach efforts to include the participation of the
 elderly and individuals with disabilities, persons with limited English proficiency, minorities and lowincome persons in the county's sub-allocation decision have been documented.
- The county will advise any sub-recipients about the source of the ROAP funds, specific program requirements and restrictions, eligible program expenses and reporting requirements. The county will be responsible for invoicing any sub-recipients for unexpended ROAP funds as needed.
- The county will monitor ROAP funded services routinely to verify that ROAP funds are being spent on allowable activities and that the eligibility of service recipients is being properly documented. The county will maintain records of trips for at least five years that prove that an eligible citizen was provided an eligible transportation service on the billed date, by whatever conveyance at the specified cost.
- The county will be responsible for monitoring the safety, quality, and cost of ROAP funded services
 and assures that any procurements by subrecipients for contracted services will follow state and
 federal guidelines.
- The county will conduct regular evaluations of ROAP funded passenger trips provided throughout the period of performance.

- The county will only use the ROAP funds to provide trips when other funding sources are not
 available for the same purpose or the other funding sources for the same purpose have been
 completely exhausted.
- The county assures that the required matching funds for the FY2023 ROAP can be generated from fares and/or provided from local funds.
- The county will notify the Regional Grant Specialist assigned to the county if any ROAP funded services are discontinued before the end of the period of performance due to the lack of funding. No additional ROAP funds will be available.
- The county will provide an accounting of trips and expenditures in monthly reports to NCDOT Integrated Mobility Division or its designee. Back-up documentation is required to support the monthly reports, failure to provide documentation will affect future disbursements. The June report will be considered the annual report.
- Any interest earned on the ROAP funds will be expended for eligible program uses as specified in the ROAP application. The County will include ROAP funds received and expended in its annual independent audit on the schedule of federal and state financial assistance. Funds passed through to other agencies will be identified as such.
- The county is applying for the following amount of FY2023 Rural Operating Assistance Program funds:

State-Funded Rural Operating Assistance Program	Allocated	Requested
Elderly and Disabled Transportation Assistance Program (EDTAP)	\$128,006	\$128,006
Employment Transportation Assistance Program (EMPL)	\$ 40,014	\$ 40,014
Rural General Public Program (RGP)	\$105,767	\$105,767
TOTAL	\$273,787	\$273,787

WITNESS my hand and county seal, this	day of, <u>20</u>
Signature of County Manager/Administrator	Signature of County Finance Officer
Aaron Church, County Manager	Anna Bumgarner, Director of Finance
Printed Name of County Manager/Administrator	Printed Name of County Finance Officer
State of North Carolina County of Rowan	County Seal Here

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 & Chief Allen Cress; EMS Director

DATE: 11/7/2022

SUBJECT: Ambulance Remount

Ambulance Sales; not to exceed \$104,150.00.

Rowan County Received proposals to remount a Ford E-450 Type III ambulance to a new cutaway chassis. Two bid responses were received. After careful evaluation, The County would like to award the bid to Elite

Based on the award criteria, The County we will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. The emphasis is on the time aspect of this statement. The lowest bid (Southeastern) is lower by \$3,539.21, but the delivery date is 90-120 days after receipt of a chassis. The second bid (Elite) has a chassis on site and has quoted 120 days from receipt of order.

The second item that leads to our request; Elite, which is the higher bidder offered a longer warranty period. 4 Years (48,000 miles) from Elite vs. 1 Year (unlimited mileage) from Southeastern. Per Chief Cress we average 30,441 a year, offering a slightly longer warranty period.

Attached are the bid tab, bid from Elite and the contract.

Board of Commissioners to approve the attached budget amendment and award the bid to Elite Ambulance Sales and authorize the County Manager to approve the contract with Elite in the amount of \$104,150.00.

ATTACHMENTS:

Description	Upload Date	Type
Elite Bid	10/27/2022	Cover Memo
Bid Tab	10/27/2022	Cover Memo
Elite Contract	10/28/2022	Cover Memo
Budget Amendment	11/1/2022	Cover Memo



October 26, 2022

Ms. Jody Farrow-Bennett, Purchasing Director Rowan County Purchasing Department 130 West Innes Street, Suite 31 Salisbury, NC 28144

RE: ITB 2023-005a AMBULANCE REMOUNT

Dear Ms. Farrow-Bennett,

Thank you for the opportunity to provide you this proposal to remount a Ford E-450 Type III ambulance to a new Ford E-450 cutaway chassis. Attached, please find your published bid document, bid response form and our scope of work.

Delivery of the completed project is estimated to be 120 days from receipt of order by the County.

If this proposal meets your approval, we welcome the opportunity to discuss working with you on this project. As always, feel free to contact me should you have any questions.

Sincerely.

Rick Chiavichien, Account Manager

M: (252) 341-4220

E: rchiavichien@gmail.com



INVITATION TO BID

FOR

ROWAN COUNTY AMBULANCE REMOUNT SPECIFICATION

2023-005a

ROWAN COUNTY

130 West Innes Street Salisbury, NC 28144

704-216-8174

jody.farrow-bennett@rowancountync.gov

Date Issued: Tuesday, October 18, 2022

Date Due: Wednesday, October 26 at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director

NOTICE TO BIDDERS ROWAN COUNTY EMERGENCY SERVICES FOR Ambulance Remount

Rowan County plans to remount (1) existing type III ambulance currently mounted on a Ford E450 for Emergency Services (ES). The current existing module to be remounted is on a 2017 Ford E450 158 inch chassis.

The existing chassis is available for review

Bidders for this ITB will be accepted until <u>Wednesday</u>, October 26, 2022 at 3:00 pm ET at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director at:

Rowan County Purchasing Department Attn: Purchasing Department 130 West Innes Street, Suite 31 Salisbury, NC 28144 704-216-8174

jody.farrow-bennett@rowancountync.gov

Submission of any bid signifies the Bidder's agreement that their bid and the content thereof, are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between Rowan County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

Insurance requirements are listed in the document and will be required only from the awarded vendor before entering into contract with Rowan County.

Once the ITB is public all questions related to the ITB shall be directed to the Purchasing Department. Any contact related to the ITB with County Staff and/or Board of Commissioners will be prohibited and cause for rejection.

Rowan County reserves the right to award and/or reject any and/or all bids and waive any technicalities or irregularities. For complete details, consult the bid package.

This is the 18th day of October 2022.

Rowan County

By: Jody Farrow-Bennett Rowan County Director of Purchasing and Contract Administration

Invitation to Bid

The purpose and intent of this Invitation to Bid (ITB) is to remount an ambulance module to a new chassis. The following documents make up this ITB:

a. This Document

b. Bid Response Form

Important Dates

Issue Date:

Tuesday, October 18, 2022

Deadline for written questions:

Thursday, October 20, at 5:00 PM ET

Deadline for Submitting Bids:

Wednesday, October 26, 2022 at 3:00 PM ET

Submission of Bids

Bids must be presented on the **Bid Response Form** attached to the ITB can be mailed or delivered to:

Jody Farrow-Bennett, Purchasing Director Rowan County Purchasing Department 130 West Innes Street, Suite 31 Salisbury, NC 28144

The package shall be plainly marked "ITB 2023-005a AMBULANCE REMOUNT".

Bidders must submit one sealed original of their bids. No responsibility shall be attached to Rowan County (the County) for the premature opening of any bid not properly addressed or identified.

Sealed Bids are due on **Wednesday, October 26, 2022 at 3:00 pm EST** by mail to J. Newton Cohen, Sr. Administration Building at 130 West Innes Street, Suite 31, Salisbury, North Carolina, 28144. Failure to submit a Bid by this deadline will disqualify the respondent from consideration in this purchase.

Request for Clarification

The vehicle is available for inspection during this bid period. Please call 704.216.8178 for more information.

The County will not be bound by or be responsible for any interpretations or conclusions drawn from this ITB. All questions or requests for clarification or additional information must be submitted in writing no later than 5:00 pm on Thursday, October 20, 2022. These written questions or requests must be submitted to Jody Farrow-Bennett, Purchasing Director, by mail or e-mail. Any questions the County feels are pertinent to all interested bidders will be delivered to all participating bidders as addenda to this ITB. All addenda will be posted on the County website https://www.rowancountync.gov/675/Purchasing and it is the responsibility of the Bidder to check for any addenda. All addenda will be posted by 5pm Friday, October 21, 2022.

In addition, the County assumes no responsibility for conclusions or interpretations derived from technical and background information presented in this ITB, or otherwise distributed or made available during this procurement process. The County will not be bound by or be responsible for any explanation, interpretation, or conclusions of this ITB or any documents provided by the County, other than those given in writing by the County, through the issuance of addenda. It is the full responsibility of the Bidder to thoroughly investigate the needs/requirements of the County not necessarily assumed in this ITB.

Signed Bids Considered an Offer

Receipt of a signed Bid shall be considered an offer on the part of the Bidder. The terms, conditions, and specifications of this ITB will become part of the contract if the Bid shall be deemed approved and accepted by the County. In the event of a default on the part of the Bidder after acceptance by the County, the County may take such action as it deems appropriate, including legal action for damages or specific performance.

Timeline to Execute Contract

The County understands the current national issues with vehicle production and is willing to work with the awarded Bidder, within reason, on the delivery of vehicles.

Availability of Funds

The purchase will be awarded and deemed binding only to the extent of appropriated funds for the purpose set forth in this ITB.

Non-Discrimination

The Bidder shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin, or disability.

Insurance Coverage

The Bidder shall not commence work under this contract until all insurance required under this section has been obtained. The Bidder shall not allow any subcontractor to commence on work that has been subcontracted until similar insurance has been obtained by the subcontractor. Also, the Bidder agrees that once awarded and during the term of this contract, the Bidder, at their sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Bidder shall provide and maintain the following coverage and limits:

Worker's Compensation

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. Workers' Compensation in the minimum amount of \$500,000 employer's liability. A Certificate of Insurance shall be issued confirming the above coverage. The Certificate must include a clause obligating the Insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

Comprehensive General Liability

The Contractor shall maintain Comprehensive General Liability coverage in amounts not less than \$500,000 per occurrence / \$1,000,000 aggregate. This Certificate must also include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance and name the County as an additional insured.

This coverage must include:

- Blanket contractual coverage for the liability assumed by the Contractor under the indemnity provision of the contract involved. Such Certificate must specifically state that the contractor is insured, and it must be signed by the insurance company, not the agent or broker.
- 2. Contractor's protective coverage for his subcontractors.

Comprehensive Automobile Liability

The Contractor shall maintain Comprehensive 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. A Certificate of Insurance shall be issued confirming this coverage. The Certificate must include a clause obligating the insurer to give thirty (30) days prior notice in the event of cancellation of or major change in the insurance.

Any exceptions must be agreed upon by the County.

Delivery

The awarded vendor shall delivery vehicles FOB destination to Rowan County Facilities Department at 425 Airport Road, Salisbury, NC 28147 and notify purchasing of delivery by email to Jody Farrow-Bennet at jody.farrowbennett@rowancountync.gov.

Collusive Bidding

The Bidder's signature on the Bid Form is a guarantee the prices quoted have been arrived at without collusion with other eligible Bidder(s) and without effort to preclude the County from obtaining the lowest possible competitive price.

General Indemnity

The Bidder shall save and hold harmless, protect, defend and indemnify the County (including the County Manager, the Board of Commissioners, as well as Rowan County officers, agents and employees) from and against any demand, claim, suit, loss, expense or damage which may be asserted against any of them in their official or individual capacities by reason of any alleged damage to property, or injury to, or death of, any person arising out of, or in any way related to, any action or inaction of the Bidder (including its officers, agents and employees) in the performance or intended performance of this contract, or the maintenance of any facility, or the operation of any program, which is the subject of, or is related to, the performance of this contract. The obligations of the Bidder pursuant to this paragraph shall not be limited in any way by any limitation in the amount or type of proceeds, damages, compensation or benefits payable under any policy of insurance or self-insurance maintained by, or for the use and benefit of, the Bidder. As an integral part of this contract, the Bidder agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amount required in the general liability insurance requirements and to furnish proper evidence thereof with the County named as an additional insured.

Assignment

The successful Bidder shall be the prime Bidder and shall be solely responsible for all contractual performance. The Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its agreements with the County, or its rights, title or interests herein, or its power to execute such agreement, to any other person, company or corporation without the previous written consent and approval of the County.

Conflict of Interest

All Bidders must disclose in writing with their Bid the name of any owner, officer, director, or agent who is also an employee of the County. All Bidders must also disclose in writing with their bid the name of any employee of the County who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or subsidiaries. By submitting a bid, the Bidder certifies that there is no relationship between the Bidder and any person or entity which is, or gives the appearance of, a conflict of interest related to this ITB or project.

Errors and Omissions

The Bidder shall not take advantage of any errors or omissions in this ITB and shall promptly notify the County of

Rowan County

Date Due: Wednesday, October 26, 2022 at 3:00

any omissions or errors found in this document.

Award Criteria

The County will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract.

Pricing

Submission of any bid signifies the Bidder's agreement that its bid and the contents thereof are valid for ninety (90) calendar days following the submission deadline and will become part of the contract that is negotiated between the County and the successful Bidder. All prices submitted with the bid shall remain in effect for the ninety (90) day period.

SPECIFICATIONS	COMMENTS or ALTERNATIVES
Basic Remount of and Cutaway Van Ambulance (type III)	Provided
2022 or newer, Van Cutaway Chassis, largest Gas Engine available, 158"WB	We will provide a 2022 Ford E-450 cutaway chassis, 7.3L Gas engine, 158"WB, 14,500 lbs GVWR
OEM High Idle Controls	Included
Anti-Theft, Sound Off Signal ETISSO Ignition Security Systems	Included
Back up Camera Monitor- Remove and Transfer for Existing Unit	We will transfer the monitor from the existing cab, wire and install inside the new cab, and test for proper operation.
Floor Cab Console, Custom type III w/2 Cupholders, Large Map Slot and FWD Flat Section for Computer Bracket	We will provide a new cab floor console with the specified options.
Stealth Switch, Cab/Mod Unlock Switch, Cab Grille	We will provide a new stealth unlock switch wired to the cab and module door locks.
Running Boards, Grip Strut, Pair	Provided
Wheel Simulators, Phoenix Stainless	Provided
Heat/AC – Re-use existing system	Included
Rear Bumper, Complete	A new complete rear bumper system will be provided including center flip step, steel supports, and diamond plate pontoon covers.
Black Undercoating, Rear Bumper Supports	Provided

SPECIFICATIONS Cont.	COMMENTS or ALTERNATIVES Cont.			
Non-Emergency Lights – reuse Existing Lights	Existing non-emergency lights will be tested for proper function and operation. Any lights found to be damaged or defective will be replaced as needed.			
Lights, Whelen 700 S-LED, red, Clear lens- front Fenders	Provided			
Flanges, Whelen 700 Chrome	Included			
Lights Whelen TIR6 500 LED, Red/Clear – Front Grille	Provided			
Speakers, Federal Signal, 100 Watts, In Bumper	Provided			
Module Interior - Clean & Inspect	Included			
Graphics, Cab & Right Front Module Area	Provided			
Minor Body Work, Paint & Repair, RF Compartment Door	Included. Any additional damage will be discussed and repaired as appropriate.			
Grille Guard and Replacement reinforced Bumper which meets or exceeds Manufacturer Specifications (Bull Bars will not be accepted)	Will be provided. Once work begins, we'll need additional details such as color, finish, design, etc.			
Stryker Power-PRO XT 6506 cot system -transfer from existing module, tested in working order prior to delivery	Included			
All freight cost must be reflected including transport of existing unit, return of existing chassis and any freight costs for the new completed unit.	All freight to move the existing unit to the remount facility, return of the dismounted chassis, and delivery of the newly remounted ambulance is included in this proposal.			
Estimated Build Time from award of Bid	120 days or sooner			

Bidder Information Sheet

1.	COMPANY NAME _ Elite Manufacturing, LLC dba Elite Ambulance Sales					
2.	OWNER OF COMPANY Nathan Shortridge					
3.	COMPANY ADDRESS 608 W. Main Street, Jefferson, NC 28640					
4.	NUMBER OF YEARS IN BUSINESS					
5.	NUMBER OF PERSONS EMPLOYED ON REGULAR BASIS 14					
6.	FEDERAL TAX ID NUMBER 88-3667422					
7.	WHO WILL BE THE COUNTY'S CONTACT PERSON IN THE EVENT YOUR FIRM IS					
	AWARED THE CONTRACT? Rick Chiavichien					
	TELEPHONE (252) 341-4220					
	EMAIL rchiavichien@gmail.com					

Rowan County

Date Due: Wednesday, October 26, 2022 at 3:00

Bid Response Form

The undersigned proposes and agrees that if this bid is accepted to contract with Rowan County, North Carolina for the furnishing of all equipment and labor necessary to complete the scope of work described in the Request for Bids documents in full and complete accordance with specifications and contract documents, and to the full and entire satisfaction of Rowan County, North Carolina for the prices provided below. Pursuant to the provisions of NC G.S. 143-54 under penalty of perjury, the signer of the bid certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or North Carolina antitrust laws.

The following addenda are acknowledged:	dated
	dated
Respectfully submitted this day of SIGNED: Bull lund	f2022.
NAME: Rick Chiavichien	
TITLE: Account Manager	
Warranty on work: Chassis: 3 Yrs/36,000 Miles; Conversion	4 Yrs/48,000 Miles
Days to complete: 120 Days	
Total Cost: \$104,150.00	Per Unit
Estimated Delivery Date: March 15,2023	If ordered by: November 15, 2022

Attach additional sheets explaining any comments/ exceptions from the specifications listed if needed.

The above estimated delivery date is based on the work being specified in this document. Any additional damage or findings during the remount process will be discussed with the County prior to commencement of work or repairs.

Said ambulance and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failure to obtain chassis, materials, or other causes beyond our control not preventing, within about 120 days from receipt of chassis and acceptance thereof by Elite Manufacturing.



608 W. Main Street, Jefferson, NC 28640 Info@EliteAmbulanceSales.com

Quotation

DATE 10/26/2022 Quotation # 6714C **Customer ID** 2023-005a

Quotation For:

Jody Farrow-Bennett, Purchasing Director Rowan County 130 West Innes Street, Suite 31 Salisbury, NC 28144

Phone: (704) 216-8174

Quotation valid until:

11/26/2022

Prepared by:

Rick Chiavichien

(252) 341-4220

rchiavichien@gmail.com

Comments or Special Instructions: Rowan County Ambulance Remount Specification #2023-005a

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Rick Chiavichien			Best Way	Destination	Due on receipt

QUANTITY	ITEM NUMBER / DESCRIPTION	UI	NIT PRICE	TAX	AMOUNT
1	2022 Ford E-450 XL, Cutaway, Gas Engine, 158"WB	\$	47,170.00		\$ 47,170.00
1	Base Remount, Type III E-450	\$	45,140.00		\$ 45,140.00
1	High Idle Controls, OEM	\$	-		\$ -
1	Anti-Theft, SoundOff Signal ETISSO Ignition Security Systems	\$	480.00		\$ 480.00
1	Back-Up Camera Monitor - Remove & Transfer from existing unit	\$	-		\$ -
1	Floor Cab Console, Custom Type III E450 w/2 Cupholders, Large Map Slot, and Fwd Flat Section for Computer Bracket				\$ 853.00
1	Stealth Switch, Cab/Mod Unlock Switch, Cab Grille	\$	183.00		\$ 183.00
1	Running Boards, Grip Strut, E450, Pair	\$	638.00		\$ 638.00
1	Wheel Simulators, Phoenix Stainless Steel, E350/450	\$	466.00		\$ 466.00
1	Heat/AC - Re-Use existing system	\$	-		\$ -
1	Rear Bumper, Complete	\$	925.00		\$ 925.00
1	Black Undercoating, Rear Bumper Supports	\$	195.00		\$ 195.00
1	Non-Emergency Lights - Re-Use Existing Lights	\$	-		\$ -
2	Lights, Whelen 700 S-LED, Red, Clear Lens - Front Fenders	\$	221.00		\$ 442.00
2	Flanges, Whelen 700 Chrome	\$	34.00		\$ 68.00
4	Lights Whelen TIR6 500 LED, Red/Clear - Front Gille	\$	215.00		\$ 860.00
			SUBT	OTAL	\$ 97,420.00

Page 1 of 2 Continued on Next Page EST. TAX RATE

SALES TAX

SUB-TOTAL THIS PAGE ONLY \$

97,420.00

7.00%



608 W. Main Street, Jefferson, NC 28640 Info@EliteAmbulanceSales.com

Quotation

DATE 10/26/2022 Quotation # 6714C **Customer ID** 2023-005a

Quotation For:

SALESPERSON

Jody Farrow-Bennett, Purchasing Director Rowan County 130 West Innes Street, Suite 31 Salisbury, NC 28144 Phone: (704) 216-8174

P.O. NUMBER

Page 2 of 2

Quotation valid until:

SHIP VIA

11/26/2022

Prepared by:

F.O.B. POINT

Rick Chiavichien

(252) 341-4220

TERMS

rchiavichien@gmail.com

Comments or Special Instructions: Rowan County Ambulance Remount Specification #2023-005a

SHIP DATE

Rick C	hiavichien		Best Wa	ıy	Destinat	ion	Due on receipt
QUANTITY	П	EM NUMBER / DESCRIPTION	UNIT PI	RICE	TAX		AMOUNT
4	Flanges, Whelen 50	\$	39.00		\$	156.00	
2	Speakers, Federal	\$	432.00		\$	864.00	
1	Graphics, Cab & Ri	ght Front Module Area	\$	775.00		\$	775.00
1	Minor Body Work, F	Paint & Repair, RF Compartment Door	\$	450.00		\$	450.00
1	Grille Guard, Full Fr	ont, Ford E-450	\$ 2	,500.00		\$	2,500.00
1	Interior Electrical, C	lean & Inspect	\$	-		\$	-
1	Module Interior - Clean & Inspect		\$	-		\$	-
	Loose Medical Equ	ipment - Not Included					
1	Install Kit - Misc. install connectors, etc.	stalltion supplies - loom, wires, hardware,	\$	185.00		\$	185.00
2	Freight Estimate via Commercial Hauler (subject to change based on fuel prices) - To remount facility & return of old chassis.		\$	650.00		\$	1,300.00
1		a contract driver to Rowan County Facilities Airport Road, Salisbury, NC 28147	\$	500.00		\$	500.00
	Build Time Approx.	120 days from receipt of order.					
	Note: Quote does r	ot include a new Stryker Power-LOAD or					
	Stryker Power-Pi	RO XT 6506 cot sytem.					
				SUBT	TOTAL	\$	6,730.00

7.00% EST. TAX RATE Sales Tax will be applied on final invoice. \$ SALES TAX SUB-TOTAL THIS PAGE ONLY 6,730.00 PROJECT TOTAL 104,150.00

ITB 2023-005a Ambulance Remount

10/26/2022 15:00

Vendor	Total Cost	Contingency
Elite Ambulance Sales	\$104,150.00	No Contingency
Southeastern Speciality Vehicles	\$100,610.79	No Contingency

Bid Opening Attendees

Allen Cress- RoCo ES Jody Farrow-Bennett - RoCo Bryan Edwards - RoCo ES

I hereby certify that this is a true tabulation of the bids received.

10/26/2022

Jody Farrow-Bennett, Purchasing Director

Total Cost w/ Contingency	Delivery	Warranty
	120 days after receipt of order.	4yrs. 48,000 Miles
	90 -120 days after receipt of chassis.	12 Months

XL	
XLT	
	-
	⊣′``

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and ___Elite Ambulance Sales__ ("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. <u>Services To Be Performed.</u> 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. <u>Term.</u> 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. <u>Non-waiver</u>. 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. <u>Independent Contractor.</u> 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. <u>Insurance</u>. 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. <u>Indemnity.</u> 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. <u>Termination.</u> 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. <u>Entire Agreement.</u> 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. <u>Governing Law and Forum for Disputes.</u> 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. <u>Severance Clause.</u> 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. <u>Compliance With Laws.</u> 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. <u>Records.</u> 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. <u>Repair of Damages.</u> 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. <u>Titles and Headings.</u> 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. <u>Non-Assignment</u>. 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. <u>Notices.</u> 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. <u>Number and gender.</u> This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.
- 19. <u>Exhibit A.</u> 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	THE PROVIDER
BY:	BY:
Name: Aaron Church	Name:
Title: County Manager	Title:

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

To provide the remounting of a Rowan County owned Ford E-450 Type III ambulance to a new Ford E-450 cutaway Chassis according to the specification provided in ITB #2023-005a attached to this contract.

B. Term of the Agreement.

The estimated time to complete the work is 120 days from the receipt of order. If work is not completed within specified and agreed upon time, provider will pay \$150 per day in liquidated damages. Provider will provide a 3-year/36,000-mile warranty on the chassis & a 4-year/48,000-mile warranty on work performed.

C. <u>Payment to the Provider.</u>

Total cost \$104,150.00.

- D. <u>E-Verify.</u> 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. <u>Insurance.</u> 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.

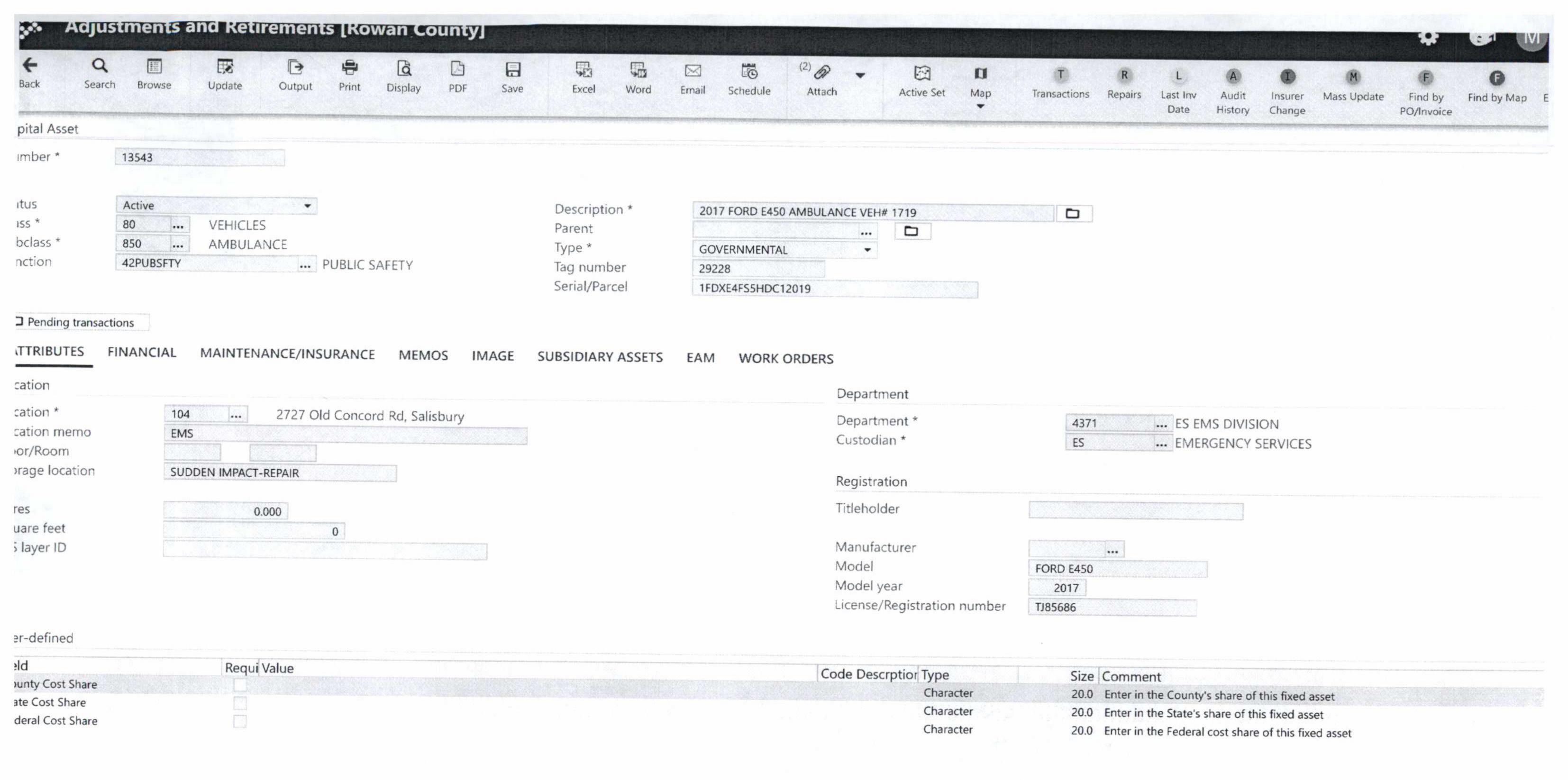
E. Contact Information.

THE COUNTY	THE PROVIDER
AARON CHURCH, COUNTY MANAGER 130 West Innes Street Salisbury, NC 28144 Telephone: 704-216-8180	
These Contract Specifications are effective on agreed to by:	the date signed and hereby acknowledged and
THE COUNTY	THE PROVIDER
BY:	BY:
Name: Aaron Church	Name:
Title: County Manager	Title:
Date:	
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
(Signature of County Finance Officer)	

ROWAN COUNTY

	DEP	ARTMENTAL REQUEST FOR BUDGET A	ACTION	
TO: BOC				
FROM: Finance				
EXPLANATION IN DETAIL:	To inc	rease budget for insurance procee	eds and repair on wrecked amb	ulance
			Prepared by: Date:	Teresa Sharpless
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Insurance Settlement Claims	R	1144371-454010	104,150	
C/A - Vehicles	E	1154371-575035	104,150	
		All Control of the Co		
			- Taj - 1,500	

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved:	Approved:	Budget Revision # 05 - 018
Disapproved:	Disapproved:	Date Posted:
Amended:	Amended:	Group Number:
Date:	Date:	Posted by:
Signature:	Signature:	Approved by:



1154371-575035

Sharpless, Teresa F.

From:

Bumgarner, Anna R

Sent:

Sunday, October 30, 2022 7:56 PM

To:

Sharpless, Teresa F.

Cc:

Bevis, Lisa F

Subject:

FW: Bid Concern for # 2023-005a - Ambulance Remount

Lets discuss this tomorrow. The bid award it going to the BOC and will need a BA.



Anna Bumgarner | Finance Director

Rowan County Finance

130 W. Innes Street, Salisbury, NC 28144

[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166

www.rowancountync.gov/675/Purchasing https://www.rowancountync.gov/260/Finance

From: Cress, Allen < Allen. Cress@rowancountync.gov>

Sent: Friday, October 28, 2022 5:29 PM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>; Brown, TJ < TJ. Brown@rowancountync.gov>

Subject: Re: Bid Concern for # 2023-005a - Ambulance Remount

The last I heard and this was in the original meeting, we, me, you and Aaron said something about the Risk Management fund? Part of this 53K(?) was from the insurance money for the totaling of the ambulance and the rest was coming from that fund. I haven't heard any different since then.

From: "Bumgarner, Anna R" < Anna. Bumgarner@rowancountync.gov>

Date: Friday, October 28, 2022 at 4:12 PM

To: Allen Cress < Allen. Cress@rowancountync.gov >, TJ Brown < TJ. Brown@rowancountync.gov >

Subject: FW: Bid Concern for # 2023-005a - Ambulance Remount

Do you have funds to cover this cost? If a BA is needed that the BOC needs to approve I would like to take it at the same time.



Anna Bumgarner | Finance Director

Rowan County Finance

130 W. Innes Street, Salisbury, NC 28144

[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166

Be an original: www.rowancountync.gov/675/Purchasing

https://www.rowancountync.gov/260/Finance

From: Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov>

Sent: Friday, October 28, 2022 3:53 PM

To: Bumgarner, Anna R < Anna.Bumgarner@rowancountync.gov > Subject: RE: Bid Concern for # 2023-005a - Ambulance Remount



Jody Farrow-Bennett Rowan County Purchasing Department [p] 704-216-8178 [c] 980-234-1003

Be an original."

From: Farrow-Bennett, Jody M

Sent: Friday, October 28, 2022 3:11 PM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov> Subject: RE: Bid Concern for # 2023-005a - Ambulance Remount

Did you read the Memo to BOC I had attached? Do I need to mention anything about legal looking at this an giving us the OK to move forward with the bidder.

Thank you,



Jody Farrow-Bennett **Rowan County Purchasing Department** [p] 704-216-8178

[c] 980-234-1003

From: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Sent: Friday, October 28, 2022 11:41 AM

To: Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov>

Subject: RE: Bid Concern for # 2023-005a - Ambulance Remount

Yes I think that will work.



Anna Bumgarner | Finance Director

Rowan County Finance

130 W. Innes Street, Salisbury, NC 28144

[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166

www.rowancountync.gov/675/Purchasing

https://www.rowancountync.gov/260/Finance

From: Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov>

Sent: Friday, October 28, 2022 10:53 AM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov> Subject: FW: Bid Concern for # 2023-005a - Ambulance Remount

I found this one for the tennis courts. Could we do something like this? Or should I look under a different example.

EXHIBIT A

CONTRACT SPECIFICATIC

- A. Services To Be Performed By The Provider.

 To provide tennis court reconstruction at Ellis Park acc in ITB #2023-002a attached to this contract.
- B. Term of the Agreement.

 The estimated time to complete the work is 90 days f work is not completed within specified and agreed upoday in liquidated damages. Provider will provide a 1 years.
- C. Payment to the Provider.

 Total cost \$181,575.

 Contract includes 10% contingency of \$18,157.50

Thank you,



Jody Farrow-Bennett

Rowan County Purchasing Department

[p] 704-216-8178

[c] 980-234-1003

From: Farrow-Bennett, Jody M

Sent: Thursday, October 27, 2022 2:06 PM

To: Bumgarner, Anna R < Anna.Bumgarner@rowancountync.gov > Subject: RE: Bid Concern for # 2023-005a - Ambulance Remount

Would this not fall under a service as well and would need a contract. We are purchasing a chassis, yes. But they are installing our old body to that chassis. So therefor I would need a contract?

Thank you,



Jody Farrow-Bennett

Rowan County Purchasing Department

[p] 704-216-8178

[c] 980-234-1003

From: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Sent: Thursday, October 27, 2022 8:58 AM

To: Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov>

Subject: RE: Bid Concern for # 2023-005a - Ambulance Remount

Yes just double check on the average mileage. This would help with the justification of moving forward with them.

ROWAN COUTY

NORTH CAROLINA

Be an original:

Anna Bumgarner | Finance Director

Rowan County Finance

130 W. Innes Street, Salisbury, NC 28144

[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166

www.rowancountync.gov/675/Purchasing https://www.rowancountync.gov/260/Finance

From: Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov>

Sent: Thursday, October 27, 2022 7:14 AM

To: Bumgarner, Anna R < Anna.Bumgarner@rowancountync.gov > Subject: FW: Bid Concern for # 2023-005a - Ambulance Remount

Good Morning,

I did ask Allen about the mileage during the meeting, and it seemed like we would not get to 48,000 miles within a year. But specifications were not said. I will ask him to verify, but with the availability of the chassis we should move with Elite.

Thank you,



Jody Farrow-Bennett

Rowan County Purchasing Department

[p] 704-216-8178

[c] 980-234-1003

From: Dees, Jay < <u>Jay.Dees@rowancountync.gov</u>>
Sent: Wednesday, October 26, 2022 8:28 PM

To: Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov>

Subject: Re: Bid Concern for # 2023-005a - Ambulance Remount

Jody,

One quick question regarding the bid comparisons, specifically the warranty. While the Elite warranty is 4 years, what's the average annual mileage we anticipate for the unit? 48,000 miles May only be 2 years and not four is we know typical annual mileage amounts.

You are correct that we do not have to take the lowest bid, but rather the best bid based on all bid specs and delivery aspects like timeline for delivery, warranty (responsiveness), and general reputation in the industry (responsible bidder).

With bids that close, the faster we can have a vehicle in service the better we are, and the better the warranty the better we are. I think the guaranty of the chassis being on site is a huge factor in addition to its impact on delivery schedule. We could be waiting for half a year for a chassis and then 120 days from Southeastern. We just don't know, so the uncertainty of delivery schedule is a big negative factor. I would frame that bid consideration as "certainty of delivery" and "certainty of schedule of delivery".

We can deal with a bid protest and I would be comfortable using those two considerations plus the warranty (assuming 48,000 miles gets us past one year), as well as the small difference in bid amount as valid reasons why we take the higher of the two.

Jay

Sent from my iPhone

On Oct 26, 2022, at 5:22 PM, Farrow-Bennett, Jody M < Jody.Farrow-Bennett@rowancountync.gov > wrote:

Good Afternoon, Jay,

We had a bid opening today; it was a re-bid as we received no bids the first time around. During this opening we received two bids, I attached the bid tab to show results along with the bids so you can see the details I will be going over below.

Based on the award criteria for The County we will award based on the lowest responsible, responsive bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. The emphasis is on the time aspect of this statement. The lowest bid (Southeastern) is lower by \$3,539.21, but the delivery date is 90-120 days after receipt of a chassis. The other bid (Elite) has a chassis on site and has quoted 120 days or sooner on P.8 of their signed bid document, and 120 days from receipt of order on the second page of their actual quote (last page of the bid document). There is a second item that leads to our request as well. As this is our first chassis conversion, we want to make sure we are covered with a warranty on that conversion. Elite, which is the higher bidder offered a longer warranty period. 1 Year (unlimited mileage) from Southeastern vs. 4 Years (48,000 miles) from Elite. Please see the attached bid documentation.

Our Policy states on page 15 section B. Written Protest Procedures:

Rowan County shall have written protest procedures to handle and resolve disputes relating to their procurements and shall in all instances disclose information regarding the protest. All protest decisions must be in writing. A protester must exhaust all administrative remedies with Rowan County before pursuing further legal action.

- 1. Authority The Board of Commissioners has final authority to resolve protest, disputes, and complaints arising from the solicitation, award, or performance of a contract.
- Protest of Requirements Prior to Award The solicitation document shall provide potential bidders with the opportunity to take exception to specifications and/or requirements. Protests of requirements received after the time identified in the solicitation document shall be considered untimely and shall be rejected.
- 3. Protest of Award If, prior to award of contract, a protest is received in writing and filed on the grounds that the award is not in conformance with the provisions of the solicitation document, the contract or award shall not be awarded until the protest has been withdrawn or a decision has been

reached by the County. Complaints lodged by a bidder prior to award may be resolved informally. However, in the event that the matter is not resolved, bidders shall be advised of the timeframe for submitting a full and complete formal statement of the grounds for the protest within the timeframes specified in the solicitation document.

- 4. Decisions The County Manager shall review the merits and timeliness of the protest and ensure that a decision in writing is submitted within a reasonable period of time following receipt of the protest. The County shall issue a decision in writing or otherwise furnish to the bidder the decision in such a manner as to ensure receipt. The decision of the County is final.
- 5. Disputes Subsequent to Award Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, may be included in solicitation documents and contracts, as applicable.

Due to the items mentioned above and the small dollar amount difference between the two bids, we would like to award the contract to Elite. We are asking for your opinion on this matter. Should any legal issue arise, and a protest is issued are we in agreement with our selection and are we protected by our policy? Please advise on how we should move forward.

[cid:image002.png@01D8E95F.7B054EE0]Jody Farrow-Bennett | Director of Purchasing/Contract Administration

Rowan County Purchasing Department 130 W. Innes Street, Salisbury, NC 28144 [p] 704-216-8178 [c] 980-234-1003

<u>Jody.Farrow-Bennett@rowancountync.gov<mailto:Jody.Farrow-Bennett@rowancountync.gov></u>
<u>www.rowancountync.gov<http://www.rowancountync.gov/></u>

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 & Micah Ennis; DSS Director

DATE: 11/7/2022

SUBJECT: Sole-Source Binti

Rowan County Purchasing Policy requires sole-source purchases over \$5,000 be approved

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

Rowan County DSS uses Binti to provide a cloud-based software solution to foster home licensing applications. Original BOC Approval October 18, 2021; Agenda Item 4. Contract was approved with an auto renewal option.

Funding for this project remains an appropriate fit for Adoption Promotion Funds, as the recruitment and licensing of a diverse group of foster families is a key factor in developing adoptive resources for children in foster care who are not able to safely reunify with their birth families. Adoption Promotion Funds are awarded to the county by the state to use for a variety of allowable expenditures including direct provision or purchase by contract of services in areas of Recruitment, Training, Placement Support & Supervision and Legal Services.

This agreement is to provide an annual subscription on this essential equipment. Annual subscription will not exceed \$16,274.00.

Recommendation: Board of Commissioners authorize the DSS Director to approve an annual subscription agreement with Binti; not to exceed \$16,274.00.

ATTACHMENTS:

Description Upload Date Type



Invoice #2020-10500

From	Invoice Summary			
Binti, Inc.	Invoice Number			20-10500
1212 Broadway Suite 200 Oakland, CA 91642		Date	1	1/17/2022
Bill To		Terms		Net 30
Rowan County (NC)	D	ue Date	13	2/17/2022
Micah Ennis North Carolina United States	Amount Du	e (USD)	\$ 1	16,274.00
Description	Quantity		Rate	Amount
Your Approvals/Licensing subscription invoice for the period $11/17/2022$ through $11/16/2023$.	1	16,274.	00000	16,274.00
Amo	unt Due (US	D)	\$	16,274.00

Payment can be made via one of the following ways:

1) Direct deposit or wire transfer to:

SIL VLY BK SJ, 3003 TASMAN DRIVE, SANTA CLARA, CA 95054 ROUTING & TRANSIT #: 121140399

CREDIT ACCOUNT #: 3301075441

FOR CREDIT OF: Binti, Inc ADDRESS: 1212 Broadway Suite 200 Oakland, CA 94612

2) Mail check to:

Binti Inc 1212 Broadway Suite 200 Oakland, CA 94612

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 & Melissa Oleen; Library Services Director

DATE: 11/7/2022

SUBJECT: Sole-Source Library Corp - TLC Cloud

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

Rowan County Library uses The Library Company (TLC); as the library's sole source vendor for all its ILS components including circulation, cataloging, and online public access catalog software and applications. Only TLC provides TLC Cloud Hosting services using Oracle Cloud Infrastructure. Original Sole-Source for The Library Corporation contract was approved on September 6, 2022; Agenda Item C.

Migrating the library's integrated library system to the cloud will significantly reduce onsite equipment, maintenance, and upgrade costs. Library patrons will benefit as software upgrades and performance times will be faster. Rowan County IT has consulted directly with TLC to ensure network and data security meet county standards.

This agreement is to provide and annual hosting service not to exceed \$8,799.00.

Recommendation: Board of Commissioners authorize the Purchasing Director to approve an annual hosting agreement with The Library Corporation - TLC Library Add-Ons; not to exceed \$8,799.00.

ATTACHMENTS:

Description	Upload Date	Type
TLC Quote	10/28/2022	Cover Memo
Original Sole Source	10/28/2022	Cover Memo

Rowan Public Library



Submitted by: The Library Corporation

Research Park Inwood, WV USA 25428

Federal Identification No.: 52-1043428 Toll-Free: 800.325.7759 Fax: 304.229.0295





Solution NEW! TLC•Cloud Services

TLC has teamed up with Oracle to redefine your experience with hosting library services: introducing **TLC-Cloud Services**, an improved hosting platform.

TLC-Cloud Services utilizes Oracle Cloud Infrastructure (OCI) to provide our customers with unmatched control, security, and predictability to deliver high-performance, Cloud-based infrastructure services.

OCI is a deep and broad platform of cloud services that enables TLC to design and build our applications in a scalable, secure, highly available, fault-tolerant, and high-performance environment.

