

ROWAN COUNTY COMMISSION AGENDA

February 21, 2022 - 6:00 PM

J. Newton Cohen, Sr. Room

J. Newton Cohen, Sr. Rowan County Administration Building 130 West Innes Street, Salisbury, NC 28144

Join from a PC, Mac, iPad, iPhone or Android device: https://bit.ly/rowanboc6pm Password: 028144

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

Webinar ID: 976 9368 1450

Password: 028144

Call to Order

Invocation

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 Minutes: February 7, 2022
- 1 Consider Approval of Consent Agenda
 - A. ARPA to Fund Temporary Staffing
 - Approve Contracting for Floor Repairs and Sealing in Perkins Leased Space

- C. Rowan County Jail Health Plan
- D. North Carolina Museum of Natural Sciences Grant
- E. Request for Public Hearing Offer to Purchase County-Owned Land
- F. Tax Refunds for Approval
- G. Schedule Public Hearing for Z 01-21 Amendment
- H. Airport American Rescue Plan Act (ARPA) Funds
- I. State Capital and Infrastructure Fund (SCIF) Grant
- J. RTS Voluntary Fleet Reduction
- K. HOME-ARP [Approve Submission of Action Plan]
- L. SCIF Grant Funding \$500,000
- M. Subordination Letter Request Eastern Fence Grant
- N. Contract with Vector Fleet Management, LLC
- O. Work Authorization for On-Airport Obstruction Removal
- P. Motorola Solutions Service Agreement
- Q. Letter of Support for USDA Grant for Yadtel Broadband Expansion into Rowan County
- R. Updated Offer to Purchase Lot 7 in Speedway Business Park
- S. Change Orders No. 10-16 for Dog Adoption Center
- T. NC Department of Public Safety Grant Sheriff's Office
- 2 Public Comment Period
- 3 Quasi-Judicial Hearing for SUP 02-22
- 4 Public Hearing to Closeout the CDBG-ED18-E 3052 Grant
- 5 SNIA 01-22: LaFlam Trust
- 6 SNIA 02-22: Foley Home Sales, LLC
- 7 RSSS Application for Needs-Based Public School Capital Fund Grant
- 8 ILS Project Request for Funding SCIF Grant
- 9 Zoll Medical Corp. State Contract Purchase
- 10 Litter Report
- 11 Financial Reports
- 12 Budget Amendments
- 13 Closed Session
 - To Consider Approval of Closed Session Minutes
 - For Attorney-Client Privileged Communication
- 14 Adjournment

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the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options, please consult: https://relaync.com.

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM:

DATE:

SUBJECT: Provided By: Chaplain Michael Taylor

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: February 11, 2022

SUBJECT: Consider Approval of Minutes: February 7, 2022

ATTACHMENTS:

Description Upload Date Type

February 7, 2022 Minutes 2/11/2022 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 February 7, 2022 – 3:00 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 James Howden were also present.

Chairman Edds convened the meeting at 3:00 p.m.

Chaplain Michael Taylor provided the Invocation.

Chairman Edds led the Pledge of Allegiance.

CONSIDER ADDITIONS TO THE AGENDA

- Chairman Edds added a request from the Library Director, Melissa Oleen, to the Consent Agenda as Item R. The request was for approval to submit a grant application to the Blanche and Julian Robertson Family Foundation for the Salisbury Post Morgue Preservation Project.
- Chairman Edds added a discussion as agenda item #4a regarding a request from Piedmont Players Theater to lease space at West End Plaza.

CONSIDER DELETIONS FROM THE AGENDA

There were no deletions from the agenda.

CONSIDER APPROVAL OF THE AGENDA

Commissioner Klusman moved, Commissioner Greene seconded and the vote to approve the agenda as amended passed unanimously.

CONSIDER APPROVAL OF THE MINUTES

Commissioner Klusman moved to approve the minutes of the January 18, 2022 meeting, January 18, 2022 Annual Planning Work Session and January 27, 2022 Special Meeting. Commissioner Klusman seconded and the vote 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. Prayer Tent West End Plaza
- B. Request to Accept Available Grant Funds from the NC Governor's Crime Commission
- C. Robertson Foundation Grant Application
- D. Bi-Weekly Environmental Health Report
- E. RCHD 2022 Clinical Fee Schedule
- F. RCHD 2022 Dental Fee Schedule
- G. Purchase of Three (3) Dodge Ram 1500 for Sheriff's Office
- H. Thermal Scanner for Whole Body Scanner
- I. Sole-Source Approval Tasers and Body Cameras for Sheriff's Office
- J. The High Road, Inc Lease in West End Plaza
- K. Records Loan Agreement with Salisbury Post
- L. Request for Property Access
- M. Task Order 2022-01 Landfill Phase V Expansion
- N. Schedule Quasi-Judicial Hearing for SUP 02-22
- O. Offer by NC DOT for Kimball Road Bridge Project
- P. Authorize Soil & Water Conservation District to Apply for Funding through StRAP
- Q. Change Order 001 NE Rowan County Chemical Booster Station
- R. Authorize Rowan Public Library to Submit Grant Application (addition to the Consent Agenda and attached to these minutes for the record)

2. PUBLIC COMMENT PERIOD

Chairman Edds opened the Public Comment Period to entertain comments from any citizens wishing to address the Board. Chairman Edds said the Board had received one (1) online submittal regarding the Noise Ordinance. With no one coming forward, Chairman Edds closed the Public Comment Period.

3. FISCAL YEAR 2021 FINANCIAL REPORT PRESENTATION

Tonya Thompson, Senior Manager with Martin, Starnes and Associates, CPAs, P.A. provided a power point as she highlighted the financial data in County's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending June 30, 2021.

Ms. Thompson said Martin Starnes & Associates had rendered an unmodified opinion and she also expressed appreciation for the cooperation the firm had received from the Finance Department's staff as well as that of other departments during the audit.

Using the power point, Ms. Thompson reviewed the financial position of the County, as well as any changes relative to information contained in the CAFR.

As Ms. Thompson discussed the County's fund balance, she reported the Local Government Commission (LGC) had increased the bare minimum fund balance to be 16% (as opposed to the previous 8%).

Ms. Thompson reviewed the key performance indicators that would require a response sixty (60) days from the date of the presentation to the Board. Ms. Thompson noted the following performance indicators were not written up as findings and did not represent material weaknesses:

- Statutory violation excess of expenditures over appropriations. (Ms.
 Thompson stated the County did not do anything wrong and she explained how
 the violation came about, which was the result of implementation of a new
 accounting standard).
- Audit submitted greater than five (5) months after year end. Ms. Thompson noted the audit was submitted January 31st and had already been accepted.

In closing, Ms. Thompson highlighted the positive performance indicators, which included:

- General Fund available fund balance percentage
- Enterprise Fund quick ratios
- Stable property tax valuation and collection percentages
- No material weaknesses in internal controls over financial reporting

Following questions/comments from the board members, Chairman Edds thanked Ms. Thompson for the presentation.

4. UPDATE REGARDING ROWAN JOBS INITIATIVE

Commissioner Greene stated that approximately five (5) years ago, the County received money back from a business that did not meet its job fulfillment requirements through the County's investment grant program. Commissioner Greene said the Commissioners decided to invest those funds in a jobs program that would help citizens who were unemployed or who were employed part-time. Commissioner Greene said the County had asked Rowan Cabarrus Community College (RCCC) to help create the program, which became known as Better Jobs for Better Lives (Program). Commissioner Greene then turned the meeting over to Craig Lamb, RCCC Vice President of Corporate and Continuing Education, to provide an update on the Program.

Mr. Lamb said RCCC had taken the Program in 2017 to all ten (10) of the County's municipalities. Community forums were also held and RCCC was able to learn from businesses, as well, what was needed. Mr. Lamb said it was discovered that where citizens lived was important because citizens needed access - meaning education was

affordable, doable and fit into their family and work schedules, short enough to get them in/out of the door with the meaningful results needed.

The plan was originally to have a traditional Program with a budget that included staff, scholarships, and advertising. Mr. Lamb said after the Program had run for a year or two, it was learned RCCC already had the money to hire staff and to purchase advertising. According to Mr. Lamb the scholarship fund was what they needed most. Mr. Lamb reported all the allocations the County had made and would make in the future would go 100% to student scholarships for tuition, tools, equipment to complete the Program, uniforms, books, etc.

Mr. Lamb said the idea was to augment a traditional 2-4-year college education for choices that were short-term and workforce development in nature. The Programs were usually nine (9) weeks or less in length and resulted in industry certification that would get someone a high paying job with opportunities for advancement.

Mr. Lamb thanked the Commissioners for creating a legacy of opportunity for folks in Rowan County.

Keri Allman, Program Manager for R3 Career Services, stated in March 2020, R3 Services (Refocus/Retrain/Re-Employ) developed virtual services to reach citizens with during the COVID-19 Pandemic. Ms. Allman talked about partnerships with other initiatives, including "Boots-on-the-Ground".

Ms. Allman said there were many successful stories as a result of the Program and she introduced participant Anthony Mack, who staff met through "Boots-on-the-Ground." Ms. Allman said Mr. Mack had shared with staff how he had always wanted to work in fire services and to drive a fire truck. Ms. Allman said Mr. Mack had completed the CDL Program, the fire program training, and achieved his EMT certification. Ms. Allman said Mr. Mack was volunteering in East Spencer and now that he had completed all his certifications, he was ready to go to work.

Mr. Mack said he had given up on himself a few times in the past and then he met RCCC recruiter, Jessica Corum, in East Spencer. Mr. Mack praised Ms. Corum's kindness and said he could not thank staff enough for the difference they had made in his life and giving him a chance. Mr. Mack expressed hope the Program would be able to keep going and continuing touching other lives. Mr. Mack said, "There are a lot of diamonds out there in the rough and if you clean them off a little bit, they will start to shine". Mr. Mack thanked the Board for the funding and the chance the Board had taken in hopes of making Rowan County a better place. Mr. Mack felt he personally represented the "great" financial decision the Board had made to help people.

A round of applause followed Mr. Mack's comments.

Ms. Allman provided a handout and highlighted the services, scholarship opportunities and locations for the Program.

In response to an inquiry from Commissioner Klusman, Mr. Mack said he was a volunteer for the East Spencer Volunteer Fire Department. Mr. Mack said he could now drive the trucks, as well. Mr. Mack said his main goal was to be a firefighter and save lives. With regards to the R3 Services, Mr. Mack said he had made it through the refocus and retrain aspects and now needed to achieve re-employment. Commissioner Klusman encouraged Mr. Mack to adopt/mentor a younger guy.

Commissioner Greene stated when Program was created, it was done to help individuals in situations like Mr. Mack.

Chairman Edds expressed appreciation to the Commissioners for taking a chance and supporting the Program. Chairman Edds credited Commissioner Greene for creation of the Program, explaining that it had been Commissioner Greene's idea and he had laid the groundwork for the Program. Chairman Edds said the Board did not get many opportunities to see Program results directly and that Mr. Mack's success story had been almost overwhelming. In closing, Chairman Edds expressed appreciation to Mr. Lamb and RCCC staff for their leadership in touching the lives of folks in the community. Chairman Edds congratulated Mr. Mack and said the County was a community of folks who loved him and wanted to see him succeed.

ADDITION

4a. REQUEST FROM PIEDMONT PLAYERS TO LEASE SPACE AT WEST END PLAZA

Chairman Edds said Piedmont Players Theater (Theater) had completed an application to rent space A8 at the West End Plaza (WEP). Chairman Edds said the Board did not mind the Theater renting space; however, there was a possibility that Veteran Services might be expanding operations into the A8 space. Chairman Edds suggested the Board allow the County Manager and Facilities Director to find a suitable space for the Theater to lease.

Commissioner Klusman moved to allow the County Manager and Facilities Director to work with the Theater to find a suitable space to lease. The motion was seconded by Commissioner Greene and carried unanimously.

5. BUDGET AMENDMENTS

Finance Director James Howden presented the following budget amendments for the Board's consideration:

- Sheriff Recognize revenue received by check for cost of providing requested records, and budgeted to office supplies expense account. \$43
- Social Services Budget Pandemic Lieap/CIP Administration funds. \$132,460

- Social Services Budget donations received in order to provide goods and services to clients. \$612,060
- Social Services Revised expenditures and/or revenues based on Funding Authorizations received from the State. Funding Authorizations reflect the actual amount received and may increase or decrease the original budget estimate. \$6.996
- Sheriff Recognize revenue from the NC Governor's Crime Commission and budget funds to the correct expense accounts. \$24,499
- Health Department- Budget for awarded funding through the Office of Rural Health for the Dental Program. \$35,000
- Finance Funds originally budgeted in ARPA for lead remediation in the Water Fund. These funds need to be budgeted in the Water Fund. \$1,000,000
- Sheriff Recognize excess revenue from School Resource Reimbursement account. \$3,933
- Sheriff Recognize excess revenue in deputy escort services and budget to the repair and maintenance vehicles expense account. \$3,750
- County Manager / BOC Commissioners approved ruing the June 21, 2021 meeting to reimburse Shelter Guardians, Inc. for change orders 2 and 4 and for city water tap fee related to site work at the Nina Dix Dog Adoption Center. \$32,547

Commissioner Pierce moved approval of the budget amendments as presented. The motion was seconded by Commissioner Greene and passed unanimously.

6. CONSIDER APPROVAL OF BOARD APPOINTMENTS

AGRICULTURAL ADVISORY BOARD

Kim Starnes applied for reappointment for a two-year term. If approved, the term will expire January 31, 2024.

HISTORIC LANDMARKS COMMISSION

Jody Taylor applied for reappointment and if approved the term will expire January 31, 2025.

Commissioner Pierce moved the reappointment of Mr. Starnes and Mr. Taylor. The motion was followed by a second from Commissioner Greene and carried unanimously.

JUVENILE CRIME PREVENTION COUNCIL

Sarah Schaller resides in another county but is the new System of Care Clinical Coordinator for Vaya Health. The Board is asked to appoint Ms. Schaller to replace Tressy McLean-Hickey in the Mental Health seat. The remainder of the term is through June 30, 2022 at which time Ms. Schaller would be eligible for reappointment.

Commissioner Klusman moved to appoint Ms. Schaller. Commissioner Pierce seconded and the vote carried unanimously.

TOWN OF FAITH PLANNING BOARD

Mary Morales resigned as an ETJ member of the Faith Planning Board. Dawn Mowbray applied to fill the remainder of the term, which will expire February 28, 2023. The Board of Aldermen submitted a letter in support the Ms. Mowbray's appointment.

Commissioner Pierce moved to accept the resignation of Ms. Morales, followed by a second from Commissioner Greene. The motion passed unanimously.

Commissioner Pierce moved, Commissioner Greene seconded and the vote to appoint Ms. Mowbray passed unanimously.

LIBRARY BOARD

Jody Taylor applied to fill a vacancy and if approved, the term will expire December 31, 2024.

At the request of Commissioner Klusman, the Board tabled the appointment to the next meeting.

7. ADJOURNMENT

There being no further business to come before the Board, Commissioner Greene moved to adjourn at 3:55 p.m. The motion was seconded by Commissioner Pierce and passed unanimously.