Our current products offering **TLC•Cloud Services** include CARL•**Solution**[™], Library•**Solution**[®], and Library•**Solution**[®] *for Schools*. TLC offers ILS hosting in multiple regions of North America and globally, providing support for regions and countries who prefer or require local data residency.





Fast, Enterprise Performance

Combining the elasticity and utility of commercial cloud with the granular control, security, and predictability of on-premise infrastructure, TLC customers can expect high-performance and low latency when using **TLC-Cloud Services**.

With its industry-leading solid-state storage, Oracle Cloud Infrastructure (OCI) tests better than leading competitors on workload, speed, and performance — accomplishing millions of read and write transactions per second. This next-generation cloud network connects to cloud components with no resource oversubscription, ensuring performance is never compromised.

The Latest Hardware

TLC-Cloud Services provides the newest hardware with annual next-generation upgrades, giving your library the fastest performance. By using **TLC-Cloud Services**, our customers can expect the latest CPUs, GPUs, off-box networking, and NVMe SSD based storage services.

Oracle's highly scalable, flat network design limits the number of network hops between compute and storage to a maximum of two. Combined with no-network or CPU oversubscription, and locally attached NVMe storage, you get a low-latency network with predictable performance and fast cloud storage.

And with TLC managing the firewall and day-to-day server responsibilities, as well as secure daily backups, this eliminates the constant server repairs, upgrades, purchases, and minimizes threats to cyber security.



"This is what they do. That's their business. As good as any library is in its IT department, they're not going to compete with a professional hosting service."

- Matthew Mattson, Los Angeles Public Library



Oracle Cloud versus the Next Leading Competitor



The cloud isn't just about flexibility and ease of deployment; it's also about performance.				
	Competitor IOPS Performance	Oracle Cloud IOPS Performance	Oracle Performance Advantage	
Oracle Database workload using remote block storage	51,261	255,000	5x	
Oracle Database workload using local SSD storage	458,675	1,043,104	2x	
MS SQL	840,731	1,684,869	2x	
4K random write workload	1,439,928	3,232,215	2x	
VDI LC initial login workload	93,485	242,778	2x	
Based on independent benchmarks conducted by StorageReview in March and August 2018.				

AVERAGE UPTIME



Consistent, Reliable Uptime

A major design point of Oracle Cloud Infrastructure (OCI) is its ability to deliver high-level consistency and higher-level performance than competitors. Oracle delivers topnotch design to customers who run performance-sensitive systems and require performance consistency.

Because TLC's Cloud Services strive to provide the target service uptime of 99.95% by building on the high availability and redundancy capabilities of the Oracle Cloud Platform, Oracle Database Backup Service, and Oracle Cloud Infrastructure Object Storage Classic, our clients can be sure they're receiving the utmost reliability in the industry.

This is one of the many reasons TLC utilizes the same Oracle Cloud-based infrastructure for its own internal development environments. TLC has relied on Oracle's RDBMS capabilities and leadership to power its library management and data services products. OCI is the premier platform for managing the Oracle Database, and a logical choice for continuing to power Oracle-based products into the future, which results in an optimized solution for our customers and company.

Outstanding Network and Data Security

In partnership with OCI, **TLC•Cloud Services** provide our customers data-at-rest encryption capability, complementing existing physical data center and application security capabilities. These security defenses include ample encryption, strong access management, and granular resource and network control.



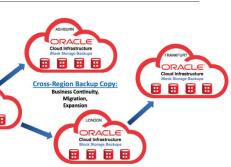
TLC-Cloud Services also provides integrated security services to protect data and control access using security-first design principles. These principles, as employed by OCI, include isolated network virtualization and pristine physical host deployment, which provide superior customer isolation compared to earlier public cloud designs and reduced risk from advanced persistent threats. This means that not only are our customers isolated from one another, but they are also isolated from Oracle and vice versa.

The combination of architecture, technology, and process provides a more secure environment than most on-premises facilities, as well as other public clouds.

247)

Around-the-Clock Disaster Recovery

TLC's Cloud Services includes premium options for geographic service and backup redundancy, to increase customer resilience in the event of a localized disaster. OCI enables TLC to store data, redundantly, across multiple storage servers and multiple availability domains. **TLC-Cloud Services** assumes the responsibility of ensuring and addressing potential issues with data integrity and backup viability.



"The entire concept of having a hosted ILS makes me very happy. I do not enjoy being in the business of the care and feeding of servers."

- Lynn Hoffman, Somerset County



TLC•Cloud Services Quote

Customer ID: 009077 Rowan Public Library



Research Park Inwood, WV 25428 p: 800.325.7759 f: 304.229.0295 FID: 52-1043428

Expiration Date: January 23, 2023

TLC•Cloud Services with Library•Solution, includes:

- Combined elasticity and utility of commercial cloud with the granular control, security, and predictability of on-premise infrastructure to deliver high-performance and cost-effective infrastructure services
- Targeted service uptime of 99.95%
- High-performance and low latency
- Integrated security services to protect data and control access
- Encryption, least-privilege identity and access management, and granular resource and network control
- Zero-trust architecture—tenants are isolated from one another and Oracle
- The latest CPU's, GPU's, off-box networking, and NVMe SSD based storage
- Database configuration and updating

Oracle Cloud Infrastructure (OCI) is a deep and broad platform of cloud services that enables TLC to design and build our applications in a scalable, secure, highly available, fault-tolerant, and high-performance environment.

Customer ID	Hosting Provider	Service Description	Annual Hosting Fee
009077	Oracle Cloud Infrastructure (OCI)	ILS Hosting Services	\$ 8,799
		Total	\$ 8,799

*Library•Solution customers should be on version 5.6.2 or later to utilize hosting with TLC•Cloud Services.

**Convenience fee may apply when using a credit card.







The Library Corporation

Quote Acceptance – By signing below you hereby place your order and agree to the above charges. You may also submit a purchase order in place of signing below.



Signature:	
Name:	
Title:	
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, and Melissa Oleen, Library Director

DATE:

9/6/2022

SUBJECT:

Sole-Source Library Corp

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

This is software and licenses for the Library. Attached is a copy of the contract not to exceed \$34,577 plus tax.

Board of Commissioners to authorize the County Manager to approve a sole-source agreement to The Library Corporation for software and licenses not to exceed \$34,577 plus tax.

ATTACHMENTS:

Description

Upload Date

Type

contract

8/13/2022

Cover Memo

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 & Valerie Steele; Airport Director

DATE: 11/7/2022

SUBJECT: Award Mid-Carolina Regional Airport Landscaping Improvements - Country Boy

Landscaping

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. The County would like to award the bid to Country Boy Landscaping, Inc. who submitted the lowest total base bid in the amount of \$110,661.00.

Attached are the bid tab form, contract, project specs, plans & addendum.

Recommendation: Board of Commissioners to award the bid to Country Boy Landscaping and authorize the Country Manager to approve the contract with Country Boy Landscaping, Inc. in the amount of \$110,661.00.

ATTACHMENTS:

Description	Upload Date	Туре
Country Boy Landscaping Contract	10/28/2022	Cover Memo
Bid Specs	10/28/2022	Cover Memo
Bid Plans	10/28/2022	Cover Memo
Addendum	10/28/2022	Cover Memo
Country Boy Landscaping Quote	10/28/2022	Cover Memo
Bid Tab	10/28/2022	Cover Memo

ROWAN COUNTY

AGREEMENT FOR SERVICES

NORTH CAROLINA

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. <u>Services To Be Performed.</u> 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. <u>Term.</u> The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.
- 3. <u>Payment.</u> 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. <u>Non-waiver</u>. 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. <u>Independent Contractor.</u> 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. <u>Insurance</u>. 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. <u>Indemnity.</u> 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. <u>Termination.</u> 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. <u>Entire Agreement.</u> 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. <u>Governing Law and Forum for Disputes.</u> 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. <u>Severance Clause.</u> 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. <u>Compliance With Laws.</u> 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. <u>Records.</u> 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. <u>Repair of Damages.</u> 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. <u>Titles and Headings.</u> 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. <u>Non-Assignment</u>. 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. <u>Notices.</u> 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. <u>Number and gender.</u> This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.
- 19. <u>Exhibit A.</u> 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	THE PROVIDER
BY:	BY:
Name: Aaron Church	Name:
Title: County Manager	Title:

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. <u>Payment to the Provider.</u>

Total cost \$181,575.

Contract includes 10% contingency of \$18,157.50

- D. <u>E-Verify.</u> 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. <u>Insurance.</u> 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	
These Contract Specifications are effective on agreed to by:	the date signed and hereby acknowledged and
THE COUNTY	THE PROVIDER
BY:	BY:
Name: Aaron Church	Name:
Title: County Manager	Title:
Date:	
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.	
(Signature of County Finance Officer)	

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

Mid-Carolina Regional Airport Landscaping Improvements

Mid-Carolina Regional Airport Salisbury, North Carolina

Prepared For:

Mid-Carolina Regional Airport

Aaron Church Rowan County Manager

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.:____

SPECIFICATIONS AND CONTRACT DOCUMENTS

LANDSCAPING IMPROVEMENTS

MID-CAROLINA REGIONAL AIRPORT

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Section 20	Proposal Requirements and Conditions	20-1 to 20-4
Section 30	Award and Execution of Contract	30-1 to 30-2
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Section 60	Control of Materials	60-1 to 60-4
Section 70	Legal Regulations and Responsibility to Public	70-1 to 70-6
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Appendix "A"	Standard Form Construction Contract	.A-1 to A-14
Appendix "B"	Forms	B-1 to B-8

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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 – <u>www.construction.com</u>

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.

Advertisement for Bids ADV-1

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ADV-2 Advertisement for Bids



PROPOSAL REQUIREMENTS AND CONDITIONS

LANDSCAPING IMPROVEMENTS

MID-CAROLINA REGIONAL AIRPORT - SALISBURY, NORTH CAROLINA

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		DESCRIPTION & UNIT			UNIT	EXTENDED
NO.	NO.	PRICE IN WORDS	QTY	UNIT	PRICE	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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	0050	NUTTALL CALL			
9	SPEC.	NUTTALL OAK @ (Write Unit Price In Words)	3	EA	
		C (
10	SPEC.	BLACK MOUNTAIN SPLITBEARD BLUESTEM	80	EA	
		@ (Write Unit Price In Words)			
					
					
11	SPEC.	FIBER OPTICS BUTTONBUSH	24	EA	
		@ (Write Unit Price In Words)			
12	CDEC	RUBY SLIPPERS OAKLEAF HYDRANGEA		F.4	
12	SPEC.	@ (Write Unit Price In Words)	21	EA	
		(White Shift Hee in Welds)			
13	SPEC.	PARSONI JUNIPER	40	EA	
		@ (Write Unit Price In Words)			
		-			
14	SPEC.	PURPLE DIAMOND LOROPETALUM	50	EA	
		@ (Write Unit Price In Words)			
4.5	0050	MONDO ODAGO			
15	SPEC.	MONDO GRASS @ (Write Unit Price In Words)	18	EA	
		(White Office the Worlds)			
16	SPEC.	GIANT PLUME GRASS	57	EA	
		@ (Write Unit Price In Words)	0,		
			<u></u>		

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17	SPEC.	AUTUMN JAZZ ARROWOOD VIBURNUM @ (Write Unit Price In Words)	29	EA	
18	SPEC.	REGAL MIST PINK MUHLY GRASS	50	EA	
10	or Lo.	@ (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 a	mount of five perce	ent (5%) of the total base	bid, con	sisting of (Cash,	Certified
Check, or Bid Bond)				_payable	to	Rowan
County.						
Name of Bidder		<u> </u>				
BY:						
(Signature)						
(Name and Title of Signing	Official)	(Seal)				
Contractor's License No		_				
Acknowledgment of Receip	ot 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	Secretary
Name	Name
Address	Address
Treasurer	
Name	
Address	
For Partnership, provide name and address for each pa	rtner.
Name	Name
Address	Address
Name	Name
Address	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.

<u>Items</u>	Subcontractors
Estimated total cost of items that Bidder sta	tes 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				
Type Name of Numorized Agent				
Title of Authorized Agent				
(Complete Notary Statement on next page)				

NOTARY STATEMENT

STATE OF **COUNTY OF** Notary Public in and for said County and State, do (Name of Notary Public) (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 #:

My commission expires:

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.

		Certific	ations		
	1)	tax liability that has been assessed, for	s not (\Box) a corporation that has any unpaid Federal which all judicial and administrative remedies have is not being paid in a timely manner pursuant to an e for collecting the tax liability.		
	2) The applicant represents that it is (\Box) is not (\Box) is not a corporation that was convicted criminal violation under any Federal law within the preceding 24 months.				
Date			Signature		
Compa	ny Na	Jame 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:	
DV.	
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.	
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 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.

DATE:

END OF PROPOSAL SECTION



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

Drug Free Workplace DFW-1

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DFW-2 Drug Free Workplace



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.

10-6

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.

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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

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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

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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,

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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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50-6 Section 50 Control of Work

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 <i>Payment for Extra Work</i> .	
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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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

Item C-105 Mobilization C-105-1

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C-105-2 Item C-105 Mobilization



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

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 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. <u>All</u> 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. <u>All</u> 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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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.

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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.
 - 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.

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- 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 plantnutrient content of the soil.
 - 1. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.
 - 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.

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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.

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- 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 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:

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- 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:
 - 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.

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- 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.
 - 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.

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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.
 - 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).

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- D. Turf Postfertilization: Apply fertilizer after initial mowing and when grass is dry.
 - 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:
 - Satisfactory Sodded Turf: At end of maintenance period, a healthy, well-rooted, evencolored, 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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TURF AND GRASSES

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ISSUED	DATE	
ISSUED FOR CONSTRUCITON	9/16/2022	

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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"
 - 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.
 - 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.

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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 inground 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.

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- 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.

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- 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.

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- 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.
 - 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.
 - Notify Architect of sources of planting materials fourteen days in advance of delivery to site.
- G. Preinstallation Conference: Conduct conference at Project site.

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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.
- 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:

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- 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:
 - 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.

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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.

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- 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.

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- 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.

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- 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.

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- 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

 Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.

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- 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.
 - Delay mixing fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing fertilizer.

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- 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.

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- 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.
- 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.

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- 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:
 - 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.

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- 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.
 - 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.

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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.

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- 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	



APPENDIX A STANDARD FORM CONSTRUCTION CONTRACT

NORTH CAROLINA ROWAN COUNTY

CONTRACT

	THIS	CONTRA	CT, mad	le and ent	ered int	to this	day of			
2021,	by and	d between	Rowan	County,	North	Carolina	(hereinafter	referred	to	as
"COUN	VTY"),	party of the	e first par	t; and			(her	einafter re	efer	red
to as "C	CONTI	RACTOR")	, party of	f the secon	nd part;					
				WITN	ESSET	'Ц.				

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 <u>until</u> <u>thirty (30) days</u> 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

A-2 Contracts and Bonds

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 <u>required by the Contract Documents</u> 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

A-4 Contracts and Bonds

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

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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)	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
By:	By:
Date:	Date:
(Mailing Address)	(Mailing Address)
130 W. Innes Street	XXXXXXXX
Salisbury, NC 28144	xxxxxxxxx
	Federal Tax ID#:
This instrument has been p Government Budget and Fiscal	ore-audited in the manner required by the Local l Control Act.
FINANCE DIRECTOR	

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PERFORMANCE BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

[CONTRACTOR] [ADDRESS] [CITY, STATE]

as Principal, hereinafter called Contractor and	, 8
corporation duly organized under the laws of the State of	,
as Surety, hereinafter called Surety, are held firmly bound unto:	
COUNTY OF ROWAN	

COUNTY OF ROWAN 130 WEST INNES STREET SALISBURY, NC 28144

hereinafter	called	OWNER,	in	the	amount	of
XXXXXXXXX	XXXXXXXXX	XXXXXXXX	XXXXXXX	(\$XXX,X	XX.XX), fo	r the
payment where	eof Contractor	and Surety	bind thems	elves, their	r heirs, exec	cutors,
administrators,	successors and	assigns, jointly	and severall	y, firm by tl	hese present.	
WHEREAS, Co	ontractor has by	written agreen	nent dated			2022
entered into a C	ontract with OV	WNER for the	Landscaping	g Improven	nents in accor	dance
with drawings a	and specification	ns 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.

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A-10 Contracts and Bonds

Signed and sealed this	_day of		, 2022.	
BY:			BY:	
Contractor			Surety	Principal
Name	(Seal)		Name	(Seal)
Title			Title	
WITNESS:			WITNESS:	
BY:				
Licensed Resident Agent	(Sig	nature)		
Licensed Resident Agent	(Typ	ped)		
	(Str	eet Addre.	ss)	
	(Cit	ty / State /	Zip Code)	
	(Tel	lephone N	umber)	

LABOR AND MATERIAL PAYMENT BOND

100% of the Contract Amount

KNOW ALL MEN BY THESE PRESENT: that

specifications prepared by:

as Principal, hereinafter called Principal, and, a corpo	oration
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	

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:

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- 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.

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Signed and sealed this	_ day of	, 2022.	
BY:		BY:	
Contractor		Surety	Principal
Name	(Seal)	Name	(Seal)
Title		Title	
WITNESS:		WITNESS:	
BY:			
Licensed Resident Agent	(Signati	ure)	
Licensed Resident Agent	(Typed)		
	(Street A	Address)	
	(City/S	State / Zip Code)	
	(Teleph	one Number)	

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APPENDIX B FORMS

ESTIMATE FOR PARTIAL PAYMENT

			No:
Owner's Project No.:		TBE Project No.:	
Project Name:			
		Contract Date:	
Contract For:			
		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:		
correct; that all work has and all authorized changeriod of the estimate; the applied to discharge all of that all materials and equation of the contractor:	es to the best of his knowledge and belief been performed and materials supplied ges thereto; that the above is a true and nat all previous payments received from the obligations incurred by the undersigned in unipment incorporated in the above proje	in accordance with the terms and cor correct statement of the contract up he Owner for work performed under to connection with work covered by prior ct are free and clear of all liens, secu Title:	nditions of the Construction Contract to and including the last day of the he Construction Contract have been or estimates for partial payment; and
	CERTIFICATE OF	OWNER'S ENGINEERS	
	ed this Estimate for Partial Payment and the rials supplied under the Contract.		pelief it is a true and correct statement
	TALBERT, BRIGHT & Ellington, I	NC., CHARLOTTE, NORTH CAF	ROLINA
Resident Observer		Project Engineer	
Name:	Date	Name:	Date
Approved and Payme	OWNER'S RECOMM ent Recommended:	ENDATION FOR PAYMENT	, OWNER
BY:	TITLE:_	DA ⁻	ΓΕ:

Forms B-1

Sheet	of Sheets	6							
No. and [Description of Unit		Contrac	t	Work Dor	ne 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)

B-2 Forms

STATE AND COUNTY SALES/USE TAX STATEMENT

Contractor (or Subcontractor's) Name Sheet No of								
INVOICE	INVOICE DATES	VENDOR'S NAME	VENDOR'S NAME TYPE OF MATERIAL TOTAL AMOUNT SAL		SALES	ES/USE TAX		
	FROM20 THRU20			OF INVOICE	STATE %	COUNTY %		

SUBTOTAL THIS PAGE:	
TOTAL ALL INVOICES:	

Forms

TAX STATEMENT AND CERTIFICATION

This is to certify that th	e foregoing or attache	d statement is a true and complete statement of all North
Carolina and Local Sales	s or Use Tax paid by th	ne undersigned Contractor from,
20 to	, 20, iı	nclusive for the materials and equipment that were or will
become a part of the cor	nstruction of the:	
Landscaping Imp	provements at Mid-Car	olina Regional Airport, Salisbury, NC
(THE FOLLOWIN	G PORTION TO BE FIL	LED OUT BY THE GENERAL CONTRACTOR ONLY)
It is further certified that	at:	
		·
are the subcontractors the statements are also encl		Contractor in the performance of this Contract whose tax
		CONTRACTOR OR SUBCONTRACTOR
Sworn and subscribed b	efore me this	
day of	, 20	
NOTARY PUBLIC		
(SEAL)		

B-4 Forms

CONSENT OF SURETY COMPA	NY TO FINAL PAYMENT	OWNER	
		ENGINEER	
		CONTRACTOR	
		SURETY	
		OTHER	
PROJECT (Name and Address):			
TO (Owner):		pject No.:	
	Contract for:_ Contract Date	·	
CONTRACTOR:			
(insert name and address of Sure			, the
hereby approves of the final payn relieve the Surety Company of its	nent to the Contractor, and ag obligations to (here insert na	rees that final payment to the Contractor shal me and address of Owner)	l not
		, Owner	
as set forth in the said Surety Cor	mpany's bond.		
IN WITNESS WHEREOF,			
the Surety Company has hereunt	o set its hand this day o	of20	
		Surety Company Signature of Authorized Representative	
Attest: (Seal):		Title	

Forms

CONTRACTOR'S AFFIDAVIT O	OWNER		
		ENGINEER	
		CONTRACTOR	
		SURETY	
		OTHER	
TO (Owner):	Engineer's Project No.:		
	Contract for:Contract Date:		
PROJECT (Name and Address):	COMMON DUICE.		
State of:			
County of:			
best of his knowledge, informatio hereto include the Contractor, all	General Conditions of the Contract for Construct n and belief, except as listed below, the Release Subcontractors, all suppliers of materials and ecor may have liens against any property of the Oweferenced above.	es or Waivers of Lien attacl quipment, and all performers	hed s of
EXCEPTIONS: (If none, write "No Owner for each exception.)	ne". If required by the Owner, the Contractor shal	ll furnish bond satisfactory to	the
	CONTRACTOR:		
A	Address:		
		•	
		•	
\$	Subscribed and sworn to before me this		
]	Day of,20		
1	Notary Public:		
N	My Commission Expires:	(Seal)	

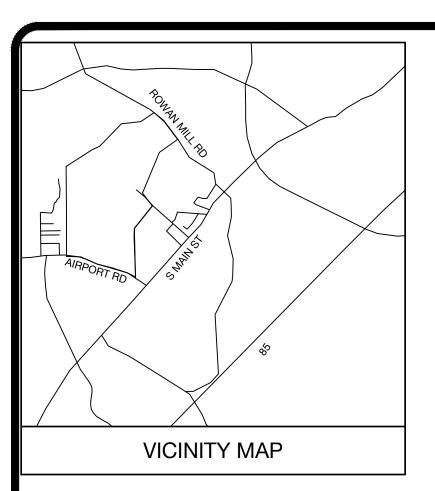
B-6 Forms

AFFIDAVIT OF PAYMENTS OF DEBTS AND CLAIMS			OWNER		
			ENGINEER		
			CONTRACTOR		
			SURETY		
			OTHER		
TO (Owner):					
PROJECT (Name and Address)	:				
State of:	_				
County of:	_				
The undersigned, pursuant to the as listed below, he has paid in furnished, for all work, labor, ar Contractor for damages arising in for which the Owner or his property.	full or has otherwise satisfied nd services performed, and for n any manner in connection with the	all obligations for all known indebted the performance of	all materials and equipme dness and claims against t	nt he	
EXCEPTIONS: (If none, write "N Owner for each exception.)	one". If required by the Owner, the	ne Contractor shall	furnish bond satisfactory to t	he	
	CONTRACTOR:				
	Address:				
	Ву:				
	Subscribed and sworn to before	e me this			
	Day of	,20			
	Notary Public:				
	My Commission Expires:		(Seal)		

Forms B-7

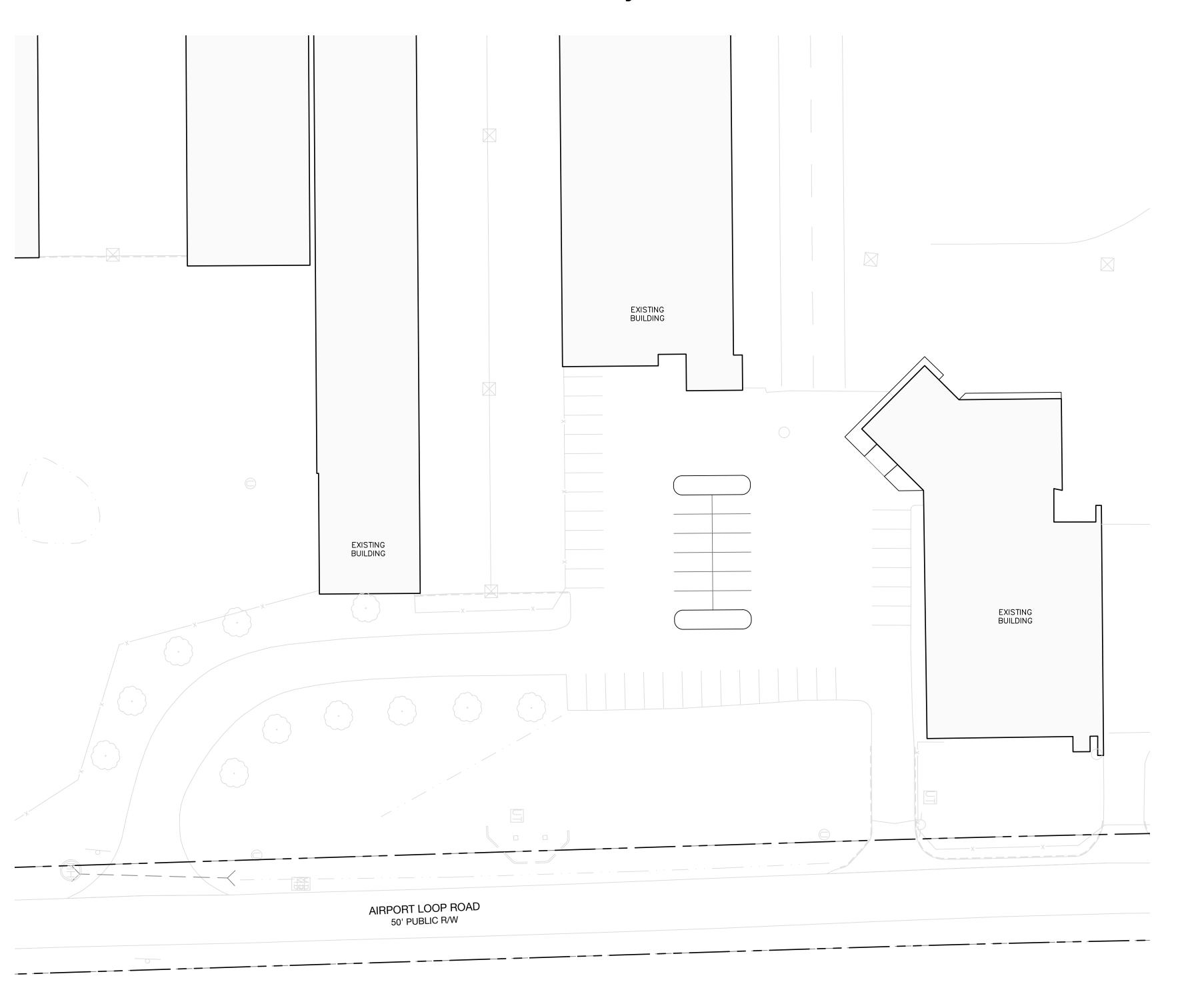
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B-8 Forms



MC Regional Airport

3670 Airport Loop Salisbury, NC 28147



CONTACT INFORMATION

ROWAN COUNTY

CONTACT: CONTACT NAME ADDRESS: 3670 AIRPORT LOOP SALISBURY, NORTH CAROLINA

PHONE: 704-216-7749 **CIVIL ENGINEER & LANDSCAPE ARCHITECT** URBAN DESIGN PARTNERS PLLC

CONTACT: PAUL PENNELL, PLA ADDRESS: 1213 W MOREHEAD STREET, STE 450

CHARLOTTE, NC 28208 PHONE: 704-334-3303

TALBERT, BRIGHT, & ELLINGTON CONTACT: ANDY SHOOK

ADDRESS: 3525 WHITEHALL PARK DRIVE, STE 210 CHARLOTTE, NC 28273

PHONE: 704-426-6070

SHEET INDEX

COVER SHEET OVERALL LANDSCAPE PLAN

ENLARGEMENT A

ENLARGEMENT B

LANDSCAPE DETAILS

CONSTRUCTION SAFETY AND PHASING PLAN

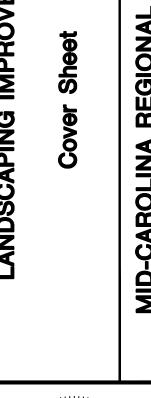
URBAN DESIGN PARTNERS

1213 w morehead st ste 450.
charlotte, nc 28205
urbandesignpartners.com
P 704.334.3303



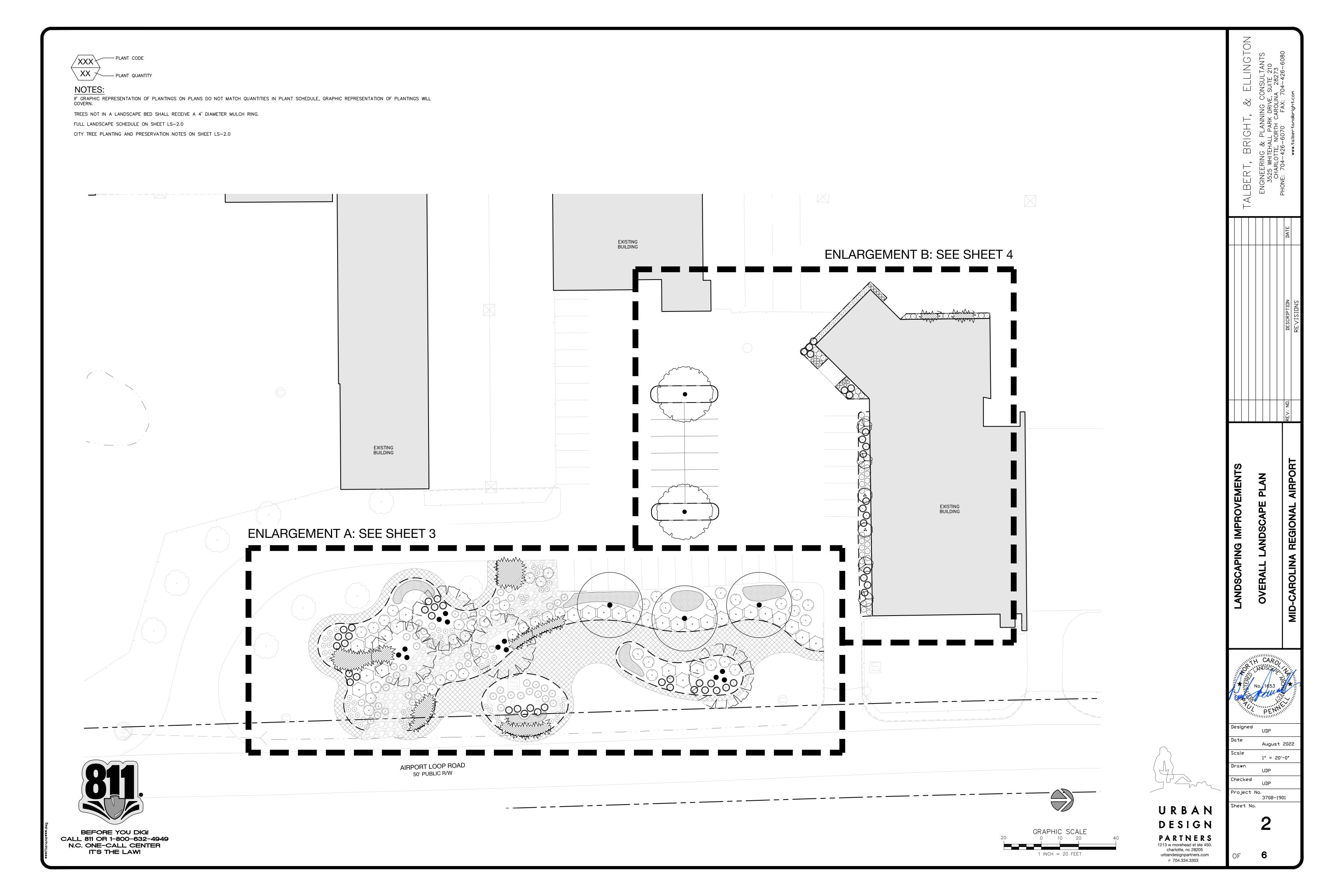


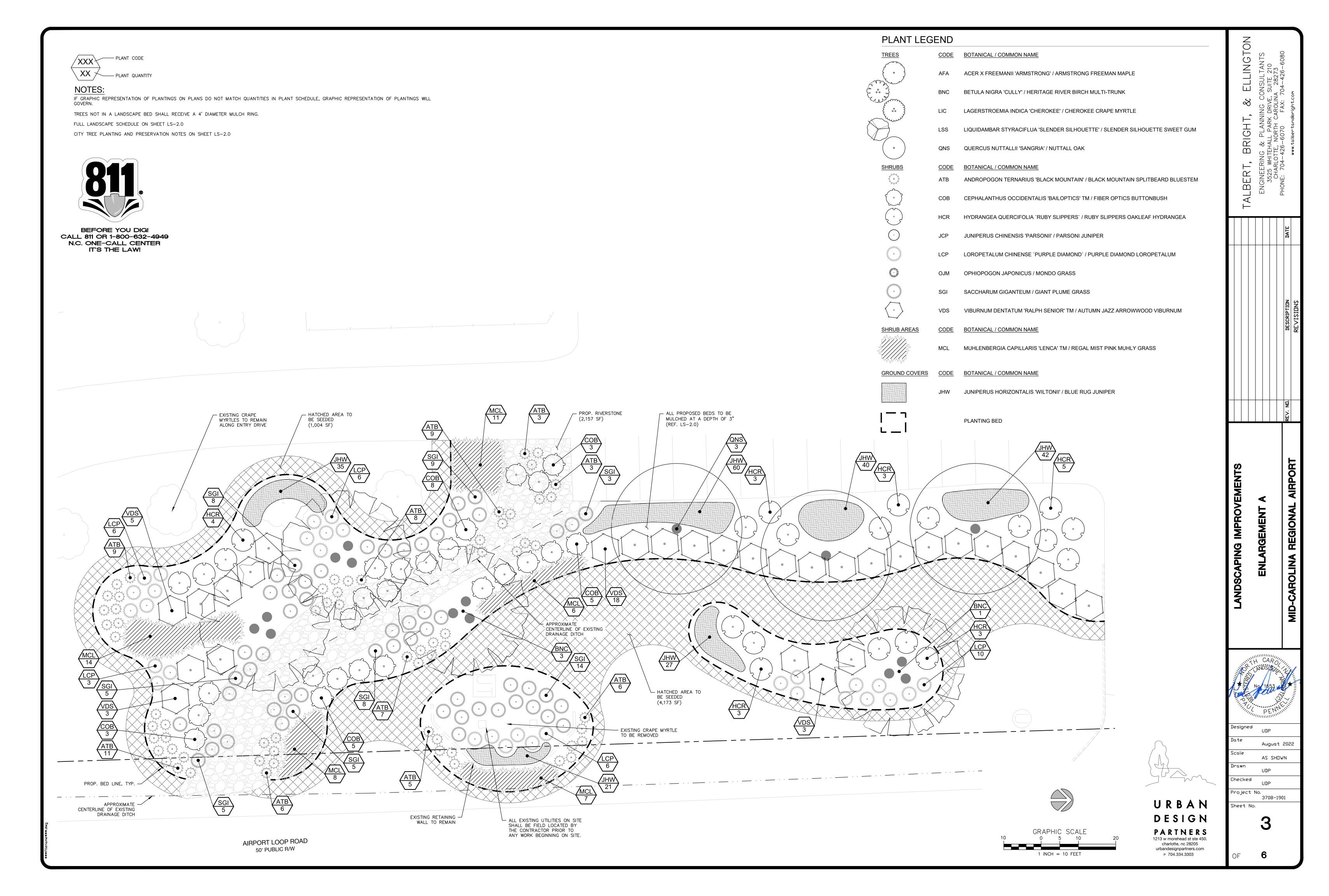
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				REV. NO.	

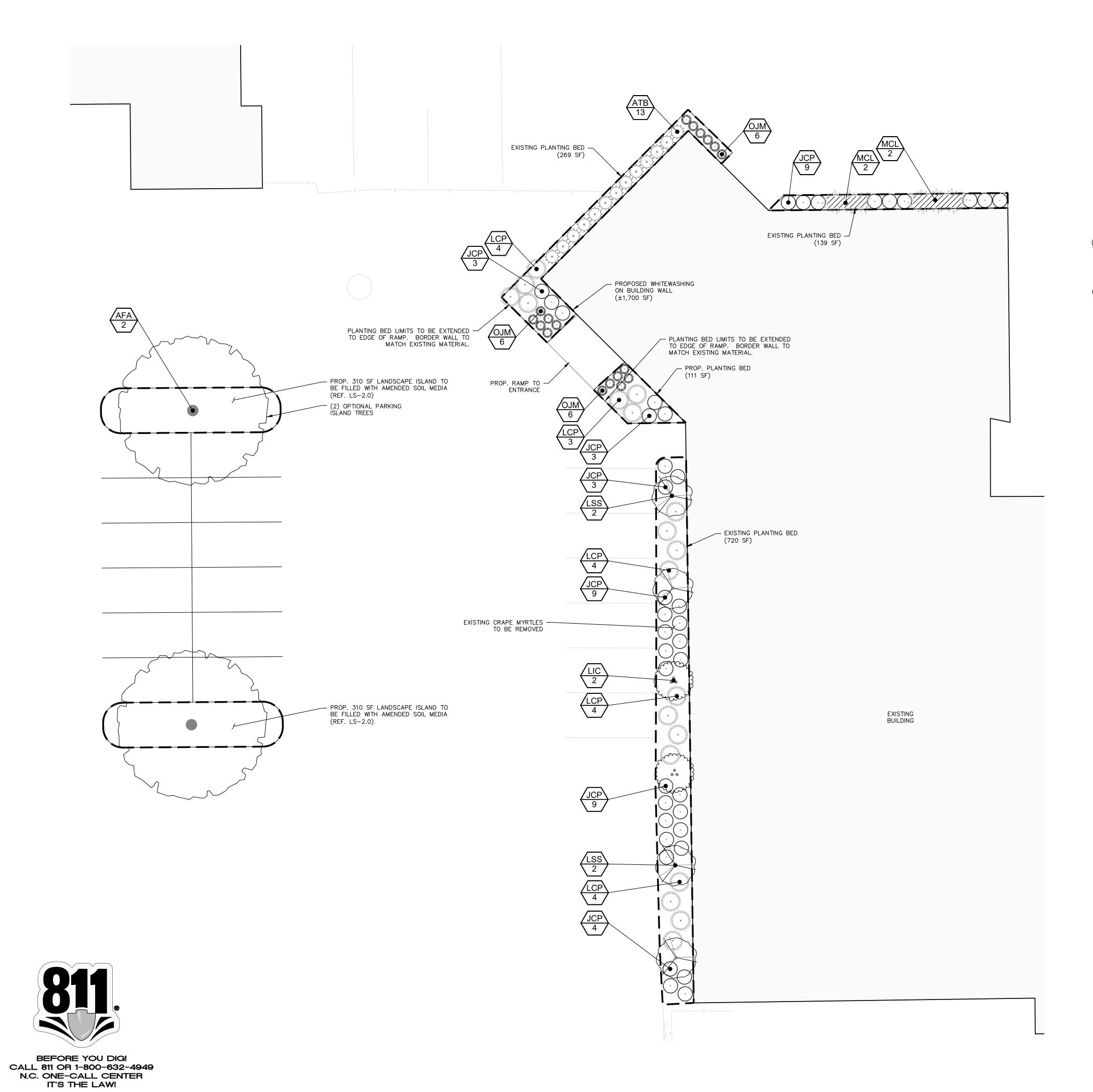


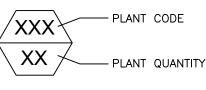


Checked Project No. 3708-1901









IF GRAPHIC REPRESENTATION OF PLANTINGS ON PLANS DO NOT MATCH QUANTITIES IN PLANT SCHEDULE, GRAPHIC REPRESENTATION OF PLANTINGS WILL GOVERN.

TREES NOT IN A LANDSCAPE BED SHALL RECEIVE A 4' DIAMETER MULCH RING.

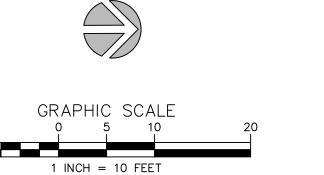
FULL LANDSCAPE SCHEDULE ON SHEET LS-2.0

CITY TREE PLANTING AND PRESERVATION NOTES ON SHEET LS-2.0

PLANT LEGEND

TREES	CODE	BOTANICAL / COMMON NAME
A Common of the	AFA	ACER X FREEMANII 'ARMSTRONG' / ARMSTRONG FREEMAN MAPLE
	BNC	BETULA NIGRA 'CULLY' / HERITAGE RIVER BIRCH MULTI-TRUNK
£	LIC	LAGERSTROEMIA INDICA 'CHEROKEE' / CHEROKEE CRAPE MYRTLE
	LSS	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE' / SLENDER SILHOUETTE SWEET GUM
	QNS	QUERCUS NUTTALLII 'SANGRIA' / NUTTALL OAK
<u>SHRUBS</u>	CODE	BOTANICAL / COMMON NAME
	ATB	ANDROPOGON TERNARIUS 'BLACK MOUNTAIN' / BLACK MOUNTAIN SPLITBEARD BLUESTEM
	СОВ	CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' TM / FIBER OPTICS BUTTONBUSH
	HCR	HYDRANGEA QUERCIFOLIA 'RUBY SLIPPERS' / RUBY SLIPPERS OAKLEAF HYDRANGEA
\odot	JCP	JUNIPERUS CHINENSIS 'PARSONII' / PARSONI JUNIPER
30000000000000000000000000000000000000	LCP	LOROPETALUM CHINENSE 'PURPLE DIAMOND' / PURPLE DIAMOND LOROPETALUM
MAN OF THE PROPERTY OF THE PRO	OJM	OPHIOPOGON JAPONICUS / MONDO GRASS
ANNONANANANA	SGI	SACCHARUM GIGANTEUM / GIANT PLUME GRASS
	VDS	VIBURNUM DENTATUM 'RALPH SENIOR' TM / AUTUMN JAZZ ARROWWOOD VIBURNUM
SHRUB AREAS	CODE	BOTANICAL / COMMON NAME
	MCL	MUHLENBERGIA CAPILLARIS 'LENCA' TM / REGAL MIST PINK MUHLY GRASS
GROUND COVERS	CODE	BOTANICAL / COMMON NAME
	JHW	JUNIPERUS HORIZONTALIS 'WILTONII' / BLUE RUG JUNIPER
L_1		PLANTING BED





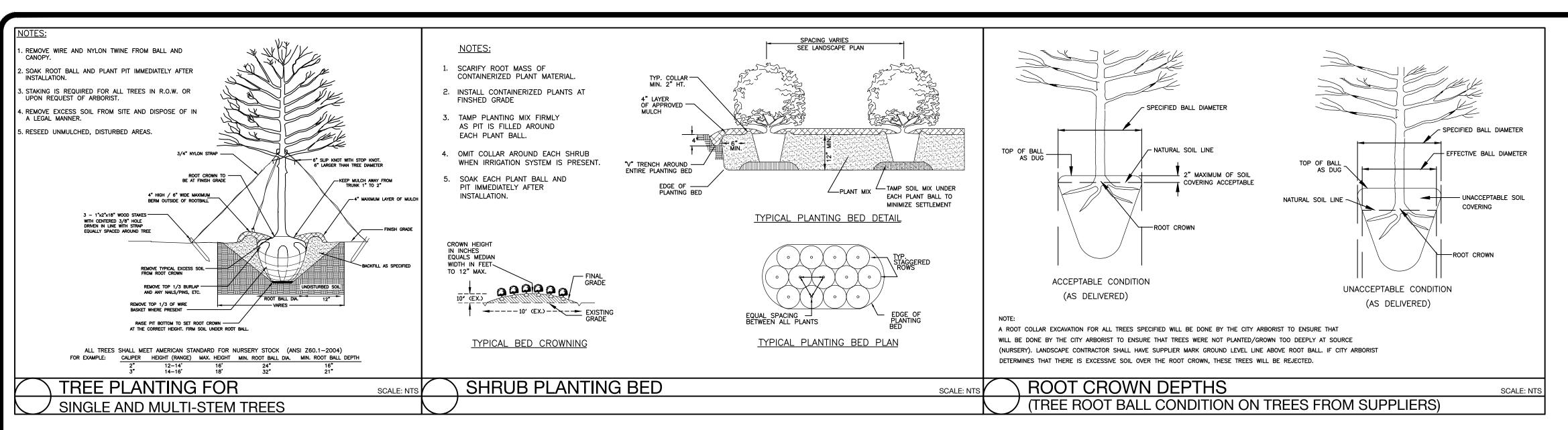


ALBERT,

Designed August 2022

AS SHOWN Checked

Project No. 3708-1901 Sheet No.



PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL / COMMON NAME	CONT	CAL	SIZE			
	AFA	2	ACER X FREEMANII 'ARMSTRONG' / ARMSTRONG FREEMAN MAPLE	B & B	3" CAL	8`-10` HT			STRAIGHT TRUNK, CENTRAL LEADER, FULL CROWN, HEALTHY FOLIAGE
E . 3	BNC	4	BETULA NIGRA 'CULLY' / HERITAGE RIVER BIRCH MULTI-TRUNK	B & B	2" PER CANE	8`-10` HT			STRAIGHT TRUNK, CENTRAL LEADER, FULL CROWN, HEALTHY FOLIAGE
£	LIC	2	LAGERSTROEMIA INDICA 'CHEROKEE' / CHEROKEE CRAPE MYRTLE	B & B	2" PER CANE	6`-8` HT.			STRAIGHT TRUNK, FULL CROWN, HEALTHY FOLIAGE
	LSS	4	LIQUIDAMBAR STYRACIFLUA 'SLENDER SILHOUETTE' / SLENDER SILHOUETTE SWEET GUM	B & B	2" CAL	8` HT			STRAIGHT TRUNK, CENTRAL LEADER, FULL CROWN, HEALTHY FOLIAGE
•	QNS	3	QUERCUS NUTTALLII 'SANGRIA' / NUTTALL OAK	B & B	3" CAL	8`-10` HT			STRAIGHT TRUNK, CENTRAL LEADER, FULL CROWN, HEALTHY FOLIAGE
SHRUBS	CODE	<u>QTY</u>	BOTANICAL / COMMON NAME	CONT	MIN HEIGHT	MIN WIDTH	SPACING		REMARKS
	ATB	80	ANDROPOGON TERNARIUS 'BLACK MOUNTAIN' / BLACK MOUNTAIN SPLITBEARD BLUESTEM	5 GAL	24"	24"	+/- 3` OC		FULL, HEALTHY FOLIAGE
	СОВ	24	CEPHALANTHUS OCCIDENTALIS 'BAILOPTICS' TM / FIBER OPTICS BUTTONBUSH	5 GAL	30"	30"	AS SHOWN		FULL, HEALTHY FOLIAGE
	HCR	21	HYDRANGEA QUERCIFOLIA 'RUBY SLIPPERS' / RUBY SLIPPERS OAKLEAF HYDRANGEA	5 GAL	48"	48"	AS SHOWN		FULL, HEALTHY FOLIAGE
\odot	JCP	40	JUNIPERUS CHINENSIS 'PARSONII' / PARSONI JUNIPER	5 GAL	12"	12"	AS SHOWN		FULL HEALTHY FOILAGE
NOOLULU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLU NOOLu Noolu	LCP	50	LOROPETALUM CHINENSE 'PURPLE DIAMOND' / PURPLE DIAMOND LOROPETALUM	5 GAL	24"	24"	+/- 3` OC		FULL, HEALTHY FOLIAGE
	OJM	18	OPHIOPOGON JAPONICUS / MONDO GRASS	1 GAL	12"	12"	AS SHOWN		FULL HEALTHY FOILAGE
ANNONAMONE STATES	SGI	57	SACCHARUM GIGANTEUM / GIANT PLUME GRASS	5 GAL	30"	30"	+/- 6` OC		FULL, HEALTHY FOLIAGE
•	VDS	29	VIBURNUM DENTATUM 'RALPH SENIOR' TM / AUTUMN JAZZ ARROWWOOD VIBURNUM	7 GAL	48"	48	AS SHOWN		FULL, HEALTHY FOLIAGE
SHRUB AREAS	CODE	QTY	BOTANICAL / COMMON NAME	CONT	FIELD2	FIELD3		SPACING	
	MCL	50	MUHLENBERGIA CAPILLARIS 'LENCA' TM / REGAL MIST PINK MUHLY GRASS	3 GAL.				48" o.c.	FULL, HEALTHY FOLIAGE
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	CONT					
	JHW	225	JUNIPERUS HORIZONTALIS 'WILTONII' / BLUE RUG JUNIPER	1 GAL				24" o.c.	FULL, HEALTHY FOLIAGE
<u> </u>	10,983 S	F	PLANTING BED						MULCHED AT A DEPTH OF 3"

/xxx	PLANT	CODE
XX	PLANT	QUANTITY

IF GRAPHIC REPRESENTATION OF PLANTINGS ON PLANS DO NOT MATCH QUANTITIES IN PLANT SCHEDULE, GRAPHIC REPRESENTATION OF PLANTINGS WILL

TREES NOT IN A LANDSCAPE BED SHALL RECEIVE A 4' DIAMETER MULCH RING.

GENERAL PLANTING NOTES:

1. QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT ASSUMES NO LIABILITY FOR ERRORS OR OMISSIONS. HIS ESTIMATES ARE ONLY AN AID FOR CLARIFICATION OF UNITS AND A CHECK FOR THE CONTRACTOR TO COMPARE WITH HIS OWN ESTIMATES. DIFFERENCES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. NO EXTRA COMPENSATION SHALL BE ALLOWED FOR EXTRA QUANTITIES NECESSARY TO COMPLETE THE WORK.

2. CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLATION OF PLANT MATERIALS ACCORDING TO THE DRAWINGS AND PLANT SCHEDULE. CONTRACTOR SHALL PROVIDE SPECIFIC CULTIVARS AND/OR VARIETIES AS INDICATED ON THE PLANT SCHEDULE. ANY SUBSTITUTIONS INSTALLED WITHOUT PRIOR APPROVAL OF LANDSCAPE ARCHITECT WILL BE REJECTED AND SHALL BE REPLACED BY THE CONTRACTOR AT NO EXTRA COST

3. PLANTING PLANS INDICATE DIAGRAMMATIC LOCATIONS ONLY. SITE ADJUSTMENTS OF PLANTING DESIGN AND RELOCATION OF PLANT MATERIALS DUE TO ON SITE CONDITIONS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. PLANTS INSTALLED PRIOR TO LANDSCAPE ARCHITECT'S APPROVAL ARE SUBJECT TO RELOCATION BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

4. PLANTS SHALL BE SPECIMEN QUALITY AND SHALL BE SOUND, HEALTHY AND VIGOROUS, WELL-BRANCHED, AND DENSELY FOLIATED WHEN IN LEAF. PLANT MATERIAL SHALL BE FIRST QUALITY STOCK AND SHALL CONFORM TO THE CODE OF STANDARDS SET FORTH IN THE CURRENT EDITION OF THE AMERICAN STANDARDS FOR NURSERY STOCK SPONSORED BY THE AMERICAN ASSOCIATION OF NURSERYMEN, INC.

5. HEIGHT AND SPREAD DIMENSION SPECIFIED REFER TO THE MAIN BODY OF THE PLANT AND NOT FROM BRANCH TIP TO TIP. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN 50% OF THE PLANTS SHALL BE AS LARGE AS THE MAXIMUM SIZE SPECIFIED.

6. SHADE TREES SHALL HAVE A STRONG CENTRAL LEADER UNLESS OTHERWISE SPECIFIED.

7. LEAVES MUST BE OF MEDIUM FOLIAGE, ALL GOOD LEAVES, MAXIMUM OF 10% CHLOROSIS ALLOWED, WITH NO EXTREME SUCCULENCE PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED. 8. ROOTS MUST BE STURDILY ESTABLISHED IN BALL THAT HAS BEEN TIGHTLY WRAPPED AND SECURELY TIED WITH TWINE OR WIRE, OR PINNED.

9. PLACE PLANTS UPRIGHT AND TURNED SO THAT THE MOST ATTRACTIVE SIDE IS VIEWED.

10. PROVIDE 4" THICKNESS MULCH AT ALL PLANTS AND PLANTING BEDS. MULCH SHALL BE SINGLE HAMMERED HARDWOOD MULCH (UNLESS NOTED OTHERWISE). IT SHALL BE CLEAN, FRESH, AND FREE OF STICKS, BRANCHES, SOIL OR OTHER FOREIGN MATERIAL.

11. BACKFILL PLANTING MIXTURE SHALL BE ONE PART APPROVED PLANTING SOIL MIXED WITH ONE PART NATIVE SOIL FROM THE TREE PIT OR SHRUB BED AREA. LANDSCAPE CONTRACTOR SHALL SUBMIT SAMPLES OF PLANTING SOIL TO BE USED TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO PLANTING.

12. PLANTS SHALL BE SUBJECT TO REVIEW BY LANDSCAPE ARCHITECT AT NURSERY OR ON SITE PRIOR TO PLANTING. LANDSCAPE ARCHITECT WILL BE THE SOLE JUDGE OF THE QUALITY AND ACCEPTABILITY OF MATERIALS AND PLACEMENT. CONTRACTOR SHALL SUBMIT PHOTOS OF ALL TREES WITH BID SUBMITTAL IF REQUESTED BY LANDSCAPE ARCHITECT OR OWNER.

13. THE LANDSCAPE CONTRACTOR SHALL TAKE SOIL SAMPLES FROM ALL PARTS OF THE SITE AND SHALL HAVE THEM TESTED BY THE LOCAL COUNTY AGENT. THE CONTRACTOR SHALL PROVIDE ONE COPY OF THE TEST RESULTS TO THE LANDSCAPE ARCHITECT PRIOR TO ORDERING PLANT MATERIALS OR MAKING ANY AMENDMENTS TO THE ON SITE SOIL. ANY SOIL AMENDMENTS REQUIRED AS INDICATED BY THE SOIL TEST SHALL BE PROVIDED BY THE LANDSCAPE CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF AMENDMENTS AND OBTAIN A WRITTEN APPROVAL FOR PROPOSED AMENDMENTS.

14. FERTILIZER SHALL BE A COMPLETE FERTILIZER; 50% OF NITROGEN OF WHICH IS DERIVED FROM NATURAL ORGANIC SOURCES OR UREAFORM. FERTILIZER SHALL BE DELIVERED TO THE SITE IN STANDARD SIZE UNOPENED CONTAINERS WHICH SHOW THE WEIGHT, CHEMICAL ANALYSIS, AND MANUFACTURER. IT SHALL BE STORED IN A DRY LOCATION UNTIL ITS USE. FERTILIZER FOR TREES, SHRUBS, AND GROUNDCOVER AREAS SHALL BE A SLOW RELEASE TYPE AND SHALL BE APPLIED AS FOLLOWS:

TREES: 1 LB / INCH OF CALIPER TREES AND SHRUBS MARCH-MAY 10-10-10 SHRUBS: ½ LB / INCH HEIGHT JUNE-OCTOBER 6-10-10 NOVEMBER-FEBRUARY 6-12-12

15. LANDSCAPE CONTRACTOR SHALL PERFORM PERCOLATION TESTS IN ALL TREE PITS. IF PITS DO NOT DRAIN WITHIN 30 MINUTES, CONTACT LANDSCAPE ARCHITECT AND DO NOT PLANT THE TREE WITHOUT ON SITE INSPECTION OF DRAINAGE. LANDSCAPE ARCHITECT MAY REQUIRE ADDITIONAL SUBSURFACE DRAIN LINES FROM THE TREE PITS.

16. IF SURFACE DRAINAGE IS NOT SUFFICIENT (STANDING WATER) NOTIFY LANDSCAPE ARCHITECT IN WRITING BEFORE INSTALLING THE PLANTS, OTHERWISE CONTRACTOR SHALL BE TOTALLY REPONSIBLE FOR THE GUARANTEE AND LIVABILITY OF THE PLANTS.

17. ALL UNDERGROUND UTILITIES SHALL BE LOCATED BEFORE DIGGING. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ALL DAMAGE OF UNDERGROUND OR OVERHEAD UTILITY LINES.

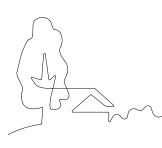
18. CERTIFICATE OF INSPECTION AS MAY BE REQUIRED BY LAW FOR TRANSPORTATION OF PLANT MATERIALS SHALL ACCOMPANY EACH INVOICE FOR EACH SHIPMENT OF PLANTS. CERTIFICATES SHALL BE FILED WITH LANDSCAPE ARCHITECT PRIOR TO ACCEPTANCE OF MATERIAL. INSPECTION BY STATE OR FEDERAL AUTHORITIES AT THE PLACE OF GROWTH DOES NOT PRECLUDE REJECTION OF THE MATERIAL BY THE LANDSCAPE ARCHITECT. 19. ALL PLANT MATERIALS AND INSTALLED LANDSCAPE SUPPLIES SHALL BE WARRANTED FOR A PERIOD OF

ONE YEAR AFTER FINAL ACCEPTANCE OF THIS PROJECT. 20. CONTRACTOR'S PRICES SHALL INCLUDE ALL LABOR AND MATERIALS NECESSARY TO COMPLETE THE WORK (i.e. MULCH, PLANTING, SOIL MIX, WOOD AND WIRE STAKING MATERIAL, ETC.).

21. THE COMPLETION OF THE CONTRACT WILL BE ACCEPTED AND NOTICE OF COMPLETION RECORDED ONLY WHEN THE ENTIRE CONTRACT IS COMPLETED TO THE SATISFACTION OF THE LANDSCAPE ARCHITECT, OWNER, AND THE OWNER'S CONSTRUCTION REPRESENTATIVE. WITHIN TEN DAYS NOTICE BY THE CONTRACTOR OF SUBSTANTIAL COMPLETION THE LANDSCAPE ARCHITECT WILL INSPECT THE PROPERTY. HE WILL EITHER APPROVE THE WORK FOR THE OWNER'S ACCEPTANCE OR WILL ISSUE A "PUNCH LIST" OF ITEMS TO BE COMPLETED OR CORRECTED. IF A PUNCH LIST IS ISSUED, FINAL ACCEPTANCE WILL BE DONE AS SOON AS THE CONTRACTOR COMPLETES ALL PUNCH LIST ITEMS.

22. <u>AMENDED SOIL MEDIA REQUIREMENTS:</u> A PLANTING MIX MAY BE DEVELOPED THAT WILL BE AN ACCEPTABLE PLANTING MEDIA BY AMENDING THE EXISTING SOIL OR BY REMOVING THE EXISTING SOIL AND REPLACING IT WITH NEW PLANTING MIX. THE PLANTING MIX SHALL HAVE UNIFORM COMPOSITION THROUGHOUT, WITH A MIXTURE OF SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, AND OTHER EXTRANEOUS MATTER. IT SHALL CONTAIN NO MAN MADE MATERIALS UNLESS OTHERWISE SPECIFIED. PLANTING MIX SHALL NOT BE USED WHILE IN A FROZEN OR MUDDY

*NOTE: CONTRACTOR TO PROVIDE TEST SAMPLES OF AMENDED SOIL WITH TESTING DATA FOR ALL BED AREAS AMENDED ON SITE. TEST SAMPLES SHALL FALL WITHIN TOLERANCES SHOWN ABOVE. PLANTING SHALL NOT BEGIN UNTIL SOIL HAS BEEN AMENDED AND SOIL TEST SAMPLES HAVE BEEN REVIEWED AND APPROVED BY OWNER AND LANDSCAPE ARCHITECT.



charlotte, nc 28208 urbandesignpartners.com P 704.334.3303

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LANDSCAPING IMPROVEMENTS		ANDSOADE DETAIL O			MID-CARCLINA REGIONAL AIRPORI
				ND. DESCRIPTION	SNULSIAL

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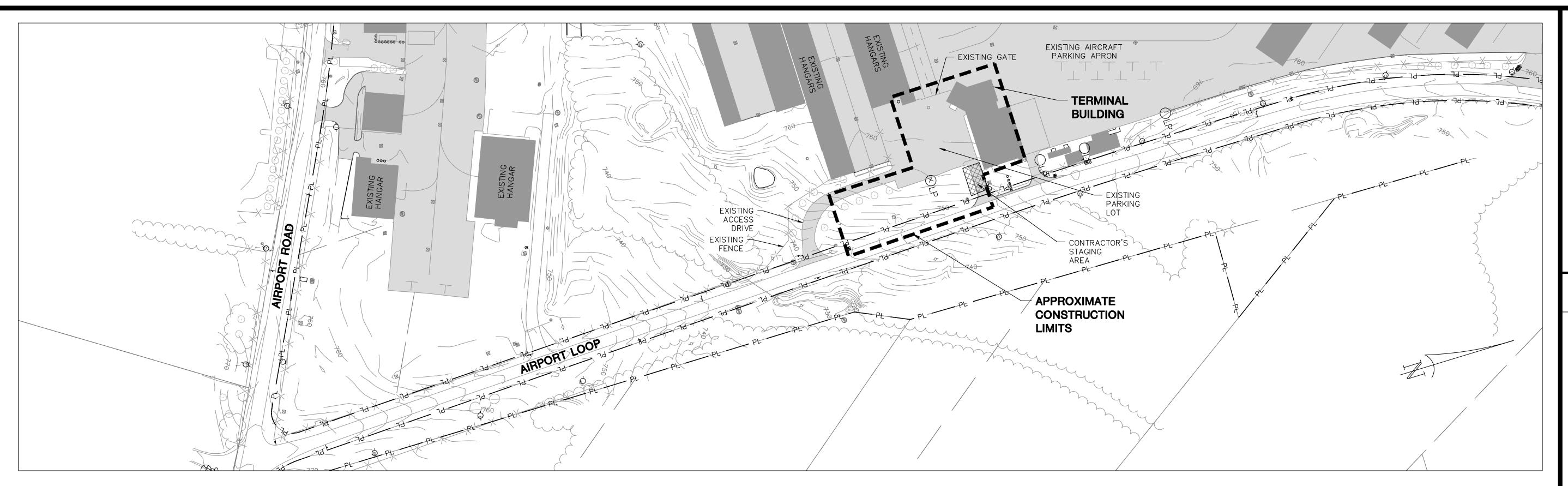
UDP

3708-1901

August 2022

AS SHOWN

DESIGN PARTNERS 1213 w morehead st ste 450.



GENERAL PROJECT NOTES:

- 1. THE CONTRACTOR SHALL LOCATE AND PROTECT EXISTING UTILITIES AND FACILITIES (I.E., AIRPORT LIGHTING, NAVAIDS, ETC.) FROM DAMAGE BY EQUIPMENT OR PERSONNEL. THE CONTRACTOR SHALL CONTACT ALL UTILITY AND FACILITY AGENCIES FOR FIELD MARKING PRIOR TO BEGINNING CONSTRUCTION. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE UNDERGROUND UTILITIES. ALL UTILITIES AND FACILITIES ARE NOT NECESSARILY SHOWN. THE CONTRACTOR SHALL ADVISE THE ENGINEER, IN WRITING, OF ANY EXISTING DAMAGED UTILITIES PRIOR TO BEGINNING CONSTRUCTION. ANY UTILITIES OR FACILITIES DAMAGED DURING THE PROJECT BY THE CONTRACTOR'S MEN OR EQUIPMENT SHALL BE PROMPTLY REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE. HAND DIGGING TO PROTECT UTILITIES FROM DAMAGE SHOULD BE ANTICIPATED.
- 2. AIRCRAFT AND PUBLIC SAFETY SHALL NOT BE COMPROMISED AND PROPER SEPARATION SHALL BE MAINTAINED AT ALL TIMES.
- 3. ALL DISTURBED AREAS, INCLUDING THE CONTRACTOR'S STAGING AREA, HAUL ROUTES, GRADING LIMITS, ETC. SHALL BE RESTORED TO A SMOOTH LINE AND GRADED WITH POSITIVE DRAINAGE. THE CONTRACTOR SHALL SEED AND MULCH ALL DISTURBED AREAS. ANY DAMAGE BY THE CONTRACTOR TO EXISTING CONDITIONS (SUCH AS ROADWAY, TAXIWAY, LIGHTS, ETC.) SHALL BE REPAIRED AT HIS EXPENSE. THERE WILL BE NO MEASUREMENT FOR PAYMENT OF SEEDING AND MULCHING REQUIRED OUTSIDE THE GRADING LIMITS, APPROVED STOCKPILE LIMITS, OR APPROVED HAUL LIMITS.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS, LICENSES, ETC. REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
- 5. UPON COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS TO THE HAUL ROAD AND CONTRACTOR STAGING AREA AS ORDERED BY THE ENGINEER. THE REPAIRS TO THE HAUL ROAD AND STAGING AREA SHALL BE INCIDENTAL TO THE PROJECT.
- 6. THE OWNER RESERVES THE RIGHT TO CONTRACT AND PERFORM OTHER OR ADDITIONAL WORK ADJACENT TO AND WITHIN THE WORK AREA COVERED BY THIS CONTRACT. WHEN SEPARATE CONTRACTS ARE LET WITHIN THE LIMITS OF ANY ONE PROJECT, EACH CONTRACTOR SHALL CONDUCT HIS WORK SO AS NOT TO INTERFERE WITH OR HINDER THE PROGRESS OR THE COMPLETION OF THE WORK BEING COMPLETED BY OTHER CONTRACTORS. THE CONTRACTORS WORKING ON THE SAME PROJECT SHALL COOPERATE WITH EACH OTHER AS ORDERED BY THE ENGINEER. ANY ADDITIONAL EFFORT OR WORK REQUIRED FOR SUCH COORDINATION WITH OTHER CONTRACTORS SHALL BE INCIDENTAL TO THE PROJECT AND NO SEPARATE MEASUREMENT OR PAYMENT WILL BE MADE. REFERENCE IS DIRECTED TO SECTION 50 OF THE SPECIFICATIONS. CONTRACTOR IS MADE AWARE THAT THERE MAY BE OTHER CONSTRUCTION PROJECTS BEING CONSTRUCTED AT THE AIRPORT IN THE VICINITY OF THIS PROJECT.
- 7. NO DEBRIS OF ANY NATURE SHALL BE ALLOWED IN ACTIVE AIRCRAFT OPERATIONS AREAS. ALL LOOSE MATERIALS (DIRT, STONE, PAVEMENT, FORMING, ETC.) MUST BE KEPT WITHIN THE LIMITS OF CONSTRUCTION. WHEN THE CONSTRUCTION BARRIERS ARE MOVED DURING CONSTRUCTION, THE CLEANUP OF THE AREAS OUTSIDE THE BARRIERS SHALL OCCUR PRIOR TO MOVING. IN ADDITION, NO LOOSE MATERIALS THAT COULD BLOW INTO AIRCRAFT OPERATIONS AREAS SHALL BE ALLOWED IN THE CONSTRUCTION AREA.
- 8. THE CONTRACTOR'S EMPLOYEE PARKING SHALL BE IN THE STAGING AREA AS SHOWN. AT THE END OF EACH WORK DAY, THE CONTRACTOR SHALL POSITION ALL EQUIPMENT, TOOLS, MATERIAL, ETC., IN THE APPROVED CONTRACTOR'S STAGING AREA UNLESS OTHERWISE REQUESTED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. ALL VEHICLES SHALL BE CLEARED BY AIRPORT MANAGEMENT TO GAIN ACCESS INSIDE FENCE. ALL VEHICLES AND EQUIPMENT OPERATING INSIDE FENCE SHALL BE MARKED OR LIGHTED.
- 9. THE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE ON THE PROJECT FOR THE COMPLETE DURATION OF THE PROJECT.
- 10. THE CONTRACTOR IS ADVISED THAT AIRCRAFT MAINTENANCE OPERATIONS ARE CONDUCTED ADJACENT TO THE PROJECT. SPECIAL ATTENTION TO DUST CONTROL WILL BE REQUIRED DURING THE COURSE OF THE PROJECT. THE USE OF WATER AND CALCIUM CHLORIDE SHALL BE ANTICIPATED. THE ENGINEER RESERVES THE RIGHT TO HALT WORK OR HAULING IN NON—CONFORMING AREAS, IF CORRECTIVE ACTIONS ARE NOT PROMPTLY TAKEN BY THE CONTRACTOR TO CONTROL DUST.
- 11. ALL DEMOLISHED MATERIAL IS TO BE DISPOSED OF OFFSITE BY THE CONTRACTOR AT HIS/HER EXPENSE, UNLESS OWNER SPECIFICALLY REQUESTS TO KEEP ANY REMOVED MATERIAL.
- 12. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR HAVING VISITED THE SITE AND HAVING FAMILIARIZED HIMSELF WITH EXISTING CONDITIONS PRIOR TO SUBMITTING HIS BID.
- 13. THE CONTRACTOR SHALL SUBMIT A DETAILED PRODUCTION SCHEDULE AND DETAILED CPM PROJECT SCHEDULE TO THE ENGINEER AT THE PRE—CONSTRUCTION MEETING AND WITH ALL PAYMENT APPLICATIONS.
- 14. ALL SEEDING SHALL BE IN ACCORDANCE WITH PLANS AND SPECIFICATIONS.
- 15. CONTRACTORS OPERATING CONSTRUCTION VEHICLES AND EQUIPMENT ON THE AIRPORT MUST BE PREPARED TO EXPEDITIOUSLY CONTAIN AND CLEAN-UP SPILLS RESULTING FROM FUEL OR HYDRAULIC FLUID LEAKS.
 TRANSPORT AND HANDLING OF OTHER HAZARDOUS MATERIALS ON AN AIRPORT ALSO REQUIRES SPECIAL PROCEDURES. SEE FAA'S ADVISORY CIRCULAR 150/5320-15, MANAGEMENT OF AIRPORT INDUSTRIAL WASTE.
- 16. CONTRACTOR SHALL CONTACT AIRPORT MANAGEMENT FOR MEDICAL, FIRE FIGHTING, AND POLICE RESPONSE. THIS WILL BE DISCUSSED AT THE PRE-CONSTRUCTION MEETING WITH THE OWNER.
- 17. THE CONTRACTOR SHALL CONDUCT DAILY INSPECTIONS TO ENSURE CONFORMANCE WITH THE CSPP. THESE INSPECTIONS SHALL INCLUDE FOREIGN OBJECT DEBRIS (FOD) DETECTION AND REMOVAL. A FINAL INSPECTION WILL BE HELD AT THE END OF CONSTRUCTION TO ENSURE CONFORMANCE WITH THE CONTRACT DOCUMENTS. IF ANY FOD IS FOUND ON THE AIRFIELD SIDE OF THE TERMINAL, IT MUST BE CLEANED IMMEDIATELY BY THE CONTRACTOR.
- 18. CONTRACTOR SHALL ABIDE BY THIS CSPP AND THE FAA'S ADVISORY CIRCULAR 150-5370-2 (CURRENT EDITION), OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION, AT ALL TIMES WHILE WORKING ON THE AIRPORT. FAILURE TO DO SO MAY RESULT IN PENALTIES, SUCH AS FOR RUNWAY INCURSIONS.
- 19. IN ADDITION TO CONTRACTOR INSPECTIONS, THE ENGINEER, AND OWNER SHALL PERFORM ADDITIONAL ONSITE INSPECTIONS THROUGHOUT THE PROJECT WITH IMMEDIATE REMEDY OF ANY DEFICIENCIES WHETHER CAUSED BY NEGLIGENCE, OVERSIGHT, OR PROJECT SCOPE CHANGE.

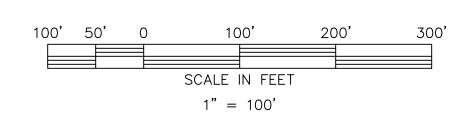
PHASING NOTES:

- CONTRACT TIME:

 THE CONTRACTOR SHALL HAVE A TOTAL OF SIXTY (60) CALENDAR DAYS TO COMPLETE THE BASE BID.

 LIQUIDATED DAMAGES IN THE AMOUNT OF \$1,000.00 PER CALENDAR DAY WILL BE ASSESSED AGAINST THE

 CONTRACTOR FOR EVERY CALENDAR DAY THAT THE CONTRACT TIME IS EXCEEDED.
- 2. SHOULD THE CONTRACTOR NEED ADDITIONAL STAGING AREA, A REQUEST MUST BE MADE IN WRITING TO THE
- 3. ALL WORK IN THIS PROJECT IS OUTSIDE OF ANY ACTIVE RUNWAY/TAXIWAY SAFETY AREA (RSA/TSA.)
 CONTRACTOR MAY NOT ENTER ANY ACTIVE SAFETY AREA AT ANY TIME HE/SHE IS ONSITE. ALL AIRFIELD
 PAVEMENTS WILL REMAIN OPEN TO TRAFFIC THROUGHOUT THE DURATION OF THE PROJECT.
- 4. ALL WORK INVOLVING CONSTRUCTION OPERATIONS WITHIN THE SECURED AREA SHALL BE COORDINATED WITH THE RPR AND THE OWNER.
- 5. OPEN TRENCHES, EXCAVATION, DROP-OFFS, AND STOCKPILED MATERIAL WILL NOT BE PERMITTED INSIDE SAFETY AREA OF ACTIVE RUNWAY/TAXIWAYS. COVERINGS FOR OPEN TRENCHES MUST BE OF SUCH STRENGTH TO SUPPORT CRITICAL AIRCRAFT AS DETERMINED BY THE ENGINEER AND AIRPORT DIRECTOR. ALSO SEE TEMPORARY SAFE-UP DETAIL.
- 6. A DAILY STARTUP AND SHUTDOWN CHECKLIST WILL BE JOINTLY PREPARED BY THE CONTRACTOR AND AIRPORT MANAGEMENT, WHICH WILL BE FOLLOWED THROUGHOUT THE PROJECT. THIS CHECKLIST SHALL INCLUDE, BUT NOT BE LIMITED TO, BARRICADES, FLAGS, HAUL ROUTES, SECURING ALL GATES, CLEAN UP, ETC.
- 7. THE CONTRACTOR SHALL COORDINATE INGRESS-EGRESS REQUIREMENTS WITH THE AIRPORT MANAGEMENT. ALL OPEN GATES TO SECURED AIRPORT AREAS SHALL BE MONITORED CONTINUOUSLY BY CONTRACTOR'S GATE GUARD PERSONNEL TO CONTROL ACCESS TO SECURED AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING AND LOCKING ALL GATES AT THE END OF EACH DAY'S OPERATIONS WITH MASTER-BRAND KEYED LOCK, OR APPROVED EQUAL. CONTRACTOR SHALL PROVIDE THE LOCK FOR THE GATE AND PROVIDE AN EXTRA KEY TO THE AIRPORT DIRECTOR. ANY OF THE CONTRACTOR'S OR SUBCONTRACTORS' PERSONNEL FOUND IN RESTRICTED AREAS OR CROSSING ACTIVE RUNWAYS, TAXIWAYS, AIRCRAFT PARKING RAMPS, ETC WITHOUT PRIOR APPROVAL FROM AIRPORT MANAGEMENT WILL BE PROMPTLY AND PERMANENTLY REMOVED FROM THE PROJECT.
- 8. THE CONTRACTOR SHALL PROVIDE CULVERTS WHEREVER HE/SHE CROSSES DITCHES IN THE HAUL ROUTE AND STAGING AREAS. THE CULVERTS SHOULD THEN BE COVERED WITH GRAVEL OR DIRT. THESE ITEMS SHALL BE REMOVED AT THE END OF THE PROJECT, AND ALL DITCHES SHALL BE RETURNED TO ORIGINAL CONDITION. THERE SHALL BE NO PAY ITEM FOR ANY OF THESE MEASURES.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PENALTIES ASSOCIATED WITH CONTRACTOR AND SUBCONTRACTOR'S THAT ARE INVOLVED IN A VEHICLE DEVIATION/RUNWAY INCURSION.
- 10. ALL CONTRACTOR AND SUBCONTRACTOR EMPLOYEES SHALL ENTER THE AIRPORT WITHIN CONTRACTOR VEHICLES.
- 11. AREAS OUTSIDE THE PROJECT LIMITS ARE DESIGNATED AS RESTRICTED AREAS. THE CONTRACTOR'S FORCES ARE PROHIBITED FROM ENTERING RESTRICTED AREAS AT ANY TIME, UNLESS SPECIFICALLY AUTHORIZED BY THE RPR OR AIRPORT MANAGEMENT.
- 12. CONTRACTOR SHALL NEVER USE AIRFIELD PAVEMENT AS A HAUL ROUTE.
- 13. IT IS THE INTENT OF THIS PHASING PLAN TO MINIMIZE CONFLICTS BETWEEN CONSTRUCTION AND AIRCRAFT OPERATIONS. HOWEVER, AIRCRAFT ON THE RAMP HAVE RIGHT OF WAY AT ALL TIMES THROUGHOUT THIS PROJECT, AND CONTRACTOR MUST GIVE WAY TO AIRCRAFT.
- 14. WHEN WORKING AROUND THE TERMINAL BUILDING, CONTRACTOR SHALL MAINTAIN PEDESTRIAN ACCESS IN AND OUT OF THE BUILDING AT ALL TIMES.
- 15. NO MECHANIZED EQUIPMENT SHALL BE ALLOWED INSIDE THE SECURITY FENCE.



RUNWAY/TAXIWAY SAFETY AREAS:

- CONTRACTOR SHALL NOT BE PERMITTED TO ENTER ANY RUNWAY/TAXIWAY SAFETY AREA (RSA/TSA) AT ANY TIME DURING THE PROJECT.
- NO PERSONNEL, MATERIAL, AND/OR EQUIPMENT AS DEFINED IN AC 150/5300-13A, PARAGRAPH 308 MAY PENETRATE THE RUNWAY OBSTACLE FREE ZONE (ROFZ) WHILE RUNWAY IS OPEN.
- 3. COORDINATE CONSTRUCTION ACTIVITY WITH AIRPORT MANAGEMENT.
- 4. THERE SHALL BE NO OPEN TRENCHES ADJACENT TO ANY ACTIVE AIRFIELD PAVEMENT DURING ANY PORTION OF THIS PROJECT.
- 5. THE CONTRACTOR SHALL SUBMIT A DETAILED PRODUCTION SCHEDULE AND DETAILED CPM PROJECT SCHEDULE TO THE ENGINEER THREE DAYS <u>PRIOR</u> TO THE PRE—CONSTRUCTION CONFERENCE AND WHEN SUBMITTING REQUESTS FOR PAYMENT.

NOTAMS:

AIRPORT MANAGEMENT WILL ISSUE THE NECESSARY NOTAMS TO REFLECT HAZARDOUS CONDITIONS. IT IS IMPORTANT THAT NOTAMS BE KEPT CURRENT AND REFLECT THE ACTUAL CONDITIONS WITH RESPECT TO CONSTRUCTION SITUATIONS. ACTIVE NOTAMS SHALL BE REVIEWED PERIODICALLY BY CONTRACTOR AND AIRPORT MANAGEMENT AND REVISED TO REFLECT THE CURRENT CONDITIONS.

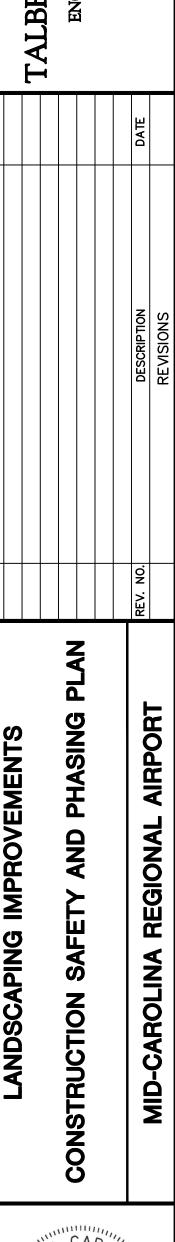
24-HOUR CONTACT:

VALERIE STEELE – AIRPORT DIRECTOR PH: 704-216-7749

CTAF/UNICOM FREQUENCY: 122.725

CONTRACTOR SHALL OBTAIN 24/7 CONTACT INFORMATION FOR ALL PARTIES IN THE CONSTRUCTION RELATED ACTIVITY, SUCH THAT IN THE EVENT OF EMERGENCY THE NECESSARY ACTIONS CAN BE TAKEN TO MAINTAIN THE SAFETY OF AIRPORT OPERATIONS, NAVAIDS, AND UTILITY OUTAGES.

LEGEND							
	EXISTING	PROPOSED					
ENCE	_ ×						
REE/BRUSH LINE	~~~						
ONTRACTOR'S STAGING AREA							
ONSTRUCTION LIMITS							
IRPORT PROPERTY LINE	——PL——						
UNWAY OBJECT FREE AREA (ROFA)	— ROFA —						



Designed

hecked

Sheet No.

JAS

September 20

AS SHOWN

3708-1901

ADDENDUM NO. ONE (1) TO LANDSCAPING IMPROVEMENTS MID-CAROLINA REGIONAL AIRPORT SALISBURY, NORTH CAROLINA TBE PROJECT NO. 3708-1901

November 5, 2021

From: Talbert, Bright & Ellington, Inc.

3525 Whitehall Park Drive

Suite 210

Charlotte, North Carolina 28273

To: All Plan Holders of Record

This Addendum is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original specification shall remain in effect in their respective order. Acknowledge receipt of this addendum by inserting its number and date in the proposal form.

SPECIFICATIONS

PROPOSAL REQUIREMENTS AND CONDITIONS

1. <u>REPLACE</u> pages PRO-3 through PRO-7 with the attached pages PRO-3 through PRO-7 of Addendum No. One (1). *The original line item 22 "Whitewashing of Building" has been removed from the contract.*

ADVERTISEMENT FOR BIDS

2. REPLACE the Advertisement for Bids with the Re-Advertisement for Bids of Addendum No. One (1).

PROJECT SPECIAL PROVISIONS

3. In section PSP-1, <u>REVISE</u> the deadline for submitting questions from Thursday, September 29, 2022 to Friday, October 21, 2022.

PLANS

1. <u>DELETE</u> all occurrences of whitewashing the building on all plan sheets.

ATTACHMENTS

- PRO-3 through PRO-7 Re-Advertisement for Bids 1.
- 2.

END OF ADDENDUM NO. ONE (1)

BID SCHEDULE - BASE BID

	SPEC.	DESCRIPTION & UNIT	OTV	LINET	UNIT	EXTENDED
NO.	NO. C-102	PRICE IN WORDS TEMPORARY FILTER SOCK @ (Write Unit Price In Words)	60	UNIT LF	PRICE	TOTAL
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	24	EA			
		@ (Write Unit Price In Words)					
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		<u> </u>	_
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	2,400	SF	
21	or Lo.	@ (Write Unit Price In Words)	2,400	31	
22	329200	SEEDING @ (Write Unit Price In Words)	2	AC	

|--|

READVERTISEMENT 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 10:00 A.M. (local time), Friday, October 28, 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. The scope of work consists of approximately 15 trees, 600 shrubs, planting beds and riverstone.

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.

ADDENDUM NO. ONE (1) TO LANDSCAPING IMPROVEMENTS MID-CAROLINA REGIONAL AIRPORT SALISBURY, NORTH CAROLINA TBE PROJECT NO. 3708-1901

November 5, 2021

From:

Talbert, Bright & Ellington, Inc.

3525 Whitehall Park Drive

Suite 210

Charlotte, North Carolina 28273

To:

All Plan Holders of Record

This Addendum is hereby made a part of the contract documents and specifications of the above referenced project. All other requirements of the original specification shall remain in effect in their respective order. Acknowledge receipt of this addendum by inserting its number and date in the proposal form.

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REPLACE pages PRO-3 through PRO-7 with the attached pages PRO-3 through PRO-7 of Addendum No. One (1). The original line item 22 "Whitewashing of Building" has been removed from the contract.

ADVERTISEMENT FOR BIDS

2. REPLACE the Advertisement for Bids with the Re-Advertisement for Bids of Addendum No. One (1).

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 In section PSP-1, <u>REVISE</u> the deadline for submitting questions from Thursday, September 29, 2022 to Friday, October 21, 2022.

PLANS

1. **DELETE** all occurrences of whitewashing the building on all plan sheets.

ATTACHMENTS

- PRO-3 through PRO-7
- Re-Advertisement for Bids

END OF ADDENDUM NO. ONE (1)

BID SCHEDULE - BASE BID

ITEM NO.	SPEC.	DESCRIPTION & UNIT PRICE IN WORDS	QTY	UNIT	UNIT	EXTENDED
1	C-102	TEMPORARY FILTER SOCK @ (Write Unit Price In Words) TWYNTY dollars	60	LF	20.00	1,200.00
2	C-102	TEMPORARY EXCELSIOR MATTING (Write Unit Price In Words) INCRO COLLARS and Fifty Cor	600	SY	3,50	2160.00
3	C-102	TEMPORARY FILTER SOCK INLET PROTECTION (Write Unit Price In Words) ON Nundred Fifty dollars	4	EA	150.00	_600.00
4	C-105	MOBILIZATION G-(Write Unit Price In Words) Ten thousand five hundred dollar	5	LS	10500,00	
5	SPEC.	ARMSTRONG FREEMAN MAPLE @ (Write Unit Price In Words) FIVE hundred thirty dollars	-	EA	530.00	1000.00
6	SPEC.	HERITAGE RIVER BIRCH MULTI-TRUNK @ (Write Unit Price In Words) Six hundred Sixty five dollar	4 S -	EA	465.00	2660.00
7	SPEC.	CHEROKEE CRAPE MYRTLE @ (Write Unit Price In Words) Three hundred fifty-five dolla	2	EA	355,00	710.00
8	SPEC.	SLENDER SILHOUETTE SWEET GUM @ (Write Unit Price In Words) Four hundred Seventy three dol	avs	EA	473.00	1892.00

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9	SPEC.	NUTTALL OAK @ (Write Unit Price In Words) Six hundred Sixty five dollars	3	EA	1005,00	1995,00
10	SPEC.	BLACK MOUNTAIN SPLITBEARD BLUESTEM @ (Write Unit Price In Words) One hundred nineteen dollars	80	EA	119,00	9530.00
11	SPEC	FIBER OPTICS BUTTONBUSH @ (Write Unit Price In Words), One hundred faur dollars	24	EA	104.00	2496,00
12	SPEC	RUBY SLIPPERS OAKLEAF HYDRANGEA @ (Write Unit Price In Words) ONE MUMAICA FOUR dollars	21	EA	104,00	2184,50
13	SPEC.	PARSONI JUNIPER @ (Write Unit Price In Words) four dullars	40	EA	164.00	4160.00
14	SPEC.	PURPLE DIAMOND LOROPETALUM @ (Write Unit Price In Words) One hundred thirty-three dalk	50 50°S	EA	133,00	4650.00
15	SPEC.	MONDO GRASS @ (Write Unit Price In Words) Thirty-Six dollars	18	EA	36.00	648.00
16	SPEC.	GIANT PLUME GRASS @ (Write Unit Price In Words) One hundred four dollars	57	EA	104,00	5928.00

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17	SPEC.	AUTUMN JAZZ ARROWOOD VIBURNUM	29	EA	252,00	7308,00
		Two hundred fifty-two dollars				
		Two hundred titty-two dollars				
18	SPEC.	REGAL MIST PINK MUHLY GRASS	50	ΕA	51.00	2550.00
	01 20.	@ (Write Unit Price In Words)	50	2,		- A - S - S - S - S - S - S - S - S - S
		7779 ON CONTOUS				
10	SPEC.	BLUE RUG JUNIPER	225	ΕΛ	DN 90	115 NA 00
19	SPEC.	@ (Write Unit, Price In Words)	225	EA	90,	4000,00
		wenty actus				
	0050	51 AVENUA DED			2 00	OUARA (S)
20	SPEC.	@ (Write Unit Price In Words)	12,000	SF	2	24000.90
		Tuo dollars				
						1 ~ 1 . 810 . 80
21	SPEC.	@ (Write Unit Price In Words)	2,400	SF	6.50	15600.00
		Six dollars and titty cents	>			
					10.0	A 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
22	329200	@ (Write, Unit Price In Words)	2	AC	1200,00	2400,00
	¥.	Write Unit Price In Words) dollars				

BASE BID AMOUNT: \$ 10,661.00

ITB 2023-006a Landscaping Improvements; Mid-Carolina Regional Airport

10/28/2022 10:00

Vendor	Total Cost	
Lineberger Construction	\$137,833.00	
Country Boy Landscaping, Inc.	\$110,661.00	
_		

Bid Opening Attendees

Anna Bumgarner - RoCo Jody Farrow-Bennett - RoCo Valerie Steele - RoCo Andy Shook - Engineer Rep from Country Boy Landscaping Rep from Lineberger Construction

I hereby certify that this is a true tabulation of the bids received.

10/28/2022

Jody Farrow-Bennett, Purchasing Director

1. M. Janon-Bunt

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, Director of Grants Administration/Gov't Relations

DATE: 10/31/22

SUBJECT: Request to Participate in FEMA BRIC 2022 C&CB Program

On October 3rd, 2022, the Centralina Regional Council (Centralina) submitted a Letter of Interest (LOI) on behalf of Rowan County to the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) 2022 Program Capacity and Capability Building (C&CB) application process.

The BRIC application is to examine and identify a priority area in the county for flood mitigation efforts and possible solutions in accordance with Rowan County's HMP and FEMA's regulations. The findings from this scoping grant may be used to inform future FEMA BRIC applications for the construction costs to implement the preferred mitigation measures.

In continuation of the Regional Resilience Collaborative's efforts, Centralina is providing technical assistance at no additional cost to assist Rowan County to participate in the FEMA Building Resilient Infrastructure and Communities (BRIC) 2022 application to North Carolina Department of Public Safety (NCDPS).

There is a 10% local match requirement, which is proposed to be in the form of in-kind value of \$7,500, which can be in the form of donated resources, time, materials, and equipment. Such in-kind donation will be documented as part of the BRIC reporting requirements.

Recommendation: The Board of Commissioners to approve Rowan County to partner with Centralina Regional Council to apply to the 2022 FEMA BRIC Program Capacity and Capability Building program, including the commitment of up to \$7,500 in-kind match.

ATTACHMENTS:

DescriptionUpload DateTypeMemo from Christina Danis. Centralina10/31/2022Cover Memo

MEMO TO COMMISSIONERS:

FROM: Christina Danis, Director of Community Economic Development, Centralina

DATE: 10/28/2022

SUBJECT: Request for Approval to Participate in the Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) 2022 Program Capacity and Capability Building (C&CB) application process

On October 3rd, 2022, the Centralina Regional Council (Centralina) submitted a Letter of Interest (LOI) on behalf of Rowan County. The BRIC application support is a continuation of the work of the Centralina Regional Council and its partnership with the nine-county regional Emergency Management (EM) representatives via the Regional Resilience Collaborative (RRC). The Centralina RRC was established in April 2021 to enhance regional resilience capabilities and better prepare the region for future disasters and economic shocks.

In continuation of the RRC's efforts, Centralina is providing technical assistance at no additional cost to assist Rowan County to participate in the FEMA Building Resilient Infrastructure and Communities (BRIC) 2022 application to North Carolina Department of Public Safety (NCDPS). The purpose of this work is to address the repetitive history of flooding identified in Rowan County as part of the county's Hazard Mitigation Plan (HMP) and support the ability to reduce floods in the future.

The funding structure for this \$75,000 application is as follows: because Rowan County is identified by FEMA as an Economically Disadvantaged Rural County (EDRC) 90% of the grant or \$67,500 is Federally funded and 10% or \$7,500 is required to be funded as part of the local match. The Local Match portion of this project can be covered through in-kind contributions, or non-monetary contributions, eaning that this local match of \$7,500 can be satisfied through documentation of donated resources, including time, materials, and equipment.

The BRIC application is to examine and identify a priority area in the county for flood mitigation efforts and possible solutions in accordance with Rowan County's HMP and FEMA's regulations. The findings from this scoping grant may be used to inform future FEMA BRIC applications for the construction costs to implement the preferred mitigation measures.

During the week of October 17th, the Centralina RRC received notice that the BRIC 2022 LOI was listed as a backup project in the event another project is unable to move forward. In anticipation of this possibility, Centralina RRC has chosen to move forward to the full application in order to avoid a last second scramble if the project is selected. As a result, the application process is seeking The Commissioners approval of the \$7,500 Local Match, before moving forward and preparing the full application for this funding opportunity. The draft application is due November 18th, 2022, to NCDPS for the next steps in the review process and a determination if it will ultimately be funded as part of this year's BRIC C&CB discretionary state funds.

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: 11/7/2022

SUBJECT: Sale of Surplus Equipment

In accordance with G.S. 160A-270(c), the Finance Department is requesting the Board of Commissioners approval to declare the below vehicles as surplus. and to allow the Finance Department to sell the surplus property by electronic auction site, GovDeals.com. Proceeds from this sale will go back to the proper funding source.

1)E-Z Go electric golf cart Serial Number 1091990 2)Ruff and Tuff Serial Number 2010-0102 VIN 5UHHA082279W00D488

The Finance Director is also requesting the Board's approval that if an item declared as surplus cannot be sold because of being damaged, missing essential pieces or deemed a safety hazard to a purchaser it can be disposed of at the Rowan County Landfill under the supervision of the Environmental Director.

Also, if an item declared as surplus does not sell during the auction period it can be disposed of at the Rowan County Landfill under the supervision of the Environmental Director.

Attached are photos of the items and memo from the Sheriff.

The Board of Commissioners declares 1) E-Z Go Electric Golf Cart and 2) Ruff and Tuff be deemed surplus property, the Finance Director is authorized to sell the surplus property by electronic auction on GovDeals.com, if property is damaged or not safe to be sold it must be disposed of and not offered for sale and any property not purchased during the sale process will be disposed of at the Rowan County Landfill.

ATTACHMENTS:

Description Upload Date	ıype
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11-1- - - D -4-

Sheriff Memo	10/31/2022	Cover Memo
E-Z Go	10/31/2022	Backup Material
Ruff and Tuff	10/31/2022	Backup Material



ROWAN COUNTY SHERIFF'S OFFICE KEVIN L. AUTEN, SHERIFF

232 NORTH MAIN STREET, SALISBURY, NORTH CAROLINA 28144 TELEPHONE: 704-216-8700 FAX: 704-216-8674

Memo

Date: October 5, 2022

To: Anna Bumgarner, County Finance Director,

From: Kevin L. Auten, County Sheriff

Subject: Surplus Items

The Rowan County Sheriff's Office currently has two pieces of equipment that need to be declared surplus because it is cost prohibitive to repair either item. Both items were obtained through the Federal Asset Sharing Program.

The First item is Ruff & Tuff electric vehicle which was purchased new in 2009 by the Sheriff's Office. All information about this vehicle is included with this email and request.

The second item is an E-Z-Go electric golf cart that was given to the Rowan County Sheriff's Office by the Rowan County ABC Police. At the time the ABC Board voted to do away with the enforcement officers and therefore had surplus equipment. The golf cart is green and has to be at least 20 years old. Serial number is unknown.

I request these two items be sold and the funds returned to the Federal Asset Account as required by law. I am certainly available for any questions or concerns about this request.

CERTIFICATE OF ORIGIN FOR A VEHICLE

RUFF & TUFF

YEAR

2009

N/A

ELECTRIC VEHICLES, INC.

DATE

OCTOBER 1, 2009 VEHICLE IDENTIFICATION NO.

5UHHA08279W000488 BODY TYPE

LOW SPEED VEHICLE

1.9

2625 LBS

INVOICE NO.

5164 1R+0179

MAKE

RUFF & TUFF shipping weight

1625 LBS SERIES OR MODEL

HA-08-2

This vehicle conforms to Federal Regulations under Title 49 CFR Part 571.500.

I, the undersigned authorized representative of the company, firm or corporation named below, hereby certify that the new vehicle described above is the property of the said company, firm or corporation and is transferred on the above date and under the Invoice Number indicated to the following distributor or dealer.

NAME OF DISTRIBUTOR, DEALER, ETC.

BOST TUNE UP & BRAKE SERVICE 6540 HIGHWAY 152 EAST ROCKWELL NC 28138

It is further certified that this was the first transfer of such new vehicle in ordinary trade and commerce.

RUFF & TUFF ELECTRIC VEHICLES, INC.

BY

R&T 00001536

(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(AGENT)

WINNSBORO, SC 29180

FORM # CO-MPI

CITY - STAT

DMV File:

North Carolina Division of Motor Vehicles LICENSE & THEFT BUREAU

INSP. File: R49209 153

Report of Examination of a Motor Vehicle

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VEHICLE EXAMINED TO VERIFY VIN NUMBER AND MILAGE. PVIN LOCATED ON PLATE CENTER OF SEAT RISER. GOLF CART CONVERTED TO LOW SPEED VEHICLE, EQUIPED WITH LIGHTS, DOWNETER AND SPEEDOMETER																			
SVIN Code:	s: E: Er	igine.	T=Tra	nsmis	sion. I	=J rar	ne. O	Othe	r	*****		ACCEPTANCE OF THE	ed a Constantino	Western Street					
Inchector															T.	158 J. 44		49.7	Dage 11/12/04



LSV Package Packing List

- 1. LSV Certification Letter
- 2. LSV Logo and Label Placement Instructions
- 3. 3" x 5" Warning Label
- 4. 3.5" x 3.5" Silver VIN Decal
- 5. 7.99" x 3" LSV Logo
- 6. 3" x 1" LSV Logo
- 7. (2) Reflectors for rear panel
- 8. Manufactures Certificate of Origin
- 9. LSV Certified Windshield with Wiper

We appreciate your purchase of the LSV upgrade package. You can now take your Ruff and Tuff to the next level.



October 01, 2009

To Whom It May Concern:

The following Ruff & Tuff Electric Vehicle has conformed to all federal guidelines of 49 CFR Part 571.500.

VIN: 5UHHA08279W000488

Make: Ruff & Tuff Model: Hunter 4x4

Year: 2009

If there are any discrepancies, please call 800-997-3547.

Sincerely.

Jessie Shealy

Bost Tune-up & Argo ATV Sales LLC

6540 Highway 152 East Rockwell, NC 28138

Invoice

Date	Invoice #		
8/19/2009	26845		

Bill To	
ROWAN COUNTY SHERIFF'S 232 N. MAIN STREET SALISBURY, NC 28144	

Ship To 1704-216-8700 Patrick Carmon 1704-216-8567

P.O. Number	Terms		Rep Ship	Rep	Via F	F.O.B.	Project	
10-010742	Due on receip	01		8 19 2009				
Quantity Item Code			Description				Each	Amount
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GM201I05 ROWAN COUNTY

Encumbrance Transaction

2/27/20 09:11:07

Group number : 1925
Accounting period . . : 03/2010
Posting date : 09/01/2009 mm/yyyy mm/dd/yyyy

Transaction information:

Transaction date . . . : 09/01/2009 mm/dd/yyyy

PO number : 010742

Account number : 101-4416-421.74-05 C/A:ASSET FORFEITURE-FED

Project number :

Description 1 4X4 Electric Car

Description 2 :

Transaction type code .:

Press Enter to continue.

F3=Exit F12=Cancel F15=Group Inquiry F20=Imaging GM201I06 ROWAN COUNTY

Accounts Payable Transaction

2/27/20

09:08:50

Group number : 2330 Finance DMS Accounting period . . : 03/2010 mm/yyyy Posting date : 09/23/2009 mm/dd/yyyy Transaction date . . . : 09/25/2009 mm/dd/yyyy Invoice number : 26845 Account number : 101-4416-421.74-05 C/A:ASSET FORFEITURE-FED Project number : Amount : 8,911.98 Liquidated amount . . . : 8,911.98 Last voucher Discount amount . . . : .00 Retainage amount . . . : .00 Net transaction amount . : 8,911.98 Voucher number : 001063 PO number : 010742 350 BOST TUNE UP & BRAKE SERVICE

Transaction type code .:

F3=Exit F12=Cancel F15=Group Inquiry F24=More keys





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: Commissioner Mike Caskey

DATE: November 1, 2022

SUBJECT: Leadership Development Program

Please find attached the proposed Pilot Leadership Development Program. The total cost is projected to be \$15,000 a year.

Food for classes \$4,000 Books \$2,000 DiSC Personal Assessment Tools \$4,000 Miscellaneous \$5,000

Move to approve the attached outline of the Leadership Development Program and budget allowing the County Manager to make changes to the program and budget as development continues or as needed with Module 1 staring in January 2023.

Authorize the County Manager to transfer \$15,000 from contingency to EMPLOYEE APPRECIATION PGM 1154131 – 582002 line item to be used to fund the Leadership Develop Program

ATTACHMENTS:

DescriptionUpload DateTypeLeadership Rowan Development Program11/1/2022Cover Memo

^{*}Above amounts are estimated with the exception of the bonus to top graduates.



Rowan County Leadership Development Program (RCLDP)

Overview

The Rowan County Leadership Development (RCLDP) is a 9-month, module-based program and includes a blend of in-person workshops, virtual sessions, and self-study, designed to help employees develop professionally and become future leaders. The RCLDP seeks to develop talent we already have into future leaders.

SECTION 1. Eligibility- Any full-time Rowan County employee who is not a director (or assistant director or equivalent to an assistant director), who has not received any adverse personnel actions in the last year, and receives supervisor support is eligible to attend, space permitting.

SECTION 2. Attendance- Commitment to attend and participate in all sessions and activities is required. Each module will take one (1) full working day. Participants will be paid a regular rate of pay during in person / virtual modules. Because this program is voluntary, time to do homework and class preparation outside of the normal work week will not be paid.

SECTION 3. Participation in RCLDP will broaden your Local Government knowledge and help you become more effective as a leader in the following areas:

- County Structure
- Leadership
- Ethics
- Communication
- Human Resource Management
- Problem Solving
- Budgeting and Public Dollars
- Change Management

SECTION 4. Class size in RCLDP is limited to 15 participants per year.

SECTION 5. Administration in RCLDP will be administered by the County Managers Office.

How to Apply:

To take part in the Rowan County Leadership Development Program, fill out the application and submit the following:

- Participant Application
- Current Resume
- Typed statement of why you want to participate in RCLDP
- Recommendation letter from supervisor

Outline

Module 1- County Structure

Module 2- Leadership

Module 3- Ethics

Module 4- Communication

Module 5- Human Resource Management

Module 6- Problem Solving

Module 7- Budgeting & Public Dollars

Module 8- Change Management and Influence

Module 9- Conclusion

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: Wendell R Main II, Rowan County Assessor

DATE: 10/25/2022

SUBJECT: Public Hearing for 2023 Schedule of Values

Conduct Public hearing required to be held in accordance with NC General Statute 105-317 as part of the process of adopting the Schedule of Values, Standards and Rules to be used in the Rowan County 2023 Revaluation.

- 1. Conduct public hearing.
- 2. At conclusion of hearing we must wait at least 7 days before adoption.
- 3. Staff will submit agenda item for adoption at November 21, 2022.

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: James Meacham, Rowan Tourism Exec. Director; Ann Kitalong-Will, Dir. Grants

Admin/Govt Relations

DATE: 10/28/22

SUBJECT: Rowan County Tourism Wayfinding Signage ARPA Funding Request

Rowan County Tourism Development Authority (RCTDA) will present a proposal, "ARPA Tourism Funding Request: County Wayfinding Signage." The Board of Commissioners is asked to consider the request.

The county's Director of Grants Administration/Government Relations has reviewed the project, and has received feedback from Planning, Facilities, Finance, and the County Attorney as well as reviewed ARPA regulations in relation to this proposal. Should the Board choose to approve this proposal, the Grant Administrator's evaluation shows that such funding would be available and allowable under the Revenue Replacement category of ARP funding.

ATTACHMENTS:

DescriptionUpload DateTypeARPA Tourism Funding Request:
Wayfinding Signage10/28/2022Cover Memo



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Rowan County Tourism Fiscal Year 2022-23 ARPA Tourism Funding Request: County Wayfinding Signage





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Contents:

Memorandum: Tourism Funding Request

Benefits & Rationale

Project Estimation Budget

Sample Signage

Maps of Sign Locations



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MEMORANDUM

TO: Board of Commissioners, County Manager, County Attorney

FROM: Rowan County Tourism Development Authority

DATE: September 1, 2022

RE: Fiscal Year 2022-23 ARPA Tourism Funding Request: County Wayfinding Signage

On behalf of the businesses, organizations, and employees of the Rowan County tourism, arts and hospitality industry, please accept our deepest thanks for your continued support and commitment to the health and economic well-being of Rowan County. The resources, time and energy allocated towards such efforts across the community are invaluable and greatly appreciated.

Past ARPA funding allocated specifically to Rowan County Tourism was vital in replacing lost tourism revenues, retiring funding obligations for the Farmers Market and providing for a COVID grant program for lodging and arts organizations who sustained significant fiscal losses from the pandemic. The resources approved by the Board of Commissioners are a testament to the County's leadership.

Rowan County Tourism respectfully requests additional ARPA funds for the growth and expansion of infrastructure that benefits all Rowan County municipalities, sites, businesses and the community at large. Additional ARPA funds would be utilized to support the development and implementation of community and tourism infrastructure in the form of a uniform and countywide directional wayfinding signage system.

The pandemic amplified the community's need for branded and recognizable directional support for its residents and visitors as they travel to key sites in Rowan County. These sites include, but are not limited to public institutions, government facilities, municipalities, parks, recreation, outdoor, culture, historical and agricultural sites. Wayfinding signage serves as a resource by supporting movement to and from community sites by travelers, while providing a regular and consistent welcoming message. Signage benefits also include:

- 1. **Location Association** While a resident or visitor is following a path to a particular destination for the first time, they are more likely to stay the course when accompanied with clear and identifiable signage. Each sign gives them vital, location-based information to help increase their knowledge about the area while also prompting opportunities to either extend their stay or return for future visits.
- 2. **Community Branding** Brand recognition is one of the highest values attributed to wayfinding signage. A community's brand creates a solid impression that is visually identifiable and amplified regularly through wayfinding signage. Wayfinding further supports quality of life in communities by presenting the community as a welcoming place. Wayfinding signs tell each visitor and resident they are welcome. Due to the wayfinding function, departments of transportation allow for such signs to be placed within their right of way. This amount of brand positioning would be impossible otherwise and is a benefit to a community seeking to support residents, visitors and businesses.
- 3. **Community Development** Communities have developed wayfinding and identity systems to enhance their brand, ease navigation and reinforce key sites and destinations. With the current climate, communities

have seen stronger wayfinding systems as a mechanism to sustain economic viability and recognition. Wayfinding further supports quality of life in communities by presenting it as a welcoming place.

- 4. **Safety Enhancements** Wayfinding provides safety enhancements for motorists and pedestrians. When a community has an organized wayfinding system, it is an additional guide for motorists and visitors heading to their destination and decreases the need to utilize distracting devices. These important wayfinding projects have been developed and integrated into the Manual on Uniform Traffic Control Devices, (MUTCD), which is utilized by the North Carolina Department of Transportation.
- 5. **Decrease Sign Clutter** A community-wide wayfinding signage system allows for consolidation of existing individual DOT signs to a more uniform system featuring multiple location points per sign. For example, a road may currently exhibit three DOT signs: for a courthouse, a library and a park. The three individual signs would be removed and replaced with one community specific wayfinding sign that lists all three locations. This eliminates three signs and adds one new sign for a net reduction of two signs.

Rowan County Tourism appreciates and is grateful for its sound working relationship with Rowan County. The partnership has ranged from community branding to economic development, and community development. Whether it is recruiting and supporting new hotel projects, constructing Farmers Markets or helping a local industry recover from a pandemic, the County has remained a steadfast and strong partner.

In seeking to further partner on community and economic development, Rowan County Tourism respectfully requests \$500,000 in ARPA funds for FY2022-23. These funds would be dedicated for Rowan Tourism to produce and install a uniform, countywide wayfinding signage system for Rowan County and its municipalities.

Based on the number of sites, locations, current DOT signs, miles of road, and municipalities in Rowan County, it is estimated to take up to 90 directional signs and 11 gateway welcome signs to complete the project and include all communities. The total funding request is based on a draft system already developed for the county with an approximate cost of \$502,000. Rowan Tourism has already funded all design fees and development costs of approximately \$40,000 and will fund any production costs above the ARPA funding of \$500,000.

A draft wayfinding signage system is currently under staff review at the Tourism Office. The system designer has mapped out the county and developed a complete system. Following approval of ARPA funding and completion of tourism staff review, Rowan Tourism will present to county staff for input and consideration. After staff reviews are complete, the system would be presented to each municipality, and finally to the Board of Commissioners for consideration and request for adoption. Upon adoption by the Board of Commissioners, the system would then be submitted to DOT for review and approval. All municipality meetings, staff reviews and presentation to Commissioners have a target completion by the end of calendar year 2022/early 2023.

Completing this one-time community and tourism infrastructure project will better position visitors and residents of Rowan County to safely travel and explore the community's public sites, while fostering greater community and economic development opportunities. The project will directly support continued recovery and growth in the local tourism industry, while enhancing the community through greater location association, branding, development and safety. Lastly, it will continue to position Rowan County as a destination that welcomes both its current and future residents, visitors and businesses.

Sincerely,

James Meacham Rowan County Tourism



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ROWAN COUNTYWIDE WAYFINDING SIGNAGE

BENEFITS & RATIONALE

BENEFITS:

- Provides visibility and accessibility to impacted industries (tourism, arts and culture), government services, public facilities, public health facilities, outdoor spaces, parks and recreation and healthy activities.
- Supports public sector capacity to serve its community by improving accessibility and access to critical community infrastructure and services across all communities
- Supports movement to and identify community sites including, but not limited to public institutions, government facilities, municipalities, parks, recreation, outdoor, cultural, historical and agricultural sites
- Supports broad-based, long-term community and economic growth

RATIONALE:

- Other communities are using ARPA funding for wayfinding, including but not limited to: City of Sumner, Washington; City of Kingston, New York; Kentucky Tourism; City of Berkley, Missouri; Butte County, California; City of Simsbury, Connecticut
- This system proposes 93 total signs throughout the county, including:
 - o 97 mentions of impacted industry (tourism, arts and culture)
 - 73 mentions of government services, schools and public health facilities
 - 76 mentions of outdoor spaces, parks and recreation, public facilities and healthy activities
 - 15 Gateway signs welcoming drivers to individual communities and municipalities
- Provides community development by creating easy navigation and reinforcing key sites and destinations
- Benefits the travel, tourism and hospitality sectors to identify sites, businesses and attractions that were operating prior to the pandemic, as well as vital public services
- Available to all residents and visitors of Rowan County, across class and population
- Promotes brand recognition and creates a solid impression that is visually identifiable and amplified to support quality life in communities by presenting the community as a welcoming place
- Provides location association by providing vital, location-based information to help increase their knowledge of the area while prompting opportunities to either extend their stay or return for future visits



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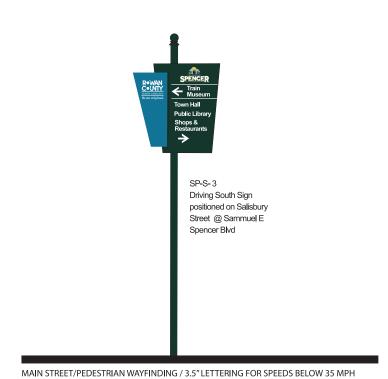
Project Estimation Budget

County Wide Wayfinding System

EXPENSES:

Design	\$31,800
Orientation	
Mapping	
Design Concepts	
Fabrication and Installation	\$502,300
Pedestrian Oriented Wayfinding Signs	
Boulevard Oriented Wayfinding Signs	
Main Street Pedestrian & Vehicle Oriented Signs	
Gateway Monument Signs	
TOTAL	\$534,100
FUNDING:	
Rowan County ARPA Funding	\$500,000
Rowan County Tourism	\$34,100
TOTAL	\$534,100





ES-N-1-South Gateway

Driving North Sign positioned on

Long Street south of Kenly St.

At Long St Park.



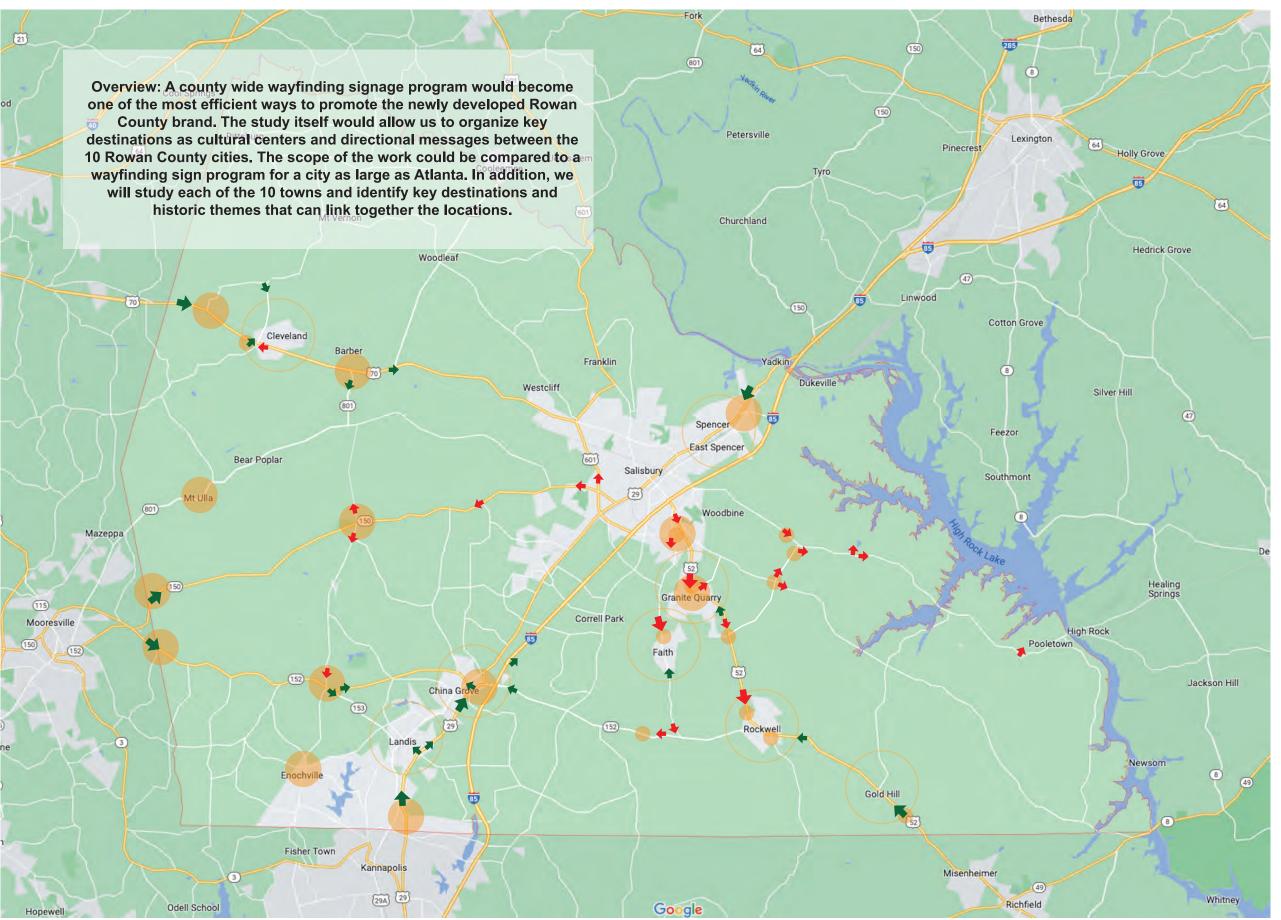
TOWN WELCOME / GATEWAY SIGN

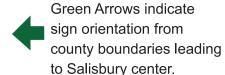




China Grove Location N-3 Driving North Sign positioned on Hwy 29 South of Centerview Street

Rowan County Map focuses on six corridors in and out of the area.





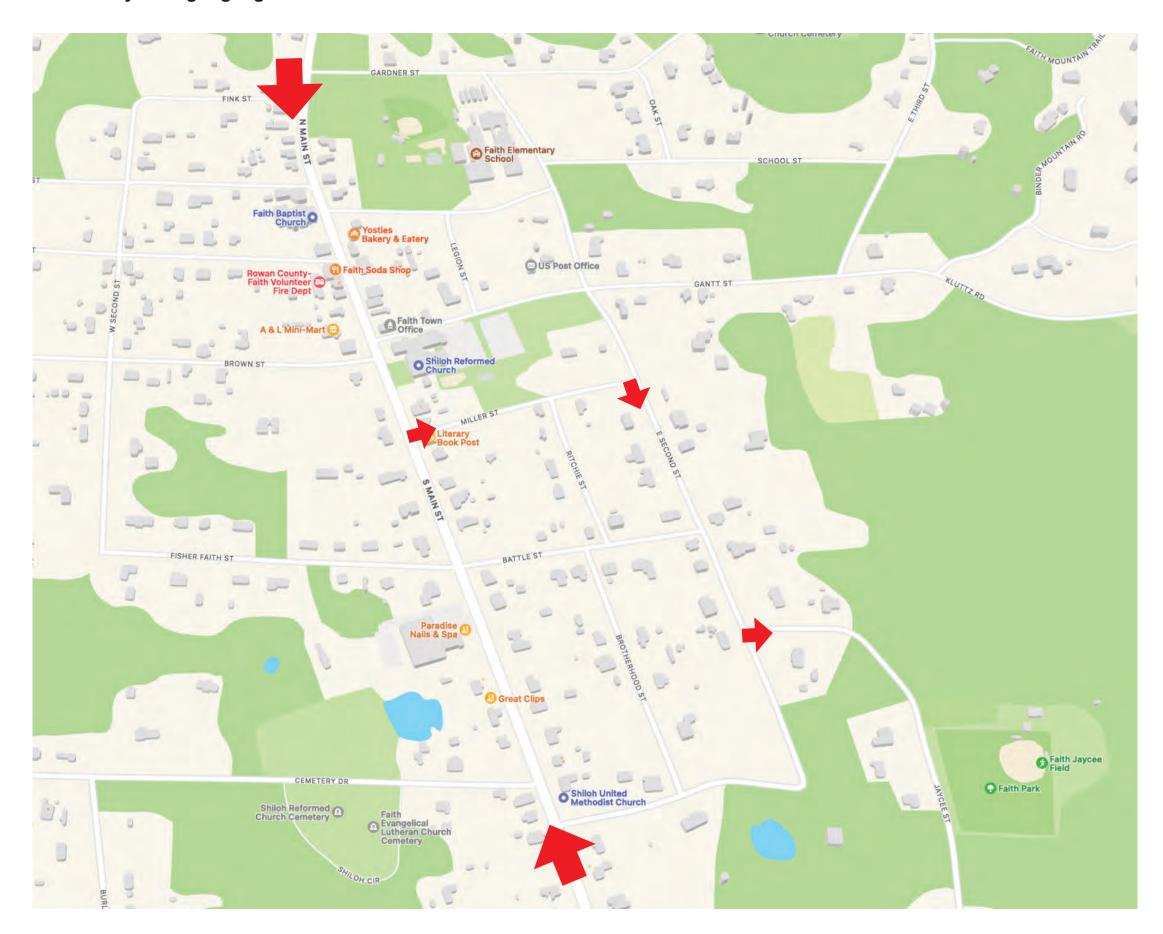
Red Arrows indicate sign orientation from Salisbury Center outward leading to rural towns.



Approximately 87 signs will be required. Most signs required will be smaller wayfinding signs placed within a 35 MPH zone..

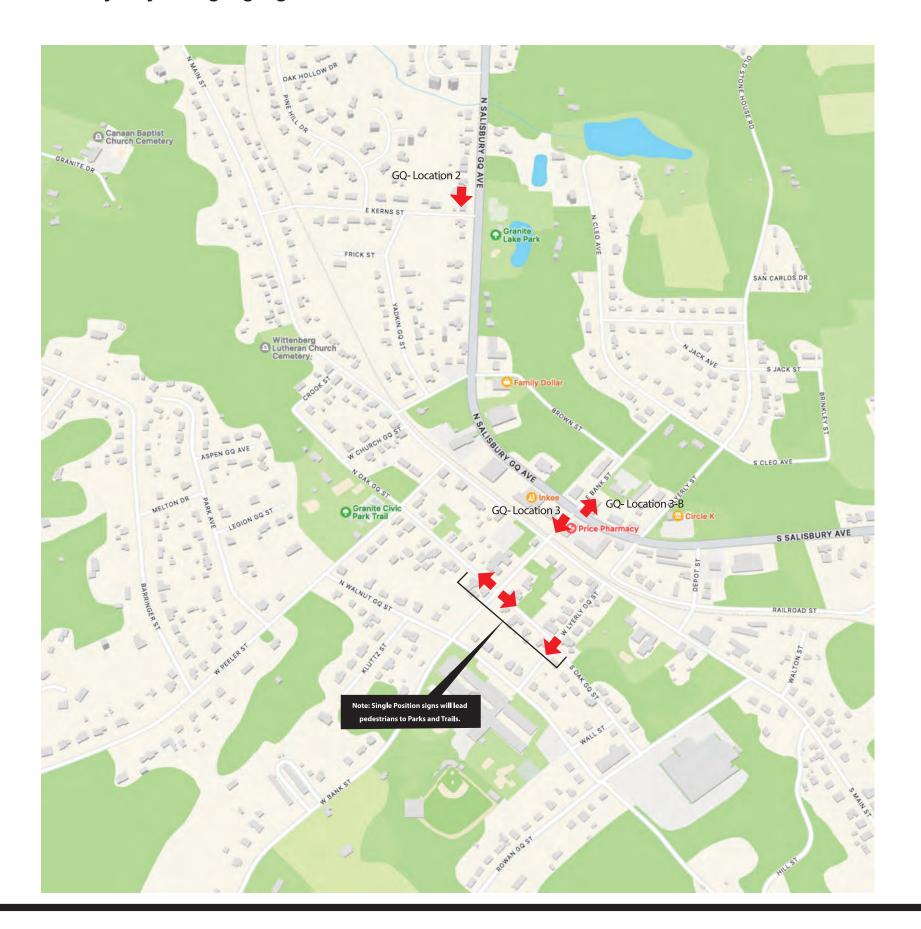


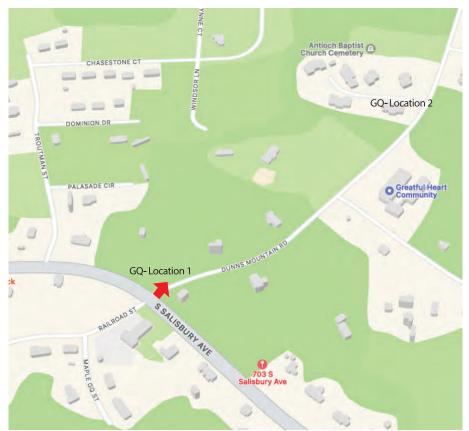
Faith Wayfinding Signage Locations





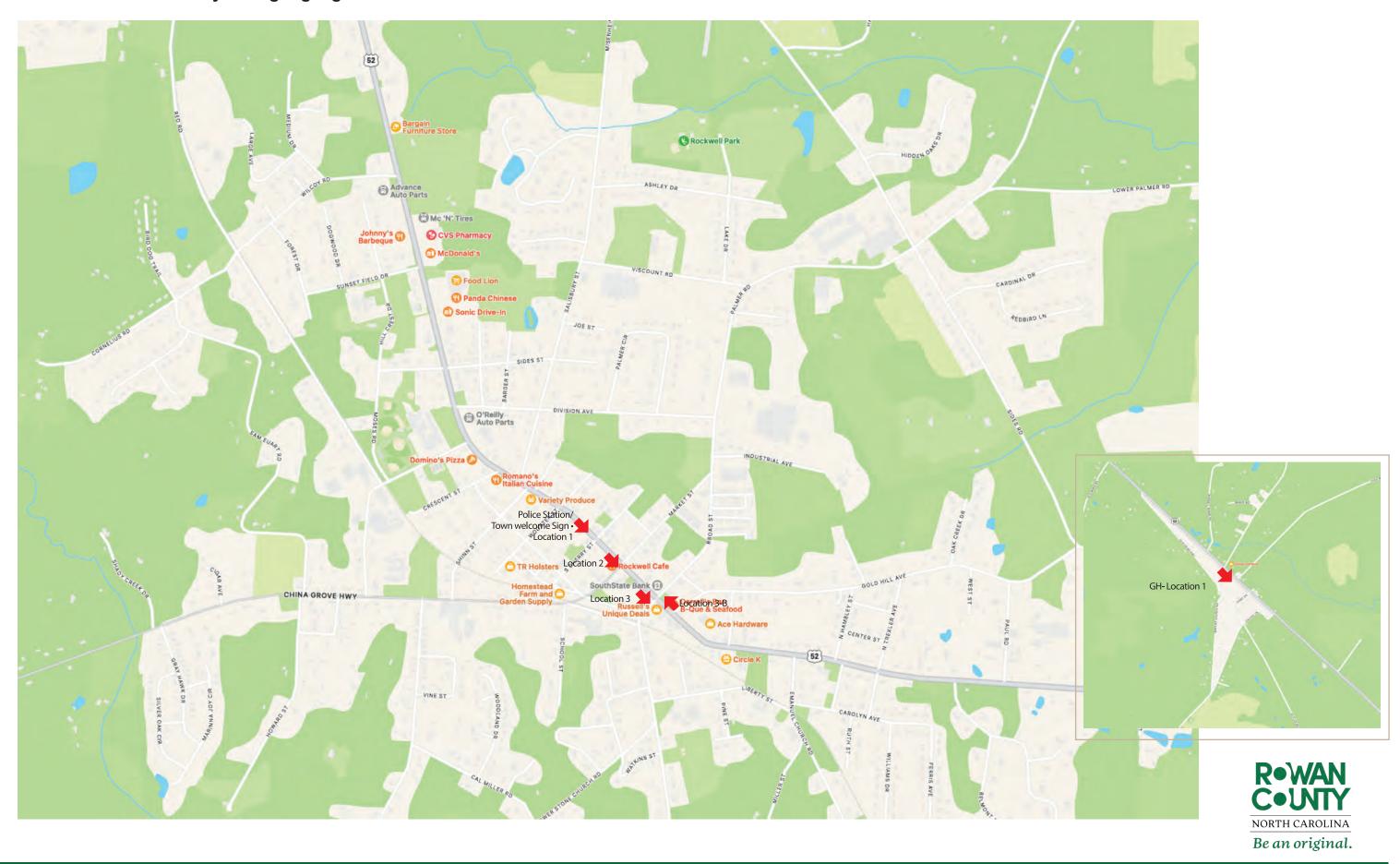
Granite Quarry Wayfinding Signage Locations