Respectfully Submitted,

Carolyn Barger, MMC, NCMCC Clerk to the Board



MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Melissa J. Oleen, Library Director

DATE: February 4, 2022

RE: Library Grant Application

The library is collaborating with the *Salisbury Post* newspaper (Salisbury Newsmedia, LLC) on a large-scale digitization project to preserve the Salisbury Post morgue. To assist with the costs of this labor intensive project, the library is requesting authorization to submit a grant application to the Blanche & Julian Robertson Family Foundation. No matching funds are required. The grant submission deadline is Sunday, February 20 at 11:59 PM.

I respectfully request authorization to apply for a Blanche & Julian Robertson Family Foundation grant.



HEADQUARTERS - 201 West Fisher Street • Salisbury, NC 28144 • 704-216-8228 • FAX 704-216-8237 EAST BRANCH - 110 Broad Street • P.O. Box 550 • Rockwell, NC 28138-0550 • 704-216-7838 • FAX 704-279-7832

https://bjrff.org/application-procedures/

THE BLANCHE AND JULIAN ROBERTSON FAMILY FOUNDATION 2022 GRANT APPLICATION

Submission Deadline: Sunday, February 20 at 11:59 PM

Organization Information

Organization Name: Rowan Public Library

Mailing Address: Street Address:

201 West Fisher Street

City: Salisbury

State: North Carolina

Zip: 28144

Telephone: 704-216-8232

Fax: 704-216-8237

Web Address: www.rowanpubliclibrary.org

Application Contact Information Salutation: Ms.

Contact First Name: Gretchen

Contact Last Name: Witt

Title: Supervisor, Edith M. Clark History Room

Telephone: 704-216-8232

Email Address: gretchen.witt@rowancountync.gov

Is the contact person listed above also the Executive Director?

Executive Director First Name: Melissa

Executive Director Last Name: Oleen

Organization Status

Is the organization a tax exempt charitable organization 501(c)3: No

Effective date of 501(c)3 status: N/A

Tax ID Number: 56-6000336

Is your organization a:

Government tax-exempt unit: No

Religious organization: No

Affiliated with tax-exempt organization: No

Specify fiscal agent: James M. Howden

Accredited educational institution: No

What are the current Assets of the organization? \$7,579,246.03

Does your organization conduct an audit? Yes

What is your most recent audit date? June 30, 2021

What is your annual operating budget? \$3,468,625.00

List your income from the previous fiscal year: \$150,398.00

List your expenses from the previous fiscal year: \$2,933,301.00

Project Request Information

Project Title: Salisbury Post Morgue Preservation Project (SPMPP)

Grant request amount: \$217,113.00

Total Project Budget: \$227,813.00

Start Date: November of 2021

Completion Date: 12/31/2023

Provide a brief project summary (Max words 50)

Salisbury Post, a local newspaper over 100 years old, has been in its current location since 1922. The upper floor houses a "morgue" of newspaper research material. The building is for sale, putting this extensive archive in jeopardy. Digitizing it ensures its continued preservation while increasing usability and accessibility.

Describe your proposal in detail: (include objectives, background of project, demonstration of need and how funds will be used) (Max words 500)

In July 2020, Salisbury Post editor Josh Bergeron contacted Library Director Melissa Oleen about partnering on a long-term solution for preserving the Post's morgue 'as is' and allowing convenient access to Post staff and RPL patrons. History Room Supervisor Gretchen Witt and Reference Librarian Paul Birkhead consulted with Bergeron, visited the morgue, and developed a comprehensive project plan and budget to meet these objectives. The plan also supports the future possibility of RPL accepting the morgue's physical contents, should this ever be desired by the Post.

The project's goal is to preserve morgue contents, which span more than 50 years. The morgue includes 88,000 envelopes of clippings, photographs, brochures, and ephemera unique to Rowan-Salisbury history stored in 30, four-drawer filing cabinets. Reporters still use this archive. With the evolving state of newspapers and the *Post* building for sale, the time for preserving this priceless local history collection is now.

This goal's primary objectives are to 1) perform archival quality scanning and digitizing of this fragile contextual material, 2) preserve digitized documents as one collection with multiple access points, 3) make the digitized collection easily accessible to *Post* reporters, and 4) provide access to the digitized collection at all RPL branches. As copyright laws cease to apply to morgue materials, RPL will collaborate with the *Post* to make more content open access via the internet.

RPL's Edith M. Clark History Room has long been the public access archive to the *Salisbury Post*. The History Room maintains past issues from 1905 to present on microfilm and specialized indexes. Important issues, such as the 1953 Rowan County Centennial, are preserved in paper form. RPL recognizes the importance of preserving the Rowan-Salisbury community's shared past and maintaining its availability and accessibility.

The Salisbury Post Morgue Preservation Project (SPMPP) will be labor-intensive and entail 19,000+ hours of scanning. The History Room utilizes only 104 staff hours per week. While a branch librarian (Birkhead) is assisting Witt with the SPMPP, with these staff hours, completion would take five years, at minimum.

Funds for this project will fulfill two significant needs: extra temporary staffing and modern equipment for fast, archival quality scans and digitized document storage and retrieval:

One full-time, 18-month librarian would be responsible for day-to-day SPMPP operations, including equipment installation and maintenance, recruitment, training, and supervision of volunteers, prepping documents for digitization, and scanning.

Five part-time, 18-month library associate 1s would primarily prep morgue materials for digitization and scan them.

Five dedicated scanning stations would be placed strategically: one in the morgue itself, to protect the most delicate documents from transport; two stations in the History Room; one at RPL South and at RPL West. Once the SPMPP is complete, stations will be converted to public use, allowing access to the entire digitized collection.

What funds from other sources have been received or are under consideration for this project? List sources and amounts.

State Library of North Carolina Aid to Public Libraries Fund, \$6,000.00 RPL History Room Gift Fund, \$3,700.00 Friends of RPL, donation under consideration RPL Foundation, donation under consideration Salisbury News Media, LLC, donation under consideration

Are you willing to make this grant application a Challenge Grant (where no funds from the BJRFF, Inc. will be disbursed until funds are secured from other sources and approved by The BJRFF Board? List sources and amounts.

No. Rowan County Government will not allow county departments to seek grants that require matching funds.

What percentage of your annual budget is spent in Rowan County? 78%

What percentage of your Grant project budget will be spent in Rowan County?

90% of the budget will be spent in Rowan County to fund personnel. 10% will go towards equipment vendors that, circumstances dictate, will likely be outside of Rowan County. Check math

Will local vendors be used for the project?

As often as possible, local vendors will be used for equipment and supplies.

If No, please explain.

How many people do you employ? 71

What percentage of your employees live in Rowan County? 89%

How many people will be impacted by your project?

Completion of the project ensures that RPL's more than 250,000 annual visitors, *Salisbury Post* staff, researchers, teachers, and students have access to the morgue's unique contents, enhancing research across disciplines for decades to come. As copyright lifts for the digitized morgue contents, internet access will make provide world-wide access.

The project will employ six temporary staffers for 18 months, thereby contributing to the local economy and providing a specialized on-the-job training program which would allow project associates to build their skill sets and marketability.

What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.

By December 2023, the morgue will be completely scanned, enhanced, and full-text searchable. A finding aid to the collection will be created and available online.

Do you have another measurable result you expect to accomplish with this grant? Yes or No Yes.

(If Yes), Result 2:

Public access stations to the collection will be available at all four library branches. These stations will be available for the public to freely use with printing available at a nominal cost. History Room visitors are primarily from Salisbury-Rowan but numerous researchers and genealogists travel in from across the United States and foreign countries.

Do you have another measurable result you expect to accomplish with this grant? Yes or No Yes.

(If Yes), Result 3:

A copy of the entire digitized collection will be provided to the *Post* along with one scanning/access station for use by *Post* staff and reporters. The morgue research can be conducted remotely as opposed to working in the morgue itself and the refiling of morgue envelopes will dramatically decrease.

How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100)

Once the SPMPP is complete, day-to-day digital maintenance and user training and access will be provided by permanent library staff. These costs are already included in RPL's fiscal year budget. Preserving the morgue collections long-term and migrating/adapting its storage and access as technologies advance and digital archiving standards change is already addressed under the History Room's current preservation plan for its digital collections and documents.

Organization Overview

Organization Mission:

Inspiring the spirit of exploration and the power of imagination, promoting the joy of reading, and supporting the lifelong pursuit of knowledge for all people.

What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max)

The RPL System serves all Rowan County residents, with four physical locations in Salisbury, China Grove, Cleveland, Rockwell, a 24/7 online E-branch, and mobile outreach. Library cards are free and have no annual fee. All Rowan-Salisbury School students have a free digital library card

Organization core services (100 words max)

RPL provides free access to materials and information to support the interests, education, careers, passions and life pursuits of people of all ages and abilities. Librarians assist users in locating, accessing and using information technology. Free computer and WiFi access is available. Meeting and study rooms are available for students, tutors, and community groups. Outreach programs deliver materials to nursing homes and nutrition sites, as well as language development programs, childcare centers, and RSSS NC Pre-K classrooms. Copy, fax, and scan services are available. These services meet RPL's vision of a knowledgeable, progressive, diverse, and economically vibrant Rowan.

Address the qualifications of the organization and the person or persons who will lead this project:

Rowan Public Library has been serving Rowan County since it was established in 1911. Long considered the archive for the *Salisbury Post*, RPL has the paper on microfilm from 1905 through 2020. History Room staff has indexed the paper for the last 10 years and created obituary indexes for patron use covering approximately 60 years. The library is the location most citizens think to visit when looking for news items from the *Salisbury Post*.

Edith M. Clark History Room has a reputation for creating and maintaining quality online exhibits and evolving to ensure accessibility. In the early 2000s, History Room staff created the "Buerbaum Postcard" digital exhibit for the RPL website. Over the years, technology changed and the platform on which the postcards were exhibited became obsolete. History Room staff shifted to another platform and recreated the "Buerbaum Postcard" exhibit, ensuring that those unique images remain available for online viewing.

The 2014 digital exhibit, "Travels with Balfour Pink," highlighted the local granite industry and those who worked in the quarries. For this exhibit, staff digitized glass lantern slides, a very

delicate process, from a collection given to the History Room by Cathy Kirchin. Additional photographs and ephemera were also digitized to create an online overview of the collection. Other online exhibits by the History Room include the "Early Landowners of Rowan County" maps, the Salisbury map of 1904, and the Knox Family tree.

Gretchen Witt supervises the Edith M. Clark History Room. She has a Master's Degree in Library Science and 15 years experience as librarian and archivist specializing in genealogy. She has overseen the creation or transfer of the aforementioned online exhibits. Paul Birkhead holds a Master's degree in Library Science and has over 17 years experience as a librarian; he has done much of the work on the existing online exhibits. Both librarians worked on the North Carolina Public Library Directors Association's award-winning project "Through a Soldier's Eyes: Remembering Vietnam" which honored local Vietnam Veterans through photographs shared with RPL. Witt and Birkhead are leading the *Salisbury Post* Morgue Preservation Project.

Do you need licensing, zoning, or other regulatory approval to conduct the project? Yes or No

Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years? No

*Add another Grant year? No

Project Impact
What is the main area of impact for your grant? Choose one:
History and Preservation

Attachments

Please upload the following documentation in support of your application:

- Current list of Board of Directors or Board of Trustees: (Please identify Gender & Race): 01-RPL Board of Trustees.pdf
- Recent 990 Form or financial report:
 02-RCNC Comprehensive Annual Financial Report Letter.pdf
- 3. IRS 501(c) 3 or appropriate tax determination status letter: 03-RPL Tax Determination LTR.pdf
- Project budget:
 04-SP Morgue Preservation Project Budget.pdf
- 5. Organization's annual budget for current fiscal year, including income and expenses: 05-RPL FY2022 Budget.pdf
- 6. Organization's annual budget for the previous year, including income and expenses: 06-RPL FY2021 Budget.pdf
- 7. Please submit any pictures that correlate with your project: 07-SP Morgue Preservation Project Photos pdf

Certification

Do you certify that this application has been reviewed by the organization's governing body and chief executive officer and approved for submission, all information provided is accurate to the best of your knowledge and the project and schedule as presented will be addressed: Yes.

Electronic Signature - of Representative requesting grant

SALISBURY POST MORGUE PRESERVATION PROJECT

PROJECT BUDGET

Project Grant	Funding	Request	\$	217	,113.0	00
---------------	---------	---------	----	-----	--------	----

Total Anticipated Project Budget: \$ 227,813.00

Friends of RPL, donation under consideration RPL Foundation, donation under consideration

Salisbury News Media, LLC, donation under consideration

^{*}This number was arrived at by taking random morgue envelopes and tracking how long it took to prep and scan physical items, optimize the digital files and replace physical items back in the envelope.



February 1, 2022

To Whom It May Concern:

The Rowan County North Carolina Comprehensive Annual Financial Report for fiscal year ending June 30, 2020 can be found at the link below.

https://www.rowancountync.gov/ArchiveCenter/ViewFile/Item/391

This report is 218 pages and was prepared by the Rowan County Finance Department and James M. Howden, Finance Director.

Thank you,

Pam Nance

Administrative Assistant



January 31, 2022

Rowan Public Library is part of the Rowan county Government System. We are not tax exempt.

We do not file a Form 990.

Sincerely,

Pam Nance

Administrative Asst.



RPL Board of Trustees

2022

Dale Basinger Ex-Officio - RPL Foundation 7520 Pop Basinger Road Rockwell, NC 28138 (H) - 704-279-5427 dbasinger@carolina.rr.com

Reginald Brown Term: 2020-2022 815 West Thomas Street Salisbury, NC 28144 (H) 704-636-2656 (W) 704-657-5131 educourse.brown@gmail.com

Pam Bloom Term: 2022-2024 844 North Craige Street Salisbury, NC 28144 (C) 704-425-8323 bloompame@gmail.com

Mike Caskey Ex-Offcio - County Commissioner 130 W. Innes Street Salisbury, NC 28144 (W) 704-216-8180 mike.caskey@rowancountync.gov

Gary Freeze - Chair Term: 2022-2024 725 N. Craige Street Salisbury, NC 28144 (H) 704-639-1987 (C) 704-754-3331 gfreeze52@gmail.com

Jenny Hubbard Ex-Officio - Friends of RPL 326 W. Bank Street Salisbury, NC 28144 (H) - 704-258-0390

Betty Mickle - Co Chair Term: 2021-2023 219 Bethel Drive Salsibury, NC 28144 (H) 704-636-4673 (W) 704-642-9654 b7mickle@aol.com

Jennifer Nicholson Term: 2022-2024 725 Shinn Farm Road Mooresville, NC 28115 (H) 704-223-1882 ilsn5576@gmail.com

jen4hubbard@gmail.com

Jody Taylor ← Pending Term: 2021-2023 Commissioner 195 Morrowfield Place approval Mt. Ulla, NC 28125 at 2/7/22 (C) 704-418-5398 meeting. jodytaylor@outlook.com

Melissa Oleen Library Director (W) 704-216-8233 Melissa.Oleen@rowancountync.gov

Laurie Lyda Library Services Manager (W) 704-216-8245 Laurie.Lyda@rowancountync.gov

Pam Nance Secretary to the Board (W) 704-216-8231 Pam.Nance@rowancountync.gov Dale Basinger

Male White Mike Caskey

Male White Betty Mickle

Female White

Reginald Brown

Male Black Gary Freeze

Male White Jennifer Nicholson

Female White

Pam Bloom

Female White Jenny Hubbard

Female White Jody Taylor

Male White

## SERV EXPENDITU 191.181.69 2020 ACTUAL ORIG BUD REAN SERV EXPENDITU 191.181.69 2021 714.00 215.714.00 216.714.00 216.714.00 216.714.00 216.714.00 216.714.00 217.7156.64 APPROVICE ARY DEPARTMENT ARY DEPAR	PROJECTION: 20221 FY2021-2022 REG	ULAR BUDGET					FOR PERIOD 99	66 Q
AL VETERAN SERV EXPENDITU 191,181,69 212,714,00 216,714,00 216,714,00 193,250,51 318,999,91 209,714,00 216,714,00 217,186,64 217,396,100 217,300,100 217,300,	ACCOUNTS FOR: GENERAL FUND	2020 ACTUAL	2021 ORIG BUD	2021 EVISED	2021 ACTUAL	2021 PROJECTION		H.
LIBRARY DEPARTMENT LIBRARY REVIEWES LIB FIRES -17.44.31 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.44.51 -19.45.51	TOTAL VETERAN SERV EXPENDITU TOTAL VETERAN SERVICES	181. 999.	714	714.	93,	00.0	44,647.00	
LIBRARY REVENUES LIBRARY PONATIONS REVENUE 45.267,905.68	LIBRARY DEPARTMEN LIBRARY REVENUES 431083 LIB 431300 20007 DIS 434069 LIB 451002 LIB 453060 LIB 489010 LIB	17.3.1.3.4.1.				8 8 8 8 8 8 8	-173, 964, 000 -40, 000, 00	
LIBRARY DONATIONS REVE -5.267.67 .00 -79.220.00 -68.641.72 .00 .00 .00 .00 .00 .00 .00 .00 .00 .0		260,905.	58,964	258,		8 0 00	-3,000.	
\$10005 \$AL-REG 9,493.42	TOTAL LIBRARY DONATIONS REVE 110 LIBRARY EXPENDITURES	,267	90.	79,220.		00.	0. 0.	
20014	\$10005 \$10005 \$10005 \$20008 \$20005 \$20015 \$20015 \$20015 \$20020 \$20020 \$20040 \$20040 \$20040 \$20040 \$33006 \$33006 \$33006 \$34009 \$34009	1,363,255.65 388,154.00 388,154.00 20,757.80 124,324.41 88,669.89 8,605.58 38,046.08 4,601.28 4,601.28 4,708.248 7,750.00 1,750.00 1,750.00 1,750.00 1,770.00	180,000 383,440 25,880 25,618 109,245 11,436 47,735 730 730 730 730 730 730 730 730	1,590,492,00 11,200,00 180,000,00 424,440,00 325,618,00 156,783,00 109,245,00 11,436,00 47,735,00 3,430,00 3,430,00 36,500,00 58,000,00 1,500,00 14,000,00 14,000,00 1,500,00	298, 24, 25, 37, 37, 37, 37, 37, 37, 37, 37, 37, 37	888888888888888888888888888888888888888	1,623,805.00 200,000.00 480,480.00 26,292.00 112,550.00 18,111.00 48,735.00 730.00 36,500.00 58,000.00 11,500.00 11,500.00 11,500.00 11,500.00 11,500.00 11,500.00 11,500.00 11,500.00 11,500.00 11,500.00	

PROJECTION: 20221 FY2021-2022 REGULAR BUDGET

FOR PERIOD 99

2022	APPROVED COMMENT	2	1.000.00	3.000.00	00.	360.	15,000.00	14,600.00	1,000.00	3,500.00	8,000.00	6,500.00	100	000	12 400.00	13,000.00	15,000.00	10,000.00	00.000	90	000	40,000,00	00	160,000.00	00	96	16,850.00	200	00	60.000.00	00.	250.00	00.	13,000.00	00.000	3,500.00		3,578,440.00	00.	00.
2021	PROJECTION	00	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	00.	9.6	0.0		8.8		8.0										00.	00.	00.	00.	8.8	8.6	9.5	00.		.00.	00.	00.
2021	ACTUAL	58,237.10	2,744.26	1,615.13			6,084.20		545.00	3,456.47	1,749.32	1,003.40	1,020.33	397.73	11 411 98	9 910 26	9,997,60	740	100	87,622,31	1,800.67	27,494.97	24,548.52	162, 225.92	40,076.19	1,488.33	12.664.38	149,76	00.	14,668.05		00.	14 603 52	• 🔻	00.799	1,118.80	2 866 334 64	40.452,000,2	48,375.00	00.
2021	REVISED BUD	59,680.00	2,766.00	700.	00.00	15,380.00	12,000.00	1,000.00	3,500.00	2000.00	4 500.00	1,000	8 600 00	400.00	12.000.00		10,000.00	750.00	00.	135,000.00				47 000 00			15,850.00			14,811.00	710.	00.621	15.000.00	00	5.000.00	3,500.00	3 389 405 00		48,375.00	00.
2021	ORIG BUD	57,000.00	1,000.00	3,000.00	00.035 0	15,000.00	13,000,00	1,000,00	3 500 00	10,000,01	4 500 00	100	8,600.00	400		10,000.00	0	750.00		135,000.00	5,500.00	32,810.00			1.700.00	5,000.00	,850.	150.00	00.	2,710.00	175 00	00.031	15,000,00	00.	2,000.00	3,500.00	3.331.290.00		00.	9
2020	ACTUAL	121,238.56	1 272 40	15.40	7 800 00	8 094 18	539	962.62	3.644.83	7.346.71	749	2,442.97	00	368.75	14,560.09	14,328.18	16,747.74	830.70	152.1	108,558.89	2,233.34	34 942 29	197,656,59	34,898,28	1,284.99	4,892.75	15,235.35	149.	3,8/8.	15 556 74	118.7	1,744.31	19,409.59	20,869.53	1,665.81	2,242.86	3,081,223.34		6.424.93	
		R&M-BLDG	R&M-VEHTO	R&M-PHONE	RENT-L&B	COST P COP	TELEPHONE	ADVERTISNG	PRINTING	POSTAGE	TRAVEL	TRAINING	P-CARD	PROG MISC	OFFICE SUP	JANT L-SUP	LIBRA SUPP	VEHICLE SU	OTH SM EQP	ELECIRICTY	NATRAL GAS	AUD-VISHAL	BOOKS	E-RESOURCE	DUES&SUBS	MICROFILM	PERIODICAL	OTHR A/YA	C/A-FIREOR	F/A-F&FOUT	-	20007 DISASTRELI	PROG ACTIV	LSTA GRANT	BNK-CC FEE	SALES&USE	TOTAL LIBRARY EXPENDITURES	DONAT	MICROFILM C/A-FU&EQP	•
FOR:	743005	543005	543020	543055	544020	550007	553005	554000	555000	557000	558000	259000	561000	561003	261030	261030	261085	20100	267065	562020	562025	564005	564010	564040	564050	564060	564040	575035	575090	576030		582025 2	583000	20000	20000	000066	LIBRARY	LIBRARY	575090	
ACCOUNTS FOR:	И.	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1156110	1155110	1156110	0	TOTAL		1156115	

	FUK PERIOD 99		APPROVED COMMENT	3.319.476.00	-200,000,00 -50,000,00	-55,000.00	-13,200.00	-401,500.00	-10,000,00	-10,000.00	-15,000.00 -12,000.00 -225.000.00	-252,000.00	-33,750.00 -65,000.00 -75,000.00	-173,750.00	-15,000.00
		2021	PROJECTION .			8888	8000	00.	0000	00.	0000	00.	0000	00.	00.
		2021	10,230.00	58,605.00	-81,939,96 1,115,00	-30,881.58 -39,559.50 -11.350.55	-15,180.00 -127.50	-177,961.09	-2,610.00 .00 .00	-2,610.00	-23,000,12 -15,908.05 -155,275,24	-194,183.41	-23,585,98 -27,101.75 -28,305,65	-78,993.38	-14,667,75
		2021 REVISED RUD	30,845.00	79,220.00	-172,500.00 -53,000.00 -3,000.00	-55,000.00 -50,000.00 -30,000.00	-13,200.00	-377,000.00	-10,000.00	-32,091.00	-15,000.00 -12,000.00 -217,500.00	-244,500.00	-33,750.00 -65,000.00 -75,000.00	-173,750.00	-15,000.00
		2021 ORIG BUD	00.	3,072,326.00	-172,500.00 -53,000.00 -3,000.00	-50,000.00	-13,200.00 .00 -300.00	-377,000.00	-10,000.00	-10,000.00	-15,000.00 -12,000.00 -217,500.00	-244,500.00	-33,750.00 -65,000.00 -75,000.00	-173,750.00	-15,000,00
EGULAR BUDGET		2020 ACTUAL	3,617.16	10,042.09	-107, 665.27 -52, 940.50	28,363.00 -23,691.77	-15,180.00 -70.99 -588.85	-265,599.78	-9,780.00 -2,085.00	-11,865.00	-12,783.92 -8,262.15 -151,312.06	-172,358.13	-25,986.89 -47,215.80 -54,324.29	-127,526.98	-12,149.67
PROJECTION: 20221 FY2021-2022 REGULAR BUDGET	ACCOUNTS FOR:	STATE OF THE PARTY.	115 582035 MEM/GIFT	TOTAL LIBRARY DONATIONS EXPE TOTAL LIBRARY DEPARTMENT	PARKS AND RECREATION DEPT 30 PARKS ADMIN REVENUES 30 425015 PARK CONCE 30 447001 AUT JUBILE 30 453070 FISHING FE	453074 462015 462020		7	464020 464100 495010	GEM MINING RE	32 425015 PARK CONCE 32 425017 PK GM JEWE 32 425018 PK GM RAW	TRAIN/CAROUSE		CAMPGROUND RE	
PR(ACCO	GENEF	1156115		6200 1146230 1146230 1146230 1146230	1146230	1146230	11462	1146231 1146231 1146231	TOT 1146232	1146232 1146232 1146232	1146233	1146233 1146233 1146233	1146234	11462

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OD HOTBIRD BOD	2021	ON APPROVED COMMENT 00 -3,000.00	133,778.00 29,880.00 1,944.00 8,128.00 4,029.00 4,029.00 6,400.00 6,400.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00 1,000.00	1, 212, 209,	-173, 964. -40,000. -40,000.		1,590,492.
	2020	PROJECTIO	555555555555555555555555555555555555555	00.00	888888	9. 8.8	00.
	2021	-2,083.87	127,128.80 32,896.50 1,831.12 13,231.34 7,640.49 3,864.81 551.65 451.65 1,100.00 1,107.00 551.78 1,347.00	191,554.62 189,470.75	-173,569.00 -14,849.82 -17,138.56	-210,064.89	-68,641.72 1,298,980.73
	2021	-3,000	133,778.00 33,880.00 16,982.00 8,128.00 696.00 4,029.00 2,175.00 5,400.00 1,600.00 1,600.00 3,600.00	216,714.00 213,714.00	173, 569.00 40,000.00 -40,000.00 -5,000.00	-258,569.00 -59,343.00 -19,877.00	-79,220.00 1,590,492.00
	2021 ORIG RUD	-3,000.00	133,778.00 29,880.00 16,982.00 8,128.00 4,029.00 2,175.00 6,400.00 1,600.00 1,600.00	212,714.00 209,714.00	-173,964.00 -40,000.00 -40,000.00 -5,000.00	-258,964.00	.00
REGULAR BUDGET	2020 ACTUAL	-2,1	127,866,42 30,273,00 11,795,12 11,593,31 7,675,31 7,675,31 7,675,31 7,675,31 7,68,63 7,68,63 1,273,32 1,273,32 2,434,32 2,434,32 2,525,00 335,60 335,60 2,446,00	.00 191,158.48 188,976.70	-16,054.38 -173,964.00 -31,234.11 -34,199.43 -3,709.45	-259,161.37 -5,267.67	-5,267.67 1,363,255.65
1: 20211 FY 2020-2021 RE	*	VETERAN SERV REVENUIE		580 564050 DUES&SUBS TOTAL VETERAN SERV EXPENDITU TOTAL VETERAN SERVICES	LIBRARY DEPARTMENT LIBRARY REVENUES 431083 LIB FED AD 434069 LIB STATE 451002 LIB FINES 453060 LIB FEES 489010 LIB MISC	LIBRARY REVENUES LIBRARY DONATIONS REVENUE 464100 APP FB-RES 495010 APP FB-RES	LIBRARY DONATIONS REVE LIBRARY EXPENDITURES 510005 SAL-REG
PROJECTION: 20211	ACCOUNTS FOR: GENERAL FUND	AL.	00000000000000000000000000000000000000	1155580 564050 TOTAL VETERAN TOTAL VETERAN	6100 LIBRARY 1146110 LIBRARY 1146110 431083 1146110 434069 1146110 451002 1146110 453060	TOTAL LIBRA 1146115 LIBRAR 1146115 464100 1146115 495010	TOTAL LIB 1156110 LIBR 1156110 5100

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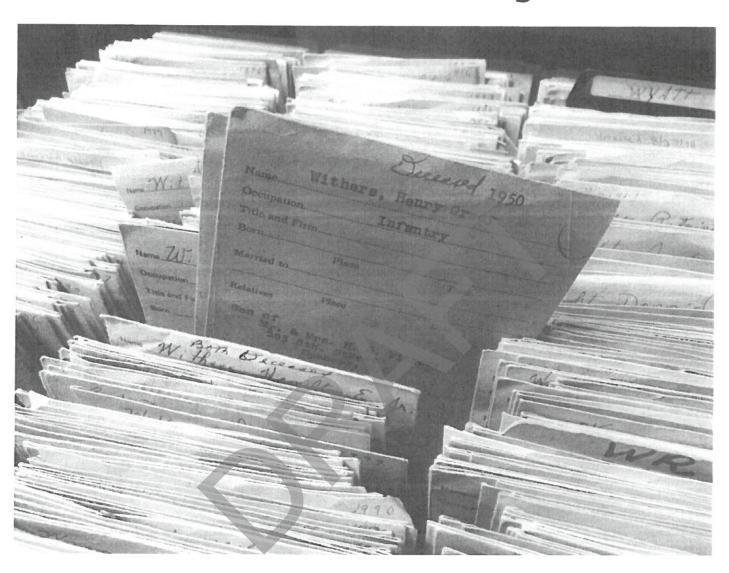
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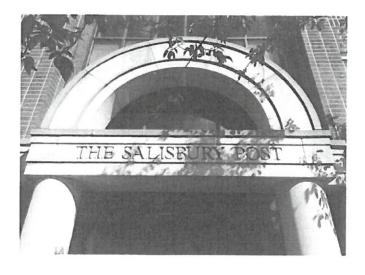
		COMINENT																																						
	2021	APPROVED .00	180,000.00	203,440.00	25.618.00	156,783.00	109,245.00	11,436.00	47,735.00	8.8	00.022	~ 10	58,000.00	•	1,500.00	52,565.00	000	200	7,000.00	2,000		.09	000	00		00	90	4,500.00		400	000	000	,000	750.00	000	155,000.00	810	000	162,500.00	,000
Control of the last of the las	2020	NO JECT	0.0	800	00.	00.	00.	00.	00.	3.5	8.0	86.	00.	00.	0.0	00.	8.6	3.0	8.8	8.5	8.8	00.	00.	00.	00.	00.	00.	8.6	8.6	80.	00.	00.	00.	00.	99.	3.6	00.	00.	8.6	00.
THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWIND TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN	2021 ACT 181	54,207.43	110,649.34	32, 760, 00	19,882.92	138,946.48	84,617.26	8,463.54	39, 922. IS	29,801.69	112	31,037.22	377.	1	1,336.17	41,985.35	1 107 25	28 227 10	2 744 26	1 615 13	00.	00.	6,084.20		645.00		1 605 45		00.00017		411.	9,910.26	9,992.60	740.31	00. 100 50	000	194	48.	40,678,19	
	2021 REVISED RUD		180,000.00	32.760.00	25,618.00	156,783.00	109,245.00	11,436.00	4,733.00	3.430.00	730	36,500.00		00.	500.	14,419.00	900	SED.	2,766,00	200	00.		000	-	1,000.00	3,500.00	2000	100	8.600.00	400		,000	.000	/20.00		500	,810.	,605	47 000 00	
	2021 ORTG RUD	00.	383,440,00	880	518.	156,783.00	. 45	47,430.00		00.	730.00	36,500.00	.000		ic	200	1,500	000	1.000.00	.000		9,360.	,000	3,000.	1,000.00	,	200	1.100.00	.600	400.	12,000.00	000	000	00.00	.000	500.	810.	000	47,000,00	
THE RESERVE THE PERSON NAMED IN	2020 ACTUAL	9,493.42	388,154.00	29,050.00	20,757.80	124, 524, 41	00,000,00	38 046 08	-4 601 28	4,601.28	392.50	31,167,17	47,087.48	1,750.00	33 478 75	7 840 09	1.176.00	121, 238, 56	A	1,273.40	15.49	8	8,094.18	7,539.85	29.796	24	74	12	•	368.75	14,560.09	14,528.18	ó	10.452.19	108,558.89	2,233.34	22,706.29	107 656 50	34,898.28	
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FOR:	FUND	510005 20	520005	520008	520010	520020	520025	520030	520040		532046	533001	533012	534009	534030	541040	541042	543005	543015	543020	543055	244020	220007	554000	555000	557000	558000	559000	561000	561003	501030	561037	561085	561095	562005	562020	562025	564010	564040	
CCOUNTS FOR:	ENERAL	156110	156110	156110	156110	56110	156110	56110	156110	56110	56110	56110	56110	56110	56110	56110	.56110	56110	56110	56110	56110	25110	26110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	56110	