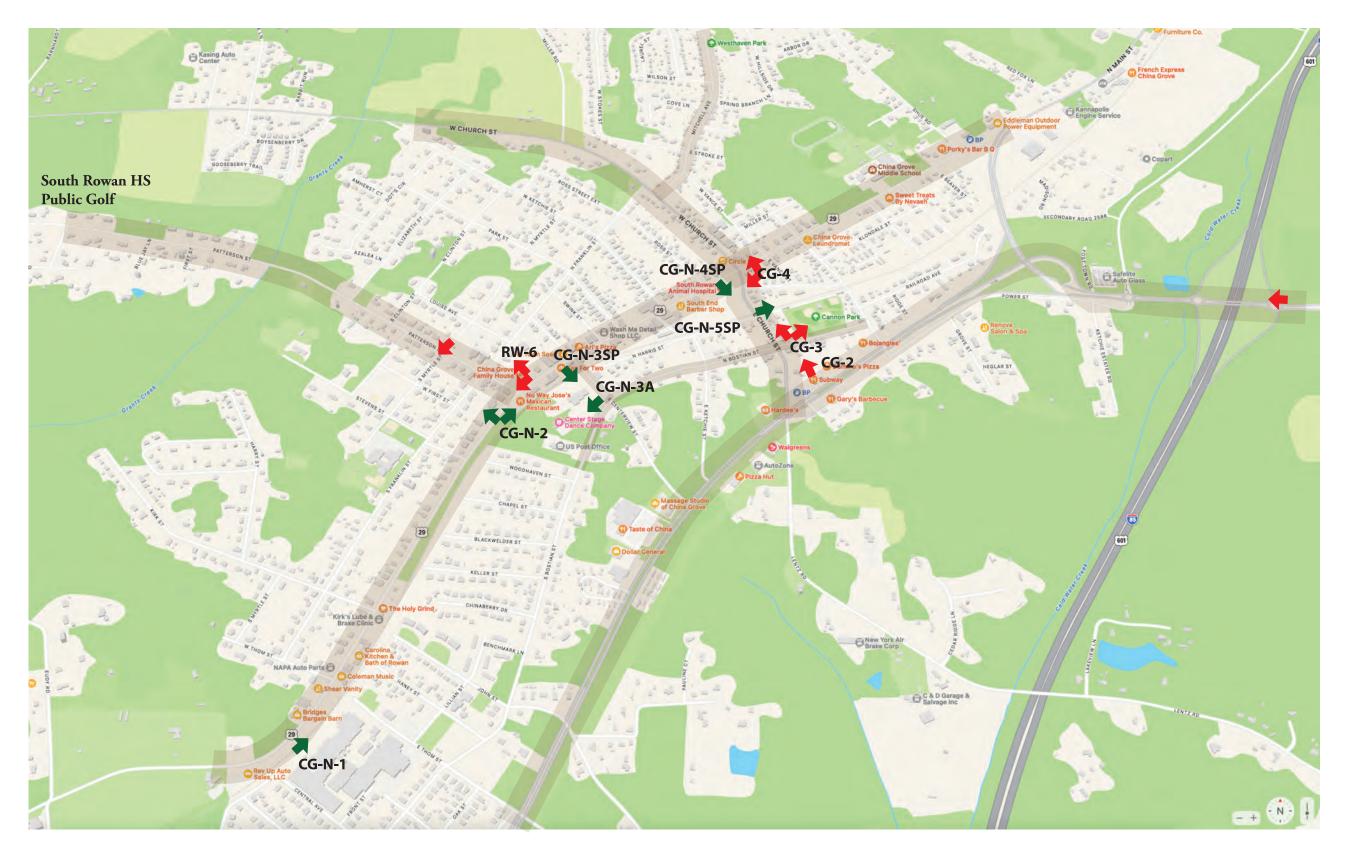




Rockwell / Gold Hill Wayfinding Signage Locations

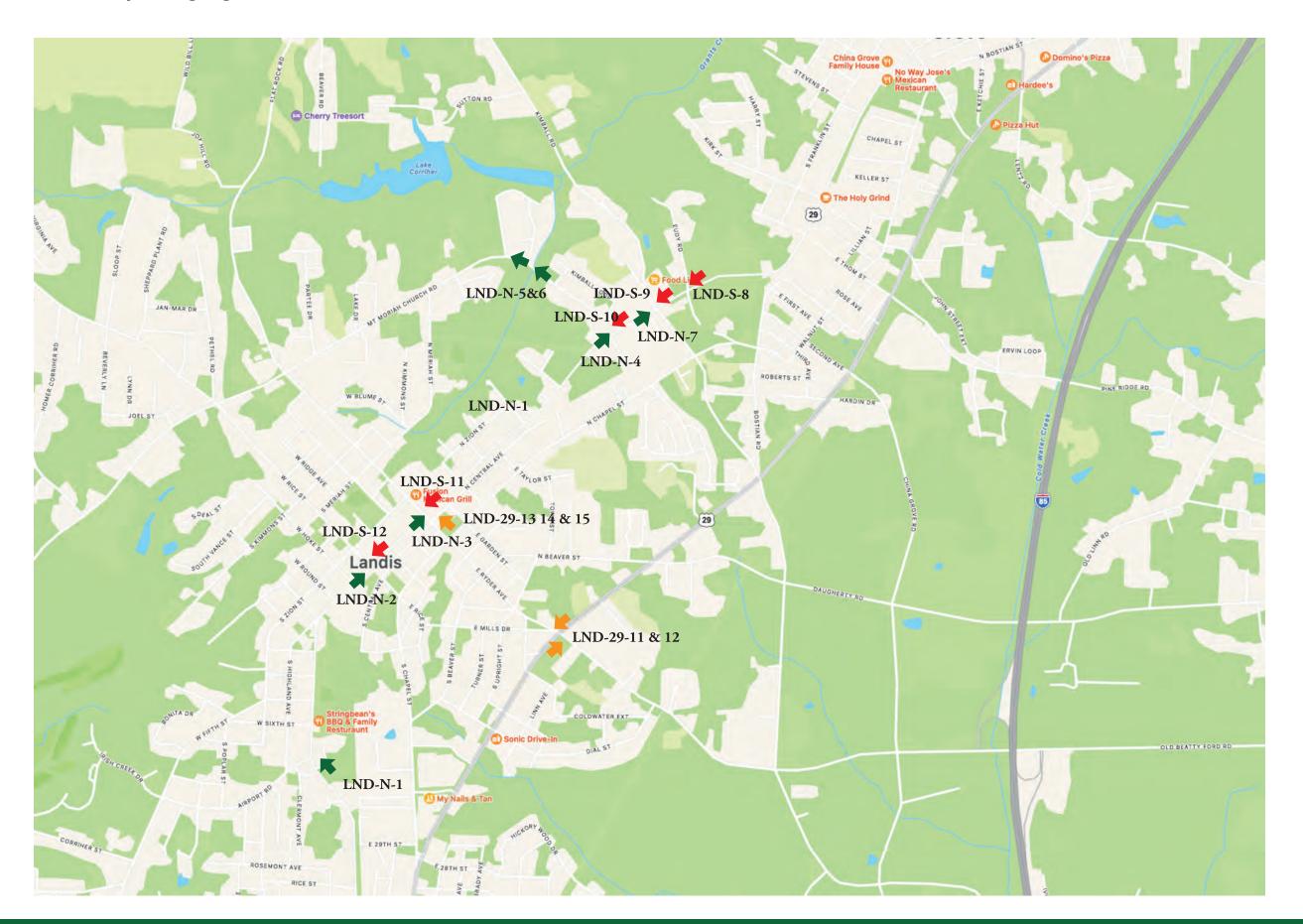


China Grove Wayfinding Signage Locations



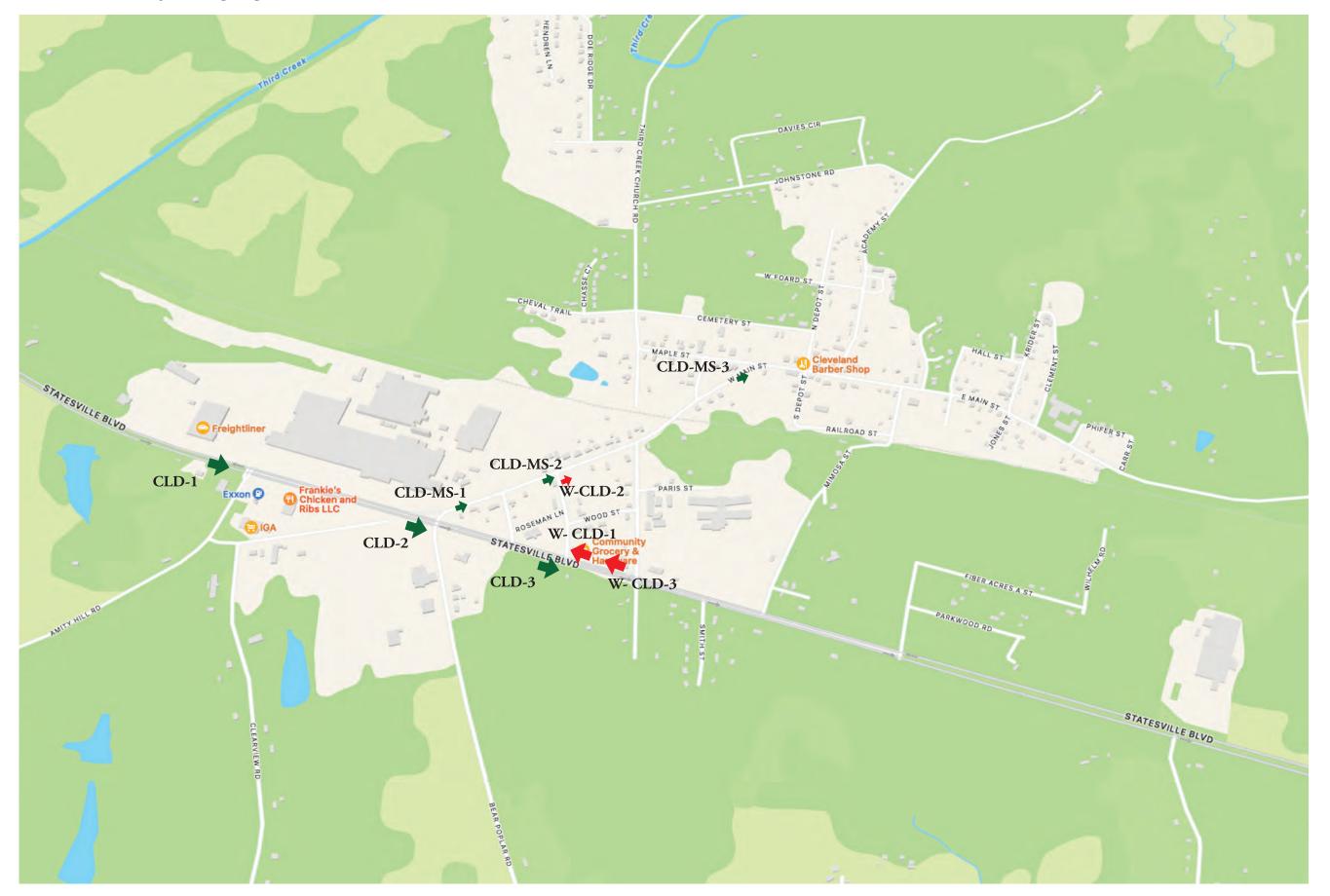


Landis Wayfinding Sign Locations.



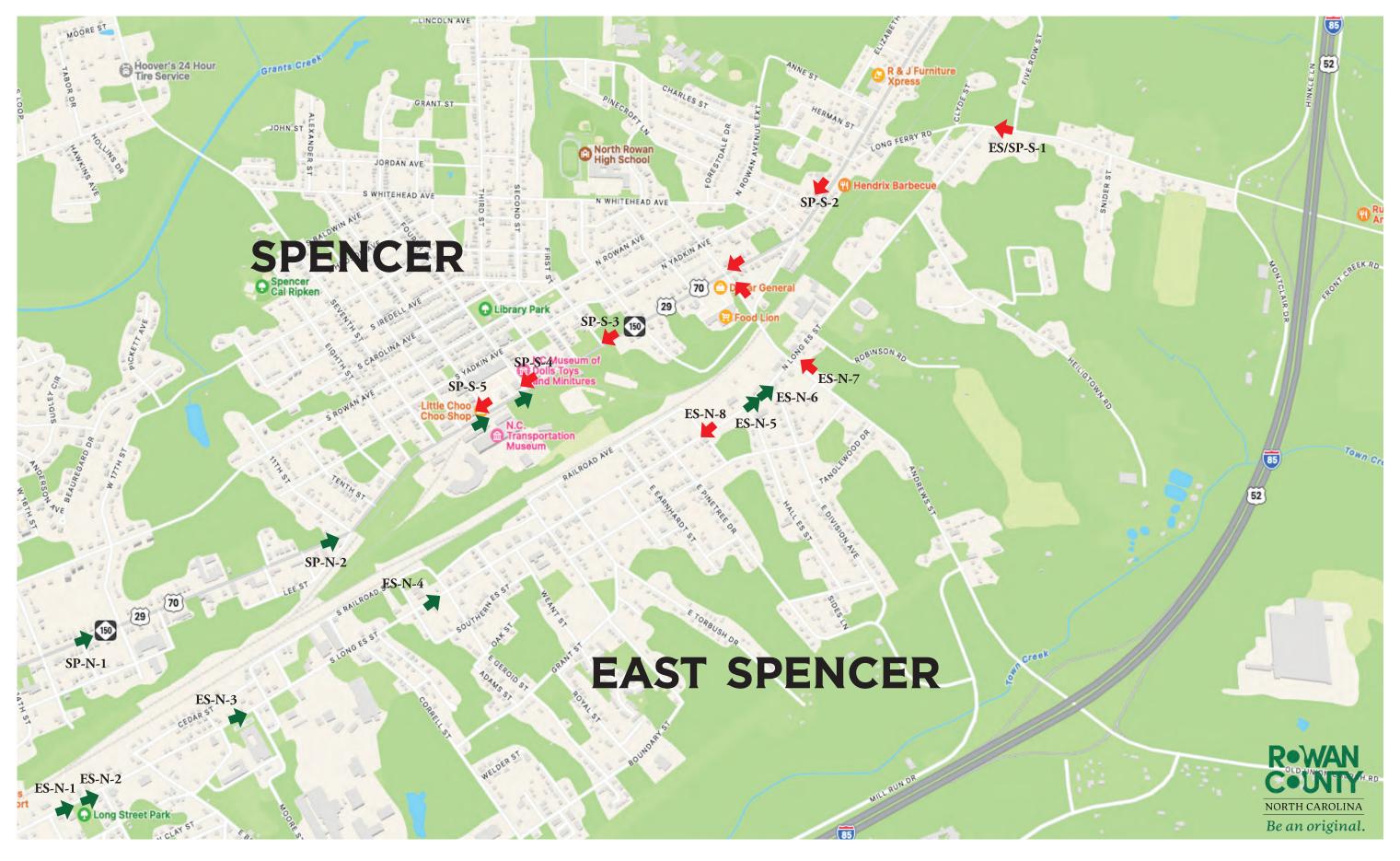


Cleveland Wayfinding Sign Locations.

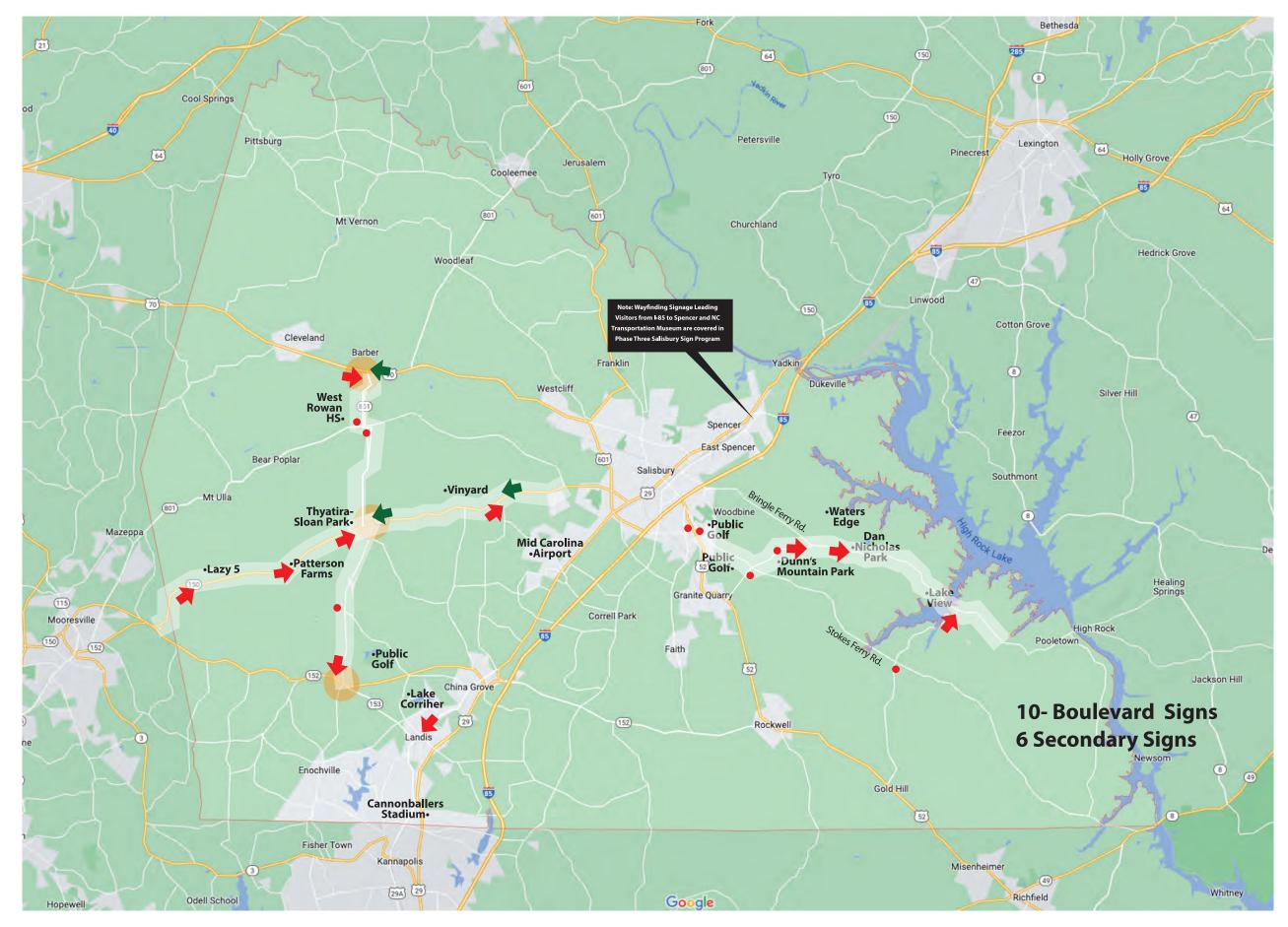




Spencer & East Spencer Wayfinding Sign Locations.



Rowan County Agricultural & Recreational Byways





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: Carolyn Barger, Clerk to the Board

DATE: October 20, 2022

SUBJECT: Selection of Voting Delegate for NCACC Legislative Goals Conference

The NCACC Legislative Goals Conference will be held November 16-18, 2022, in Wake County. Each county will be entitled to vote on legislative goal proposal submissions brought before the membership. Voting will take place on Thursday and Friday, November 17 and 18.

In order to facilitate the voting process, the NCACC is asking each county to designate one voting delegate (counties may also choose to assign one alternate voting delegate) by Monday, November 14, 2022, close of business.

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:

Anna Bumgarner, Finance Director FROM:

DATE: 11/7/2022

SUBJECT: Budget Amendments

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description Upload Date Type 10/28/2022 budget amendments

Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

O: Budget Officer					
ROM: Finance					
XPLANATION IN DETAIL:	To	adjust for Systel contract FY23			
		•	Prepared by:	Mitzi O'Dell	_
			Date:	7/13/2022	-
BUDGET INFORMATION:					
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE	
ACCOUNT TITLE	E	1156237-550007	780		
Cost Per Copy	E	1156440-550007			780
Cost Per Copy	E	1154830-550007	230		_
Cost Per Copy	E	1154330-550007	380		_
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Approved:		Approved:	Budget Revision #	01-184	<u> </u>
Disapproved:		Disapproved:	Date Posted:		
Amended:		Amended:	Group Number:		
	1	Jul 19 2022			
Date: Jul 19, 2022		Date: Jul 19, 2022	Posted by:		
		Signature:			
Signature:		ReWAN COUNTY HONTH CAMPAINA	Approved by:		
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## 1155580 \$50007 COST PER COPY 0.00 0.00 0.00 1.257.55 ## 1155510 \$50007 COST PER COPY 0.00 0.00 0.00 1.257.55 ## 125510 \$50007 COST PER COPY 0.00 0.00 0.00 1.257.55 ## 125510 \$50007 COST PER COPY 0.00 0.00 0.00 1.257.55 ## 125526 \$50007 SOST PER COPY 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.									10,197.03	-110.00 Dit	fferent Fund
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42 1155310 \$50007 COST PER COPY 0.00 0.00 42 1155260 \$50007 S261 COST PER COPY 0.00 0.00 43 1155260 \$50007 COST PER COPY 0.00 0.00 43 1155250 \$50007 COST PER COPY 0.00 0.00 43 1155255 \$50007 COST PER COPY 1,447.16 3,500.00 2,052.84 43 1155255 \$50007 COST PER COPY 1,447.16 3,500.00 2,052.84 43 1155240 \$50007 COST PER COPY 0.00 0.00 43 1155240 \$50007 COST PER COPY 0.00 0.00 44 1155260 \$50007 COST PER COPY 0.00 0.00 45 1155240 \$50007 COST PER COPY 0.00 0.00 46 1155240 \$50007 COST PER COPY 0.00 0.00 47 1155210 \$50007 COST PER COPY 0.00 0.00 48 1155210 \$50007 COST PER COPY 0.00 0.00 49 1155215 \$50007 COST PER COPY 0.00 0.00 40 1155215 \$50007 COST PER COPY 0.00 0.00 41 1155215 \$50007 COST PER COPY 0.00 0.00 42 1155215 \$50007 COST PER COPY 0.00 0.00 42 1155215 \$50007 COST PER COPY 0.00 0.00 42 1155210 \$50007 COST PER COPY 0.00 0.00 42 1155210 \$50007 COST PER COPY 0.00 0.00 42 1155210 \$50007 COST PER COPY 0.00 0.00 42 1155410 \$50007 COST PER COPY 0.00 0.00 42 1155410 \$50007 COST PER COPY 0.00 0.00 42 1155410 \$50007 COST PER COPY 0.00 0.00 42 1155420 \$50007 COST PER COPY 0.00 0.00 43 1154420 \$50007 COST PER COPY 0.00 0.00 44 115410 \$50007 COST PER COPY 0.00 0.00 45 115410 \$50007 COST PER COPY 0.00 0.00 46 115250 \$50007 COST PER COPY 0.00 0.00 47 115410 \$50007 COST PER COPY 0.00 0.00 48 115410 \$50007 COST PER COPY 0.00 0.00 49 115410 \$50007 COST PER COPY 0.00 0.00 40 115410 \$50007 COST PER COPY 0.00 0.00 40 115410 \$50007 COST PER COPY 0.00 0.00 41							0.00	200.00	200.00		
40 1155260 550007 COST PER COPY 0.00 0.00 89.76 32 1155256 550007 2561 COST PER COPY 760.24 850.00 89.76 32 1155255 550007 COST PER COPY 1,447.16 3,500.00 2,052.84 32 1155255 550007 COST PER COPY 0.00 0.00 368.98 32 1155240 550007 COST PER COPY 0.00 0.00 0.00 34 1155240 550007 COST PER COPY 980.89 900.00 (88.89) 31 1155220 550007 COST PER COPY 3,036.90 2,500.00 (856.90) Health Dept 31 1155225 550007 COST PER COPY 3,036.90 2,500.00 (88.89) 31 1155226 550007 COST PER COPY 3,036.90 2,500.00 (88.89) 31 1155215 550007 COST PER COPY 3,036.90 2,500.00 (88.89) 32 1155215 550007 COST PER COPY 3,036.80 3,000.00 (279.06) 32 1155210 550007 COST PER COPY 3,000.00 2,000.00 2,000.00 22 1155210 550007 COST PER COPY 79.08 9,000.0					COST PER COPY	,	38,742.45	40,000.00	1,257.55		
### 1155265 550007 5261 COST PER COPY 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	-						0.00	0.00			
\$\frac{8}{2}\$\frac{1155255}{2550007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{1}{1447.16}\$\frac{3}{3500.00}\$\frac{2}{2,052.84}\$\frac{1}{3}\$\frac{1}{155255}\$\frac{5}{500007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{1}{31.02}\$\frac{5}{50.00}\$\frac{0}{368.98}\$\frac{1}{3}\$\frac{1}{155245}\$\frac{5}{500007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{0}{0.00}\$\frac{0}{0.00}\$\frac{1}{0.00				5261			760.24	850.00	89.76		
\$\frac{8}{21}\$155255\$\$50007\$\$ COST PER COPY \$\frac{13}{10}\$20 \$500.00\$\$ 368.98\$\$\$ \$\frac{12}{21}\$155250\$\$50007\$\$ COST PER COPY \$0.00 \$0.00\$\$\$ \$\frac{3}{2}\$1155245\$\$50007\$\$ COST PER COPY \$0.00 \$0.00\$\$\$\$ \$\frac{3}{2}\$1155240\$\$50007\$\$ COST PER COPY \$0.00 \$0.00\$				5-0-			0.00	0.00	-		
\$\frac{37}{1155245}\$\frac{550007}{550007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{0.00}{0.00}\$\frac{0.00}{0.00}\$\frac{1}		· Charles Commission					1,447.16	3,500.00	2,052.84		
\$\frac{36}{1155245}\$\frac{550007}{550007}\$\frac{\text{COST PER COPY}{\text{COST PER COPY}}\$\frac{989.89}{900.00}\$\frac{1}{(89.89)}\$\frac{1}{35155240}\$\frac{550007}{550007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{989.89}{369.89}\$\frac{900.00}{900.00}\$\frac{(89.89)}{32.115528}\$\frac{550007}{550007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{3}{30.99.90}\$\frac{2}{2,500.00}\$\frac{(565.90)}{(565.90)}\$\frac{1}{140111}\$\text{Dept}\$\frac{1}{(44.18)}\$\frac{1}{30.00}\$\frac{1}{30.00}\$\frac{1}{155225}\$\frac{550007}{550007}\$\frac{\text{COST PER COPY}{\text{COPY}}\$\frac{0}{30.00}\$\frac{0}{3.000.00}\$\frac{1}{279.06}\$\frac{1}{3}\$\frac{1}{30.00}\$\frac{1}{20.00}\$\frac{1}{20.00}\$\frac{1}{20.00}\$\frac{1}{30.00}\$\frac{1}{20.00}\$\frac{1}							131.02	500.00	368.98		
\$\frac{35}{24}\$\frac{1155244}{24}\$\frac{55007}{550007}\$\frac{\text{COST PER COPY}{24}\$\frac{99.89.89}{900.00}\$\frac{(89.89)}{900.00}\$\frac{(89.89)}{2500.00}\$\frac{(536.90)}{155225}\$\frac{1155220}{550007}\$\frac{\text{COST PER COPY}{250007}\$\frac{99.89.89}{3.036.50}\$\frac{2}{2,500.00}\$\frac{(536.90)}{(44.18)}\$\frac{14510}{44.18}\$\frac{450.00}{0.00}\$\frac{0.00}{0.00}\$\frac							0.00	0.00	-		
34 1155240 550007 COST PER COPY 3,036.90 2,500.00 (53.6.90) Health Dept (32.155.228 550007 COST PER COPY 494.18 450.00 (44.18)							0.0	0.00			
32 :1155228		6					989.89	900.00			
32 1155228 550007 COST PER COPY 0.00 0.00 31 1155215 550007 COST PER COPY 0.00 0.00 32 1155215 550007 COST PER COPY 3,479.06 3,200.00 (279.06) 32 1155215 550007 COST PER COPY 509.58 1,500.00 990.42 32 115510 550007 COST PER COPY 79.08 900.00 820.92 32 115510 550007 COST PER COPY 2,810.73 3,000.00 189.27 32 115510 550007 COST PER COPY 2,010.73 3,000.00 189.27 32 1154950 550007 COST PER COPY 2,020.30 4,000.00 1,979.70 32 1154835 550007 COST PER COPY 0,00 0,00 32 1154835 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00 32 1154825 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00 32 1154920 550007 COST PER COPY 1,462.78 2,000.00 537.22 32 1154920 550007 COST PER COPY 5,610.84 6,450.00 839.16 32 1154410 550007 COST PER COPY 1,746.78 15,500.00 3,753.22 32 1154425 550007 COST PER COPY 1,746.78 15,500.00 3,753.22 32 1154425 550007 COST PER COPY 1,766.95 1,200.00 (377.84) 380.00 3,753.22 3,154210 550007 COST PER COPY 1,766.95 1,200.00 (377.84) 380.00 3,753.22 3,154210 550007 COST PER COPY 1,566.95 1,200.00 (377.84) 380.00 3,753.22 3,154210 550007 COST PER COPY 1,566.95 1,200.00 (377.84) 380.00 3,753.22 3,154210 550007 COST PER COPY 1,566.95 1,200.00 (377.84) 380.00 3,753.22 3,154210 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 31154120 550007 COST PER COPY 3,754.86 2,700.00 (132.53) 370.00 3,753.60 -980 3,154210 550007 COST PER COPY 1,266.22 2,500.00 3,782.60 -980 3,154210 550007 COST PER COPY 1,266.20 2,500.00 3,782.60 -980 3,154310 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 3,154310 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 3,154313 550007 COST PER COPY 1,217.40 5,000.00 3,660.00 (1,000.00 60				-			3,036.90		(536.90)	Health Dept	
31 1155215 550007 COST PER COPY 3,479.06 3,200.00 (279.06) 32 1155210 550007 COST PER COPY 509.58 1,500.00 990.42 28 1155185 550007 COST PER COPY 79.08 900.00 820.92 27 115510 550007 COST PER COPY 2,810.73 3,000.00 189.27 26 1155010 550007 COST PER COPY 2,810.73 3,000.00 189.27 26 1155010 550007 COST PER COPY 2,020.30 4,000.00 182.41 27 1154830 550007 COST PER COPY 0,00 0,00 28 1154830 550007 COST PER COPY 0,00 0,00 29 115425 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00 20 1154520 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00 21 1154520 550007 COST PER COPY 1,462.78 2,000.00 537.22 20 1154525 550007 COST PER COPY 5,006 100.00 49.94 29 1154420 550007 COST PER COPY 5,006 100.00 49.94 29 1154420 550007 COST PER COPY 1,462.78 1,500.00 839.16 29 1154420 550007 COST PER COPY 1,462.78 1,500.00 3,753.22 21 1154520 550007 COST PER COPY 1,462.78 1,500.00 3,753.22 21 1154520 550007 COST PER COPY 1,746.78 1,500.00 3,753.22 21 1154520 550007 COST PER COPY 1,746.78 1,500.00 3,753.22 21 1154520 550007 COST PER COPY 706.02 1,500.00 3,753.22 21 1154525 550007 COST PER COPY 706.02 1,500.00 3,753.22 21 1154525 550007 COST PER COPY 706.02 1,500.00 1,203.00 21 1154140 550007 COST PER COPY 2,632.53 2,500.00 (377.84) 380.00 21 1154140 550007 COST PER COPY 2,632.53 2,500.00 (1,054.86) 1,060.00 21 1154140 550007 COST PER COPY 3,754.86 2,700.00 (1,054.86) 1,060.00 21 1154141 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 980 21 1154143 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 980 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 980 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 3,026.57 21 1154135 550007 COST PER COPY 1,217.40 5,000.00 3,026.57 21 1154136 550007 COST PER COPY 1,217.40 5,000.00 1,030.93 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 1,030.93 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 1,030.93 21 1154130 550007 COST PER COPY 1,217.40 5,000.00 1,030.93 21 1154130 550007 COST PER COPY 1,217.40 5,000.00 1,233.76 21 1154125 550007 COST PER COPY 1,277.42 1,200.00 1,233.76 21 11							494.18		(44.18)		•
30 1155215 550007 COST PER COPY 509.58 1,500.00 990.42 28 1155185 550007 COST PER COPY 79.08 900.00 820.92 28 1155185 550007 COST PER COPY 79.08 900.00 820.92 27 1155110 550007 COST PER COPY 2,810.73 3,000.00 189.27 28 115510 550007 COST PER COPY 2,17.59 400.00 182.41 28 1154950 550007 COST PER COPY 2,020.30 4,000.00 1,979.70 29 1154950 550007 COST PER COPY 0,00 0.00 29 1154950 550007 COST PER COPY 0,00 0.00 20 1,979.70 21 1154920 550007 COST PER COPY 0,00 0.00 21 1154520 550007 COST PER COPY 0,00 0.00 22 1154525 550007 COST PER COPY 1,462.78 2,000.00 537.22 20 1154425 550007 COST PER COPY 5,610.84 6,450.00 839.16 21 1154410 550007 COST PER COPY 1,46.78 15,500.00 3,753.22 21 1154520 550007 COST PER COPY 1,46.78 15,500.00 3,753.22 21 1154520 550007 COST PER COPY 1,46.78 15,500.00 3,753.22 21 1154410 550007 COST PER COPY 1,46.78 15,500.00 3,753.22 21 1154410 550007 COST PER COPY 1,566.95 1,200.00 (377.84) 380.00 21 1154250 550007 COST PER COPY 1,566.95 1,200.00 (366.95) 370.00 21 1154260 550007 COST PER COPY 1,566.95 1,200.00 (366.95) 370.00 21 1154180 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 21 1154170 550007 COST PER COPY 3,754.86 2,700.00 (1,054.86) 1,060.00 21 1154141 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 2,483.05 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 2,483.05 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 2,483.05 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 2,483.05 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 3,782.60 -980 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 2,483.05 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 2,483.05 21 1154138 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 3,026.57 21 1154139 550007 COST PER COPY 1,277.43 5,000.00 (20.60) 3,026.57 21 1154130 550007 COST PER COPY 1,277.42 1,200.00 (20.60) 3,0							0.00	0.00	-		
22 1155210 550007 COST PER COPY 79.08 90.00 820.92 21 1155110 550007 COST PER COPY 79.08 90.00 820.92 21 1155110 550007 COST PER COPY 2,810.73 3,000.00 189.27 25 1155100 550007 COST PER COPY 2,10.759 400.00 1,979.70 24 115435 550007 COST PER COPY 2,020.30 4,000.00 1,979.70 24 1154380 550007 COST PER COPY 0,00 0,00 22 1154525 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00 22 1154525 550007 COST PER COPY 0,00 0,00 0,00 22 1154525 550007 COST PER COPY 1,462.78 2,000.00 537.22 23 1154525 550007 COST PER COPY 5,610.84 6,450.00 839.16 29 1154420 550007 COST PER COPY 5,610.84 6,450.00 839.16 21 115430 550007 COST PER COPY 1,746.78 15,500.00 (377.84) 380.00 21 115430 550007 COST PER COPY 2,077.84 1,700.00 (377.84) 380.00 21 115430 550007 COST PER COPY 2,077.84 1,700.00 (377.84) 380.00 21 1154320 550007 COST PER COPY 1,566.95 1,200.00 (366.95) 370.00 21 1154320 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 11 1154170 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 11 1154170 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 11 1154170 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 11 1154170 550007 COST PER COPY 2,163.20 2,500.00 (378.86) 1,060.00 11 1154160 550007 COST PER COPY 2,163.20 2,500.00 (386.95) -980 11 1154140 550007 COST PER COPY 2,163.20 2,500.00 (386.95) -980 11 1154140 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 1154141 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 1154134 550007 COST PER COPY 1,217.40 5,000.00 (20.60) 600.00 600.0		-					3,479.0	3,200.00	(279.06)		
28 1155185 550007 COST PER COPY 2,810.73 3,000.00 189.27 21 1155110 550007 COST PER COPY 2,810.73 3,000.00 189.27 26 1155010 550007 COST PER COPY 217.59 400.00 182.41 25 1154950 550007 COST PER COPY 2,000 0.00 24 1154835 550007 COST PER COPY 0.00 0.00 22 1154525 550007 COST PER COPY 0.00 0.00 22 1154522 550007 COST PER COPY 0.00 0.00 23 1154520 550007 COST PER COPY 0.00 0.00 24 115425 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00. 25 1154252 550007 COST PER COPY 1,462.78 2,000.00 537.22 26 1154420 550007 COST PER COPY 5,066 100.00 49.94 27 1154420 550007 COST PER COPY 5,066 100.00 49.94 28 1154420 550007 COST PER COPY 11,746.78 15,500.00 3,753.22 29 1154425 550007 COST PER COPY 2,077.84 1,700.00 (377.84) 380.00 29 1154420 550007 COST PER COPY 706.02 1,500.00 3,753.22 20 1154250 550007 COST PER COPY 1,566.95 1,200.00 (366.95) 370.00 21 1154210 550007 COST PER COPY 2,632.53 2,500.00 (378.84) 380.00 21 1154180 550007 COST PER COPY 2,632.53 2,500.00 (325.53) 1154170 550007 COST PER COPY 2,632.53 2,500.00 (325.53) 1154170 550007 COST PER COPY 2,632.53 2,500.00 (325.53) 1154170 550007 COST PER COPY 2,632.53 2,500.00 (325.53) 1154160 550007 COST PER COPY 2,632.53 2,500.00 (325.53) 1154160 550007 COST PER COPY 2,632.53 2,500.00 (325.53) 1154160 550007 COST PER COPY 2,632.53 2,500.00 (306.95) 370.00 21 1154161 550007 COST PER COPY 2,632.53 2,500.00 3,782.60 -980 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154134 550007 COST PER COPY 1,217.40 5,000.00 2,483.05 -1,060.00 1,030.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,000.93 -1,000.00 1,							509.5	1,500.00	990.42		
27 1155110 550007 COST PER COPY 2,759 400.00 182.41 28 1154950 550007 COST PER COPY 217.59 400.00 182.41 28 1154950 550007 COST PER COPY 2,020.30 4,000.00 1,979.70 24 1154835 550007 COST PER COPY 0.00 0.00 23 4154830 550007 COST PER COPY 1,725.70 1,500.00 (225.70) 230.00. 24 1154820 550007 COST PER COPY 0.00 0.00 25 1154522 550007 COST PER COPY 1,462.78 2,000.00 537.22 26 1154425 550007 COST PER COPY 5,066 100.00 49.94 27 1154425 550007 COST PER COPY 5,610.84 6,450.00 839.16 28 1154410 550007 COST PER COPY 11,746.78 15,500.00 3,753.22 29 1154425 550007 COST PER COPY 2,077.84 1,700.00 (377.84) 380.00 20 1154250 550007 COST PER COPY 1,566.95 1,200.00 (366.95) 370.00 21 1154210 550007 COST PER COPY 1,566.95 1,200.00 (366.95) 370.00 21 1154170 550007 COST PER COPY 2,632.53 2,500.00 (132.53) 13 1154170 550007 COST PER COPY 3,754.86 2,700.00 (1,054.86) 1,060.00 21 1154180 550007 COST PER COPY 2,163.20 2,500.00 (366.95) 370.00 21 1154180 550007 COST PER COPY 3,754.86 2,700.00 (1,054.86) 1,060.00 21 1154190 550007 COST PER COPY 3,754.86 2,700.00 (1,054.86) 1,060.00 21 1154191 550007 COST PER COPY 2,163.20 2,500.00 336.80 21 1154110 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154134 550007 COST PER COPY 7,569.07 8,600.00 1,030.93 21 1154134 550007 COST PER COPY 7,569.07 8,600.00 1,030.93 21 1154126 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154126 550007 COST PER COPY 7,569.07 8,600.00 1,030.93 21 1154126 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154126 550007 COST PER COPY 7,569.07 8,600.00 1,030.93 21 1154126 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154126 550007 COST PER COPY 1,217.40 5,000.00 3,782.60 -980 21 1154126 550007 COST PER COPY 1,217.40 5,000.00 6	-						79.0	900.00	820.92		
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8 1154138 550007 COST PER COPY 0.00 600.00 600.00 7 1154134 550007 COST PER COPY 470.60 450.00 (20.60) 6 1154131 550007 COST PER COPY 116.95 2,600.00 2,483.05 5 1154126 550007 COST PER COPY 39.60 700.00 660.40 4 1154125 550007 COST PER COPY 1,973.43 5,000.00 3,026.57 3 1154123 550007 COST PER COPY 0.00 600.00 600.00 2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)	_		Midal Service		COST PER COR	PΥ	7,569.0	8,600.0	1,030.93		
7 1154134 550007 COST PER COPY 470.60 450.00 (20.60) 6 1154131 550007 COST PER COPY 116.95 2,600.00 2,483.05 5 1154126 550007 COST PER COPY 39.60 700.00 660.40 4 1154125 550007 COST PER COPY 1,973.43 5,000.00 3,026.57 3 1154123 550007 COST PER COPY 0.00 600.00 600.00 2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)							0.0	00.00	00.00		
6 1154131 550007 COST PER COPY 116.95 2,600.00 2,483.05 5 1154126 550007 COST PER COPY 39.60 700.00 660.40 4 1154125 550007 COST PER COPY 1,973.43 5,000.00 3,026.57 3 1154123 550007 COST PER COPY 0.00 600.00 600.00 2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)					COST PER COS	PΥ	470.6	50 450.0	(20.60))	
5 1154126 550007 COST PER COPY 39.60 700.00 660.40 4 1154125 550007 COST PER COPY 1,973.43 5,000.00 3,026.57 3 1154123 550007 COST PER COPY 0.00 600.00 600.00 2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)							116.9	2,600.0	0 2,483.05		
4 1154125 550007 COST PER COPY 1,973.43 5,000.00 3,026.57 3 1154123 550007 COST PER COPY 0.00 600.00 2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)		_					39.6	700.0	660.40		
3 1154123 550007 COST PER COPY 0.00 600.00 600.00 2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)							1,973.4	5,000.0	0 3,026.57		
2 1154120 550007 COST PER COPY 266.24 1,500.00 1,233.76 1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)							0.0	00.00	0 600.00		
1 1154110 550007 COST PER COPY 1,277.42 1,200.00 (77.42)							266.3	24 1,500.0	0 1,233.76		
							1,277.	1,200.0			
		_							Total	0.00	

BA-01-184

Final Audit Report

2022-07-19

Created:

2022-07-13

By:

Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAARQCWB4LI1z_J5PV2ZxbIIK9Iu3fRuriY

"BA-01-184" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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 Signature Date: 2022-07-19 3:20:14 PM GMT Time Source: server- IP address: 24.123.188.15
- Agreement completed. 2022-07-19 - 3:20:14 PM GMT



ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer				
FROM: Finance				
EXPLANATION IN DETAIL:		move the Vector budgeted tar order to monitor expense alloc		
			Prepared by: Date:	Mitzi O'Dell 8/16/2022
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DO NA VELUCIES /SI SET TA DOSTOR				
R&M-VEHICLES/FLEET TARGETED	E	1154136-543021	611,264	
R&M-VEHICLES	E	1154124-543020		1,92
R&M-VEHICLES	E	1154134-543020		28,91
R&M-VEHICLES	E	1154210-543020		10,60
R&M-VEHICLES	E	1154250-543020		17,34
R&M-VEHICLES	E	1154330-543020		160,47
R&M-VEHICLES	E	1154410-543020		304,280
R&M-VEHICLES	E	1154830-543020		5,783
R&M-VEHICLES	E	1154950-543020		2,89
R&M-VEHICLES	E	1155185-543020		7,71
R&M-VEHICLES	E	33018-310-543020-100		5,783
R&M-VEHICLES	E	1156230-543020		19,277
R&M-VEHICLES	E	1156237-543020		1,928
R&M-VEHICLES	E	1156238-543020		3,856
R&M-VEHICLES	E	1156239-543020		3,856
R&M-VEHICLES	E	1156420-543020		30,843
R&M-VEHICLES	E	1156440-543020		5,783
			611,264	611,264
DEPARTMENT HEAD		COUNTY MANAGER		ING USE ONLY
pproved:	Appre	oved:	Budget Revision #	02-306
isapproved:	Disap	proved:	Date Posted:	
mended:	Amen	ded:	Group Number:	

Posted by:

Approved by: _

Date:

Signature:

Signature:

APPENDIX A -FLEET LIST

istructions and notes: Proposers must enter a VEU value for each vehicle on the list of Target Vehicles. VEU values and calculated cost per VEU will be used, among ther things, to establish a final first year target budget thus accounting for changes in fleet size and composition that may happen between the time of reeasing this RFP and finalizing contract with the successful proposer.

TARGET VEHICLE LIST

Allocation per vehicle. Total 1st year cost divided by total VEUs.