PROJECTION: 20211 FY 2020-2021 REGULAR BUDGET

FOR PERTON 99	77 70TU - 101	2021	1,700.00	15,850.00	150.00	14,811.00	2,710.00	15,000.00	5,000.00	3,331,290.00	00.	000.	3,072,326.00		-172 500 00	-53,000.00	-55,000.00	-30,000.00	-300.00	-377,000.00	-10,000.00	000.	-10,000.00	-15,000.00
		2020	.00	9.8.	8.8	200	30	00.	888	00.	00.	8.8.	000		0	800	888	88.6	888	00.	0.00	8.6.	00.	00.
		2021	1,488.99	12,664.38	149.76	14,668.05	00.017,7	14,603.52	1,134.69	2,858,920.24	48,375.00	10,230.00	58,605.00		-82.035.96	140.00	-31,165.58	-11,494.55	-127.50	-179,460.09	-2,610.00	00	-2,610.00	-23,074.12
		2021 REVISED RID	1,700.00	15,850.00	150.00	14,811.00	125.00	15,000.00	5,000.00	3,389,405.00	48,375.00	30,845.00	3,130,836.00		-172,500.00	-53,000.00	-55,000,00	-30,000.00	-300.00	-377,000.00	-10,000.00	-22,091.00	-32,091.00	-15,000.00
		2021 ORIG BUD	1,700.00	15,850.00	00.00	14,811.00	125.00	15,000.00	5,000.00	3,331,290.00	88	00.	3,072,326.00		-172,500.00	-53,000.00	-55,000.00	-30,000.00	-300.00	-377,000.00	-10,000.00	00.	-10,000.00	-15,000.00
REGULAR BUDGET	ST SECRETARIST STATE OF THE SECRETARIST STATE	2020 ACTUAL	1,284.99	15,235,35	23,878,61	15.556.74	118.71	20,869.53	1,665.81 2,242.86	3,079,479.03	6,424.93	3,617.16	10,042.09		-107,665.27	-52,940.50	-35,463.00	-23,691.77 $-15,180.00$	-70.99	-265,599.78	-9,780.00	00.	-11,865.00	-12,783.92
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Salisbury Post Morgue Preservation Project







Edith M.Clark History Room

Be an original.



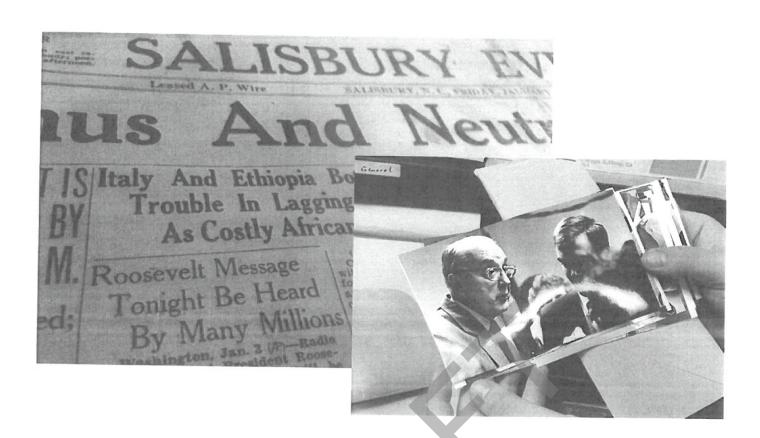
The morgue is still used by the *Salisbury Post*. While no longer rigorously maintained by staff, the contents currently remain organized.



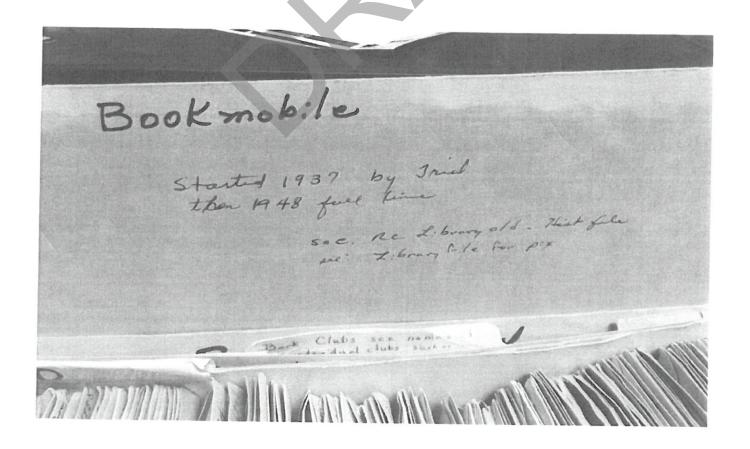
When the *Post's* current building sells, the morgue's contents are in danger of being split up and lost.

The morgue once served as a reporter's "Google". Preserved intact, students of journalism, information science, and history can benefit from studying how a small-town newspaper gathered and provided information to reporters charged with delivering the news of the world to local citizens.



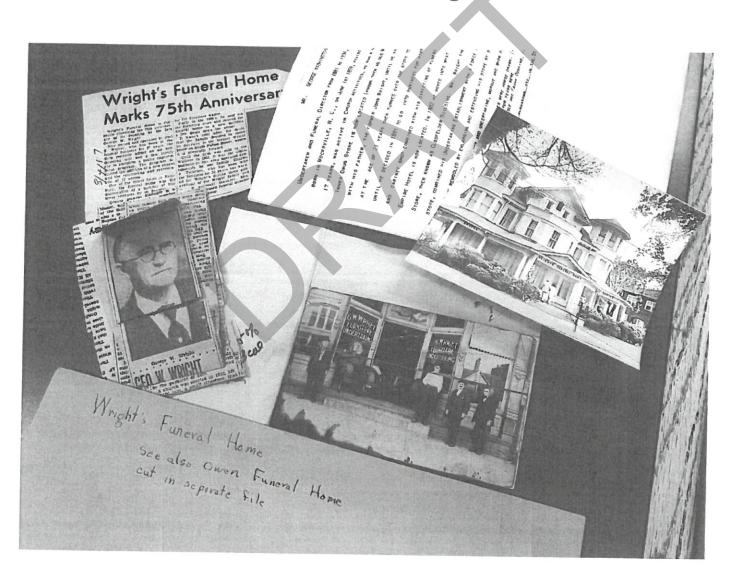


Digitizing the morgue will preserve local history that future generations will benefit from.



With the *Salisbury Post* building for sale and the changing nature of the newspaper business, the time to preserve the morgue is now.

RPL wants to preserve the morgue's contents and make them accessible to the public so that everyone can appreciate and learn from this one-of-a-kind, primary, local history resource.



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: Micah Ennis and James Howden

DATE: 2/1/2022

SUBJECT: ARPA to Fund Temporary Staffing

Like many other County Departments, Rowan County Department of Social Services is working to complete more work with more vacancies, especially in Economic Services, while also struggling with the absences that COVID-19 continues to create. We are pursuing contracts with a variety of temporary agencies in hopes of bringing in at least a handful of staff to help support the work of our overburdened team members.

Finding qualified temporary staff has been just as difficult as finding permanent full time staff to fill our vacancies, so we are not entirely sure that we will be able to find the personnel we seek. However, if we are able to hire 3 for Economic Services and 2 for Child Protective Services, the maximum cost would be \$74,000. This figure assumes full-time work for approximately 14 weeks. No overtime is allowed.

DSS Director and Finance Director jointly recommend that the Board of Commissioners authorize the use of ARPA funds for temporary staff through June 30, 2022.

ATTACHMENTS:

Description Upload Date Type

Budget Amendment 2/1/2022 Budget Amendment

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: DSS

Request use of ARPA funds to pay contractors to help DSS's EXPLANATION IN DETAIL: Economic Services and Child Protection Services group during

pandemic.

Prepared by:	Social Services
Date:	2/1/2022

BUDGET INFORMATION:

R/E ACCOUNT TITLE ACCOUNT # **INCREASE** DECREASE DISASTER REIMBURSEMENT 7344119-431300 74,000 R CONTRACTED SERVICES 20900-100-533001-019 74,000 DEPARTMENT HEAD COUNTY MANAGER ACCOUNTING USE ONLY Approved: _____ Approved: _____ Period - Journal # Disapproved: _____ Disapproved: Keyed By: JMH Amended: _____ Amended: Date Keyed: Date: ___ Date: ___ Posted By: Signature: Signature: Date Posted:

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: County Manager

FROM: Finance

EXPLANATION IN DETAIL: Move funds to cover accounts over budget at end of the fiscal year.

Prepared by: SBURGESS
Date: 6/30/2008

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
Communications:Telephone	Е	101-4330-420-53-05	450	
Supplies:Other Small Equipment	Е	101-4330-420-61-95	50	
Motor Fuel & Lubricants	Е	101-4371-421-62-20	8,500	
Service & Maintenance	Е	101-4371-421-34-30		3,000
R&M:equipment	Е	101-4371-421-43-15		2,000
Laundry	Е	101-4371-421-50-15		2,000
Medical Supplies	E	101-4371-421-61-45		2,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTING USE ONLY	
Approved:		Approved:	Budget Revision#	
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date:		Date:	Posted by:	
Signature:		Signature:	Approved by:	

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: February 15, 2022

SUBJECT: Approve Contracting for Floor Repairs and Sealing in Perkins Leased Space

We have been working to get Perkins closer to opening their cafeteria. The boiler repairs and related minor repairs have all been completed and are in working order. Parking lot lights have been repaired and are working. We called our Environmental Health department last week for a preliminary walk through prior to kitchen equipment being installed and the immediate reaction was that the flooring in the cooking area would need to be cleaned and re-sealed before they would inspect equipment. This flooring is in bad shape from wear and tear of K&W days, so it needs to be cleaned and sealed for health sanitary and inspection purposes.

Don has been working with two vendors we have used for similar work in the jail and other locations, and he anticipates the total would not exceed \$10,000.00 He has one estimate for \$8,000 and is waiting on the second to come in this week. Both venders indicate 3-4 weeks to get on site and a week to complete the work. Perkins has the equipment on site and ready to install but will have to wait until we complete the flooring. To avoid any additional delays, it is our recommendation for the BOC to approve this repair request at our expense because the intent of the lease was to give Perkins restaurant quality space and the flooring is required for this type of use and sanitary health inspections.

Financially, Perkins is behind in rent several months but last week paid double rent (\$10,000.00) to begin catching up. Once rent arrearage is caught up, we will start the Additional Rent for Perkins' one-half of the boiler repair costs. We will continue to work with Perkins hoping for a successful opening this spring. They have held job fairs and are working with new prospective employees and continuing to move towards opening.

Requested motion: To approve contracting for floor repairs and sealing in the Perkins Leased Space not to exceed \$10,000.00 and authorize the County Manager, or Anna Bumgarner if appropriate, to enter into such contracts for repairs.

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: Sheriff Kevin Auten

DATE: 02-07-22

SUBJECT: Rowan County Jail Health Plan

Respectfully request that the Rowan County Commissioners review the attached Rowan County Jail Health Plan that has been submitted by Rowan County Sheriff Kevin Auten and Rowan County Health Director Alyssa Harris. This Jail Health Plan is required by the NC Jail Inspector and the State of NC.

Have each County Commissioner sign the attached signature page at the back of the Jail Health Plan which signifies their adoption of the plan.

ATTACHMENTS:

DescriptionUpload DateTypeRowan County Jail Health Plan2/6/2022Cover Memo

Rowan County Jail

Jail Health Plan

The compliance with this Jail Health Plan is the joint responsibility of the Rowan County Health Department, the Rowan County Sheriff, and Wellpath; the contracted provider of care to the inmates of the Rowan County Jail, hereinafter referred to as Wellpath.

It is understood **Wellpath** has specific Policies and Procedures for inmate health services on-site within the medical unit. These policies and procedures can be reviewed by the **Rowan County Health Department Director** and the **Rowan County Sheriff** at any time.

Receiving Screening

Upon the arrival of each inmate at the Rowan County Jail, a preliminary health assessment (Receiving Screening) will be performed by correctional officers.

At a minimum, the assessment will include the following:

- 1. Documentation of current illnesses and health problems including medications taken and special health requirements.
- 2. Documentation of mental health problems, dental problems and allergies.
- 3. Behavior observation, including state of consciousness, mental status, appearance, conduct, tremors, sweating.
- 4. Inquiry into use of alcohol and other drugs, including types, methods, date/time last taken and problems arising out of use.
- 5. Notation of body deformities and ease of movement.
- 6. Observation of persistent cough or lethargy as well as an inquiry to unintentional weight loss, night sweats and known exposure to TB.
- 7. Inquiry as in known communicable diseases including Sexually transmitted disease.
- 8. Condition of skin including, trauma markings, bruises, lesions, jaundice, rashes and infestations and needle marks or other indications of drug abuse.
- 9. Status classification to succinctly identify the inmate's health status.
- 10. Referral of the inmate for emergency health services or additional health services, as may be necessary.

If as a result of the receiving screening it is apparent that an inmate requires medical attention, then the inmate will immediately be referred for treatment. The appropriate level of treatment (i.e. treatment in-house by a member of the professional health services staff or referral to a hospital or other community-based health service) should be made after a thorough evaluation of the inmate's condition.

Health care standards require that information regarding access to health care services be communicated orally and in writing to inmates upon their arrival at the correctional facility. To meet these standards, Wellpath will use notices, printed in both English and Spanish. These will be posted in the Intake area advising them of how to access the health care delivery system, in addition to the verbal and written/documented notification which is provided at booking.

Daily Triaging of Complaints

In order to ensure that inmate health problems and requests are addressed promptly, appropriately and efficiently, we use a structured triage procedure, proven effective in other correctional settings.

Our Medical Director (Physician and/or Physician Assistant or Nurse Practitioner under supervision by a Physician) always oversees the triage system that is followed by all health care personnel. This ensures that the inmates receive the appropriate level of care and that their complaints are properly processed and resolved.

Inmates have the ability to access the triage system by submitting a health care request form. These requests are received and processed daily by the health care staff, and as a first step in the triage system the inmate is then seen by a member of the professional nursing staff and appropriate treatment is administered within the scope of the Nurse Practice Act. Those inmates requiring a higher level of service will be referred to the physician, physician assistant, or other appropriate professional practitioner in a timely manner.

If the Physician or other practitioner determines that the inmate's medical needs are more extensive or specialized than can be addressed within the facility's health care program, an appropriate referral to outside medical services will be provided.

Sick call must be conducted on-site by a physician, nurse practitioner or a physician assistant under the direction of a physician. The majority of inmates to be seen by the physician will have been screened as part of the formal triage system. However, this will not preclude an inmate who had not been triaged or who has a sudden or acute problem, from seeing the physician during the time the physician is on-site at the facility.

Appropriate documentation will be recorded and maintained for all inmates seen at sick call. This information will be incorporated into the inmate's medical record as appropriate. An inmate's medical record will contain appropriate entries completely documenting each sick call encounter (i.e., an inmate's specific health request, the assessment of the health care professional who saw the inmate, the prescribed treatment plan, and any follow-up encounters). This will ensure that all inmates' health requests are promptly and properly handled, documented, and followed through to a satisfactory resolution.

Special Medical Program

We will provide all special health care services required including, but not limited to, care for inmates who are chronically or terminally ill, physically handicapped, developmentally disabled or inmates with special mental health needs or convalescing inmates. Individual treatment plans will be developed for all chronically ill, terminally ill and convalescing inmates. Examples of chronic illness include diabetes, hypertension, asthma and epilepsy. Convalescing inmates include those recovering from fractures, inpatient surgical procedures, and hepatitis and other communicable diseases. The type of treatment will be determined by the needs of the individual inmate, but may include such things as medications, special diets, physical therapy, laboratory tests or dressing changes. Each treatment plan will be initiated by the physician and will be detailed in the individual's medical record.

We will keep a list of inmates with special needs and maintain schedules for medical treatment in accordance with our established protocols for each illness. For example, daily blood sugars are obtained on all diabetics receiving insulin, Dilantin levels are monitored monthly on epileptic inmates, and blood pressure evaluations are performed as clinically indicated on inmates receiving anti-hypertensive drugs.

Medical determination of a tendency towards suicide or a history of seizures will result in the inmate being assigned to quarters that have close supervision.

We realize that communicable diseases, such as tuberculosis (TB), HIV and hepatitis require special attention in inmate populations. We have developed an Infection Control Program that incorporates education, diagnosis and treatment of inmates. Screening for TB and/or HIV occurs at time of intake, if conditions indicate that such testing is necessary.

Neither North Carolina nor Federal laws specifically require HIV testing upon request; however we feel that the most prudent course to take would be to make testing available but limit it by leaving the decision to the medical staff.

Data supports that our inmate population has a higher than usual incidence of Sexually transmitted disease. This is addressed in the medical intake screening and then in more depth upon the History &Physical. If at the time of intake, the H&P or any time complaints of that nature is offered, we will then initiate testing and or treatment.

Our Infection Control Program includes, but is not limited to:

- Surveillance procedures to detect inmates with infectious and communicable diseases, appropriate immunizations to prevent these diseases and proper treatment and care for inmates with these diseases.
- 2. The decontamination of medical equipment and proper disposal of sharps and medical biohazardous waste used by the medical staff, or determined by the medical staff to be considered bio-hazardous waste.
- Strict adherence to universal precautions by health care workers to prevent exposure to bloodborne pathogens.
- Notifying the Local county health department of suspected/confirmed cases of all STD, TB, HIV, Hepatitis, Listeria, E-coli, MRSA, as well as other disease reportable according to the NC Administrative Code 10A NCAC 41A.0101 and .0102 criteria.

We will also dispose of all medically-related infectious and hazardous waste in accordance with all state and federal regulations. We follow and assure compliance with Occupational Health and Safety Administration (OSHA) guidelines for infection control procedures.

Pharmaceuticals and Medical Supplies

An agreement has been set in place to order all prescribed medications from a contracted pharmacy vendor. Any STAT medications may be ordered from a local pharmacy provider. STAT medications are classified as medications which need to be started immediately and a supply of such medications is not currently on-site within the medical unit. The pharmacy vendor will supply the Wellpath Formulary and

ordering sheets to the facility for the placement of orders. All orders received before 3:00 p.m. EST, will be shipped out for next day delivery.

Wellpath shall comply with all applicable state and federal regulations regarding the prescribing, dispensing, administering, and procuring of pharmaceuticals. All employees must review the ordering procedures for pharmaceuticals. No medications will be ordered without a physician's order. All re-orders must be approved through the physician also. Medications are prescribed only when clinically indicated, not for disciplinary purposes.

All pharmaceuticals must be stored appropriately, in accordance with their storage instructions (i.e. refrigeration, etc.). Security storage (under lock and key) must be maintained for all prescribed medications. Only the nurse and health services staff will have access to the medications. If applicable, a key may be given to security in case of emergencies. All narcotics are to be kept under separate lock and key from other medications.

Application I for the registration to comply with the North Carolina Controlled Substance Act will be submitted. The N.C. Department of Health and Human Services (NC DHHS) then schedules an onsite inspection and evaluation. NC DHHS will notify the Jail of the requirements that they must implement to be granted permission.

The nurse and Medical Director as needed should perform a periodic review of all pharmacy orders. A narcotic count must be performed on a regular basis and the nurse and/or physician should review all reports. Copies of all count sheets are to be kept on file for review and/or audit.

All expired pharmaceuticals must be destroyed accordingly. The pharmacy vendor will perform this service on a quarterly basis, or sooner if needed. The nurse must call the pharmacy directly to schedule this service when needed. Also, a Sharps Count log must be kept by all nursing staff. All count sheet logs must be kept on-file for review and/or audit.

Diabetic inmates may be allowed to draw and administer their own insulin under the supervision of a health care staff member, and/or under security's approval.

All pharmaceuticals will be maintained in the medication room and only personnel authorized to give medications will have access to this area. The medication room area will be locked at all times and only authorized personnel will have keys.

The pharmacist will be responsible to select all generic equivalent drug products used in the correctional facility. All drug products utilized will be those of certified Food and Drug Administration approved manufacturers. In addition, the pharmacy vendor will conform to all federal laws, State statutes, and the state Board of Pharmacy regulations concerning drug products.

All drug recalls will be the responsibility of the pharmacist. Collection and return of recalled drugs will be the pharmacists' responsibility at the dispensing level and the nurse's responsibility, upon notification, at the drug administrator level.

All outdated, unused, deteriorated drugs will be the responsibility of the pharmacist to return and destroy during their quarterly inspections. Control substances returned or otherwise destroyed will be in compliance with federal and state regulations.

The pharmacy vendor according to the State Pharmacy Law shall label all prescriptions. Each prescription will contain the following information:

- 1. Name and address of the dispensing pharmacy;
- 2. Serial number of the prescription:
- 3. Date of the prescription;
- 4. Name of the prescriber;
- 5. Name of patient:
- 6. Name and strength of the drug;
- 7. The generic name of the drug, even if the generic drug is unavailable to dispense or even if the substitution of a generic drug is not authorized;
- 8. Directions for use:
- 9. Appropriate cautionary statements;
- 10. "Filled by" or "Dispensed by" with the name of the dispensing pharmacist, which must include at a minimum, the first initial and full last name of the dispensing pharmacist;
- 11. If the dispensed drug is a "tranquilizer or sedative" it should bear the warning "The consumption of alcoholic beverages while on this medication can be harmful to your Health" if the prescriber so directs on the prescription;
- 12. If the prescription is dispensed in a container other than the manufacturer's original container, a discard date, which shall be the earlier of one year from the date dispensed or the manufacturer's date, whichever is earlier:
- 13. If the prescription is dispensed in the manufacturer's original container, the label must not obscure the expiration date and storage statement.

All floor stock shall be reviewed and authorized by the Medical Director. Floor stock will be issued as non-prescription floor stock, prescription floor stock, and emergency floor stock drugs. Only persons authorized to prescribe within the state where the facility is located may order floor stock to be kept within the medical unit.

Emergency Medical, Dental, and Mental Health

Emergency Medical

Certain members of the professional health care staff, including the physician, will have twenty-four (24) hour on-call responsibility for any emergency that may arise. In the event of an emergency or in response to any medical need, the nursing on-call staff must be called and will immediately respond by telephone to work with security staff to evaluate the inmate. Other appropriate medical personnel will be notified if necessary. The inmate will be transferred to a hospital emergency room for further treatment, if clinically indicated and agreed to by the SHP on-call medical authority.

When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

However in the event where the correctional officer feels that the services of EMS is required, and the medical staff is not present to address the situation then the correctional officer should make provisions for emergency transport without the hesitation of notifying the medical staff.

Dental Care

Dental treatment shall be provided according to an established treatment plan/order, and based on

established priorities. Consultation with the dentist and/or dental specialist will be available. Dental treatment will be scheduled on an as needed basis, for the earliest appointment time available. Medical staff should notify the dentist of requested treatment in advance of services being performed.

The Medical Director will review all prescriptions for approval. Any substitutions for prescribed narcotics/medications should be confirmed with the Dentist, but may be changed by the Medical Director to conform to the Jail policy (limits on narcotics, etc.).

Mental health and chemical dependency withdrawal

Inmates reporting the use of alcohol, opiates, stimulants, sedatives, hypnotic drugs, or other substances will be evaluated for their degree of reliance upon and potential for withdrawal from these substances and possible intoxication or overdose. Upon completion of the screening process, patients indicating such uses must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening intoxication or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Detox inmates must be monitored on a consistent basis and all findings documented in his/her medical record. Documentation of the patient's status during detoxification is very important and must be reviewed by all medical staff members in order to maintain patient care while incarcerated.

Detox inmates may be referred to the designated mental health provider or a local program for assessment regarding dependency issues.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director to determine appropriate withdrawal treatment plans to be used.

Medical staff will verify a patient's history and medication prior to inception of services. The physician will review the information and make referrals as appropriate.

Treatment services may include on-site and/or off-site crisis intervention. Not all treatments include the prescribing of psychotropic medications. Crisis intervention is to be initiated if patient is a threat to them self and/or others.

Pregnant Inmates

All verified and confirmed pregnant inmates will be referred to the designated prenatal clinician who can

provide obstetric services including regular prenatal care, medical exams, activity level advice, safety precautions, nutrition guidance and counseling. The inmate will be prescribed prenatal vitamins while incarcerated and applicable laboratory and diagnostic testing will be performed.

The Jail Administrator must be notified of the inmate's pregnancy and on-going treatment. Corrections Officers should be alerted to the inmate's due date as it approaches and she should be under close observation around that time.

Medical staff will document the inmate's previous health history and other births. Outside specialty clinic visits will also be documented and noted in the patient's chart, along with services rendered noted in the file. Medical staff must utilize the Pregnancy Flow Sheet to monitor the pregnancy. The Medical Director should review the flow sheet on a consistent basis, maybe at the established chronic clinics reviews.

Pregnant inmates needing obstetric services will be referred to the local County Health Department. The Health Department's contracted providers determine if they will accept inmate for services. Also, contract providers may discharge a client from care with documented cause and notification.

The designated mental health provider may be asked to participate in the treatment plan regarding the patient. Issues which may be discussed are any psychotropic medications needs and/or depression the patient may experience due to separation from the baby after the birth.

Medical Records

All medical records will be kept in the medical unit or, if inactive, in a secure place accessible to medical personnel for a period of seven years. The Jail Administrator should be consulted as to the space needed for the storage of inactive files.

All medical encounters will be entered into the medical record using a narrative, pathways, or S.O.A.P. format. The medical record will contain the following elements and all laboratory reports, consult reports, discharge summaries, and diagnostic studies will be reviewed and initialed by the physician before placement in the medical record:

- 1. Master Problem List (if a chronic condition patient);
- 2. Receiving Screening form;
- 3. Admission Data/History and Physical Assessment form;
- 4. Physicians' Orders form;
- 5. Progress Notes;
- 6. Laboratory studies; Diagnostic studies; Dental records;
- 7. Psychiatric and psychological reports;
- 8. Consultant's reports; x-ray reports;
- Medication Administration Records;
- 10. Consent forms; Discharges summaries;
- 11. Release of Responsibility and Authorization for Release of Information Forms;
- Sick Call Request forms;
- 13. Specialized treatments plans;

- 14. All other relevant and medically related materials;
- 15. Transfer forms

When an inmate is re-incarcerated, the prior record, if one exists, will be reactivated and reviewed by the medical staff. The inmate will have one (1) medical record that contains a record of all medical services that are rendered.

All forms must be signed and dated appropriately.

Confidentiality of Health Records

HIPAA regulations apply to any protected health information such as information that concerns a person's social security number, date of birth, physical or mental health, healthcare, or payment information that could be used to identify an individual. Disclosure of such information is prohibited. While individuals are in a correctional institution, Wellpath can use or disclosure an inmate's protected health information to the medical unit of another correctional institution for the following reasons:

- 1. Health and safety of the inmate or other inmates;
- 2. Health and safety of the correctional institution's personnel;
- 3. Health and safety of those personnel responsible for transporting or transferring of inmates;
- 4. Law enforcement on the institution's premises;
- 5. The administration and maintenance of the safety, security, and good order of the institution.

N.C.G.S 130A-143 contains strict confidentiality language about reportable communicable diseases. The public health regulations allow a local health department director to notify the sheriff if a detention inmate has certain communicable diseases. This regulation excludes HIV infection and AIDS. The disease must represent a significant threat to the public health. Per N.C.G.S. 130A-145, all information and records that identify person who has the AIDS virus infection or who has or may have a disease or condition required to be reported pursuant to the provisions of this Article shall be strictly confidential and shall not be released or made public except under the circumstances listed in the Article.

Further, if an inmate has escaped from custody, HIPAA does not restrict the use or disclosure of an inmate's medication information. In such situations, the correctional institution may use or disclose the inmate's personal medical information as long as that use or disclosure is consistent with applicable laws and standards of ethics.

The inmate's medical record is considered confidential and may not be shared with unauthorized individuals or agencies without the inmate's written consent. Training will be extended to all staff during orientation about the importance of maintaining medical confidentiality.

Confidentiality Specific to HIV infection and AIDS

- Any information and records, especially medical records that might identify an inmate as HIV infected, will be kept strictly confidential. This confidentiality reflects North Carolina's Law. Federal courts have recognized that inmates retain the right to privacy that protects against the disclosure of sensitive medical information.
- 2. Jail medical staff only under the following circumstances may release the inmates HIV status:

- a. Release is made to health care personnel who are providing care to this inmate.
- b. Release is made with the inmate's written consent or the written consent of the inmate's guardian.
- c. Release is made pursuant to a subpoena or court order.
- d. Release is made to the Physician of a person exposed to the inmate's potentially infectious body fluid, upon receipt of proper consent under law.