ORG

3.00 1154950

11.00 1154210

VEU

Annual Budget

Amount Rounded

2,892.00

10,603.00

543020

Monthly

Allocation

240.96

883.51

Vehicle number ssigned by he County	Vehicle Year	Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	August 2021 Odometer reading	Vehicle Equivalent Unit
2181104	2018	Ford	Explorer	Cooperative Extension	a Allen, Cody Craddock, Toi Degree, K	2727 Old Concord Road, Salisbury NC 28146	10647	3.00
432	1997	Thomas	Bus	Telecom	Staff	123 N Shaver St, Salisbury	26895	5.00
1216	2010	Chevrolet	Camaro SS1	Telecom	CCP-1	123 N Shaver St, Salisbury	77807	3.00
0902	2009	Dodge	Charger	Telecom	CCP-2	123 N Shaver St, Salisbury	142237	3.00
0811	2008	Dodge	Durango	Emergency Services	8400	2727 Old Concord Rd, Salisbury	110719	3.00
1528	2014	Ford	E450	Emergency Services	Reserve/Staff	Various EMS Stations	127830	5.00
1529	2014	Ford	E450	Emergency Services	Reserve/Staff	Various EMS Stations	152903	5.00
1623	2015	Ford	E450	Emergency Services	St. 87 Spare/Staff	Various EMS Stations	155249	5.00
1624	2015	Ford	E450	Emergency Services	87 Reserve/Staff	Various EMS Stations	145126	5.00
1717	2017	Ford	E450	Emergency Services	M-831 Primary/Staff	Various EMS Stations	154099	5.00
1718	2017	Ford	E450	Emergency Services	M-881 Primary/Staff	Various EMS Stations	115137	5.00
1719	2017	Ford	E450	Emergency Services	M-891 primary/Staff	Various EMS Stations	127348	5.00
1817	2018	Ford	E450	Emergency Services	M-821 primary/Staff	Various EMS Stations	130927	5.00
1818	2018	Ford	E450	Emergency Services	M-861 primary/Staff	Various EMS Stations	74952	5.00
1819	2018	Ford	E250	Emergency Services	David Sells	2727 Old Concord Rd, Salisbury	54929	5.50
1924	2018	Ford	E450	Emergency Services	M851 - Primary/Staff	Various EMS Stations	94856	5.00
1925	2018	Ford	E450	Emergency Services	M852 Primary/Staff	Various EMS Stations	51069	5.00
2020	2019	Ford	E450	Emergency Services	Medic 871 Primary/Staff	Various EMS Stations	39238	5.00
2021	2019	Ford	E450	Emergency Services	Medic 841 Primary /Staff	Various EMS Stations	44587	5.00
0810	2008	Ford	EXPLORER	Emergency Services	Fire Division spare/Staff	2727 Old Concord Rd, Salisbury	147506	2.00
1820	2018	Ford	F250	Emergency Services		2727 Old Concord Rd, Salisbury	100765	4.50
1923	2019	Ford	F250	Emergency Services		2727 Old Concord Rd, Salisbury	15129	4.50
2022	2020	Ford	F250	Emergency Services		2727 Old Concord Rd, Salisbury	15600	4.50
0422	2004	Ford	F550	Emergency Services		2325 Statesville Blvd, Salisbury	10511	4.50

Vehicle number assigned by the County		Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	August 2021 Odometer reading	Vehicle Equivalent Unit			Annual Budget	Monthly
	2012	GMC	G4500	Emergency Services	Reserve (LAST OUT)/Staff	2727 Old Concord Rd, Salisbury	126772	4.50	VEU	ORG	Amount Rounded	Allocation
1419	2012	GMC	G4500	Emergency Services	reserve /Staff	2727 Old Concord Rd, Salisbury	122142	4.50				
0204	1985	Ford	L8000	Emergency Services	Squad 4/Hazmat Team	1402 S. Main St, Salisbury	27759	6.50				
0546	1988	MACK	MC686FCS	Emergency Services	Station 59/Staff	135 St. Matthews Church Rd,	8968					
1215	2012	Chevrolet	Silverado 2500	Emergency Services	Division Spare/Staff	2727 Old Concord Rd, Salisbury	190260	4.50				
1224	2012	Chevrolet	Silverado 2500	Emergency Services	Andrew King	2727 Old Concord Rd, Salisbury	116322	4.00				
1302	2013	Chevrolet	Tahoe	Emergency Services	CCP-3/Staff	123 N Shaver St, Salisbury	136831	2.00				
1317	2013	Chevrolet	Tahoe	Emergency Services		2727 Old Concord Rd, Salisbury	92134	2.00				
1318	2013	Chevrolet	Tahoe	Emergency Services		2727 Old Concord Rd, Salisbury	80588	2.00				
1530	2014	Chevrolet	Tahoe	Emergency Services		2650 Long Ferry Rd, Salisbury	96566	2.00				
1716	2016	Chevrolet	Tahoe	Emergency Services		1090 Corporate Center Dr.,	35293	2.00				
FY22	2022	Ford	F250	Emergency Services	001115	NEW PURCHASES FOR FY 22	33233	2.00				
FY22	2022	Ford	F250	Emergency Services	0.00	NEW PURCHASES FOR FY 22		4.00				
FY22	2022	Ford	F250	Emergency Services	00145	NEW PURCHASES FOR FY 22		4.00				
FY22	2022	Ford	F250	Emergency Services		NEW PURCHASES FOR FY 22		4.00				
FY22	2022	Ford	F250	Emergency Services		NEW PURCHASES FOR FY 22		4.00				
FY22	2022	Ford	E450	Emergency Services		NEW PURCHASES FOR FY 22		4.00				
FY22	2022	Ford	E450	Emergency Services		NEW PURCHASES FOR FY 22		5.00				
FY22	2022	Ford	E450	Emergency Services		NEW PURCHASES FOR FY 22		5.00				
2101	2021	Dodge	Ram 1500	RCSO		232 N. Main St., Salisbury, NC	7,508		166.50	1154330	160,477.00	13,373.06
2102	2021	Dodge	Ram 1500	RCSO		232 N. Main St., Salisbury, NC	8,570	2.00				
2103	2021	Dodge	Ram 2500	RCSO		232 N. Main St., Salisbury, NC	7,314	2.00				
2104	2021	Dodge	Ram 1500	RCSO		232 N. Main St., Salisbury, NC		2.00				
2105	2021	Dodge	Durango	RCSO		232 N. Main St., Salisbury, NC	2,181	2.00				
2106	2021	Dodge	Durango	RCSO	144.6	Not in service yet	757	2.00				
2107	2021	Dodge	Durango	RCSO		232 N. Main St., Salisbury, NC	5,369	2.00				
2108	2021	Dodge	Durango	RCSO		232 N. Main St., Salisbury, NC	6,796	2.00				
	2021	Dodge	Durango	RCSO		232 N. Main St., Salisbury, NC		2.00				
	2021	Dodge	Durango	RCSO		232 N. Main St., Salisbury, NC	7,005	2.00				
2111	2021	Dodge	Durango	RCSO		232 N. Main St., Salisbury, NC	7,005 8,375	2.00				

number assigned by the County	Vehicle Year 2021	Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	2021	Vehicle Equivalen Unit
		Dodge	Durango	RCSO	J. Scrip	232 N. Main St., Salisbury, NC		
2113	2021	Chevrolet	Silverado	RCSO	C. Youngo	232 N. Main St., Salisbury, NC	10,000	2.00
2114	2021	Dodge	Ram 1500	RCSO	J. Owens	232 N. Main St., Salisbury, NC	10,746	2.00
2115	2021	Dodge	Ram 1500	RCSO	S. Hopkins	232 N. Main St., Salisbury, NC	2,002	2.00
2001	2020	Dodge	Durango	RCSO	R. St. Clair	232 N. Main St., Salisbury, NC	1,839	2.00
2002	2020	Ford	F-150	RCSO	R. Mahaley	232 N. Main St., Salisbury, NC	20,847	2.00
2003	2020	Dodge	Charger	RCSO	C. Cauble		17,608	2.00
2004	2020	Dodge	Charger	RCSO	R. Correll	232 N. Main St., Salisbury, NC	15,710	2.00
2005	2020	Dodge	Charger	RCSO	S. Wale	232 N. Main St., Salisbury, NC	21,934	2.00
2006	2020	Dodge	Charger	RCSO	J. Lombard	232 N. Main St., Salisbury, NC	18,011	2.00
2007	2020	Ford	Utility	RCSO	T. Honeycutt	232 N. Main St., Salisbury, NC	17,879	2.00
2008	2020	Ford	Utility	RCSO	T. Warren	232 N. Main St., Salisbury, NC	33,030	2.00
2009	2020	Ford	Utility	RCSO	P. Davis	232 N. Main St., Salisbury, NC	20,767	2.00
2010	2020	Ford	Utility	RCSO	A. Palacios	232 N. Main St., Salisbury, NC	19,849	2.00
2011	2020	Ford	Utility	RCSO	B. Linn	232 N. Main St., Salisbury, NC	19,439	2.00
2012	2020	Ford	Utility	RCSO		232 N. Main St., Salisbury, NC	21,846	2.00
2013	2020	Ford	Utility	RCSO	T. Luby	232 N. Main St., Salisbury, NC	19,205	2.00
2014	2020	Ford	Utility	RCSO	T. James	232 N. Main St., Salisbury, NC	13,071	2.00
2015	2020	Dodge	Durango	RCSO	J. Lentz	232 N. Main St., Salisbury, NC	20,135	2.00
2016	2020	Ford	Transit	RCSO	J. Naves	232 N. Main St., Salisbury, NC	13,764	2.00
2017	2020	Ford	Tranist		J. Abrams	232 N. Main St., Salisbury, NC	7,034	2.00
1901	2019	Ford	Utility	RCSO	Detention Van	232 N. Main St., Salisbury, NC	43,643	2.00
1902	2019	Ford	Utility	RCSO	B. Harris	232 N. Main St., Salisbury, NC	46,355	2.00
1903	2019	Ford	Utility	RCSO	C. Safrit	232 N. Main St., Salisbury, NC	53,878	2.00
	2019	Ford		RCSO	D. Scott	232 N. Main St., Salisbury, NC	64,410	2.00
	2019	Ford	Utility	RCSO	C. Fleming	232 N. Main St., Salisbury, NC	59,804	2.00
	2019	Ford	Utility	RCSO	C. Scott	232 N. Main St., Salisbury, NC	39,963	2.00
	2019		Utility	RCSO	R. Hadley	232 N. Main St., Salisbury, NC	53,342	2.00
	2019	Ford	Utility	RCSO	S. Stoner	232 N. Main St., Salisbury, NC	61,070	
		Ford	F-150	RCSO	N. Plumley	232 N. Main St., Salisbury, NC	55,801	2.00
	2019	Ford	F-150	RCSO	B. Marsh	232 N. Main St., Salisbury, NC		2.00
1310	2019	Ford	F-150	RCSO	R. Barkley	232 N. Main St., Salisbury, NC	42,985 61,059	2.00

Amount Rounded

ORG

Monthly

Vehicle number assigned by the County	Vehicle Year	Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	August 2021 Odometer reading	Vehicle Equivalent Unit
1911	2019	Ford	F-150	RCSO	J. Burleyson	232 N. Main St., Salisbury, NC	2.1	
1912	2019	Ford	F-150	RCSO	T. Poole	232 N. Main St., Salisbury, NC	52,896	2.00
1913	2019	Ford	F150	RCSO	D. Lindley	232 N. Main St., Salisbury, NC	27,612	2.00
1914	2019	Chevrolet	Tahoe	RCSO	R. Addison	232 N. Main St., Salisbury, NC	17,599	2.00
1915	2019	Chevrolet	Tahoe	RCSO	S. Duffell	232 N. Main St., Salisbury, NC	50,659	2.00
1916	2019	Ford	Fusion	RCSO	H. Bailey	232 N. Main St., Salisbury, NC	26,492	2.00
1917	2019	Dodge	Durango	RCSO	K. Black		53,406	2.00
1918	2019	Ford	Transit 350	RCSO	Detention Van	232 N. Main St., Salisbury, NC	37,301	2.00
1933	2019	Ford	Utility	RCSO	S. Hylton	232 N. Main St., Salisbury, NC	100,957	3.00
1801	2018	Dodge	Charger	RCSO	J. Sifford	232 N. Main St., Salisbury, NC	11,919	2.00
1802	2018	Ford	Utility	RCSO	M. Efird	232 N. Main St., Salisbury, NC	28,800	2.00
1803	2018	Ford	Utility	RCSO	J. Miller	232 N. Main St., Salisbury, NC	75,283	2.00
1804	2018	Ford	Utility	RCSO	OPEN	232 N. Main St., Salisbury, NC	85,769	2.00
1805	2018	Ford	Utility	RCSO	K. Grill	232 N. Main St., Salisbury, NC	60,592	2.00
1806	2018	Ford	Utility	RCSO		232 N. Main St., Salisbury, NC	67,512	2.00
1807	2018	Ford	Utility	RCSO	J. Corriher	232 N. Main St., Salisbury, NC	57,255	2.00
1808	2018	Ford	Utility	RCSO	B. Watson	232 N. Main St., Salisbury, NC	69,778	2.00
1809	2018	Ford	Utility		J. Parks III	232 N. Main St., Salisbury, NC	79,136	2.00
1810	2018	Ford	Utility	RCSO	D. Fero	232 N. Main St., Salisbury, NC	71,949	2.00
1811	2018	Ford		RCSO	N. Shue	232 N. Main St., Salisbury, NC	55,866	2.00
1812	2018	Ford	Utility	RCSO	J. Taggert	232 N. Main St., Salisbury, NC	77,693	2.00
1813	2018	Ford	F150	RCSO	J. Davis	232 N. Main St., Salisbury, NC	38,594	2.00
1814	2018		Utility	RCSO	W. Basinger	232 N. Main St., Salisbury, NC	54,253	2.00
1815	2018	Ford	F150	RCSO	C. Nitzu	232 N. Main St., Salisbury, NC	80,544	2.00
		Ford	Transit	RCSO	Detention Van	232 N. Main St., Salisbury, NC	136,887	3.00
1816	2018	Dodge	Charger	RCSO	S. Stoner	232 N. Main St., Salisbury, NC	82,297	2.00
1835	2018	Nissan	Pathfinder	RCSO	L. Kepley	232 N. Main St., Salisbury, NC	71,477	2.00
1701		Chevrolet	Tahoe	RCSO	Sheriff Auten	232 N. Main St., Salisbury, NC	78,139	
		Chevrolet	Tahoe	RCSO	C. Moose	232 N. Main St., Salisbury, NC	37,620	2.00
	2017	Ford	Sedan	RCSO	B. Rucker	232 N. Main St., Salisbury, NC		2.00
	2017	Ford	Sedan	RCSO	J. Hill	232 N. Main St., Salisbury, NC	44,881	2.00
1705	2017	Ford	Utility	RCSO	J. Simmons	232 N. Main St., Salisbury, NC	65,914	2.00

Monthly

number assigned by the County	Marie Territoria	Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	2021	Vehicle Equivalent Unit
1706	2017	Ford	Utility	RCSO	R. Shoemaker	232 N. Main St., Salisbury, NC		
1707	2017	Ford	Utility	RCSO	A. Dyles	232 N. Main St., Salisbury, NC	59,892	2.00
1708	2017	Ford	Utility	RCSO	C. Greer		90,215	2.00
1710	2017	Ford	Sedan	RCSO	A. Weaver	232 N. Main St., Salisbury, NC	103,191	2.00
1712	2017	Ford	Utility	RCSO	D. Johnson	232 N. Main St., Salisbury, NC	115,717	2.00
1713	2017	Ford	Utility	RCSO	K. Myers	232 N. Main St., Salisbury, NC	102,629	2.00
1714	2017	Ford	Transit	RCSO	Detention Van	232 N. Main St., Salisbury, NC	49,520	2.00
1724	2017	Dodge	Charger	RCSO	M. Smith	232 N. Main St., Salisbury, NC	199,299	3.00
1725	2017	Ford	Utility	RCSO	T. Miller	232 N. Main St., Salisbury, NC	70,799	2.00
1726	2017	Ford	Utility	RCSO	K. Peoples	232 N. Main St., Salisbury, NC	69,102	2.00
1727	2017	Dodge	RAM 1500	RCSO	S. Gregory	232 N. Main St., Salisbury, NC	63,738	2.00
1728	2017	Dodge	RAM 1500	RCSO		232 N. Main St., Salisbury, NC	50,519	2.00
1729	2017	Ford	Utility	RCSO	OPEN	232 N. Main St., Salisbury, NC	70,108	2.00
1730	2017	Toyota	Avalon	RCSO	M. Shrewsbury	232 N. Main St., Salisbury, NC	48,009	2.00
1601	2016	Ford	Utility	RCSO	D. Ramsey	232 N. Main St., Salisbury, NC	105,900	2.00
1602	2016	Ford	Utility	RCSO	C. Williams	232 N. Main St., Salisbury, NC	76,988	2.00
1605	2016	Ford	Utility	RCSO	D. Hatley	232 N. Main St., Salisbury, NC	125,510	2.00
1606	2016	Ford	Utility	RCSO	T. Mahaley	232 N. Main St., Salisbury, NC	106,564	2.00
1607	2016	Ford	Utility		J. Lippard	232 N. Main St., Salisbury, NC	103,124	2.00
1608	2016	Ford	Utility	RCSO	P. Michael	232 N. Main St., Salisbury, NC	119,969	2.00
1609	2016	Ford	Utility	RCSO	J. Wietbrock	232 N. Main St., Salisbury, NC	75,624	2.00
1610	2016	Ford	Utility	RCSO	D. Earnhardt	232 N. Main St., Salisbury, NC	107,707	2.00
1611	2016	Ford	Utility	RCSO	P. Schmeltzer	232 N. Main St., Salisbury, NC	63,709	2.00
1612	2016	Ford		RCSO	C. Ashby	232 N. Main St., Salisbury, NC	59,193	2.00
1613	2016	Ford	Utility	RCSO	B. Benfield	232 N. Main St., Salisbury, NC	61,613	2.00
1614	2016		Utility	RCSO	W. Smith	232 N. Main St., Salisbury, NC	125,984	2.00
1616		Ford	Transit	RCSO	Detention Van	232 N. Main St., Salisbury, NC	41,975	2.00
		Satormade	Trailer	RCSO	CID Encl Trailer	400 Grace Ch. Rd., Salisbury, NC		2.00
	2015	Ford	Sedan	RCSO	J. Sharpe	232 N. Main St., Salisbury, NC	125,988	
	2015	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC		2.00
	2015	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC	117,914	2.00
1506	2015	Ford	Sedan	RCSO	Out Service	6330 Mooresville Rd., Salisbury, NC	145,255	2.00

Amount Rounded

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Monthly

Vehicle number assigned by the County		Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	August 2021 Odometer reading	Vehicle Equivalent Unit
	2015	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC		
1508	2015	Ford	Sedan	RCSO	Out Service	6330 Mooresville Rd., Salisbury, NC	129,557	
1510	2015	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC		0.00
1512	2015	Ford	Sedan	RCSO	Out Service	6330 Mooresville Rd., Salisbury, NC	121,915	
1513	2015	Ford	Sedan	RCSO	M. Dixon	232 N. Main St., Salisbury, NC		0.00
1514	2015	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC	163,053	2.00
1515	2015	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC	136,850	2.00
1518	2015	Ford	Sedan	RCSO	Spare - Patrol		118,394	2.00
1519	2015	Ford	Sedan	RCSO	T. Haupt	400 Grace Ch. Rd., Salisbury, NC	126,153	2.00
1520	2015	Ford	Sedan	RCSO	T. Zimmerman	232 N. Main St., Salisbury, NC	123,208	2.00
1522	2015	Ford	Sedan	RCSO	A. Ratledge	232 N. Main St., Salisbury, NC	54,845	2.00
1523	2015	Ford	Utility	RCSO	Out of Service	232 N. Main St., Salisbury, NC	84,432	2.00
1524	2015	Ford	Utility	RCSO	J. Croyle	425 Airport Rd., Salisbury, NC	139,819	0.00
1401	2014	Chevrolet	Tahoe 4x4	RCSO	G. Hannold	232 N. Main St., Salisbury, NC	77,657	2.00
1402	2014	Chevrolet	Impala	RCSO	SLATING PARTY AND ADDRESS OF THE PARTY AND ADD	232 N. Main St., Salisbury, NC	67,365	2.00
1403	2014	Chevrolet	Impala	RCSO	Spare Unmarked	232 N. Main St., Salisbury, NC	145,220	2.00
1404	2014	Ford	Utility	RCSO	R. Walker	400 Grace Ch. Rd., Salisbury, NC	142,668	2.00
1405	2014	Ford	Detective	RCSO		232 N. Main St., Salisbury, NC	83,675	2.00
1406	2014	Ford	Sedan	RCSO	J. Thomason	232 N. Main St., Salisbury, NC	105,976	2.00
1409	2014	Ford	Sedan	RCSO	Detention Van	232 N. Main St., Salisbury, NC	135,379	2.00
1410	2014	Ford	Sedan	RCSO	M. Deblasi	232 N. Main St., Salisbury, NC	161,094	2.00
1411	2014	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC	142,710	2.00
1412	2014	Ford	Sedan	RCSO	B. Bebber	232 N. Main St., Salisbury, NC	149,571	2.00
1413	2014	Ford	Sedan	3.5.7.2	L. Eller	232 N. Main St., Salisbury, NC	79,784	2.00
1415	2014	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC	137,454	2.00
1423	2014	Ford	Sedan	RCSO	Spare - Patrol	400 Grace Ch. Rd., Salisbury, NC	123,623	2.00
1301	2013		Tahoe 4x4	RCSO	Spare - CID	232 N. Main St., Salisbury, NC	86,695	2.00
1304	2013	Ford	Utility	RCSO	S. Flowers	232 N. Main St., Salisbury, NC	98,731	2.00
	2013	Ford		RCSO	H. Bost	232 N. Main St., Salisbury, NC	131,132	2.00
	2013	Ford	Utility	RCSO	T. Bare	232 N. Main St., Salisbury, NC	126,341	2.00
			Sedan	RCSO	Spare	400 Grace Ch. Rd., Salisbury, NC	149,454	2.00
		Chevrolet	Impala	RCSO	Spare - Detention	232 N. Main St. Callal	72,133	2.00

Amount Rounded

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Monthly

number assigned by the County		Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	August 2021 Odometer reading	Vehicle Equivalent Unit
1308	2013	Chevrolet	Impala	RCSO	Spare- Patrol	400 Grace Ch. Rd., Salisbury, NC	E SUPPLY TO CO	
1309	2013	Chevrolet	Caprice	RCSO	Out of Service	425 Airport Rd., Salisbury, NC	70,745	2.00
1310	2013	Chevrolet	Caprice	RCSO	Out of Service	6330 Mooresville Rd., Salisbury, NC		0.00
1311	2013	Chevrolet	Caprice	RCSO	Out of Service	425 Airport Rd., Salisbury, NC		0.00
1312	2013	Chevrolet	Caprice	RCSO	A. Downs			0.00
1322	2013	Dodge	Charger	RCSO	Spare - Detention	232 N. Main St., Salisbury, NC	134,346	2.00
1323	2013	Chevrolet	Impala	RCSO	A. Mackey	400 Grace Ch. Rd., Salisbury, NC	87,931	2.00
1204	2012	Chevy	Tahoe 4x4	RCSO	G. Bacote	232 N. Main St., Salisbury, NC	56,888	2.00
1205	2012	Chevy	Impala	RCSO		232 N. Main St., Salisbury, NC	141,454	2.00
1207	2012	Chevy	Caprice	RCSO	Out of Service	425 Airport Rd., Salisbury, NC	153,589	0.00
1210	2012	Chevy	Caprice	RCSO	Out of Service	425 Airport Rd., Salisbury, NC		0.00
1217	2012	Dodge	Charger		M. Shoemaker	232 N. Main St., Salisbury, NC	69,932	2.00
1222	2012	Polaris	Ranger-RZR	RCSO	Out of Service	425 Airport Rd., Salisbury, NC	126,830	0.00
1223	2012	Carry-All		RCSO	ATV 4x4	6800 Bringle Ferry Rd., Salisbury,		1.30
1113	2011			RCSO	Carry All Trailer	425 Airport Rd., Salisbury, NC		1.20
1018		Toyota	Camry	RCSO	SIU- UC Car	232 N. Main St., Salisbury, NC	155,833	2.00
0910	2010	Ruff/Tuff		RCSO	Electric ATV	425 Airport Rd., Salisbury, NC		1.30
0911	2009	Ford	Econoline	RCSO	Detention Van	232 N. Main St., Salisbury, NC	190,334	1.20
	2009	Toyota	Tacoma	RCSO	SIU- UC Car	232 N. Main St., Salisbury, NC	136,560	1.20
0924	2009	Dodge	Charger	RCSO	J. Desmond	232 N. Main St., Salisbury, NC	125,948	
0801	2008	Carolina	Skiff	RCSO	Carolina Skiff	232 N. Main St., Salisbury, NC	123,340	1.20
0802	2008	Wesco	Trailer	RCSO	Boat Tailer	232 N. Main St., Salisbury, NC		1.30
0803	2008	Dodge	RAM 1500	RCSO	Out of Service	400 Grace Ch. Rd., Salisbury, NC	447.000	1.20
0804	2008	Dodge	RAM 1500	RCSO	CID Spare	232 N. Main St., Salisbury, NC	147,293	0.00
0806	2008	Ford	Expedition	RCSO	T. Cato	232 N. Main St., Salisbury, NC	126,871	2.00
0820	2008	Labueau	Trailer	RCSO	Labeau Trailer	425 Airport Rd., Salisbury, NC	101,202	2.00
0824	2008	Dodge	Charger	RCSO	Spare Parts			1.20
0705	2007	Ford	Van	RCSO	ABC Van (SIU)	6330 Mooresville Rd., Salisbury, NC		0.00
0726	2007	Dodge	Charger	RCSO	J. Gagliardi	232 N. Main St., Salisbury, NC	107,005	2.00
0601	2006	Ford	VAN	RCSO	SRT Van	232 N. Main St., Salisbury, NC	114,884	2.00
0605	2006	Chevy	Tahoe 4x4	RCSO		232 N. Main St., Salisbury, NC	156,823	2.00
0507	2005	Ford	Crown Vic	RCSO	N. Goodman Jerry Davis	232 N. Main St., Salisbury, NC 232 N. Main St., Salisbury, NC	185,785	2.00

Amount Rounded

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Monthly

Vehicle number assigned by the County		Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	2021	Vehicle Equivalent Unit			Annual Budget	Monthly
	2005	N/A	Trailer	RCSO	GHSP Trailer	425 Airport Rd., Salisbury, NC		Party State	VEU	ORG	Amount Rounded	Allocation
0536	2005	Ford	Crown Vic	RCSO	SPARE	425 Airport Rd., Salisbury, NC	110.00	1.20				
9614	1996	Pulse	Boat	RCSO	V-hull Boat	425 Airport Rd., Salisbury, NC	146,697	2.00				
9615	1996	Trailer	Magic Trail	RCSO	V-Hull Trailer	425 Airport Rd., Salisbury, NC		1.20				
9435	1994	Freightliner	Truck	RCSO	SRT Truck			1.20				
918	2009	Ford	Ranger Truck	West End Plaza	Steven Keels	232 N. Main St., Salisbury, NC 1935 Jake Alexander Blvd. West	27,843 173,278	2.00	315.70	1154410	304,280.00	25,356.6
2025	2020	Ford	F250 Truck	Fac Mgt	Yard Crew	425 Airport Rd			2.00	1154214	1,928.00	160.6
1421	2014	Ford	E250 Van	Fac Mgt	Roxanne Smithly		11,157	4.00				100.0
9929	1999	Ford	F450	Fac Mgt	Fac Staff	425 Airport Rd	101,481	2.00				
1019	2010	-	Dumptruck		, ac stan	425 Airport Rd	69,836	2.00				
1526	2010	Ford	Edge SUV	Fac Mgt	Janitorial	425 Airport Rd	119,820	2.00				
	2015	Ford	F250 Truck	Fac Mgt	Gregg Seaford	425 Airport Rd	71,769					
84185	2021		Escape SUV	Fac Mgt	Janitorial	425 Airport Rd		4.00				
62812	2021	Ford	Escape SUV	Fac Mgt	Janitorial	425 Airport Rd	1,751	2.00				
808	2008	Ford	E250 Van	Fac Mgt	Scott Souther	425 Airport Rd	1,142	2.00				
1720	2017	Ford	F 250XL Truck 4 Door	Fac Mgt	Ron Doby	425 Airport Rd	171,211 55,669	2.00				
1527	2015	1	F250 Super Duty Truck	Fac Mgt	Wesley Rhyne	425 Airport Rd	74,818	2.00				
914	2008	Ford	F150 XL Truck	Fac Mgt	Heith Kluttz	425 Airport Rd	149,872	2.00				
1621	2016		F250 Super Duty Truck	Fac Mgt	Joe Robinson	425 Airport Rd	69,340	4.00				
1619	2016	Ford	Explorer SUV	Dan Nicholas Park	Don Bringle	6800 Bringle Ferry Rd/ 425 Airport	20.444	-	30.00	1154134	28,915.00	2,409.56
1928	2019	Ford	F250	Dan Nicholas Park		6800 Bringle Ferry Rd	89,166	2.00				,
	2018	Ford	F250 Diesel	Dan Nicholas Park		6800 Bringle Ferry Rd	24,035	4.00				
	2004	Ford	F250	Dan Nicholas Park	D.: 141	6800 Bringle Ferry Rd	54,723	4.00				
916	2009	Ford	Ranger Truck	Dan Nicholas Park			143,235	4.00				
221	2002	Ford	Ranger Truck	Dan Nicholas Park		6800 Bringle Ferry Rd	148,816	2.00				
714	2007	Ford f	Ranger Truck	Dan Nicholas Park		6800 Bringle Ferry Rd	64,699	2.00				
1622	2016	Ford	F150 Truck	Ellis Park		6800 Bringle Ferry Rd	148,909	2.00	20.00	1156230	10 277 00	4 600 00
1715	2017	Ford F	1560 Truck	Sloan Park	0.1.0	3541 Old Mocksville Rd, Salisbury,	1622	2.00		1156237	19,277.00	1,606.37
623	2006	Ford F	langer Truck	Sloan Park	0. 11	550 Sloan Road, Mt Ulla	32450	2.00		-20023/	1,928.00	160.64
					Staff	551 Sloan Road, Mt Ulla	159350	2.00				

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	2010	Ford	E350 Van	Dunn's Mtn Park	Park Staff	1740 Dunns Mountain Rd,	PERSONAL C		VEU	ORG	Amount Rounded	Allocation
unknown	2012	Ford	E350 Van	Dunn's Mtn Park	Park Staff	1740 Dunns Mountain Rd,	153320	2.00				
1509	2015	Ford	Taurus	Health	Randy Swicegood		174407	2.00	4.00	1156239	3,856.00	321.
1501	2015	Ford	Taurus	Health	Tucker Osborne	402 N. Main Street	144661	2.00				
1504	2015	Ford	Taurus	Health	Jacob Ward		113329	2.00				
704	2007	Dodge	Durango	Health	Matt Lamb	402 N. Main Street	128928	2.00				
26817	2014	FORD	EXPLORER	PLANNING		402 N. Main Street	179659	2.00	8.00	1155185	7 711 00	545
607	2006	FORD	RANGER	PLANNING	STAFF	402 N MAIN ST, SALISBURY	77691	2.00			7,711.00	642.
1931	2019	FORD	EXPLORER		RYAN MICKEY	402 N MAIN ST, SALISBURY	70237	2.00				
715	2007	Ford	Ranger		JOSH CANUP	402 N MAIN ST, SALISBURY	24375	2.00	6.00			
917	2009	Ford		Building Inspections	The indicate of the iny		92,340	2.00	6.00	1154830	5,783.00	481.9
728	2007	Ford	Ranger	Building Inspections	1		211,157	2.00				
1824	2018		Ranger	Building Inspections	_ pare		116,766					
1617		Ford	Escape	Building Inspections	David Prevette		41,381	2.00				
	2017	Ford	Escape	Building Inspections	Scott Lowder		110,025					
1618	2017	Ford	Escape	Building Inspections	McDonald Armond			2.00				
1721	2017	Ford	Escape	Building Inspections	Ashley Goodman		104,448	2.00				
1722	2017	Ford	Escape	Building Inspections	Rodney Newton		81,000	2.00				
1823	2018	Ford	Escape	Building Inspections	Robert Manak		88,993	2.00				
1827	2018	FORD	F-150 TRUCK	ANIMAL SERVICES	ACO Stephanie Earnhardt		83,080	2.00	18.00	1154250	17,349.00	1 445 5
2023	2020	FORD	F-150 TRUCK	ANIMAL SERVICES		1465 Julian Rd, Salisbury NC 28146	and the second second	2.00			17,349.00	1,445.7
1324	2013	5000	F-150 TRUCK	ANIMAL SERVICES	ACO Thomas Staton	1465 Julian Rd, Salisbury NC 28146	The second second	2.00				
2118	2021	5000	F-150 TRUCK	ANIMAL SERVICES	ACO Linda Gaylor	1465 Julian Rd, Salisbury NC 28146		2.00				
1920	2019	5000	F-150 TRUCK	ANIMAL SERVICES		1465 Julian Rd, Salisbury NC 28146	9383	2.00				
	2013	FORD				1465 Julian Rd, Salisbury NC 28146	50500	2.00				
	2019	FORD	F-150 TRUCK	ANIMAL SERVICES	Enf. Manager Clai Martin	1465 Julian Rd, Salisbury NC 28146	168329	2.00				
		5000	F-150 TRUCK	ANIMAL SERVICES	100	1465 Julian Rd, Salisbury NC 28146	42534	2.00				
	2010		F-150 TRUCK	ANIMAL SERVICES	11 . 1-	1465 Julian Rd, Salisbury NC 28146	145107					
	2009		F-150 TRUCK	ANIMAL SERVICES		1465 Julian Rd, Salisbury NC 28146	148294	2.00				
222	2007	FORD	F-150 TRUCK	ANIMAL SERVICES		1465 Julian Rd, Salisbury NC 28146		2.00				
	2009	FORD	F-150 TRUCK	ANIMAL SERVICES		425 Airport Rd, Salisbury, NC	180888	2.00				
500	2011		F-250 Van	ANIMAL SERVICES	Cl. Iv. iv.		149640	2.00				
608	2008	FORD	RANGER	ANIMAL SERVICES		1465 Julian Rd, Salisbury NC 28146 1465 Julian Rd, Salisbury NC 28146	191733	4.00				

Vehicle number assigned by the County	Vehicle Year	Vehicle Make DODGE	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	2021	Vehicle Equivalent Unit			Annual Budget	Monthly
			1500 RAM TRUCK	ANIMAL SERVICES	not working/sales lot	425 Airport Rd, Salisbury, NC 28147	113054	2.00	VEU	ORG	Amount Rounded	Allocation
1922	2019	FORD	F-150 TRUCK	ANIMAL SERVICES	ACO Eric Williams	1465 Julian Rd Callah - 115 car						
	2011	FORD	F-150 TRUCK	ANIMAL SERVICES	Nature Center staff	Nature Center 6800 Bringle Ferry		2.00	32.00	1156420	30,843.00	2,570.2
805	2006	FORD	EXPEDITION	ANIMAL SERVICES	Nature Center staff			2.00				,
223	2008	CHEVROLET	1500 TRUCK	ANIMAL SERVICES	Nature Center staff	Nature Center 6800 Bringle Ferry	121258	2.00				
8826	1988	Chevrolet	1500 (4x4)	Environmental		Nature Center 6800 Bringle Ferry	141506	2.00	6.00	1156440	F 702 00	
9613	1996	Dodge	3500	Environmental	Staff	789 Campbell Rd. Woodleaf	192702	2.00	0.00	1130440	5,783.00	481.91
9804	1998	Ford	F-250 (4x4)		Staff	Landfill	255805	2.00				
9928	1999	Ford			Staff	Landfill	395999	2.00				
9930	1996		E-150	Environmental	Staff	Landfill	172490	4.00				
222		Mack	DM6905	Environmental	Staff	Landfill	32300					
	1990	Peterbuilt	Truck	Environmental	Staff	Landfill	REAL PROPERTY AND	0.00				
735		Freighliner	Truck	Environmental	Staff	Landfill	45281	0.00				
1116	2005	Mack	Granite DT	Environmental	Staff	Landfill	286034	0.00				
1213	2012	Mack	Granite	Environmental	Staff	是一个主义的。 第一个人们的一个人们的一个人们的一个人们的一个人们的一个人们的一个人们的一个人们的	173186	0.00				
1326	2013	Ford	F-550	Environmental	The Control of the Co	Landfill	55275	0.00				
1919	2019	Ford	F-250 (4x4)	Environmental	Staff	Landfill	32779	0.00				
424	2004	Ford	F-250		Staff	Landfill	32203	7.00				
lot issued	2021			Environmental	Staff	Landfill	146663	7.00				
		Mack	Granite	Environmental	Staff	Landfill	1258					
	2018	Ford	F 250	Environmental	Staff	Landfill		0.00				
9927		nternation	Trk 4700	Environmental	Recycling	Rec- Processing Center 1102 N.	37282	MENTAL STATE OF THE PARTY OF TH	31.00	6154720	29,879.00	2,489.96
1327	2013	Ford	F-650	Environmental	Recycling	· · · · · · · · · · · · · · · · · · ·	258830	0.00				_,
1417	2015	Ford	F-250	Environmental	Recycling	Rec- Processing Center 1102 N.	97116	0.00				
2005	2005	Ford	E-450	Environmental		Rec- Processing Center 1102 N.	103273	7.00				
1620	1620	Ford	Explorer	Environmental	6.1.1.6	Rec- Processing Center 1102 N.	127540	7.00	14.00 4	5154730	42 40 4 6 5	
19336	2019	Dodge	Durango			Admin- 1102 N. Long St. Ext. E.	79495	2.00			13,494.00	1,124.46
			- and in go	Airport	ots/Passengers Crew Car (needs replac	3670 Airport Loop	190911	2.00	2.00	5154705	1,928.00	160.64
	2001	Ford	F250	Airport	F	3670 Airport Loop	3683	4.00				
	2015	Ford	E350 (lift)	Transit	Committee of the Commit	2726 Old Concord Road			6.00 6	354560	5,783.00	481.91
15671	2015	Ford	E350 (lift)	Transit	V		142718	0.00			-,. 05.00	401.91
15672	2015	Ford	E350 (lift)	Transit		2726 Old Concord Road	120240	0.00				
		300000000000000000000000000000000000000	CANADA AND DE	PARKET AND SELECTION	Various RTS Drivers	2726 Old Concord Road	123911	0.00				

1801 2018 Ford Frank 1871 Transit Various RTS Drivers 2726 Old Concord Road 145980 0.00	number assigned by the County		Vehicle Make	Vehicle Model	Department	Driver	The physical address of where the vehicle can be inspected (this includes decommissioned and out-of-service vehicles)	2021	Vehicle Equivalent Unit			Annual Budget	
1802 2018 Ford Transit Transit Various RTS Drivers 2726 Old Concord Road 68018 0.00	750		Ford	E350 (lift)	Transit	Various RTS Drivers				VEU	ORG		Monthly Allocation
1803 2018 Ford Transit Transit Various RTS Drivers 2726 Old Concord Road 5682 0.00	LOCAL MERC	2018	Ford	Transit (lift)	Transit				0.00				Mocdelor
1804 2018 Ford Transit (Iff) Transit Various RTS Drivers 2726 Old Concord Road 68180 0.00	1802	2018	Ford	Transit	Transit		AND REPORTED THE PROPERTY OF T		0.00				
1805 2018 Ford Transit (IIII) Transit Various RTS Drivers 2726 Old Concord Road 8740 0.00	1803	2018	Ford	Transit (lift)	Transit			62682	0.00				
1805 2018 Ford E350 (IIR) Transit Various RTS Drivers 2726 Old Concord Road 8,6618 0,000	1804	2018	Ford	Transit (lift)	Transit			68180	0.00				
1901 2019 Ford Transit (IIII) Transit Various RTS Drivers 2726 Old Concord Road 42204 0.00	1805	2018	Ford	E350 (lift)	Transit			87410	0.00				
1902 2019	1901	2019	Ford	Transit (lift)				86568	0,00				
1903 2019 Ford E350 (litt) Transit Various RTS Drivers 2726 Old Concord Road 53257 0,00	1902	2019	Ford	Transit (lift)				42204	0.00				
1904 2019 Ford F350 Transit Various RTS Drivers 2726 Old Concord Road 41491 0.00	1903	2019	Ford					53257	0.00				
1905 2019 Ford F550 (lift) Transit Various RTS Drivers 2726 Old Concord Road 30294 0.00	1904	2019	Ford	THE PROPERTY OF THE PARTY.			2726 Old Concord Road	41491	0.00				
1906 2019 Ford F550	1905	2019	20 · 是 10 · 10 · 10 · 10 · 10 · 10 · 10 ·		2000年1月1日日本		2726 Old Concord Road	30294	0.00				
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50155 2.00 6.00 1155310 F 703.00					033	all eligible staff	1813 E Innes Street, Salisbury	50155	2.00	6.00 1	155310	E 702.00	481.91

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer

FROM: Finance				
EXPLANATION IN DETAIL:	То	transfer funds to cover car wash	nes, fumigations, etc.	
				\sim
			Prepared by:	Teresa Sharpless
			Date:	9/1/2022
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Office Supplies	E	1154112-561005		500
Vehicles R&M	E	33018-310-543020-100	500	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUN	TING USE ONLY
Approved:	Ар	proved:	Budget Revision #	22-797
Disapproved:	Dis	approved:	Date Posted:	
Amended:	Am	nended:	Group Number:	
Date: Sep 1, 2022	Dat	te: Sep 1, 2022	Posted by:	
Signature:	Sig	nature:		
anna R. Burngainen		Man Co-UNITY Bear original.	Approved by:	

Bevis, Lisa F

From:

Bumgarner, Anna R

Sent:

Saturday, August 27, 2022 9:14 PM

To:

Johnson, Kelly Y

Cc:

Odell, Mitzi C; Ennis, Micah, M.; Bevis, Lisa F

Subject:

Re: FY '23 Budget Needs

let's look at this next week.

1154112 - 561005

Get Outlook for iOS

From: Johnson, Kelly Y < Kelly. Johnson@rowancountync.gov>

Sent: Wednesday, August 17, 2022 1:32:53 PM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Cc: Odell, Mitzi C < Mitzi. Odell@rowancountync.gov>; Ennis, Micah, M. < Micah. Ennis@rowancountync.gov>

Subject: Fw: FY '23 Budget Needs

Anna,

Mitzi contacted me about the new Fleet lines for R&M and I will set up the project strings today. Meanwhile, she mentioned moving the current budget to the target line. I pulled up our current line and noticed I'm missing the 500.00 promised to be added. See email thread below. I thought Teresa had processed for us but it is not posted. Can you please honor this and add to our current line (33018-310-543020-100)?

I appreciate it!

From: Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>

Sent: Thursday, July 7, 2022 4:19 PM

To: Johnson, Kelly Y < Kelly. Johnson@rowancountync.gov>; Howden, James M < James. Howden@rowancountync.gov>

Subject: RE: FY '23 Budget Needs

Hi Kelly,

Departments are able to key BA's now for FY23. If you will please process the BA for APS Essential Serv Payment as normal. I will get with Jim to see where to move the \$500 for Vehicle R&M and get that one processed for you.

Please let me know if you have any questions.

Thanks

Teresa

From: Johnson, Kelly Y < Kelly. Johnson@rowancountync.gov>

Sent: Friday, July 1, 2022 9:49 AM

To: Howden, James M < <u>James.Howden@rowancountync.gov</u>>
Cc: Sharpless, Teresa F. < <u>Teresa.Sharpless@rowancountync.gov</u>>

Subject: FY '23 Budget Needs

Importance: High

Good morning,

We have several things going on with the budget for next year so consolidated emails to streamline.

First: Per our conversation on 6/10/22, you said you would give us some money to cover car washes, bombings, etc. Amy figured around \$500. Can you please process a BA to increase the Vehicle R&M line? PS is 33018-310-543020-100.

Second: We will have APS funds that will need to be budgeted in FY '23. Lines below:

APS Essential Services Payments 33018-493-582033-100 1155320-582033 20035

APS Essential Services Revenue 33018-5311-431309-000 11453261-431309-

Thank you for processing these!

From: Wagoner, Amy L < Amy. Wagoner@rowancountync.gov>

Sent: Monday, June 13, 2022 9:38 AM

To: Johnson, Kelly Y < Kelly. Johnson@rowancountync.gov>

Subject: RE: vehicle r&m line

Rough estimate I would say \$500. That would give us 5 car washes for each vehicle at \$30 each and cover if we have to bomb any of the cars.

Right now we pay about \$70 total for all 3 vehicles to be washed.

ROWAN COUTY

NORTH CAROLINA

Be an original.

Amy L. Wagoner | Administrative Assistant II

Department of Social Services

1813 E. Innes Street, Salisbury, NC, 28146

[p] 704-216-8400 [f] 704-638-3041

www.rowancountync.gov

BA-02-797

Final Audit Report

2022-09-02

Created: 2022-09-01

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAmxKwsiXkQUVhnUfxKxu8Mm7GyxAbLwkm

"BA-02-797" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2022-09-01 - 7:36:58 PM GMT- IP address: 24.123.188.14

- Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature 2022-09-01 7:38:54 PM GMT
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 Signature Date: 2022-09-02 2:26:25 AM GMT Time Source: server- IP address: 24.123.188.14
- Document emailed to Aaron Church (aaron.church@rowancountync.gov) for signature 2022-09-02 2:26:27 AM GMT
- Email viewed by Aaron Church (aaron.church@rowancountync.gov)
 2022-09-02 3:08:21 AM GMT- IP address: 104.28.39.160
- Document e-signed by Aaron Church (aaron.church@rowancountync.gov)

 Signature Date: 2022-09-02 3:09:03 AM GMT Time Source: server- IP address: 174.108.21.253
- Agreement completed.

 2022-09-02 3:09:03 AM GMT

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

To transfer additional funds for payment to Faith Academy Charter School

Reviewed:_

to bring them to an equitable amount per teacher with RSS.

Prepared by:

Lisa Bevis

Date:

08/31/22

RI	IDGET	INFORMAT	ION.
\mathbf{D}	JUGET	HAL CIVINA	IVIN.