Note: If an exposed officer learns from the Jail physician or private physician that an inmate is HIV infected, he or she must keep that information strictly confidential. The reason for telling the officer is to permit effective treatment and counseling. It is a misdemeanor if the officer discloses this information to another officer.

One exception to the confidentiality law is N.C.G.S. 53A-222 which allows inspectors with the Jail and detention branch to see an inmate's medical record unless the inmate objects in writing. Before inspectors may review the inmate's record, the inmate must be informed in writing of his right to object.

Another exception is the reporting of certain documented diseases pursuant to 10A NCAC 41A.0101 and 10A NCAC 41A.0102. This "Reporting of communicable disease" statute defines what is reportable, who is responsible to report as well as a timeframe for reporting. These guidelines will be adhered to by the jail medical organization (Wellpath).

Privacy

All medical evaluations and services are to be performed in as much privacy, with respect to security issues, as possible. The discretion is with the Medical Director, physician, or nurse providing the service.

Security personnel may be present if the patient poses a probable risk to the safety of the medical staff or others. Instruction on maintaining confidentiality is given to security staff that observes or hears health encounters. When cell side triage is required, medical staff must take extra precautions to promote private communication with the inmate.

Handling of Intoxicated Inmates

Upon completion of the screening process, patients indicating use of intoxicating substances must be immediately referred to the medical staff for further evaluation and treatment.

Detoxification will be carried out only under medical supervision and initiated by the medical staff with physician overview on an individual care basis. All detainees found to be demonstrating the signs and symptoms of drug/alcohol withdrawal will be seen by the Medical Director and his treatment plan will be followed. Inmates experiencing severe, life threatening detoxification or withdrawal must be seen by the Medical Director and upon his orders may be transferred to a licensed acute care facility, or the local emergency room for treatment. The Jail Administrator must receive authorization for this transfer.

Pregnant females who have drug/alcohol dependency will promptly be referred to the Medical Director for appropriate treatment methods. The Medical Director may have established treatment protocols.

Inmates who are on Methadone will be referred to the Medical Director for appropriate withdrawal treatment plans to be used.

Training for Officers

Training programs should be provided by a Jail training coordinator or through programs funded by the county or state (depending upon the facility resources). All training programs provided by Wellpath must be documented and the Jail training coordinator will keep attendance rosters.

Upon request by the Jail Administrator, Wellpath in a joint effort along with the local health department (if available) and other available entities will provide the following training:

- First Aid;
- 2. Suicide Prevention;
- 3. CPR;
- Screening Techniques;
- 5. Health Referrals:
- 6. Medication Administration;
- 7. Recognizing chronic conditions/illnesses;
- 8. Signs and Symptoms of Mental Illness;
- 9. Universal Precautions;
- 10. Confidentiality (HIPAA);
- 11. Infectious Diseases AIDS, MRSA, TB

The nurse should participate in the on-going training program currently set-up through the facility, whenever available to do so.

Transporting inmates to outside sources for medical care

The transportation officer will be notified by medical personnel when an inmate is scheduled for an appointment outside the Jail. Security staff will plan the transportation. Medical staff will not inform the inmate of the date or time of the appointment. When emergency transportation is required, medical personnel will decide whether an ambulance or security van is required and coordinate appropriate transportation with the corrections administration and security.

Medical Co-Pay

The medical staff is not to benefit in any way from the co-pay system. The nurse who is triaging or treating the inmate is to only complete the forms necessary to provide information for an inmate's account to be charged.

Continuity of Care

Upon an inmate's admission into the Jail, every effort must be made to obtain information concerning previous and/or current treatment plans. Record request forms may be sent to the inmate's treating physician for inclusion into inmate's current medical file at the Jail. The Medical Director must be made aware of the medical records upon arrival, for his/her review as well.

All medications must be verified before their continuance. All verifications (or inability to verify) must be noted within the patient's chart. Once medications have been verified, the Medical Director may give a verbal order (if not on-site) to continue the medications until the next scheduled physician sick call, based upon the inmate's compliance prior to incarceration and present condition. Identified long-term and/or serious chronic conditions must be referred to the Physician for referrals or follow-up clinic visits as needed.

All pregnant inmates will be placed on pre-natal services for referral to a local OB/GYN clinic or the local County health department. Those pregnant inmates exhibiting serious conditions may be referred to the hospital for assessment.

All ordered tests and/or consults are completed in a timely manner. The Medical Director must sign all outpatient service discharge summaries as evidence of review. If changes in treatment are necessary, the changes must be noted and clinical justification for an alternative treatment plan is noted.

Health Assessment

All history and physical data will be obtained by medical staff and recorded on an Admission Data History and Physical Exam form. The medical staff will review the Receiving Screening form and confirm all information, as well as ask for any additional medical history information that may not have been noted upon admission. The medical staff must verify previous history, and document such verification and/or non-verification.

Within 14 calendar days of arrival into the Jail, the inmate will receive a full health assessment by SHP medical staff. A recording of inmate's current weight, height, blood pressure reading, and temperature and pulse rate will be noted on the Assessment form. Female inmates will be given a pregnancy test if their situation deems possible pregnancy and/or upon request.

The medical staff will use the H&P Assessment form to document the findings of the client's physical exam. Inmates with a chronic condition will be screened and questioned specifically about their condition. Chronic care inmates will be referred to the physician's chronic care clinic for an initial assessment and treatment plan as well.

Other lab and/or diagnostic testing may be required based on information received from the inmate and documented on the Receiving Screening or Assessment form. Physician's orders must be obtained for the testing.

An inmate, who has been re-admitted into the Jail and had a documented health assessment within the previous 12 months, need not be re-examined unless changes in inmate's health have been noted upon admission.

An inmate has the right to refuse a health assessment. Please refer to the policy Right to Refuse Treatment. If an inmate refuses a TB test, the inmate must be placed in isolation for precautionary measures, as TB is an infectious disease. Medical staff should monitor inmate until the TB testing is completed. Depending upon the reasons for the inmate's refusal, the Medical Director and/or mental health staff may be advised to speak with the inmate about his/her concerns.

All history and physical exam records must be referred to the Medical Director for review and sign-off.

Grievance Procedure

Upon receipt of an inmate's grievance, the nurse will review the information presented and speak with the inmate about the problem and possible resolution. All information about the conversation should be documented on the grievance form and returned to the Jail Administrator as to response. A copy should be filed in a file labeled "Inmate Grievance Reports" in the medical office. All responses to inmate grievances must be timely and based on principles of adequate and prudent medical care.

Correctional officers will provide grievance forms to inmates upon their request. The inmate will give the completed form to a correctional officer who then gives the form to the medical staff for resolution.

An incident report may accompany a copy of the grievance if submitted to the Wellpath corporate office. If the corporate office needs to be involved in the resolution of the problem, communication with the nurse, as well as a review of the applicable records and/or other information will begin. The nurse should notify the corporate office of the need for involvement.

After the grievance has been resolved, the Jail Administrator should be notified as to the resolution.

If the inmate does not agree with the resolution, an appeal may be filed citing additional information. The nurse and Jail Administrator will once again review this appeal grievance, with a copy forwarded to the corporate office for resolution. All appeals must be sent to the corporate office for review.

Collection of DNA

In keeping in compliance with the Session law 2003-376 House Bill 79, the nurse or member of the Jail health team will provide the phlebotomy service for the collection of the DNA samples that are specific to meeting the requirements mandated by the state of North Carolina. The House Bill does not address the issue of obtaining DNA for the use of forensic investigation, for which no member of the Jail medical team is to participate. The Jail medical team is only to provide the services of phlebotomy and under no circumstances should be involved with the record keeping, finger printing and transport of the specimen. The location and time of the phlebotomy service will be established in agreement with both the duty officers and the medical team member. The phlebotomy procedure is never to interfere with the health care provider's responsibility to deliver health care services to the inmates of the facility.

This Jail Health Plan is hereby adopted as of _		by the Rowan County Health Director and by
the Rowan County Sheriff department.		
Yeun L. Cluter	_Date:_	01/13/22
Rowan County Sheriff		/ /
Alipa Darino	_Date:_	01 27 22
Rowan County Health Director		



OFFICE OF THE SHERIFF

COUNTY OF ROWAN

232 NORTH MAIN STREET SALISBURY, NORTH CAROLINA 28144



KEVIN L. AUTEN SHERIFF PHONE (704) 216-8700 FAX (704) 216-8674

January 11, 2022

Pertaining to the 2022 Rowan County Jail Medica	al Plan:				
Our signatures below represent our adoption of the, 2022.	he 2022 Row	an County Jai	l Medical Plan a	s presented to	o us on
Chairman Gregory Edds					
Vice Chairman Jim Greene					
Commissioner Craig Pierce					
Commissioner Judy Klusman					
Commissioner Mike Caskey Jr.					

DETENTION CENTER
PHONE (704) 216-8770
FAX (704) 216-8731
JAIL ANNEX (704) 216-7900



LANDIS OFFICE PHONE (704) 216-8742 FAX (704) 857-3640

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: Finance Department

DATE: 02/08/22

SUBJECT: North Carolina Museum of Natural Sciences Grant

Please see the North Carolina Museum of Natural Sciences Grant awarded to the Rowan County Nature Center and the budget amendment recognizing the funds.

Please accept the North Carolina Museum of Natural Sciences Grant awarded to the Rowan County Nature Center and the budget amendment recognizing the funds.

ATTACHMENTS:

DescriptionUpload DateTypeNorth Carolina Museum of Natural Sciences
Grant2/8/2022Backup Material



January 31, 2022

Bob Pendergrass Rowan Wild 130 West Innes Street Salisbury, NC 28144 bob.pendergrass@rowancountync.gov (704) 216-7796

Bob Pendergrass,

Session Law 2016-94, Appropriations Act 2016, SECTION 16.5. G.S. 143B-135.227 allows for a grant award to your organization through the North Carolina Science Museums Grant Program as administered by the North Carolina Museum of Natural Sciences in the amount of \$75,000. The grant award will be paid annually – with one payment of the full award amount in 2021-22, and one payment of the full award amount in 2022-23 unless otherwise notified of future legislative changes. Understand that the payment of the sums specified in this award letter is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

General Statute § 143C-6-21-23, Use of State funds by non-State entities, requires any agency awarding funds to enter into a contract with the recipient/organization. With the final award amount known, please revise the proposed line-item budget and budget narrative to match the award amount. Adjustment of measurable goals is also permitted. Documentation can be submitted via either US mail or email. If you are submitting via email, please be sure each item noted above is a separate attachment.

The process for the awarding of these funds is as follows:

- 1. Receipt of your complete response of the above-requested item(s).
- 2. Preparation of the contract by this agency. The contract incorporates information requested during the application process.

- 3. A second mailing to you containing the contract and Request for Payment of Appropriation Form from the Office of State Budget and Management. Both documents must be properly signed, notarized and returned to our office, along with additional documentation as required by law. This mailing will also advise you of reporting requirements required by law.
- 4. Review of this office of all documents received from you. At such time as those documents are deemed complete, we will authorize payment of the appropriation. Award amounts of \$100,000 or less may be paid as a single payment as directed by the Office of State Budget and Management.

Please know that we will move through this process as quickly as possible. We understand your desire to receive your grant award and want to work with you in every possible way. If you have questions, I can be contacted by email (see below) or phone (919-707-9963).

Your materials in response to this letter can be sent via either of the listings below:

Email: darrell.stover@naturalsciences.org

Mail/FedEx: Darrell D. Stover Head of NC Science Museums Grant Program

NC Museum of Natural Sciences

11 West Jones Street Raleigh, NC 27601

We look forward to working with you.

Sincerely,

Darrell D. Stover Head of NC Science Museums Grant Program

CC: Eric Dorfman, PhD, Director, NC Museum of Natural Sciences Charles Yelton, Chief, Regional Network, NC Museum of Natural Sciences

NC SCIENCE MUSEUMS GRANT PROGRAM

ROWAN WILD PROPOSED BUDGET

FY 2021/2022 (07/01/2021-06/30/2022)

Total Requested \$60,000

1. Educational Staffing- \$12,600

Maintain part time educational staff to assist in programming year-round and in summer camps program @ \$10.51/hour x 1998 hours.

2. Educational Supplies and Equipment and program advertising- \$8,400

To enhance and expand our program offerings with programming supplies and equipment for classroom and field studies.

3. Exhibits and Facilities Expansion., Maintenance, and Improvements- \$54,000

To improve existing exhibits and facilities with new components and build new outdoor and indoor exhibits as budget allows.

Overall budget

-\$75,000

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY COMMISSIONERS				
FROM: FINANCE				
EXPLANATION IN DETAIL:		To recognize the 2021-2022 Sceinces grant awarded to		
BUDGET INFORMATION:			Prepared by: Date: Reviewed:	Lisa Bevis 02/02/22
ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
NC Science Museums Grant	R	1146440-434080	75,000	
Salaries-Part Time	E	1156440-510015	11,460	
Social Security	Ε	1156440-520020	711	
Medicare Tax	E	1156440-520010	166	
Workers Compensation	E	1156440-520025	263	
Educational Supplies Grant: DNP Wildlife & Nature Ctr	E	1156440-561015 1156440-585019	8,400 54,000	
			3,,000	
DEDARTMENT HEAD		COUNTY MANAGER	ACCOUNT	NG USE ONLY
Approved:		COUNTY MANAGER Approved:		NG USE ONLY
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 2/8/22		Date:	Posted by:	

Signature:

Approved by: _____

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Rowan EDC

DATE: February 10, 2021

SUBJECT: Request for Public Hearing - Offer to Purchase County-Owned Land

The Rowan EDC requests that the Board of Commissioners schedule a public hearing for March 7th to consider an offer to purchase a 40.24-acre lot owned by the County. The lot, also identified as Parcel 401 108, is located at the end of East Ritchie Road.

The offer, which was submitted by a development company, is for \$1,950,000. The company plans to build a speculative class A industrial building on the lot.

ATTACHMENTS:

Description	Upload Date	Type
Memorandum	2/10/2022	Cover Memo
Draft Notice	2/11/2022	Cover Memo
Copy of NC General Statute	2/10/2022	Cover Memo

Be an original.

Date: February 10, 2022 To: Greg Edds, Chairman

Rowan County Board of Commissioners Cc:

Aaron Church, County Manager From: Scott Shelton, Vice President

Request for Public Hearing - Offer to Purchase - Ritchie Road Lot Re:

Dear Chairman Edds,

Rowan County received a Letter of Intent to Purchase from a development company interested in a 40.24-acre lot owned by the County. The lot, also identified as Tax Parcel 401 108, is located at the end of East Ritchie Road behind Koontz Elementary School.



According to the company, if acquired, their intention is "to develop the site for speculative class A industrial product."

The company is offering \$1,950,000 for the property. An appraisal was recently completed on the property by the Lancaster Company in Concord who estimated its market value to be \$1,950,000.

As you are aware, it is essential for a community to have a suitable inventory of available buildings and sites to compete for new business recruitment as well as existing industry expansions. A new Class A industrial building would be a valuable asset to the Rowan EDC's efforts to attract job growth and new investment.



Be an original.

Normally, requests to purchase County-owned property are subject to the upset bid process. Based on the potential impact of this project, the Rowan EDC requests that the Board of Commissioners consider conveyance of this property for economic development purposes utilizing North Carolina General Statute 158-7.1(d) which eliminates the upset bid process and allows for private negotiation. The first step in this process is for the Board to schedule a public hearing for its March 7th meeting.

On behalf of the Rowan EDC, I would like to thank the Board of Commissioners for considering this offer. Please let me know if you have any questions.

Yours truly,

Scott Shelton Vice President

Scott Shelton



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

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the Rowan County Board of Commissioners ("Board") will hold a public hearing in the J. Newton Cohen, Sr. Room on the second floor of the J. Newton Cohen, Sr. Rowan County Administration Building in Salisbury, North Carolina, beginning at 3:00 p.m., or as soon thereafter as may be heard, on Monday, March 7, 2022 on the following:

In accordance with North Carolina General Statutes §158-7.1(d), the Board intends, subject to public comment at the public hearing for which notice is hereby given, to approve conveyance of a fee simple interest in a 40.24 +/- acre tract of land adjacent to Summit Corporate Center and shown as Tax Map 401 Parcel 108 of the Rowan County Tax Assessor's office. Such conveyance is for the development of speculative industrial building(s). The Board has determined that the offered Purchase Price of \$1,950,000.00 cash at closing reflects fair market value, and that the offered terms for Due Diligence Period with Extensions, Deposit and Closing are all customary and fair.

The proposed project is in the public's best interest and is expected to (1) create substantial investment in real estate improvements, (2) will create new inventory of available industrial building(s), and (3) increase the marketability of and job growth for Rowan County. Rowan County will recover any costs associated with the project, and the public will benefit through future property, business taxes, stimulation of the economy, promotion of business, and the creation of jobs in the County.

All persons interested in this matter are invited to attend this public hearing and present their views.

Individuals with disabilities who need modifications to access the services or public meetings of the Rowan County Board of Commissioners may contact the Board of Commissioners Office three (3) days prior to the meeting by calling 704-216-8181 or by utilizing the North Carolina relay number at 1-800-735-2962 (English) or 1-888-825-6570 (Spanish). For additional communication options consult: https://relaync.com

This the __ day of February, 2022.

Carolyn Barger, MMC, NCMCC Clerk to the Board



§ 158-7.1. Local development.

- (a) Economic Development. Each county and city in this State is authorized to make appropriations for economic development purposes. These appropriations must be determined by the governing body of the city or county to increase the population, taxable property, agricultural industries, employment, industrial output, or business prospects of the city or county. These appropriations may be funded by the levy of property taxes pursuant to G.S. 153A-149 and 160A-209 and by the allocation of other revenues whose use is not otherwise restricted by law. The specific activities listed in subsection (b) of this section are not intended to limit the grant of authority provided by this section.
- (b) Specific Activities. A county or city may undertake any of the following specific economic development activities under this section:
 - (1) A county or city may acquire and develop land for an industrial park, to be used for manufacturing, assembly, fabrication, processing, warehousing, research and development, office use, or similar industrial or commercial purposes. A county may acquire land anywhere in the county, including inside of cities, for an industrial park, while a city may acquire land anywhere in the county or counties in which it is located. A county or city may develop the land by installing utilities, drainage facilities, street and transportation facilities, street lighting, and similar facilities; may demolish or rehabilitate existing structures; and may prepare the site for industrial or commercial uses. A county or city may convey property located in an industrial park pursuant to subsection (d) of this section.
 - (2) A county or city may acquire, assemble, and hold for resale property that is suitable for industrial or commercial use. A county may acquire such property anywhere in the county, including inside of cities, while a city may acquire such property inside the city or, if the property will be used by a business that will provide jobs to city residents, anywhere in the county or counties in which it is located. A county or city may convey property acquired or assembled under this subdivision pursuant to subsection (d) of this section.
 - (3) A county or city may acquire options for the acquisition of property that is suitable for industrial or commercial use. The county or city may assign such an option, following such procedures, for such consideration, and subject to such terms and conditions as the county or city deems desirable.
 - (4) A county or city may acquire, construct, convey, or lease a building suitable for industrial or commercial use.
 - (5) A county or city may construct, extend or own utility facilities or may provide for or assist in the extension of utility services to be furnished to an industrial facility, whether the utility is publicly or privately owned.
 - (6) A county or city may extend or may provide for or assist in the extension of water and sewer lines to industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.
 - (7) A county or city may engage in site preparation for industrial properties or facilities, whether the industrial property or facility is publicly or privately owned.
 - (8) A county or city may make grants or loans for the rehabilitation of commercial or noncommercial historic structures, whether the structure is publicly or privately owned.
- (c) Public Hearing. Any appropriation or expenditure for economic development purposes pursuant to this section must be approved by the county or city governing body after a public hearing, which may be part of the public hearing on the annual budget pursuant to G.S. 158-7.1

- G.S. 159-12 if the appropriation or expenditure is included in the annual budget. If the appropriation or expenditure is not included in the annual budget, the county or city shall hold at least one public hearing, publishing notice of the public hearing at least 10 days before the public hearing is held. If the appropriation or expenditure is for the acquisition of an interest in real property, the notice shall describe the interest to be acquired, the proposed acquisition cost of such interest, the governing body's intention to approve the acquisition, the source of funding for the acquisition and such other information needed to reasonably describe the acquisition. If the appropriation or expenditure is for the improvement of privately owned property by site preparation or by the extension of water and sewer lines to the property, the notice shall describe the improvements to be made, the proposed cost of making the improvements, the source of funding for the improvements, the public benefit to be derived from making the improvements, and any other information needed to reasonably describe the improvements and their purpose.
- (d) Interests in Real Property. A county or city may lease or convey interests in real property held or acquired pursuant to subsection (b) of this section in accordance with the procedures of this subsection. A county or city may convey or lease interests in property by private negotiation and may subject the property to such covenants, conditions, and restrictions as the county or city deems to be in the public interest or necessary to carry out the purposes of this section. Any such conveyance or lease must be approved by the county or city governing body, after a public hearing. The county or city shall publish notice of the public hearing at least 10 days before the hearing is held; the notice shall describe the interest to be conveyed or leased, the value of the interest, the proposed consideration for the conveyance or lease, and the governing body's intention to approve the conveyance or lease. Before such an interest may be conveyed, the county or city governing body shall determine the probable average hourly wage to be paid to workers by the business to be located at the property to be conveyed and the fair market value of the interest, subject to whatever covenants, conditions, and restrictions the county or city proposes to subject it to. The consideration for the conveyance may not be less than the value so determined.
 - (d1) Repealed by Session Laws 1993, c. 497, s. 22.
- (d2) Calculation of Consideration. In arriving at the amount of consideration that it receives, the Board may take into account prospective tax revenues from improvements to be constructed on the property, prospective sales tax revenues to be generated in the area, as well as any other prospective tax revenues or income coming to the county or city over the next 10 years as a result of the conveyance or lease provided the following conditions are met:
 - (1) The governing board of the county or city shall determine that the conveyance of the property will stimulate the local economy, promote business, and result in the creation of a substantial number of jobs in the county or city that pay at or above the median average wage in the county or, for a city, in the county where the city is located. A city that spans more than one county is considered to be located in the county where the greatest population of the city resides. For the purpose of this subdivision, the median average wage in a county is the median average wage for all insured industries in the county as computed by the Department of Commerce, Division of Employment Security, for the most recent period for which data is available.
 - (2) The governing board of the county or city shall contractually bind the purchaser of the property to construct, within a specified period of time not to exceed five years, improvements on the property that will generate the tax revenue taken into account in arriving at the consideration. Upon failure to construct the improvements specified in the contract, the purchaser shall reconvey the property back to the county or city.

G.S. 158-7.1 Page 2

- (e) Local Government Budget and Fiscal Control Act. All appropriations and expenditures pursuant to this section shall be subject to the provisions of the Local Government Budget and Fiscal Control Acts of the North Carolina General Statutes, respectively, for cities and counties and shall be listed in the annual financial report the county or city submits to the Local Government Commission. The budget format for each such governing body shall make such disclosures in such detail as the Local Government Commission may by rule and regulation direct.
- (f) Limitation. At the end of each fiscal year, the total of the following for each county and city may not exceed one-half of one percent (0.5%) of the outstanding assessed property tax valuation for the county or city as of January 1 preceding the beginning of the fiscal year:
 - (1) The investment in property acquired at any time under subdivisions (b)(1) through (b)(4) of this section and owned at the end of the fiscal year.
 - (2) The amount expended during the fiscal year under subdivisions (b)(5) and (b)(7) of this section.
 - (3) The amount of tax revenue that was taken into account under subsection (d2) of this section and was expected to be received during the fiscal year.

The Local Government Commission shall review the annual financial reports filed by counties and cities to determine if any county or city has exceeded the limit set by this subsection. If the Commission finds that a county or city has exceeded this limit, it shall notify the county or city. A county or city that receives a notice from the Commission under this subsection must submit to the Commission for its review and approval any appropriation or expenditure the county or city proposes to make under this section during the next three fiscal years. The Commission shall not approve an appropriation or expenditure that would cause a county or city to exceed the limit set by this subsection.

- (g) Repealed by Session Laws 1989, c. 374, s. 1.
- (h) Economic Development Agreement. Each economic development agreement entered into between a private enterprise and a city or county shall clearly state their respective responsibilities under the agreement. Each agreement shall contain provisions regarding remedies for a breach of those responsibilities on the part of the private enterprise. These provisions shall include a provision requiring the recapture of sums appropriated or expended by the city or county upon the occurrence of events specified in the agreement. Events that would require the city or county to recapture funds would include the creation of fewer jobs than specified in the agreement, a lower capital investment than specified in the agreement, and failing to maintain operations at a specified level for a period of time specified in the agreement. (1973, c. 803, s. 37; 1985, c. 639, s. 1; 1985 (Reg. Sess., 1986), c. 846, s. 1; c. 848, s. 1; c. 858, s. 1; c. 911, s. 1; c. 921, s. 1; 1987, c. 577, s. 1.1; 1989, c. 374, s. 1; 1991, c. 598, s. 6; c. 659, ss. 1, 2; 1991 (Reg. Sess., 1992), c. 793, s. 1; c. 799, s. 1; c. 938, s. 1; 1993, c. 31, s. 1; c. 42, s. 1; c. 246, ss. 1(a), 1(b); c. 275, s. 2; c. 358, s. 13; c. 497, ss. 22, 24; c. 536, ss. 1, 4; 2007-515, ss. 1, 7; 2011-401, s. 3.24; 2015-277, s. 1; 2019-112, s. 1.)

G.S. 158-7.1 Page 3

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:

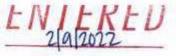
FROM: Casey Robinson, Assistant Tax Collector

DATE: February 10, 2022

SUBJECT: Tax Refunds for Approval

ATTACHMENTS:

DescriptionUpload DateTypeJANUARY 2022 TAX REFUNDS2/10/2022Cover MemoDECEMBER 2021 VTS REFUNDS2/10/2022Cover Memo