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
C/E Classroom Supplies	E	1157140-594010	2,326	
Consulting	E	1154112-532017		2,326
DEPARTMENT HEAD	7.50	COUNTY MANAGER	ACCOUNTIN	G USE ONLY
Approved:		proved:	Budget Revision # 06	1-798
Disapproved: Amended:		ended:	Date Posted: Group Number:	
Date: Sep 1, 2022		te: Sep 1, 2022	Posted by:	
Signature: Anna R. Bumgainer		nature:	Approved by:	
		Precironic sygnature Remarks		

ROWAN COUNTY FY 2023 PROPOSED BUDGET BY LEVEL MANAGER'S RECOMMENDED CONTINUATION

Projection Number:

Department:

Report Date:

20231

7140 - ROWAN CHARTER SCHOOLS

Tucsday, May 24, 2022

Rev/ Exp	Org	Org Desc	Object	Account Description	FY 2020 Actual	FY 2021 Actual	FY 2022 5/24/2022 YTD Actual	FY 2022 Original Budget	FY 2022 Revised Budget	FY 2023 Department Budget	FY 2023 Manager's Budget	Mgrs vs FY 2022 Original
EXP	1157140	RCS EXP	594010 594030	CURRENT EXPENSE	\$731,690	\$1,479,384	\$1,786,510	\$1,907,271	\$1,907,271	\$1,907,271	\$2,230,093	16.9%
			Org Tot:	C/E-CLASSROOM SUPPLIES	\$731,690	\$1,479,384	\$8,259 \$1,794,769	\$1,907,271	\$8,259 \$1,915,530	\$1,907,271	\$8,256	17.4%
	Rev/Exp	Total:			\$731,690	\$1,479,384	\$1,794,769	\$1,907,271	\$1,915,530	\$1,907,271	\$2,238,349	17.4%
FINAL	TOTALS:				\$731,690	\$1,479,384	\$1,794,769	\$1,907,271	\$1,915,530	\$1,907,271	\$2,238,349	17.4%

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Bevis, Lisa F

From:

Bumgarner, Anna R

Sent:

Saturday, August 27, 2022 9:07 PM

To:

Bevis, Lisa F

Subject:

Fwd: Teachers' Classroom Supplies

Let's see if we can get a BA for this and get it issued.

Anna

Get Outlook for iOS

From: Bumgarner, Anna R

Sent: Monday, August 22, 2022 7:01:28 PM

To: Sarah Hensley <shensley@faithacademync.org>
Subject: RE: FW: Teachers' Classroom Supplies

Give me a couple of weeks and I should have you a check for the additional funds for your teachers.

SRO – From what I can tell the funding for the resource officers goes from the state to the school system. The below link says it is effective in June 2023

https://www.ncleg.gov/EnactedLegislation/Statutes/PDF/BySection/Chapter 115C/GS 115C-105.60.pdf



Anna Bumgarner | Finance Director

Rowan County Finance

130 W. Innes Street, Salisbury, NC 28144 [p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166

www.rowancountync.gov/675/Purchasing https://www.rowancountync.gov/260/Finance

From: Sarah Hensley <shensley@faithacademync.org>

Sent: Saturday, August 20, 2022 6:37 PM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Subject: Re: FW: Teachers' Classroom Supplies

WARNING: The sender of this email could not be validated and may not match the person in the "From" field.

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Thanks for calling me on Friday concerning the classroom supplies and following up funding for the SRO for public schools through our commissioners. We are serving grades k - 8 for 2022 - 2023 and will be adding grade nine the following year.

Thanks so much!

On Fri, Aug 19, 2022 at 12:14 PM Sarah Hensley <shensley@faithacademync.org> wrote:

Last year was the first year that Faith Academy Charter School opened as a K-7 school. We are a public school and our teachers did not receive any money from the county for supplies. I sent a request and we received a check later in the year. This year we are a K-8 school with additional teachers. Would you give me a call?

On Fri, Aug 19, 2022 at 10:51 AM Bumgarner, Anna R < Anna.Bumgarner@rowancountync.gov > wrote: Dr. Hensley,

Mr. Church asked me to reach out to you about your request. I am the Finance Director at Rowan County. I am assuming that your provided the request for 41 teachers at some point during our budget process. I have not been able to find a copy of that request. Can you provide me with your original request so I have it for my records?

Please give me a call if we need to discuss.



Anna Bumgarner | Finance Director

Rowan County Finance

130 W. Innes Street, Salisbury, NC 28144

[p] 704-216-8174 [c] 980-330-0157 [f] 704-216-8166

www.rowancountync.gov/675/Purchasing

https://www.rowancountync.gov/260/Finance

From: Church, Aaron < Aaron. Church@rowancountync.gov>

Sent: Tuesday, August 16, 2022 11:42 AM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Subject: Fwd: Teachers' Classroom Supplies

Can you please take care of this?

Aaron Church Rowan County Manager 130 West Innes Street Salisbury, NC 28144 Phone: 704-216-8180 Cell: 704-213-8369

Begin forwarded message:

From: Sarah Hensley < shensley@faithacademync.org >

Subject: Teachers' Classroom Supplies
Date: August 16, 2022 at 11:06:16 AM EDT

To: "Church, Aaron" < Aaron. Church@rowancountync.gov>
Cc: Addy Cofer < acofer@faithacademync.org>, Tara Beaver

<tara@chartersuccesspartners.com>, Jane Creech <<u>icreech@faithacademync.org</u>>, Colby Cochran <<u>ccochran@faithacademync.org</u>>, Sarah Hensley <<u>shensley@faithacademync.org</u>>

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda passed unanimously.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the minutes of the March 21, 2022 Commission Meeting passed unanimously.

1. CONSIDER APPROVAL OF CONSENT AGENDA

Commissioner Klusman moved approval of the Consent Agenda as amended. The motion was seconded by Commissioner Greene and passed unanimously. The Consent Agenda consisted of the following:

- A. ARPA Funding Request
- B. National Cinemedia Agreement
- C. FY 22-23 HOME Funding Action Plan
- D. Cheerwine Satellite Parking Request
- E. Contract with Family Advantage, LLC for DSS
- F. Schedule Public Hearing for ZTA 02-22: Conditional Zoning, for April 18, 2022
- G. Schedule Public Hearing for Z 03-22
- H. Fifth Amendment for Securus Technologies
- I. Amendment No. 2 for REI Engineers, Inc. Master Agreement
- J. East Gold Hill VFD Lease and Option Agreement with HomeTrust Bank
- K. Request for Detention Center Staff Incentives
- L. Authorize the County Manager to sign the North Carolina Museum of Natural Sciences Grant Contract for the County to receive \$75,000 (addition to the Consent Agenda)

To: Rowan County Board of Commissioners

Aaron, Church, County Manager

From: Anna Bumgarner, Director of Purchasing/Contract Administration

Bob Pendergrass, Animal Services Director

Re: North Carolina Museum of Natural Sciences Grant Contract

Date: April 1, 2022

On February 21, 2022, Rowan County Board of Commissioners awarded and approved a budget amendment to receive \$75,000 from the North Carolina Museum of Natural Sciences Grant. The County has now received the grant contract.

Attached is the Grant Contract, the request for payment and the approved agenda item D from 2/21/22.

Recommendation: The Animal Services and Purchasing Directors recommend that the Board of Commissioners authorize the County Manager to sign the North Carolina Museum of Natural Sciences Grant Contract for the County to receive \$75,000.

M. Allocate \$258.09 to each teacher at Faith Academy Charter School for school supplies to match what is provided to each teacher at Rowan-Salisbury Schools (addition to the Consent Agenda).

BA-02-798

Final Audit Report

2022-09-01

Created: 2022-08-31

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAF8YXFoEL6woLWOzEB_2PItyQzAuQqvSw

"BA-02-798" History

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 Signature Date: 2022-09-01 6:52:13 PM GMT Time Source: server- IP address: 24.123.188.14
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 Signature Date: 2022-09-01 7:22:37 PM GMT Time Source: server- IP address: 24.123.188.15
- Agreement completed.

 2022-09-01 7:22:37 PM GMT

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer

FROM: Finance				
EXPLANATION IN DETAIL:	To	transfer funds to cover Axon co	ntract for tasers and came Prepared by: Date:	Teresa Sharpless 9/7/2022
BUDGET INFORMATION:				
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
F/A - Other	E	1154410-576900	21,890	
Consulting Services	E	1154112-532017		21,890
DEPARTMENT HEAD		COUNTY MANAGER	ACCOU	NTING USE ONLY
Approved: 🗵	Арр	roved:	Budget Revision #	03-145
Disapproved:	Disa	approved:	Date Posted:	
Amended:	Ame	ended:	Group Number:	
Date: Sep 7, 2022	Date	e: <u>Sep 7, 2022</u>	Posted by:	
Signature: anne R.Bumgainen	Sign	ature:	Approved by:	

Sharpless, Teresa F.

From:

Bumgarner, Anna R

Sent:

Tuesday, September 6, 2022 11:19 AM

To:

Sharpless, Teresa F.

Subject:

Fwd: AXON Invoices for FY 22-23

We need to discuss

Get Outlook for iOS

From: Sifford, John < John.Sifford@rowancountync.gov>

Sent: Tuesday, September 6, 2022 11:13:29 AM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Cc: Auten, Kevin < Kevin. Auten@rowancountync.gov>

Subject: AXON Invoices for FY 22-23

Anna,

I wanted touch base with you on a matter that Sheriff Auten had discussed with you a few weeks ago. It involves the AXON bills for this current fiscal year. As you may recall, we had the funding in the budget between accounts 1154410-576900 and 1154420-575090 to cover the Invoice #INUS089148, which is \$270,702.90, plus tax of \$15,800.40. The problem is that there was also listed in our budget request for account #1154410-576900 requests to cover the addition of AXON Cameras for the Bailiffs in the amount of \$12,732 (Invoice #INUS089147) for the 2nd year, and the addition of Tasers & Cameras for the Warrant Squad in the amount of \$9,158 (Invoice #INUS089146) for the 2nd year. These amounts were in our budget request that was submitted in account #1154410-576900, but apparently were mistaken as expansion requests and not a continuation item. A Taser rep. has asked to talk with me today, and I was thinking that the question of payment on these outstanding invoices may come up??

Thanks,

John

 $0 \cdot C$

Major John C. Sifford
Rowan County Sheriff's Office
Administrative and Support Services
232 N. Main St.
Salisbury, NC 28144
(704)-216-8668
john.sifford@rowancountync.gov

12.732.000 + 9.158.000 + 21.890.000 *

move from 1154112-532017

Percent used

Account Inquiry [Rowan County] -4 0 à **3-112** B Back Browse Output Print Display Save Word Totals Excel Months Seg Find Project Schedule Attach Detail Strings Account 1010 Fund ··· GEN FD Acct 1010-42-4244-4400-4410-0000-000-5-576900-Org 1154410 --- SO EXPEND Acct name F/A-OTHER Account Notes Object 576900 ·-- F/A-OTHER Type Expense Active Status Project Rollup Sub-Rollup MultiYr Fund GAAP W/CARRY FORWARD 4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH Yr/Per 2022/13 Fiscal Year 2022 Fiscal Year 2021 Fiscal Year 2020 Fiscal Year 2023 Original Budget 254,522.00 133,392.00 160,945.00 189,000.00 Transfers In .00 .00 .00 .00 Transfers Out SEE. .00 .00 .00 .00 Revised Budget 254,522.00 160,945.00 133,392.00 189,000.00 Actual (Memo) 200 219,827.93 129,262.00 159,276.44 Encumbrances FR79 .00 .00 No. .00 .00 Requisitions 部的 .00 .00 Available 34,694.07 4,130.00 1,668.56 189,000.00

96.90

Increase 21,890

.00

86.37

98.96

User Defined

Fields

Account Inquiry [Rowan County]

xcel	Word	Email	Schedule	(0) (a) Attach	-	Detail		Project	User Defined	

Back	Search	Browse		Output	Print	Display	PDF	Save	Excel	Word	Email	Schedule	(0) Attach	-	Detail	Months	Seg Find
Account																	
Fund	1010			GEN FD)		Acct		1010-41-4100	0-4112-0000	0-0000-00	0-5-532017-					
Org	1154112			GEN EX	Ρ .		Acct name		CONSULTING	SERVICES						Accoun	t Notes
Object	532017			CONSU	LTING		Type		Expense		-	Status	Active	-			
Project							Rollup			🗅							
							Sub-Rollup)		0							
								M	lultiYr Fund								
4 YEAR Yr/Per 20	022/13	ON	GAAP	W/CARI Fisca	RY FORN		HISTORY	4 Y	EAR GRAPH	HISTO	RY GRA		020		Fisc	al Year 202	23
	022/13	ON	GAAP			2022	HISTORY	4 Y	EAR GRAPH	HISTO		iscal Year 2			Fisca	al Year 202	
Yr/Per 20	022/13 Budget	ON	GAAP		al Year 2	0.00	HISTORY	4 Y	'EAR GRAPH al Year 2021 100,000.00			iscal Year 20 250,000	.00		Fisca	150,000.0	0
Yr/Per 20 Original	022/13 Budget s In	ON	GAAP		al Year 2	0.00	HISTORY	4 Y	EAR GRAPH al Year 2021 100,000.00 130,000.00	State		iscal Year 2	.00		Fisca	150,000.0 442,507.0	0
Yr/Per 20 Original I Transfers	022/13 Budget s In s Out	ON	GAAP		al Year 2 100,000 55,880	0.00	HISTORY	4 Y	EAR GRAPH al Year 2021 100,000.00 130,000.00	State		250,000. 87,561.	.00		Fisc	150,000.0 442,507.0 -2,326.0	0 0
Yr/Per 20 Original I Transfers Transfers	022/13 Budget s In s Out Budget	ON	GAAP		100,000 55,880 -27,500	0.00	HISTORY	4 Y	EAR GRAPH al Year 2021 100,000.00 130,000.00 -23,000.00 207,000.00	State		250,000. 87,561. -1,300.	.00		Fisca	150,000.0 442,507.0	0 200
Yr/Per 20 Original Transfers Transfers Revised E	022/13 Budget s In s Out Budget Memo)	ON	GAAP		100,000 55,880 -27,500 128,380	0.00	HISTORY	4 Y	EAR GRAPH al Year 2021 100,000.00 130,000.00 -23,000.00 207,000.00 99,476.93			250,000. 87,561. -1,300. 336,261. 187,997.	.00		Fisca	150,000.0 442,507.0 -2,326.0 590,181.0	0 200
Yr/Per 20 Original I Transfers Transfers Revised I Actual (N	D22/13 Budget s In S Out Budget Memo) rances	ON	GAAP		100,000 55,880 -27,500 128,380 86,341 41,616	0.00	HISTORY	4 Y	EAR GRAPH al Year 2021 100,000.00 130,000.00 -23,000.00 207,000.00 99,476.93			250,000. 87,561. -1,300. 336,261. 187,997.	00 00 00 00 38		Fisca	150,000.0 442,507.0 -2,326.0 590,181.0 3,837.2	0
Yr/Per 20 Original I Transfers Transfers Revised I Actual (N Encumbr	D22/13 Budget s In S Out Budget Memo) rances ions	ON	GAAP		100,000 55,880 -27,500 128,380 86,341 41,616	0022 0.00 0.00 0.00 0.00 0.00 0.59	HISTORY	4 Y	EAR GRAPH al Year 2021 100,000.00 130,000.00 -23,000.00 207,000.00 99,476.93			250,000. 87,561. -1,300. 336,261. 187,997.	00 00 00 00 00 00 00 00 00 00 00 00 00		Fisc	150,000.0 442,507.0 -2,326.0 590,181.0 3,837.2 22,000.0	

decrease 21,890

Strings

Fields

BA-03-145

Final Audit Report

2022-09-07

Created: 2022-09-07

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAkhDAzi_zyh51rrbzjgCGXYIIM0JXjciF

"BA-03-145" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2022-09-07 - 2:03:23 PM GMT- IP address: 24.123.188.14

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- Agreement completed.

 2022-09-07 6:11:03 PM GMT

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Budget Officer				
FROM: Finance				
EXPLANATION IN DETAIL:	To in	crease account budgets		
			Prepared by:	Teresa Sharpless
			Date:	10/17/2022
BUDGET INFORMATION:			-	
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Appropriated Fund Bal - Unrestricted	R	5146020-495000	2,553.61	
Claims Expense	E	5156010-590003	2,553.61	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:	Appro	oved:	Budget Revision #)4-379
Disapproved:	Disap	proved:	Date Posted:	
Amended:	Amen	ded:	Group Number:	
Date: Oct 21, 2022	Date:		Posted by:	
Signature: Anna R.Bumgainen	Signat	ure:	Approved by:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: ROWAN COUNTY BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL:

Reverse System Year End Entry 823

BUDGET INFORMATION:

ACCOUNT TITLE		ACCOUNT#	INCREASE	DECREASE
Appropriated Fund Bal Restricted	R	2244215-495010		75,876.75
C/A-Equipment	E	2254215-575000		75,876.75
Appropriated Fund Bal - Unrestricted	R	5146020-495000		2,553.61
Claims Expense	E	5156010-590003		2,553.61
Appropriated Fund Bal Unrestricted	R	6144720-495000		174,749.32
TECH SERV- AERIAL	E	6154720-534005		7,875.00
C/A Landfill Cell	E	6154720-574011		166,874.32
Appropriated Fund Bal Unrestricted	R	6344550-495000		1,420,486.08
C/A-Instrument Landing System	E	6354550-574069		287.70
Consulting Services	E	6354560-532017		8,001.00
C/A Hangar	E	6354560-573011		1,198,914.6
Tree Removal Services	E	6354550-533064		213,282.6
Appropriated Fund Bal Unrestricted	R	6547510-495000		720,364.1
ATTORNEY	E	6557510-532010		13,000.9
C/A Chemical Booster Station	E	6557510-573025		564,840.6
Contracted Services	E	6557510-533001		47,522.5
Lead & Copper Compliance	E	6557510-590021		95,000.0
DISASTER RELIEF REIMBURSEMENT	R	7344119-431300	Harrison Lawrence	100,000.0
C/A OTHER IMPROVEMENTS	E	20900-500-574000-055		100,000.0
DEDARTMENT MEAD		COUNTY MANAGER	ACCOUNT	NG USE ONLY
DEPARTMENT HEAD	_	COUNTY WANAGER		D. A. T. H. A. S. D. B. T. S. S.
Approved: Hr 1/2/22	-	Approved:	Budget Revision #	03-286
Disapproved:	_	Disapproved:	Date Posted:	
Amended:	_	Amended:	Group Number:	
Date:		Date:	Posted by:	
Signature:	1	Signature:	Approved by:	

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BA-04-379 - BOC 11-07

Final Audit Report 2022-10-21

Created: 2022-10-17

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAN8aRf70eoX5EfES0mC_xo0Ub2dKrYATs

"BA-04-379 - BOC 11-07" History

- Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
 2022-10-17 1:09:13 PM GMT- IP address: 24.123.188.14
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- Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)

 Signature Date: 2022-10-21 6:24:06 PM GMT Time Source: server- IP address: 24.123.188.14
- Agreement completed.

 2022-10-21 6:24:06 PM GMT

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

The following expenditures and/or revenues are revised based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount we receive and may increase or decrease the original budget estimate.

Prepared by:	Kelly Johnson
Date:	10/18/2022

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
Federal Government Grant (SSBG)	R	33018-5311-431000-000	\$68,019	
SSBG Salaries: Regular	E	33018-001-510005-320	\$47,529	
SSBG Health Insurance	E	33018-001-520005-320	\$10,456	
SSBG Medicare Tax	E	33018-001-520010-320	\$689	
SSBG Retirement	E	33018-001-520015-320	\$4,853	
SSBG Social Security	E	33018-001-520020-320	\$2,947	
Workers Compensation	E	33018-310-520026-100	\$119	
SSBG 401K	E	33018-001-520030-320	\$1,426	
TANF Transferred to SSBG	R	33018-5311-431065-000		\$69,145
Childrens Services Salaries: Regular	E	33018-001-510005-349		\$48,316
Childrens Services Health Insurance	E	33018-001-520005-349		\$10,630
Childrens Services Medicare Tax	E	33018-001-520010-349		\$701
Childrens Services Retirement	E	33018-001-520015-349		\$4,933
Childrens Services Social Security	E	33018-001-520020-349		\$2,995
Workers Compensation	E	33018-310-520026-100		\$121
Childrens Services 401K	E	33018-001-520030-349		\$1,449
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	G USE ONLY
Approved:X		Approved:	Budget Revision #	184-46
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 10/18/2022		Date:	Posted by:	
Digitally signed by Micah Ennis Date: 2022.10.18 21:09:58 -04'00'		Signature:	Approved by:	

anna R.Bumgainen



DIVISION OF SOCIAL SERVICES

Social Services Block Grant-Federal

FUNDING SOURCE: Social Services Block Grant

EFFECTIVE DATE: 07/01/2022 AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

		Initial (or Previous) Funding Autho		Additional A	llocation	Grand Total All	ocation	
Co. No.	COUNTY	Federal	Total	Federal	Total	1	Federal	Total
01	ALAMANCE	396,780.00	396,780.00	0.00		0.00	396,780.00	396,780.0
02	ALEXANDER	73,826.00	73,826.00	0.00		0.00	73,826.00	73,826.0
03	ALLEGHANY	39,658.00	39,658.00	0.00		0.00	39,658.00	39,658.0
04	ANSON	124,271.00	124,271.00	0.00		0.00	124,271.00	124,271.0
05	ASHE	103,856.00	103,856.00	0.00		0.00	103,856.00	103,856.0
06	AVERY	66,574.00	66,574.00	0.00		0.00	66,574.00	66,574.
07	BEAUFORT	204,866.00	204,866.00	0.00		0.00	204,866.00	204,866.
08	BERTIE	142,044.00	142,044.00	0.00		0.00	142,044.00	142,044.
09	BLADEN	201,242.00	201,242.00	0.00		0.00	201,242.00	201,242.
10	BRUNSWICK	162,194.00	162,194.00	0.00		0.00	162,194.00	162,194.
11	BUNCOMBE	570,935.00	570,935.00	0.00		0.00	570,935.00	570,935.
12	BURKE	391,373.00	391,373.00	0.00		0.00	391,373.00	391,373.0
13	CABARRUS	342,455.00	342,455.00	0.00		0.00	342,455.00	342,455.
14	CALDWELL	191,658.00	191,658.00	0.00		0.00	191,658.00	191,658.0
15	CAMDEN	26,407.00	26,407.00	0.00		0.00	26,407.00	26,407.
16	CARTERET	163,230.00	163,230.00	0.00		0.00	163,230.00	163,230.0
17	CASWELL	137,603.00	137,603.00	0.00		0.00	137,603.00	137,603.
18	CATAWBA	638,679.00	638,679.00	0.00		0.00	638,679.00	638,679.0
19	СНАТНАМ	204,382.00	204,382.00	0.00		0.00	204,382.00	204,382.
20	CHEROKEE	84,105.00	84,105.00	0.00		0.00	84,105.00	84,105.
21	CHOWAN	59,415.00	59,415.00	0.00		0.00	59,415.00	59,415.
22	CLAY	34,995.00	34,995.00	0.00		0.00	34,995.00	34,995.0
23	CLEVELAND	349,128.00	349,128.00	0.00		0.00	349,128.00	349,128.0
24	COLUMBUS	306,297.00	306,297.00	0.00		0.00	306,297.00	306,297.0
25	CRAVEN	315,103.00	315,103.00	0.00		0.00	315,103.00	315,103.0
	CUMBERLAND	1,527,430.00	1,527,430.00	0.00		0.00	1,527,430.00	1,527,430.0
27	CURRITUCK	43,200.00	43,200.00	0.00		0.00	43,200.00	43,200.0
28	DARE	71,285.00	71,285.00	0.00		0.00	71,285.00	71,285.0
29	DAVIDSON	356,413.00	356,413.00	0.00		0.00	356,413.00	356,413.0
30	DAVIE	82,441.00	82,441.00	0.00		0.00	82,441.00	82,441.0
31	DUPLIN	196,082.00	196,082.00	0.00		0.00	196,082.00	196,082.0
32	DURHAM	1,189,259.00	1,189,259.00	0.00		0.00	1,189,259.00	1,189,259.0
33	EDGECOMBE	291,298.00	291,298.00	0.00		0.00	291,298.00	291,298.0
	FORSYTH	1,116,070.00	1,116,070.00	0.00		0.00	1,116,070.00	1,116,070.0
	FRANKLIN	205,076.00	205,076.00	0.00		0.00	205,076.00	205,076.0
	GASTON	543,710.00	543,710.00	0.00		0.00	543,710.00	543,710.0
	GATES	54,388.00	54,388.00	0.00		0.00	54,388.00	54,388.0
	GRAHAM	35,491.00	35,491.00	0.00		0.00	35,491.00	
	GRANVILLE	170,316.00	170,316.00	0.00		0.00	170,316.00	35,491.0 170,316.0
	GREENE	87,602.00	87,602.00	0.00		0.00	87,602.00	87,602.0
	GUILFORD	1,909,394.00	1,909,394.00	0.00		0.00	1,909,394.00	1,909,394.0
	HALIFAX	411,048.00	411,048.00	0.00		0.00	411,048.00	411,048.0
	HARNETT	253,770.00	253,770.00	0.00		0.00	253,770.00	253,770.0
	HAYWOOD	191,888.00	191,888.00	0.00		0.00	191,888.00	191,888.0
300	HENDERSON	203,589.00	203,589.00	0.00		0.00	203,589.00	203,589.0
	HERTFORD	162,182.00	162,182.00	0.00		0.00	162,182.00	162,182.0
	HOKE	135,168.00	135,168.00	0.00		0.00	135,168.00	135,168.0

		Initial (or Previous) Allocation Funding Authorization Total		Additional All	ocation	Grand Total All	ocation
1	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	42,938.00	42,938.00	0.00	0.00	42,938.00	42,938.
49	IREDELL	252,796.00	252,796.00	0.00	0.00	252,796.00	252,796.
50	JACKSON	94,461.00	94,461.00	0.00	0.00	94,461.00	94,461.
51	JOHNSTON	409,523.00	409,523.00	0.00	0.00	409,523.00	409,523.
52	JONES	73,455.00	73,455.00	0.00	0.00	73,455.00	73,455.
53	LEE	158,320.00	158,320.00	0.00	0.00	158,320.00	158,320.
54	LENOIR	288,599.00	288,599.00	0.00	0.00	288,599.00	288,599.
55	LINCOLN	128,988.00	128,988.00	0.00	0.00	128,988.00	128,988.
56	MACON	73,512.00	73,512.00	0.00	0.00	73,512.00	73,512.
57	MADISON	93,260.00	93,260.00	0.00	0.00	93,260.00	93,260.
58	MARTIN	146,550.00	146,550.00	0.00	0.00	146,550.00	146,550.
59	MCDOWELL	157,221.00	157,221.00	0.00	0.00	157,221.00	157,221.
60	MECKLENBURG	1,366,763.00	1,366,763.00	0.00	0.00	1,366,763.00	1,366,763.
61	MITCHELL	73,620.00	73,620.00	0.00	0.00	73,620.00	73,620.
62	MONTGOMERY	95,509.00	95,509.00	0.00	0.00	95,509.00	95,509.
63	MOORE	190,738.00	190,738.00	0.00	0.00	190,738.00	190,738.
64	NASH	300,367.00	300,367.00	0.00	0.00	300,367.00	300,367.
65	NEW HANOVER	555,610.00	555,610.00	0.00	0.00	555,610.00	555,610.
66	NORTHAMPTON	175,947.00	175,947.00	0.00	0.00	175,947.00	175,947.
67	ONSLOW	410,595.00	410,595.00	0.00	0.00	410,595.00	410,595.
68	ORANGE	339,314.00	339,314.00	0.00	0.00	339,314.00	339,314.
69	PAMLICO	50,454.00	50,454.00	0.00	0.00	50,454.00	50,454.
70	PASQUOTANK	105,098.00	105,098.00	0.00	0.00	105,098.00	105,098.
71	PENDER	109,407.00	109,407.00	0.00	0.00	109,407.00	109,407.
72	PERQUIMANS	45,648.00	45,648.00	0.00	0.00	45,648.00	45,648.
73	PERSON	228,743.00	228,743.00	0.00	0.00	228,743.00	228,743.
74	PITT	494,773.00	494,773.00	0.00	0.00	494,773.00	494,773.
75	POLK	61,284.00	61,284.00	0.00	0.00	61,284.00	61,284.
76	RANDOLPH	245,058.00	245,058.00	0.00	0.00	245,058.00	245,058.
77	RICHMOND	187,017.00	187,017.00	0.00	0.00	187,017.00	187,017.
78	ROBESON	591,985.00	591,985.00	0.00	0.00	591,985.00	591,985.
79	ROCKINGHAM	298,481.00	298,481.00	0.00	0.00	298,481.00	298,481.
80	ROWAN	316,808.00	316,808.00	0.00	0.00	316,808.00	316,808.
81	RUTHERFORD	235,129.00	235,129.00	0.00	0.00	235,129.00	235,129.
82	SAMPSON	242,483.00	242,483.00	0.00	0.00	242,483.00	242,483.
83	SCOTLAND	193,222.00	193,222.00	0.00	0.00	193,222.00	193,222.
84	STANLY	154,706.00	154,706.00	0.00	0.00	154,706.00	154,706.
85	STOKES	117,823.00	117,823.00	0.00	0.00	117,823.00	117,823.
86	SURRY	261,073.00	261,073.00	0.00	0.00	261,073.00	261,073.
87	SWAIN	66,613.00	66,613.00	0.00	0.00	66,613.00	66,613.
88	TRANSYLVANIA	98,647.00	98,647.00	0.00	0.00	98,647.00	98,647.
89	TYRRELL	48,201.00	48,201.00	0.00	0.00	48,201.00	48,201.
90	UNION	328,638.00	328,638.00	0.00	0.00	328,638.00	328,638.
91	VANCE	231,410.00	231,410.00	0.00	0.00	231,410.00	231,410.
92	WAKE	1,056,665.00	1,056,665.00	0.00	0.00	1,056,665.00	1,056,665.
93	WARREN	129,239.00	129,239.00	0.00	0.00	129,239.00	129,239.
94	WASHINGTON	83,935.00	83,935.00	0.00	0.00	83,935.00	83,935.
95	WATAUGA	111,314.00	111,314.00	0.00	0.00	111,314.00	111,314.
96	WAYNE	415,085.00	415,085.00	0.00	0.00	415,085.00	415,085.
97	WILKES	227,520.00	227,520.00	0.00	0.00	227,520.00	227,520.
98	WILSON	357,373.00	357,373.00	0.00	0.00	357,373.00	357,373.
99	YADKIN	98,939.00	98,939.00	0.00	0.00	98,939.00	98,939.
100	YANCEY	69,427.00	69,427.00	0.00	0.00	69,427.00	69,427.
150	Jackson Indian	0.00	0.00	0.00	0.00	0.00	0.0
187	Swain Indian	0.00	0.00	0.00	0.00	0.00	0.0
	Total	27,258,460.00	27,258,460.00	0.00	0.00	27,258,460.00	27,258,460.0

Social Services Block Grant-Federal

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: Social Services Block Grant

CFDA Number: 93.667

CFDA Name: Social Services Block Grant Award Name: Social Services Block Grant Award Number: 2201NCSOSR & 2301NCSOSR

Award Date: FFY 2022 & 2023 Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

Funding will be allocated on a quarterly basis. This allocation represents the entire amount as designated in Session

Law.

XS411 Heading: SSBG Federal

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GE THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

AUTHORIZED SIGNATURE	DATE:
Ruhl Styring	August 31, 2022



DIVISION OF SOCIAL SERVICES

TANF Transferred to SSBG

FUNDING SOURCE: TANF-Federal EFFECTIVE DATE: 07/01/2022 AUTHORIZATION NUMBER: 1

ALLOCATION PERIOD

FROM JUNE 2022 THRU MAY 2023 SERVICE MONTHS FROM JULY 2022 THRU JUNE 2023 PAYMENT MONTHS

		Initial (or Previous)		Additional Alle	a antion	Grand Total All	ocation
Co. No.	COUNTY	Funding Author	Total	Additional Alle Federal	Total	Federal	Total
01	ALAMANCE	92,614.00	92,614.00	0.00	0.00	92,614.00	92,614.0
02	ALEXANDER	22,591.00	22,591.00	0.00	0.00	22,591.00	22,591.0
03	ALLEGHANY	12,135.00	12,135.00	0.00	0.00	12,135.00	12,135.0
04	ANSON	36,413.00	36,413.00	0.00	0.00	36,413.00	36,413.0
05	ASHE	27,739.00	27,739.00	0.00	0.00	27,739.00	27,739.0
06	AVERY	16,013.00	16,013.00	0.00	0.00	16,013.00	16,013.0
07	BEAUFORT	57,029.00	57,029.00	0.00	0.00	57,029.00	57,029.0
08	BERTIE	43,466.00	43,466.00	0.00	0.00	43,466.00	43,466.0
09							
	BLADEN BRUNSWICK	58,345.00	58,345.00	0.00	0.00	58,345.00	58,345.0
10		49,232.00	49,232.00	0.00	0.00	49,232.00	49,232.0
11	BUNCOMBE	165,905.00	165,905.00	0.00	0.00	165,905.00	165,905.0
12	BURKE	77,622.00	77,622.00	0.00	0.00	77,622.00	77,622.0
13	CALDWELL	100,791.00	100,791.00	0.00	0.00	100,791.00	100,791.0
14	CALDWELL	58,649.00	58,649.00	0.00	0.00	58,649.00	58,649.0
15	CAMDEN	8,079.00	8,079.00	0.00	0.00	8,079.00	8,079.0
16	CARTERET	40,859.00	40,859.00	0.00	0.00	40,859.00	40,859.0
17	CASWELL	35,825.00	35,825.00	0.00	0.00	35,825.00	35,825.0
18	CATAWBA	100,992.00	100,992.00	0.00	0.00	100,992.00	100,992.0
19	CHATHAM	39,294.00	39,294.00	0.00	0.00	39,294.00	39,294.0
20	CHEROKEE	25,736.00	25,736.00	0.00	0.00	25,736.00	25,736.0
21	CHOWAN	16,563.00	16,563.00	0.00	0.00	16,563.00	16,563.0
22	CLAY	10,308.00	10,308.00	0.00	0.00	10,308.00	10,308.0
23	CLEVELAND	97,941.00	97,941.00	0.00	0.00	97,941.00	97,941.0
24	COLUMBUS	90,491.00	90,491.00	0.00	0.00	90,491.00	90,491.0
25	CRAVEN	92,421.00	92,421.00	0.00	0.00	92,421.00	92,421.0
26	CUMBERLAND	342,436.00	342,436.00	0.00	0.00	342,436.00	342,436.0
27	CURRITUCK	10,821.00	10,821.00	0.00	0.00	10,821.00	10,821.0
28	DARE	18,214.00	18,214.00	0.00	0.00	18,214.00	18,214.0
29	DAVIDSON	102,663.00	102,663.00	0.00	0.00	102,663.00	102,663.0
30	DAVIE	25,227.00	25,227.00	0.00	0.00	25,227.00	25,227.0
31	DUPLIN	59,192.00	59,192.00	0.00	0.00	59,192.00	59,192.0
32	DURHAM	359,512.00	359,512.00	0.00	0.00	359,512.00	359,512.0
33	EDGECOMBE	86,709.00	86,709.00	0.00	0.00	86,709.00	86,709.0
34	FORSYTH	340,064.00	340,064.00	0.00	0.00	340,064.00	340,064.0
35	FRANKLIN	42,412.00	42,412.00	0.00	0.00	42,412.00	42,412.0
36	GASTON	158,374.00	158,374.00	0.00	0.00	158,374.00	158,374.0
37	GATES	16,643.00	16,643.00	0.00	0.00	16,643.00	16,643.0
38	GRAHAM	10,861.00	10,861.00	0.00	0.00	10,861.00	10,861.0
39	GRANVILLE	44,852.00	44,852.00	0.00	0.00	44,852.00	44,852.00
40	GREENE	26,807.00	26,807.00	0.00	0.00	26,807.00	26,807.00
41	GUILFORD	571,198.00	571,198.00	0.00	0.00	571,198.00	571,198.00
42	HALIFAX	114,155.00	114,155.00	0.00	0.00	114,155.00	114,155.00
43	HARNETT	77,652.00	77,652.00	0.00	0.00	77,652.00	77,652.00
44	HAYWOOD	49,918.00	49,918.00	0.00	0.00	49,918.00	49,918.00
45	HENDERSON	56,299.00	56,299.00	0.00	0.00	56,299.00	56,299.00
46	HERTFORD	39,457.00	39,457.00	0.00	0.00	39,457.00	39,457.00
47	HOKE	34,086.00	34,086.00	0.00	0.00	34,086.00	34,086.00

		Initial (or Previous) Funding Author		Additional All	location	Grand Total All	ocation
7	COUNTY	Federal	Total	Federal	Total	Federal	Total
48	HYDE	11,521.00	11,521.00	0.00	0.00	11,521.00	11,521.0
49	IREDELL	75,356.00	75,356.00	0.00	0.00	75,356.00	75,356.0
50	JACKSON	28,903.00	28,903.00	0.00	0.00	28,903.00	28,903.0
51	JOHNSTON	93,347.00	93,347.00	0.00	0.00	93,347.00	93,347.0
52	JONES	17,627.00	17,627.00	0.00	0.00	17,627.00	17,627.0
53	LEE	46,845.00	46,845.00	0.00	0.00	46,845.00	46,845.0
54	LENOIR	83,461.00	83,461.00	0.00	0.00	83,461.00	83,461.0
55	LINCOLN	39,470.00	39,470.00	0.00	0.00	39,470.00	39,470.
56	MACON	22,495.00	22,495.00	0.00	0.00	22,495.00	22,495.
57	MADISON	25,736.00	25,736.00	0.00	0.00	25,736.00	25,736.
58	MARTIN	39,994.00	39,994.00	0.00	0.00	39,994.00	39,994.
59	MCDOWELL	42,298.00	42,298.00	0.00	0.00	42,298.00	42,298.
60	MECKLENBURG	407,820.00	407,820.00	0.00	0.00	407,820.00	407,820.
61	MITCHELL	22,530.00	22,530.00	0.00	0.00	22,530.00	22,530.
62	MONTGOMERY	29,225.00	29,225.00	0.00	0.00	29,225.00	29,225.
63	MOORE	58,365.00	58,365.00	0.00	0.00	58,365.00	58,365.
64		90,312.00	90,312.00				
	NASH NEW HANOVER			0.00	0.00	90,312.00	90,312.
65		149,001.00	149,001.00	0.00	0.00	149,001.00	149,001.
66	NORTHAMPTON	52,223.00	52,223.00	0.00	0.00	52,223.00	52,223.
67	ONSLOW	116,924.00	116,924.00	0.00	0.00	116,924.00	116,924.
68	ORANGE	87,849.00	87,849.00	0.00	0.00	87,849.00	87,849.
69	PAMLICO	14,240.00	14,240.00	0.00	0.00	14,240.00	14,240.
70	PASQUOTANK	32,161.00	32,161.00	0.00	0.00	32,161.00	32,161.
71	PENDER	31,478.00	31,478.00	0.00	0.00	31,478.00	31,478.
72	PERQUIMANS	13,160.00	13,160.00	0.00	0.00	13,160.00	13,160.
73	PERSON	54,013.00	54,013.00	0.00	0.00	54,013.00	54,013.
74	PITT	125,380.00	125,380.00	0.00	0.00	125,380.00	125,380.
75	POLK	16,753.00	16,753.00	0.00	0.00	16,753.00	16,753.
76	RANDOLPH	72,988.00	72,988.00	0.00	0.00	72,988.00	72,988
77	RICHMOND	56,420.00	56,420.00	0.00	0.00	56,420.00	56,420.
78	ROBESON	178,723.00	178,723.00	0.00	0.00	178,723.00	178,723.
79	ROCKINGHAM	91,336.00	91,336.00	0.00	0.00	91,336.00	91,336.
80	ROWAN	94,036.00	94,036.00	0.00	0.00	94,036.00	94,036.
81	RUTHERFORD	59,824.00	59,824.00	0.00	0.00	59,824.00	59,824.
82	SAMPSON	68,543.00	68,543.00	0.00	0.00	68,543.00	68,543.
83	SCOTLAND	52,659.00	52,659.00	0.00	0.00	52,659.00	52,659.
84	STANLY	45,740.00	45,740.00	0.00	0.00	45,740.00	45,740.
85	STOKES	36,054.00	36,054.00	0.00	0.00	36,054.00	36,054.
86	SURRY	63,907.00	63,907.00	0.00	0.00	63,907.00	63,907.
87	SWAIN	17,149.00	17,149.00	0.00	0.00	17,149.00	17,149.
88	TRANSYLVANIA	29,786.00	29,786.00	0.00	0.00	29,786.00	29,786.
89	TYRRELL	9,898.00	9,898.00	0.00	0.00	9,898.00	9,898.
90	UNION	89,304.00	89,304.00	0.00	0.00	89,304.00	89,304.
91	VANCE	65,000.00	65,000.00	0.00	0.00	65,000.00	65,000.
92	WAKE	295,823.00	295,823.00	0.00	0.00	295,823.00	295,823.
93	WARREN	33,734.00	33,734.00	0.00	0.00	33,734.00	33,734.
94	WASHINGTON	25,685.00	25,685.00	0.00	0.00	25,685.00	25,685.
95	WATAUGA	34,063.00	34,063.00	0.00	0.00	34,063.00	34,063.
96	WAYNE	121,356.00	121,356.00	0.00	0.00	121,356.00	121,356.
97	WILKES	67,196.00	67,196.00	0.00	0.00	67,196.00	67,196.
98	WILSON	96,423.00	96,423.00	0.00	0.00	96,423.00	96,423.
99	YADKIN	28,674.00	28,674.00	0.00	0.00	28,674.00	28,674.
100	YANCEY	20,434.00	20,434.00	0.00	0.00	20,434.00	20,434.
	Total 5	7,547,847.00 \$	7,547,847.00 \$	- S	- 5	7,547,847.00 \$	7,547,847.0

TANF Transferred to SSBG

AUTHORIZATION NUMBER: 1

FUNDING SOURCE: TANF Block Grant

CFDA Number: 93.558

CFDA Name: Temporary Assistance for Needy Families Award Name: Temporary Assistance for Needy Families

Award Number: 2202NCTANF + 2302NCTANF

Award Date: FFY 2022 & 2023 Federal Agency: DHHS/ACF

GRANT INFORMATION: This represents 100% federal dollars.

Funding will be allocated on a quarterly basis.

THIS FUNDING AUTHORIZATION IS CONTINGENT UPON APPROPRIATION BY THE NORTH CAROLINA GENERAL ASSEMBLY. THESE AMOUNTS ARE CURRENTLY ESTIMATES AND ARE SUBJECT TO CHANGE UPON APPROPRIATION.

XS411 Heading: TANF to SSBG

Tracked on XS411: Federal Share 100%

OBLIGATIONS INCURRED AND EXPENDITURES MADE UNDER THIS ADVICE WILL BE SUBJECT TO LIMITATIONS PUBLISHED BY FEDERAL AND STATE AGENCIES AS TO THE AVAILABILITY OF FUNDS

AUTHORIZED SIGNATURE	DATE:	
Ruhel Styling	August 31, 2022	

BA-04-481 - BOC 11-07

Final Audit Report 2022-10-21

Created: 2022-10-20

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAUt0UbZc0ilkaWs7-jZtWHw0v6_J3ELtO

"BA-04-481 - BOC 11-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2022-10-20 - 5:08:15 PM GMT- IP address: 24.123.188.14

- Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature 2022-10-20 5:08:52 PM GMT
- Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)

 Signature Date: 2022-10-21 6:22:53 PM GMT Time Source: server- IP address: 24.123.188.14
- Agreement completed.

 2022-10-21 6:22:53 PM GMT

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Anna Bumgarner, Finance Director FROM: Meissa J. Oleen, Library Director The library has received funds from the Cannon Foundation **EXPLANATION IN DETAIL:** Grant. We are requesting these funds be moved to purchase expenses relating to the terms of the grant prject. Prepared by: Pam Nance 10/19/2022 **BUDGET INFORMATION:** Date: **ACCOUNT TITLE** R/E DECREASE **INCREASE** ACCOUNT # Cannon Foundation Grant 25,000.00 R 1146110-431004-43100 Library Supplies E 1156110-561037-43100 920.00 Other Small Equipment E 1156110-561095-43100 4,230.00 F/A: Furn & Equipment E 1156110-576030-43100 19,850.00 DEPARTMENT HEAD COUNTY MANAGER ACCOUNTING USE ONLY Budget Revision # 04-534 Approved: Approved: Disapproved: Disapproved: Date Posted: Amended: Amended: Group Number: Date: 10/21/2022 Posted by: _____ Date:

Signature:

Approved by: _____

Meline Melley anna R. Burgainer

Signature:

To: Bevis, Lisa F < Lisa. Bevis@rowancountync.gov>

Cc: Oleen, Melissa J < Melissa. Oleen@rowancountync.gov>; Natoli, Kelly D < Kelly. Natoli@rowancountync.gov>;

Bumgarner, Anna R < Anna Bumgarner@rowancountync.gov>

Subject: FW: Please resend link

Hello – The attached is the fully executed grant agreement for the Library from the Mariam & Robert Hayes Charitable Trust (The Cannon Foundation). This is in the amount of \$25,000 and will be sent via check to the county within the next couple of weeks, supporting the "Records Preservation Project – Equipment" (part of the "Salisbury Post Morgue Preservation Project"). The Board approved these funds on 9/19/22.

Please let me know if you have any questions or need more information. Thank you,

ROWAN COUNTY NORTH CAROLINA

Ann Kitalong-Will, PhD

Director, Grants Administration & Government Relations

Office: 704-216-8135 Cell: 980-565-5159

Be an original.

Rowan County | Salisbury, NC

Nance, Pam

From:

Oleen, Melissa J

Sent:

Thursday, September 15, 2022 9:49 AM

To:

Birkhead, Paul J; Witt, Gretchen B.

Cc:

Nance, Pam

Subject:

FW: Question from a grantor

For informational purposes. Note Kara refers to equipment purchases.

Please prepare/gather updated info and costs on on all remaining equipment/tech needs. Remind me how many laptops you need and I will talk with IT about getting these set up without the Citrix overlay (if that is correct). I recommend you secure quotes that will be good through November 1 to give us time to process all the BAs and POs with the correct quote prices.

Talk with Pam to determine when you will need three quotes etc.

Melissa

From: Kara King <kking@cannonfoundation.org>
Sent: Thursday, September 15, 2022 8:49 AM

To: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>;

Kitalong-Will, Ann M < Ann. Kitalong-Will@rowancountync.gov>
Cc: Oleen, Melissa J < Melissa. Oleen@rowancountync.gov>

Subject: RE: Question from a grantor

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

I am glad we are all in agreement on how the check should be written and noted for use for purposes of the equipment described in the grant application. I will ensure that our accounting department is aware the the check should be made to Rowan County with a memo line about the project/grant.

I will send the modified contract to Ann Kitagong-Will and Aaron Church to sign off on the offer to assist Rowan Public Library with new equipment.

Thank you, Kara Hemenway King

From: Bevis, Lisa F < Lisa. Bevis@rowancountync.gov>

Sent: Thursday, September 15, 2022 7:50 AM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov>; Kitalong-Will, Ann M < Ann. Kitalong-

Will@rowancountync.gov>

Cc: Kara King < kking@cannonfoundation.org >; Oleen, Melissa J < Melissa.Oleen@rowancountync.gov >

Subject: RE: Question from a grantor

I agree. Ann, please forward information to me once approved by BOC, and accounts and a BA can be processed. Thanks.

From: Bungarner, Anna R < Anna. Bumgarner@rowancountync.gov>

Sent: Wednesday, September 14, 2022 7:56 PM

To: Kitalong-Will, Ann M < Ann. Kitalong-Will@rowancountync.gov>; Bevis, Lisa F < Lisa. Bevis@rowancountync.gov>

Cc: kking@cannonfoundation.org; Oleen, Melissa J < Melissa.Oleen@rowancountync.gov >

Subject: Re: Question from a grantor

Unless Lisa disagrees, the check should be written to Rowan County and if the memo could have the grant name and library.

Get Outlook for iOS

From: Kitalong-Will, Ann M < Ann. Kitalong-Will@rowancountync.gov>

Sent: Wednesday, September 14, 2022 4:57:53 PM

To: Bumgarner, Anna R < Anna. Bumgarner@rowancountync.gov >; Bevis, Lisa F < Lisa. Bevis@rowancountync.gov >

Cc: kking@cannonfoundation.org <kking@cannonfoundation.org>; Oleen, Melissa J

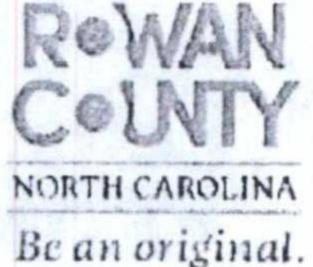
<Melissa.Oleen@rowancountync.gov>

Subject: Question from a grantor

Hello – The library just received notice of a grant they will receive (\$25,000 from the Cannon Foundation/Mariam & Robert Hayes Charitable Trust) once the Board approves the grant.

The Foundation would like to know who they should make out the check to, and whether there should be anything written in the memo line. They would like to send the check by the end of September. I'm hoping to have this item on the 9/16 Board agenda.

Thank you, Ann



Ann Kitalong-Will, PhD

Director, Grants Administration & Government Relations

Office: 704-216-8135 Cell: 980-565-5159

Be an original. Rowan County | Salisbury, NC

GRANT AGREEMENT BY AND BETWEEN

Mariam & Robert Hayes Charitable Trust

AND

Rowan County on behalf of Rowan Public Library

THIS GRANT AGREEMENT (the "Agreement") is made and entered into the 30th day of August 2022, by and between Mariam & Robert Hayes Charitable Trust (the "Trust") and Rowan County on behalf of Rowan Public Library (the "Recipient").

WITNESSETH:

- A. The Recipient is a not-for-profit corporation organized and existing under the laws of the State of North Carolina and is recognized as tax exempt by the Internal Revenue Service pursuant to Sections 501(c)(3), 509(a) and 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended (the "Code").
- B. The Recipient requested a grant from the Trust in the amount of twenty five thousand dollars (\$25,000) (the "Grant") to support the Records Preservation Project Equipment (the "Project").
 - C. The Trust desires to make the Grant to Recipient to be used to support the Project.
- D. The Recipient desires to affirm that it is prepared to begin the Project immediately upon receipt of the Grant and to agree to the terms of the Grant as described in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals and the mutual covenants herein contained, the receipt of which is acknowledged, the parties agree as follows:

I. THE GRANT

- 1.1 Recipient affirms that it is ready to begin the Project immediately upon receipt of the Grant.
- 1.2 The Trust agrees to disburse the Grant to Recipient within 30 days upon receipt of this signed Agreement.
- 1.3 The Recipient shall provide annual reports on the use of the Grant and the status of the Project to the Trust. The annual reports shall include the balance of the Grant, an itemization of expenditures made from the Grant, an update on the status and success of the Project, and any other information the Trust shall request. The annual report shall be due to the Trust annually on the anniversary of the distribution of the Grant to the Recipient. Within thirty days of the use of all funds constituting the Grant, the Recipient shall provide a final report to the Trust detailing the information required in an annual report. The Trust may modify this reporting requirement at any time in a written instrument delivered to the Recipient that shall become a part of this Agreement and a copy of which shall be kept with this Agreement.

A. The Recipient is a body politic and corporate of the State of North Carolina and is recognized by the Internal Revenue Service as a governmental unit to which charitable contributions can be made as referenced in Sections 509(a), 170(b)(1)(A)(v), and 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code").

1.4

II. RECOGNITION

In the event that the Recipient wishes to recognize the Trust or the Grant in any publications, press releases, announcements or otherwise, the Recipient must receive prior written approval from the Trust. All advertising, publication, display or other use of the Trust's name shall be in good taste and shall not violate community standards so as not to damage the reputation of any party.

III. UNFORESEEABLE CIRCUMSTANCES AND TERMINATION

- 3.1 In the unlikely event that, at some future time, it becomes impossible for the Grant to serve the specific purpose for which it was made, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.
- 3.2 This Agreement shall terminate upon the earlier to occur of (i) the Trust's decision, in its absolute discretion, to terminate the Agreement, (ii) the mutual agreement of the parties, or (iii) the Recipient's failure to provide annual reports as provided in this Agreement. Upon termination of the Agreement, the Recipient shall return to the Trust any portion of the Grant previously received from the Trust but not yet expended in support of the purpose of the Grant.

IV. TAX STATUS

The Recipient affirms that contributions to it are recognized as tax exempt by the Internal Revenue Service pursuant to and subject to the limitations appearing in Sections 509(a), 170(b)(1)(A), and 170(c)(1) of the Code. The Recipient shall notify the Foundation of any change in its tax status or if its tax status is under audit or being reviewed by the Internal Revenue Service for tax years before the award of the Grant or during any period that Grant funds are being expended.

V. MISCELLANEOUS

- 5.1 <u>Jurisdiction</u>. This Agreement is executed in and shall be governed by the laws of the state of North Carolina.
- 5.2 <u>Amendment</u>. This Agreement may be amended at any time upon written agreement signed by all parties.
- 5.3 <u>Non-Waiver</u>. The failure by any party at any time to require performance by another party of any provision hereof shall not affect in any way the right to require such performance at a later time nor shall the waiver by such party of a breach of any provision hereof be taken or be held to be a waiver of such provision.

- 5.4 Entire Agreement. Except as provided otherwise in this Agreement, this Agreement represents the entire agreement of the parties with respect to the Grant.
- 5.5 <u>Assignment</u>. This Agreement is binding on the parties and their successors and permitted assigns. No party may assign any of its rights or delegate any of its duties or obligations under this Agreement without the other parties' consent. Any attempted assignment or delegation of any rights, duties, or obligations in violation of this section will be invalid and without effect.
- 5.6 Notices and Designee. All notices, demands and other communications among the parties required hereunder shall be in writing and deemed given upon personal delivery, or if sent by recognized express carrier, to the respective addresses as set forth below. The Trust and the Recipient may specify another address from the one set forth below by notice to the other as provided herein. Each party agrees to provide (by notice to the other party from time to time) a single person designated to act as the point of contact for the other party in the administration of this Agreement throughout the Term. Each party agrees to work with the other in the event of a change in management to assure continuous efforts to work cooperatively to fulfill such party's obligations under this Agreement.

If to the Trust: Mariam & Robert Hayes Charitable Trust

P.O. Box 548

Concord, NC 28026

If to the Recipient: Rowan Public Library

201 W. Fisher St.

Salisbury, North Carolina 28144

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the day and year first written above.

Mariam & Robert Hayes Charitable Trust	Rowan County on behalf of Rowan Public Library	
By:	By: Aaron Church	
Name: Joseph C. Hunter	Name: Aaron Church	
Title: Secretary	Title: County Manager	

Project Budget

Total Revenue and Total Expenses should be equal

Revenue Source

The Cannon Foundation

<u>Amount</u> \$25,071

Status

Total Revenue	\$25,071
Expense Description 4 x Large-Format Flatbed Scanners 5 x Windows Laptops 6 x High-Capacity Mobile Storage Devices 5 x Flat Shelf Book Trucks Archival Supplies	Amount \$13,596 3399,00 eq approx FA 6,245 1249,00 eq 11 FA 1,380 230,00 eq COTS OSE 2,850 570 eq OSE
(Supplies include acid free manuscript boxes, photo sleeves, cotton gloves, paper and archival quality storage and transport containers)	Library supplies

Total Expenses

\$25,071

BA-04-534 - BOC 11-07

Final Audit Report

2022-10-21

Created:

2022-10-20

By:

Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAmilQr7-qjjov3StoU8r_DCbLtLhQ3AOi

"BA-04-534 - BOC 11-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2022-10-20 - 8:16:32 PM GMT- IP address: 24.123.188.14

- Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature 2022-10-20 8:17:36 PM GMT
- Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)

 Signature Date: 2022-10-21 6:02:36 PM GMT Time Source: server- IP address: 24.123.188.14
- Agreement completed.

 2022-10-21 6:02:36 PM GMT

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: 10/25/2022

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE			
Donations-One Church One Child	E	33018-000-583002-000	\$5,303				
Donations-One Church One Child	R	33018-5312-464012-000	\$5,303				
Donations-Income Maintenance	E	33018-000-583088-000	\$1,000				
Donations-Income Maintenance	R	33018-5314-464017-000					
Foster Child Reinvestment Fund	E	33018-000-583000-000	\$83,800				
Foster Child Reinvestment Fund	R	33018-5312-431200-000					
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	IG USE ONLY			
Approved:X		Approved:	Budget Revision #	04-731			
Disapproved:		Disapproved:	Date Posted:				
Amended:		Amended:	Group Number:				
Date: 10/25/2022		Date:	Posted by:				
Digitally signed by Micah Ennis Date: 2022.10.25 16:15:54		Signature:	Approved by:				

anna R. Burgainer

Oct 26, 2022

Account Inquiry [Rowan County]



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Account								Carrier Charles											
Fund	1010			GEN FD			Acct	10	010-51-5155	-5300-5312	-5395-00	0-5-583-002-							
Org	1155312			COPRO	G EXP		Acct name	1	CHURCH 1	HILD						☐ Accour	nt Notes		
Object	583002		•••	1CHU 1	CHLD		Туре	Ex	pense		-	Status	Active	-					
Project		•••					Rollup			🗅									
							Sub-Rollup			🗅									
								Mult	iYr Fund										
4 YEAR	COMPARIS	SON	GAAP	W/CARF	RY FORV	WARD	HISTORY	4 YEA	R GRAPH	HISTO	RY GRA	PH							
Yr/Per 20	23/04			Fisca	l Year 2	023		Fiscal \	Year 2022		1	Fiscal Year 2	021		Fisc	al Year 20	24		
Original	Budget				10,000	.00			10,000.00			10,000				.0			
Transfers	In				68,782	.00		-	92,545.00			67,131					0		
Transfers	Out					.00			.00	1000			.00			.0			
Revised B	Budget				78,782	.00		1	02,545.00			77,131				.0			
Actual (N	/lemo)				11,733	.31			33,919.46	100		13,022				.0			
Encumbr	ances					.00			.00	Ste			.00			.0			
Requisition	ons					.00											0		
Available	:				67,048	.69		land.	68,625.54			64,108	.53			.0			

33.08

Percent used

16.88

.00

1 of 1

14.89

Account Inquiry [Rowan County]



Project

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Fund	1010		GEN F	D		Acct	1010-51-514	0-5300-5312	2-5395-000-4	1-464012-						
Org	1145312		··· COPR	OG REV		Acct name	1 CHURCH 1	CHILD						Accour	nt Note	5
Object	464012		1CHU	1CHLD		Туре	Revenue		•	Status	Active	•				
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Account inquiry [Rowan County]						
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Account Inquiry [Rowan County]



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Account														
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Org	1145314	COPRO	G REV	Acct name	DONATIONS-	INCOME M	AINTENA					☐ Accoun	nt Note	es
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Requisition	ns		.00										0	
Available			1,000.00		.00			.0	0			.0	0	
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Account Inquiry [Rowan County]



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Fund	1010 1155418			GEN FD			Acct name				2-5418-00 ESTMENT	0-5-583000-				□ Accou	nt Notes			
Object Project	583000	•••		PROG A			Type Rollup	Expens	se		-	Status	Active	•		_ Accoun	it ivotes			
							Sub-Rollup	MultiYr F		🗀										
4 YEAR	COMPARIS	ON	GAAP	W/CARF	RY FORW	ARD	HISTORY	4 YEAR G	RAPH	HISTO	RY GRA	PH								
Yr/Per 20	023/04			Fisca	al Year 20	23		Fiscal Year	2022		1	Fiscal Year 2	021		Fisc	al Year 20	24			
Original	Budget				30,000.0	00			.00				.00			.(00			
Transfers	In			1	1,734,763.0	00		1,987,82	29.00			877,500	.00			.(00			
Transfers	Out				.0	00			.00				.00			.(00			
Revised I	Budget				1,764,763.0	00		1,987,82	29.00			877,500	.00			.(00			
Actual (N	/lemo)				59,516.1	10		223,06	56.36	to		41,255	.89				00			
Encumbr	rances				.0	00			.00				.00			.(00			
Requisiti	ons				.0	00											00			
Available	<u> </u>				1,705,246.9	90		1,764,76	52.64			836,244.	11				00			
Percent u	used				3.3	37			11.22				70				00			

1 of 1

Account Inquiry [Rowan County]



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User Defined

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Account																	
Fund	1010 11454181		GEN FI			Acct name	•	1010-51-5140 MEDICAID RE			331-4-431200-				☐ Accoun	nt Note	es
Object Project	431200		MED R	EINV		Type Rollup Sub-Rollup	n	Revenue			Status	Active	•				
							The same of the same of	ultiYr Fund									
4 YEAR	COMPARIS	ON	HISTORY 4	YEAR GE	RAPH	HISTORY	GRAP	Н									
Yr/Per 202	23/04		Fisc	al Year 20	23		Fisc	al Year 2022			Fiscal Year 2	021		Fisca	l Year 202	24	
Original B	Budget).	00			.00				.00			.0	0	
Transfers	In			.(00			-991,985.00	Bo		-877,500	.00			.0	0	
Transfers	Out			.(00			.00				.00			.0	0	
Revised B	udget			.(00			-991,985.00			-877,500	.00			.0	0	
Actual (M	emo)			-83,800.0	00			-991,985.59	Bes		-1,037,100	.00			.0		
Encumbra	ances			.(00			.00				.00			.0		
Requisitio	ns			.0	00										.00		
Available				83,800.0				.59			159,600	.00			.00		

.59

100.00

Percent used

.00

118.19

BA-04-731 - BOC 11-07

Final Audit Report

2022-10-26

Created:

2022-10-26

By:

Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status:

Signed

Transaction ID:

CBJCHBCAABAAFiRK-1cWjzhpW8EXaB2UJDksd_7ITGuN

"BA-04-731 - BOC 11-07" History

- Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
 2022-10-26 8:48:36 PM GMT- IP address: 24.123.188.14
- Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature 2022-10-26 8:49:22 PM GMT
- Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)

 Signature Date: 2022-10-26 10:58:39 PM GMT Time Source: server- IP address: 24.123.188.14
- Agreement completed.
 2022-10-26 10:58:39 PM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO:	BUDGET OFFICER	

EXPLANATION IN DETAIL: To adjust FY23 ROAP revenues and expenditures

to reflect revised State Allocations

Prepared by:	Kristy Livengood
Date:	10/20/2022

BUDGET INFORMATION:

FROM: Rowan Transit

ACCOUNT TITLE	E/R	ACCOUNT#	INCREASE	DECREASE
DOT Employment Transportion	R	1144529-434121-64520	6,385	
DOT RGP Transportation	R	1144529-434124-64520		
DOT E&D Transportation	R	1144529-434125-64520	20,669	
R&M Vehicles	E	1154529-543020	44,208	
			1	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	IG USE ONLY
Approved: VSS		Approved:	Budget Revision #	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number;	
Date:		Date:	Posted by:	
Ignature: Manufeele-		Signature:	Approved by:	

anna R.Bumgainen

Oct 28, 2022

2023		FY2022	FY2023	FY2023 First Disbursement (late Oct-early Nov)	FY2023 Second Disbursement (Jan/Feb)	2023 Total Disbursement	FY2023 Total Allocation	FY2023 Allocation Comparison	
COUNTIES	Total ROAP Unspent		Initial Allocation Estimate	First Disbursement Total (= Initial Allocation - Unspent FY 22 Funds)	Second Disbursement Total	(First Disbursement Total + Second Disbursement Total)	(Total Unspent + First Disbursement Total + Second Disbursement Total)	(FY2023 Total Allocation - FY2023 Initial Allocation Estimate)	
Rowan	\$	133,532		\$ 97,985	\$ 42,270	\$ 140,255	\$ 7273,787	\$ 44,526	
Rutherford	\$	28,729	\$ 203,206	\$ 174,477	The second secon			\$ 39,465	
Sampson	\$		\$ 189,851	\$ 189,851	\$ 36,870	\$ 226,721	\$ 226,721	\$ 36,870	
Scotland	\$	70,892	\$ 150,747	\$ 79,855	The same of the sa		\$ 180,023	\$ 29,276	
Stanly	\$	post contract of	\$ 183,933	\$ 183,933				\$ 35,721	
Stokes	\$	2,769	\$ 153,191	\$ 150,422			The state of the s		
Surry	\$	13,216	\$ 207,243		\$ 40,249	\$ 234,276	\$ 247,492	\$ 40,249	
Swain	\$		\$ 107,567	\$ 107,567	\$ 20,885	\$ 128,452	\$ 128,452	\$ 20,885	
Transylvania	\$		\$ 143,754			\$ 171,671	\$ 171,671	\$ 27,917	
Tyrrell	\$	10,029	\$ 95,244			\$ 103,708	\$ 113,737	\$ 18,493	
Union	\$	4	\$ 239,823			\$ 286,397	\$ 286,401	\$ 46,578	
Vance	\$	20,629	\$ 173,179			\$ 186,181	\$ 206,810	\$ 33,631	
Wake	\$		\$ 591,266			\$ 706,121	\$ 706,121	\$ 114,855	
Warren	\$	8,705	\$ 128,517			\$ 144,767	\$ 153,472	\$ 24,955	
Washington	\$	45,416	\$ 111,394			\$ 87,607	\$ 133,023	\$ 21,629	
Watauga	\$	3	PROPERTY AND DESCRIPTION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLU			\$ 194,612			
Wayne	\$	17,520		The second secon	\$ 43,378	\$ 249,215	\$ 266,735	\$ 31,647	
Wilkes	\$		\$ 202,700			\$ 242,067		\$ 43,378	
Wilson	\$	50,880	\$ 219,569		THE RESERVE OF THE PERSON NAMED IN COLUMN 2 IS NOT THE PERSON NAME	\$ 211,331	\$ 242,067	\$ 39,367	
Yadkin	\$	7,302					\$ 262,211	\$ 42,642	
Yancey	\$	9,363	The second secon				\$ 175,887 \$ 141,567	\$ 28,602	
TOTALS	\$	3,629,736	NAME OF TAXABLE PARTY.						

NOTE: amounts may have slight variations due to rounding.

Cowden, Kristy

From:

Steele, Valerie S

Sent:

Friday, October 14, 2022 1:41 PM

To:

Cowden, Kristy

Subject:

FW: FY2023 ROAP and Upcoming Webinar

Attachments:

FY2023 Final ROAP Allocations.xlsx

Not sure if you were included or not

From: Schuler, Mary G <mgschuler@ncdot.gov>
Sent: Friday, October 14, 2022 10:52 AM

Sent: Friday, October 14, 2022 10:52 AM

Cc: Schuler, Mary G <mgschuler@ncdot.gov>

Subject: FY2023 ROAP and Upcoming Webinar

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Good morning,

As discussed on Wednesday's call, IMD has finalized the FY2023 ROAP Program. Attached are the final FY2023 allocations. Changes were made to the previous FY2023 allocation estimates due to the FY2022 reconciliation process. Initial allocation estimates have been reduced by unspent FY2022 funds. Counties are allowed to retain unspent FY2022 funds.

Overall, each county's FY2023 net allocation amount - inclusive of retained unspent FY2022 funds - is higher than the initial allocation estimate released previously. The attached spreadsheet provides the following information:

- The "Disbursements and Totals" tab provides summary information. Columns D and E represent the first and second disbursement amounts, and column F is the total FY2023 disbursement. Column G represents the total allocation, inclusive of all disbursements and retained unspent FY2022 funds.
- The "Disbursements Detail" tab provides disbursement information by ROAP program (RGP, EDTAP, EMPL).
- The "Initial Alloc & Unspent Funds" tab provides the FY2023 initial allocation and FY2022 unspent funds amounts by ROAP program (RGP, EDTAP, EMPL).

IMD plans to continue the October/November 2022 disbursement as planned and will incorporate additional funding as part of the second disbursement in January/February 2023. Additional guidance will be forthcoming to address what is needed in terms of certification statements and any other documentation. We also recognize that you may need to seek board approval for the additional funds and will provide any needed support to facilitate approval.

Additionally, IMD will be conducting a ROAP webinar on October 26th at 1pm to review the program and its structure, eligible uses of funds, and IMD's process. We welcome any feedback, questions, or concerns you have and hope to provide additional clarity about the program. The meeting link and call-in information is listed below.

ROAP Training

Wed, Oct 26, 2022 1:00 PM - 2:00 PM (EDT)

Please join my meeting from your computer, tablet or smartphone.

https://meet.goto.com/960403533

Cowden, Kristy

From:

Schuler, Mary G <mgschuler@ncdot.gov>

Sent:

Thursday, October 20, 2022 11:13 AM

To:

Cowden, Kristy

Cc:

Bevis, Lisa F; Steele, Valerie S; Spence, Kenetta M; Freitag, Carolyn M

Subject:

RE: [External] Rowan Transit System FY23 ROAP Allocations

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Hi Kristy,

The below table has the requested breakdown. Please let us know if you have any additional guestions.

Rowan	EDTAP	EMPL	RGP	Total
FY22 Unspent	\$ 42,705	\$ 4	\$ 90,823	\$ 133,532
FY23 Disbursement	\$ 85,301	\$ 40,010	\$ 14,944	\$ 140,255
FY23 Total Allocation	\$ 128,006	\$ 40,014	\$105,767	\$ 273,787

.06

Thanks, Mary

From: Cowden, Kristy < Kristy.Cowden@rowancountync.gov>

Sent: Thursday, October 20, 2022 11:02 AM To: Schuler, Mary G <mgschuler@ncdot.gov>

Cc: Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>; Steele, Valerie S <Valerie.Steele@rowancountync.gov>

Subject: [External] Rowan Transit System FY23 ROAP Allocations

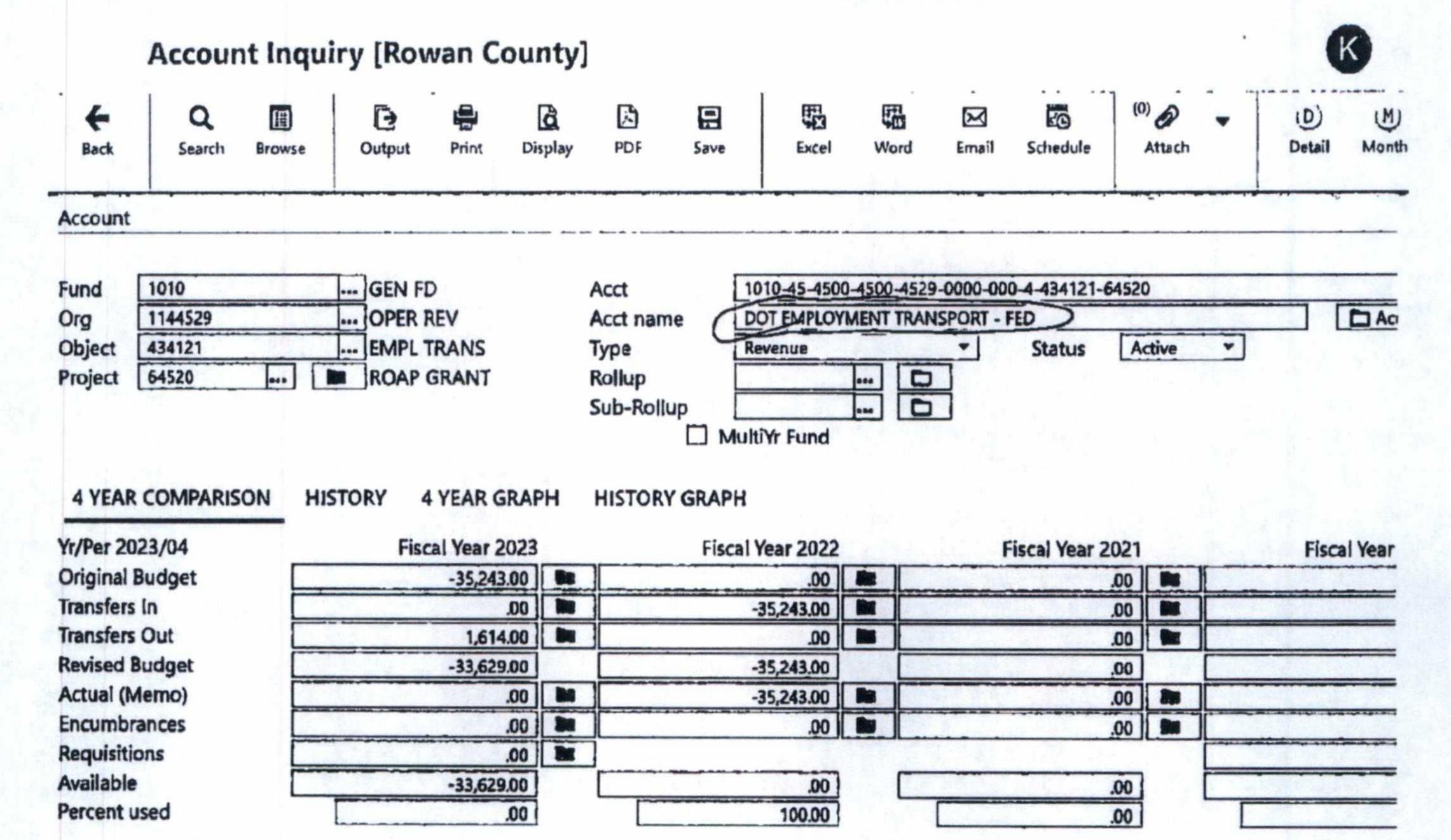
CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.

Hello Mary,

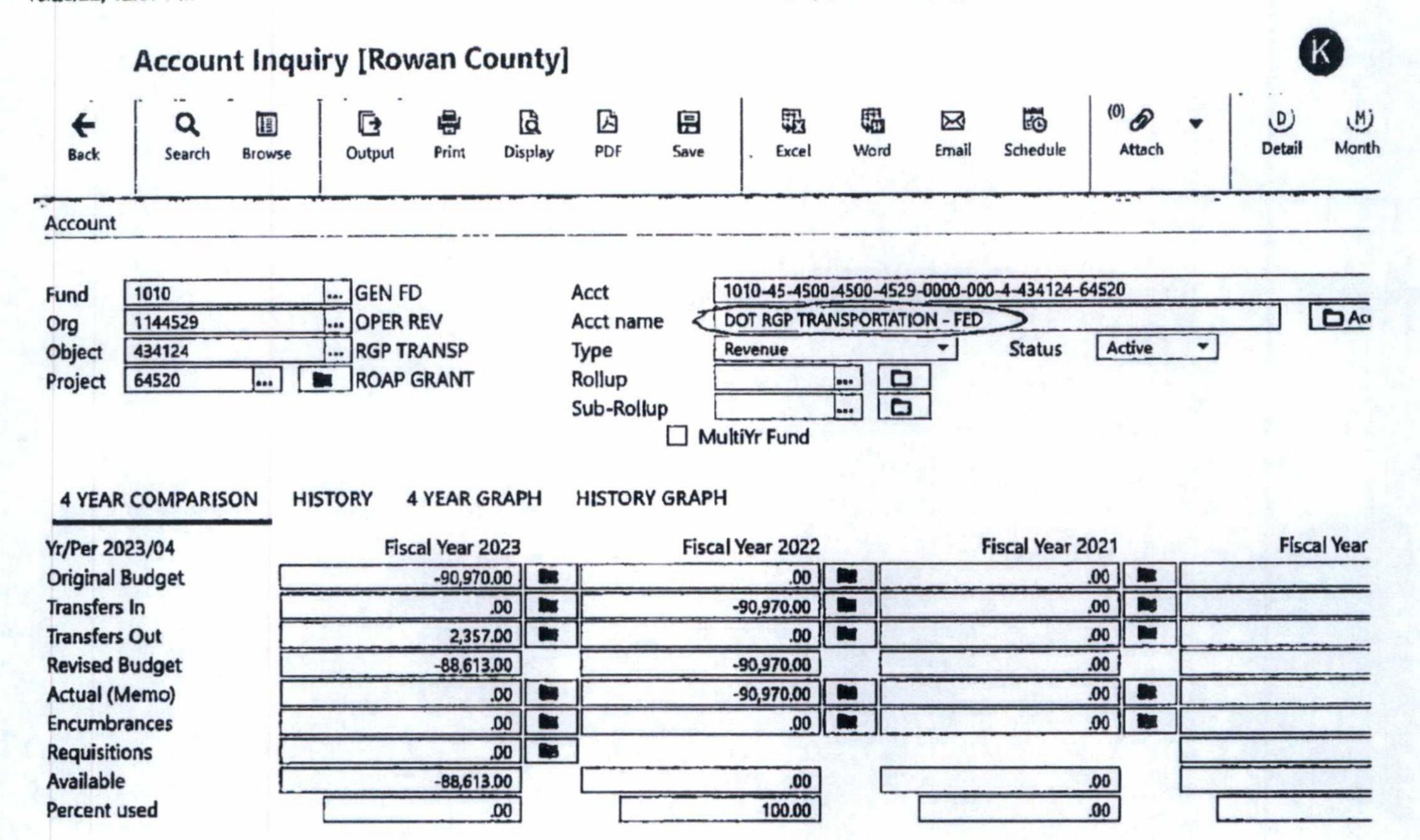
In reviewing the Final FY23 ROAP Allocation Table spreadsheet, I did not see the specific programmatic allocations listed (RGP, EDTAP, Employment)? Since there is an overall increase to the FY23 ROAP allocations, our Board of Commissioners will need to approve the increased amount, along with having a new Certification Statement signed. Since RGP requires the 10% percent local match, I need to provide the breakdown of each program in the Certification Statement for approval.

Do you have the breakdown, or will it be listed in the upcoming distribution letter?

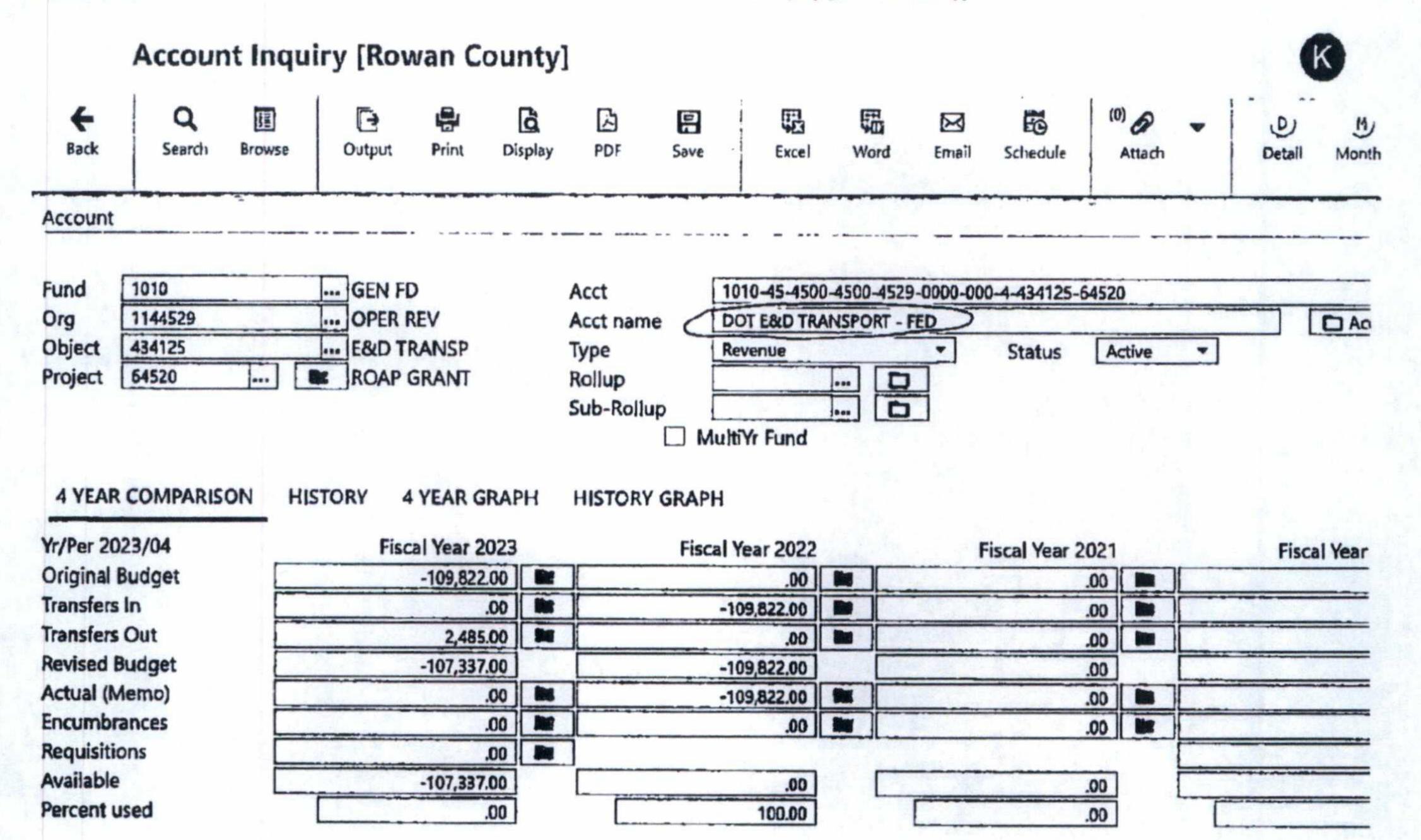
Thank you in advance for your assistance.



40.014.000+ : FY23-NEW ALLOCATION 33.629.000- CURRENT BUDGET 6.385.000*+-INCREASE TO BUDGET



105.767.000+ FY23-NEW ALLOCATION 88.613.000- CHERENT BUDGET 17.154.000*+ -INCREASE TO BUDGET



128.006.000+ FV23, NEW ALLACATION 107.337.000- CURRENT BUDGET 20.669.000*+ THEREPSE TO BUDGET

BA-04-776 - BOC 11-07

Final Audit Report 2022-10-28

Created: 2022-10-28

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAAgSm62Htgr1jNH3m6VasOSqywxpFr2VC0

"BA-04-776 - BOC 11-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
2022-10-28 - 2:35:59 PM GMT- IP address: 24.123.188.14

- Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature 2022-10-28 2:36:39 PM GMT
- Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)

 Signature Date: 2022-10-28 6:46:54 PM GMT Time Source: server- IP address: 24.123.188.14
- Agreement completed.

 2022-10-28 6:46:54 PM GMT

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

EXPLANATION IN DETAIL:	PA OC EX		ATE SUPPLIES IT ON SUPPLIES GATIONS. by: Major J C Sifford Ite: 10/26/2022	
ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
STATE ASSET FORFEITURE FUNDS	R	11444165-435033	9,607	
OTHER STATE-SUPPLIES	E	1154416-561910	9,607	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING U	JSE ONLY
Approved: Disapproved: Amended: Date:	Dis Am	approved: ended: ature:	Budget Revision # Date Posted: Group Number: Posted by: Approved by:	

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

	·
TO: BOARD OF COMMISSIONERS	· ·

FROM: SHERIFF

EXPLANATION IN DETAIL: RECOGNIZE STATE ASSET FORFEITURE PAYMENTS FROM SEPTEMBER & OCTOBER I AND BUDGET TO STATE SUPPLIES EXPENSE ACLOUNT TO BE SPENT ON SUPPLIES TO FURTHER DRUG INVESTIGATIONS

Prepared by MAJOR J. C. SIFFORD Date: 10-24-22 Reviewed: DECREASE INCREASE R/E ACCOUNT # ACCOUNT TITLE ST ASSET FORF ETTURE R 11444 165-435033 9607 FUNDS OTHER STATE-SUPPLIES E 1154416-561910 9607 ACCOUNTING USE ONLY COUNTY MANAGER DEPARTMENT HEAD Approved: Budget Revision # Approved: _ Date Posted: Disapproved: Disapproved: Group Number: Amended: Amended: Posted by: Date: ___ Date: Signature: Signature: Approved by: _

Subject:

FW: NC E-Pay Remittance Advice

TO:

Rowan County Sheriffs Office

RE:

Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$2101.15 for payment number 45PR0000794088. It is your responsibility to confirm that this deposit was made and is available for your use.

These funds were paid by the following agency:

DEPARTMENT OF REVENUE

TAX DISTRIBUTIONS

PO BOX 871

REVENUE BLDG

RALEIGH, NC

27602-0871

Agency Contact Phone: 919-754-2515

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL.

CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number Inv Date Invoice Amount Discount Amount Net Amount USUB091922_09/19/22___\$2101.15____\$00:00___\$2101.15____\$UNAUTHORIZED SUB TAX DIST-TAX QUESTIONS?: 919-707-7596

TOTAL: \$2101.15

This notification was sent from the North Carolina Office of the State Controller.

If this notification has been sent in error, please contact the agency

listed above to make corrections.

Sifford, John

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FW: NC E-Pay Remittance Advice

----Original Message-----

From: OSC.nc.payment@osc.nc.gov < OSC.nc.payment@osc.nc.gov>

Sent: Friday, October 21, 2022 11:40 AM Subject: NC E-Pay Remittance Advice

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

TO:

Rowan County Sheriffs Offiice

RE:

Direct Deposit Notification

Within three business days, pending agency funding approval, your bank account will receive a direct deposit of \$7505.59

for payment number 45PR0000795500. It is your responsibility to confirm that this deposit was made and is available for ur use.

These funds were paid by the following agency:

DEPARTMENT OF REVENUE

TAX DISTRIBUTIONS

PO BOX 871

REVENUE BLDG

RALEIGH, NC

27602-0871

Agency Contact Phone: 919-754-2515

Please direct all questions regarding this payment/deposit to the agency contact phone number listed directly above. This agency maintains information regarding your payment records. Any questions concerning payment amount and invoice information/documentation should be directed to the agency's Accounts Payable office and they will be happy to assist you with your inquiries PLEASE DO NOT REPLY TO THIS EMAIL.

CONTACT THE PAYING AGENCY AT THE NUMBER LISTED ABOVE.

Invoice Number Inv Date Invoice Amount Discount Amount Net Amount USUB102022 10/20/22 \$7505.59 \$00.00 \$7505.59 UNAUTHORIZED SUB TAX DIST-TAX QUESTIONS?: 919-707-7596

TOTAL: \$7505.59

This notification was sent from the North Carolina Office of the State Controller.

If this notification has been sent in error, please contact the agency listed above to make corrections.

BA-04-777 - BOC 11-07

Final Audit Report 2022-10-28

Created: 2022-10-28

By: Teresa Sharpless (teresa.sharpless@rowancountync.gov)

Status: Signed

Transaction ID: CBJCHBCAABAADC4CgmPIDfbxGrnf-hdLiiz5rlDJKSDG

"BA-04-777 - BOC 11-07" History

Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)
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- Agreement completed.

 2022-10-28 6:47:43 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: Carolyn Barger, Clerk to the Board

DATE: November 2, 2022

SUBJECT: Personnel

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(6) for personnel.

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: Carolyn Barger, Clerk to the Board

DATE: November 2, 2022

SUBJECT: To Consider Approval of Closed Session Minutes

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on October 17, 2022.

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: County Attorney Jay Dees

DATE: November 2, 2022

SUBJECT: For Attorney-Client Privileged Communication

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 143-318.11(a)(3) for attorney-client privileged communication regarding hangar leases at the Airport.