2/25/2022

		JANU	JARY 2022	TAX REFUNDS				SEE TOPE	
TAXPAYER NAME 1	TANPAYER NAME 2	ADDRESS 1	ADDRESS 2	GTY	STATE	710	DESCRIPTION	PARID	REFUND
ACCORDIUS HEALTH AT SALISBURY PPL		440 SYLVAN AVE STE 240	77.191.111.00	ENGLEWOOD CLIFFS	NI	Spirit Section	635 STATESVILLE BLVD	022 007	52,054.7
ADVANTAGE TITLE, LLC		137 MAIN STREET		BAY ST. LOUIS	MS	The second secon	1652 TEETER FARMS DR	Z14A099	3.00
ALBERTELL! LAW PARTNERS NORTH CAROLINA PA	4 rimalik kestemili	205 REGENCY EXECUTIVE PARK DR STE 100		CHARLOTTE	NC		O CLAY ST	024 146	184.37
ALLEN TRAVIS &WF	ALLEN MICHELLE D	340 DARRELL WHITLEY LN		SALISBURY	NC .		340 DARRELL WHITLEY LN	766 058	4.00
ANDREW M ADAMS PA		129 WEST TRADE STREET SUITE 1525		CHARLOTTE	NC :		1940 REDMON RD	273 048	49.95
ANDREWS DORIS 5		332 PEIGLER ST NW		CONCORD	NC		0 DANLEY OR	417 342	52.67
ANGULAR STONE INC		2409 TODDVILLE NO		CHARLOTTE	NC.		D LONG FERRY RD	521045	1,864,42
APPLE HOUSE PROPERTIES INC.		PO BOX 439		SALISBURY	NC		1012 N SAUSBURY AVE	038 072	2,249.70
APPLE HOUSE PROPERTIES INC	Figure many makes	P.O. BOX 439		SAUSBURY	NC:	28145-0439	1014 N SALISBURY AVE	038 110	1,047,87
ARANT SHERRY LANE &	VANCE WILLIAM ROSS	1845 PINE RIDGE NO		CHINA GROVE	MC	282023	1915 PINE RIDGE RD	127 001	10.10
ATLANTIS TITLE COMPANY INC		5309-B MONROE RO		CHARLOTTE	NC	28205	D FLETCHERS RIDGE LN	551 053	34,35
BAKER DIANA C	BAKER REID M	101 ASHLEY OR		SALISBURY	NC	28147-8255	101 ASHLEY DR	4680001000002	260.13
BAKER KENNETH W	BAKER CUSTOM WOODWORKS	155 EDEN PARK DR		CHINA GROVE	NC	The second secon	155 EDEN PARK DR	164046	71.91
BARBEE JACK FRED	BARBEE SHIRLEY E	1375 CAMPBELL RD		WOODLEAF	NC	27054-9454	O CAMPBELL RD	815 039	41.97
BARBER TONY JASON	BARBER TONYA SHOAF	1785 CLD US HWY 70		CLEVELAND	NC	CONTRACTOR OF THE PARTY AND ADDRESS OF THE PAR	1785 OLD US 70 HWY	828 006	6.80
SARTLETY J.L. JR	BARTLETT ROBERT	3755 WOODLEAF RD		SALISBURY	NC		0 WOODLEAF RD	317A073	9.00
BASINGER MARIE		13673 NE 144TH AVE		WALDO	fi.		PERSONAL PROPERTY	985815	232.18
BLACKMON DEREK		415 TOWN ST		LANDIS	NC.	-	415 TOWN 31	109 160	976.73
BOARD GLENDA B	BOARD ANTHONY L	135 PANTHER CREEK RO		GGLD HILL	NC	CONTRACTOR AND ADDRESS OF THE PARTY OF THE P	135 PANTHER CREEK RD	512 026	197
BODINE N DEAN		8435 DOGWOOD DR		ROCKWELL	NC.		O EMANUEL CHURCH RD	371 152	27.05
BOLDEN CORA TISHA		B12 N KARROAD ST		SALISBURY	NC		0 RAILROAD AVE	011 224	562.66
BONINE NEFTA		470 CHAPPARAL DII.		SALISBURY	NC.	TO A CONTRACTOR OF THE PARTY OF	470 CHAPPARAL OR	619 037	1.96
BOST CALVIN EUGENE	BOST MYRA H	905 EBENEZER RD		KANNAPOLIS	NC	-	905 EBENEZER RD	T 11 (12 (12 (12 (12 (12 (12 (12	5.73
BRADLEY DENNIS LEE	BRADLEY KELLY K	270 RIMER RD		SALISBURY	-	A STATE OF THE PERSON NAMED IN COLUMN 1	TO DESCRIPTION OF THE PROPERTY	143 092	
BRANDON ALVIN B	BIOGRAPH SECTION	S07 W INNES ST	PO BOX 3177	TO CONTROL VIII	NC NC		270 RIMER RD	421C124	5,55
BRANDON RICHARD A	1	3175 MILLBRIDGE RD	EG BOX 3177	SALISBURY	NC.		D PEACH ORCHARD RD	406 126	20.60
BRANDON RICHARD A	1	3175 MILLBRIDGE RD		CHINA GROVE	NC.		0 MILLBRIDGE RD	706 006	6.26
BROADWELL BEVERLY, DDS PLLC		The state of the s		CHINA GROVE	NC.		3175 MILLBRIDGE RD	206 104	28.23
CONTRACTOR OF THE PROPERTY OF		1921 CONCORD LAKE RD		KANNAPOLIS	NC	A THE RESERVE OF THE PARTY OF T	1521 TEETER FARMS DR	214A092	4,785.69
BROWN JENNIFER L	A contract of the contract of	180 JAMES DR		ROCKWELL	NC	A COLUMN TO STATE OF THE PARTY	180 /AMES DR	438A034	97.44
BROWN RAY RICHARD	CASSADY CAROL LOPP	PO BOX 865 1019 PROVIDENCE CHURCH RD	_	GRANITE QUARRY	NC	-	255 CANTIBERRY DR	623A065	1.04
CASSADY DAVID MICHAFL CIRCLE K STORES INC	PROPERTY TAX DEPT DC17	1130 W WARNER RD		SALISBURY	NC NC		1006 PROVIDENCE CHURCH RD	620 062	103.46
Unider 15 STORY PARTY STORY	PROPERTY TAX DEPT DC17	THE PROPERTY OF THE PROPERTY O		TEMPLE	0.2		264 E MAIN ST	364 057	2,362.74
ORCLE K STORES INC	PROPERTY DAX DEFT-DC17	1130 W WARNER RD		TEMPLE	A2		300 5 SAUSBURY AVE	032 145	2,528.69
CITY OF CAKS IAW	_	PO BOX 6356		RALEIGH	NC		1080 HEFNERS CROSSING LN	246 409	160.46
CLODELITER UNDA	-	114 HIDDEN CREEK CIR		SAUSBURY	NC.	A STATE OF THE PARTY OF THE PAR	0 REDMON RD	274 007	2.70
COCKRELL STEVEN JAMES	COULT BOWN HALL	1850 PHANIEL CHURCH RD		BOCKWELL	NC	The state of the s	PERSONAL PROPERTY	995931	4.69
COGAN THOMAS FRANKUN	COGAN ROBIN HALL	185 AUTUMN WOOD LN		SALISBURY	NC	100000	185 AUTUMN WOOD LN	628 120	1,613.00
COLD RIVER LAND LLC		PO BOX 2249		CUMMING	GA.		1164 SILVERTRACE DR	325157	74.27
COLD RIVER LAND LLC		PO BOX 2249		CUMMING	GA.		1170 SILVERTRACE DII	325(156	74.27
COLD RIVER LAND LLC		PO BOX 2249		CUMMING	GA.		1184 SRIVERTRACE DR	375/155	74.27
COMPTON PENCYE JOHNSON		403 VANCE AV		SALISBURY	NC.	W-0000000	403 VANCE AVE	017 049	1,135.75
COPÉ DERRIKE	COPE ELESHIA	418 W LIBERTY ST		SALISBURY	NC.		418 W LIBERTY ST	006.369	2,460.49
CORELOGIC TAX SERVICES LLC	Hadrie State	3001 HACKBERRY ROAD		IRVING	78	and the same of the same of the same	150 PIN OAK CT	1299009	1,335.00
CORRIHER TONY CHARLES	CORRIHER CONNIE	105 PEACEFUL IN		CHINA GROVE	NC.		O PEACEFUL LN	1123011	280.13
CYPRESS CREEK FUND 10 TENANT LLC		3250 ocean park blvd ste 355		SANTA MONICA	CA		12958 STATESVILLE BLVD/ 5755 OLD US HWY	173641	10,955.37
DANIEL ALLEN THOMAS IR	DANIEL CAROL AARON	209 TRAPPERS RIDGE DR		ROCKWELL	NC.	28138	209 TRAPPERS RIDGE OR	3578328	94.50
DAVIS ANDREW IR	DAVIS VICTORIA	1310 DEVONMERE PL		SALISBURY	NC.	28144	1310 DEVONMERE PL	324H009	3,574.95
DELLINGER STEVEN LEF		1909 MOOSE RD		KANNAPOLIS	NC.	28083-3079	PERSONAL PROPERTY	100350	1.94
DR. LARRY E LACKEY	LACKEY JANICE F	115 CHILDERS RD		MOUNT ULCA	NC	28125-8731	PERSONAL PROPERTY	123577	13.74
DR. LARRY LACKEY	LACKEY JANICE P	115 CHILDERS RD		MOUNT ULLA	NC .	28125-8731	115 CHILDERS RD	563 053	1,879.66
DR: LARRY LACKEY	LACKEY JANICE P	115 CHILDERS RD		MOUNT ULLA	NC	28125-8731	120 CHILDERS RD	563 019	808.22
DUGANNE BENJAMIN ALEXANDER	PIERCE MARISSA DAWN	1195 CONESTOGA TRE		SALISBURY	NC	28147	1195 CONESTOGA TRL	469 028000005	219.46
DUNNESONS AUTOMOTIVE	The state of the s	1130 N ENOCHVILLE AVE		CHINA GROVE	NC	282023	1130 N ENOCHVILLE AVE	165610	13.17
DUSCH WILLIAM C		92 LOUISE DR SE		CONCORD	NC.	28025-3691	MID-CAROLINA REGIONAL AIRPORT	165620	8.95
ELLER AUDREY I		6665 DELLWOOD DR		KANNAPOLIS	NC.	28081	PERSONAL PROPERTY	103164	39.11
ELLER GEORGE MICHAEL SB	ELLER THERESA W	PO BOX 183		CLEVELAND	NC.	100000000000000000000000000000000000000	107 WOOD ST	252 032	5.73
ELLIOT ROBERT		223 CARDUNA BLVD		SALISBURY	NC		223 CAROLINA BLVD	069 187	1,272:52
ELLIS BRIAN DONNELL		1016 BUTLER ST		SALISBURY	NC.	28144	O STATON PL	024 142	9.54
EURY JANIS BASINGER	EURY MICHAEL CUNTON	240 BACK CREEK CHURCH RD		MOUNT ULLA	NC	-	240 BACK CREEK CHURCH RD	571 009000001	12.43
EURY MICHAEL	EURY JANIS B	240 BACK CREEK CHURCH RD		MOUNT DLLA	NC	THE RESERVE THE PARTY OF THE PA	240 BACK CREEK CHURCH RD	571 009000002	4.70
FISHER MARY ANN	FISHER JOHN 5 JR	1207 DUBLIN CT		CHINA GROVE	NC	A STATE OF THE PERSON NAMED IN COLUMN 2 AND POST OF THE PERSON NAMED IN COLUMN	0 US 52 HWY	3578262	1,023.85
FORNEY NACMI E	W. W. W.	3559 E RIDGE RD		SALISBURY	NC		3559 € RIDGE RD	322 135	35.00
FREIRIOH FOODS INC	A COMMON TO A COMM	PO 80X 1529		SALISBURY	NC		815 W KERR ST	166074	630.78
FULCHER RONALD B	HUTCHINSON-FULCHER TERRI W	335 ACORN CAKS DR		SALISBURY	NC.	28146		A STATE OF THE PARTY OF THE PAR	887.31

Janua Parnell Jax Collector

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GIVENS BRIAN N		555 WENDOVER OR		SALISBURY	NC		555 WENDOVER DR	450D025	113.41
GOBBLE LARRY DEAN	GOBBLE MARTHA R	3780 LONG FERRY RD		SALISBURY	NC.		Ó LEONARD RD	605AG18	282.00
GRAY ROBERT /	GRAY PAMELA F	1114 5 DON ST		LANDIS	NC		PERSONAL PROPERTY	110295	1.90
GREENE MICHAEL D	GREENE CAROL A RACZ	168 BLUE HERON RD		SALISBURY	NC		PERSONAL PROPERTY	119437	2,041.19
GRUSS JIMMY DANA		457 EASTWOOD DR		SALISBURY	NC	And in column 2 property and in	457 EASTWOOD DR.	0588406	21.66
HANKIN PACK		5955 CARNEGIE BLVD ST 350		CHARLOTTE	NC		226 PETHEL ST	159 313	157.72
HANKINPACK		5955 CARNEGIE BLVD	SUITE 350	CHARLOTTE	NC.		1357 STEVEN DR	4726206	1,892.26
HANKINPACK		5955 CARNEGIE BLVD	SUITE 350	CHARLOTTE	NC		2203 BILLY ST	140AZ11	1,250.22
HARRY KEVIN MITCHELL		314 MITCHELL AVE		SALISBURY	NC		PERSONAL PROPERTY	175928	6.00
HAYES TARYN		410 GRAY HAWK DR		ROCKWELL	NC.		410 GRAY HAWK DR	372F045	173.67
HENSON STEPHANIE		2655 UMBERGER RD		CLEVELAND	NC.	27013	2655 UMBERGER RD	554 083	2,725.26
HILLSON GINA R	HILISON MARK T	125 ROCK OLIVE DR		ROCKWILL	NC		125 ROCK OLIVE DK	386A022	156.06
HIMES ROBERT T	HIMES MARY C	640 BAHRINGER RD		SALISBURY	NC.	28147-9506	640 BARRINGER RD	454 039	7.41
HINOREY GAUVAIN LLC		PO 80X 3965		MODRESVILLE NC 28117	NC.	28117	117 6TH ST	032 108	167.34
HMS ROCKWELL BBQ LLC		3104 COMMERCE DR		RICHBURG	36	29729	8640 US 52 HWY	3578154	6,476.06
HNIS ROCKWELL LLC		3104 COMMERCE DR		RICHBURG	5C		0 US S2 HWY	3578135	963.84
HMS ROEXWELL LLC		3104 COMMERCE DR		RICHBURG	SC	29729	0.US SZ HWY	3578174	1,341.39
HMS ROCKWELL LLC		3104 COMMERCE DR		RICHBURG	50	29729	8770 US 52 HWY	357E134	3,928.87
HMS ROCKWELL LLC		3104 COMMERCE DR		RICHBURG	SC	29729-9444	8770 US 52 HWY	166638	896.84
HODGE CATHY B	HODGE JEFFREY W	1031 ADDERLY DR		SALISBURY	NC	28146	0 ADDERLY DR	426 132	48.51
HOLSHOUSER BARBARA ANN JOHNSON	000000000000000000000000000000000000000	238 WOODLEAF RD		CLEVELAND	NC	27913	6535 CHENAULT RD	714 021	1.15
HONEYCUTT REAL ESTATE LCC		PO BOX 217		SALISBURY	NC	28145	1600 E INNES 57	058.540	1.82
HONEYCUTT REAL ESTATE LLC		PO 80X 217		SAUSBURY	NC	28145	1611 STOKES FERRY RD	058 541	2.70
HORNBEAK ASHLEY		2985 MILLER RD		SALISBURY	NC	28147	2985 MILLER RD	425 051	916.50
HOWARD GLENNIES MARTIN		512 PATTERSON ST		CHINA GROVE	NC	282023	512 PATTERSON ST	100 021	3.97
HUBBARD BILL E	HUBBARD ETTIE R	2016 BUNKER CT		KANNAPOLIS	NC	28081-8124	2016 BUNKER CT	141 097	10.39
HUDSON GLENN ENGLISH	HUDSON JENNIFER GARRATY	143 POLO DR		SALISBURY	NC	28144 8512	143 POLO DR	3250401	4,719.72
HUNNING RICHARD E	HUNNING GLENDA B	630 LILLIAN CIR		SALISBURY	NC	28147	O LILLIAN CIR	769A037	297.73
ISENHOUR RON		2338 BERTHA ST		KANNAPOLIS	NC	28083	1704 MD05E RD	151 554	1,397.00
JACKSON LINDA		1880 WYATT GROVE CHURCH RD		RICHFIELD	NC	The second second second	1880 WYATT GROVE CHURCH RD	518 015	5.78
JAY AMBICA INC	SM MART OF ROCKWELL BP	3104 COMMERCE DR		RICHBURG.	SC	each production and production of the production	8770 US 52 HWY	166959	62.26
JOHNSON BRADLEY T	JOHNSON JENNIFER B	230 BARNWOOD DK		ROCKWELL	NC		230 BARNWOOD DR	4368007	1.11
JORDAN TEDDY C		3921 OLD MOCKSVILLE RD		SALISBURY	NC	-	3921 OLD MOCKSVILLE RD	308 195	5.00
KEATON HAZEL T		1331 W HORAH ST		SALISBURY	NC		1331 W HORAH ST	005 159	181
KEPLEY PHILIP R	KEPLEY MARY SUE	445 KEPLEY RD		SALISBURY	NC		545 KEPLEY RD	314 096	566:30
KEPLEY ROBERT L	COLF GINA M	135 STOL2 RD		ROCKWELL	NC	The second second	135 5TOLZ RD	433A036	33.45
KETCHIE JANCY MCKINNEY		1375 WOODSON RO		GOLD HILL	NC	100000000000000000000000000000000000000	O LIBERTY RD	522 089	108.57
KETCHIE JANCY MOKINNEY		1375 WOODSON RD		GOLD HILL	NC.		0 WOODSON RD	521 035	7.82
KETCHIE JANCY MCKINNEY		1375 WOODSON RD		GOLD HILL	NC		0 WOODSON RD	523 010	1,385.61
KETCHIE JANCY MCKINNEY		1975 WOODSON RD		GOLD HILL	NC.		0 WOODSON RD	525 001	56.26
KIRKWOOD ROCHELLE J		540 FOX HOLLOW LN		SALISBURY	NC		335 PINE VALLEY RD	453A114	857.68
KOONTZ & SMITH ATTORNEYS AT LAW		PD DRAWER 1067		SALISBURY	NC.		5030 OLD CONCORD RD	411.180	229.12
KKANZ RICK STEPHEN		1730 GIN RD		GOLD HILL	NC	The second district of	1740 GIN RD	381 064	3.58
KRANZ RICK STEPHEN		1/30 GIN RD		GOLD HILL	NC		PERSONAL PROPERTY	123331	3.21
LAND HOME FINANCIAL SERVICES		3511 5 HARBOR BLVD SUITE 100		SANTA ANA	GA		Q PINEVIEW CIR.	308 168	3.22
LAME SPENCER C IR		630 W RIDGE RD		SALISBURY	NC	-	576 RIVER BIRCH DR	4031057	21.29
LAW OFFICES OF KEVIN C LINK PC		1 BUFFALO AVENUE NW, SUITE 3305		CONCORD	NC	17.000000	609 E 12TH 5T	150 042	5.18
LESLEY PRESTON SCOTT		7460 POP BASINGER RD		SALISBURY	NC	THE RESERVE TO A SECOND PROPERTY.	O POP BASINGER RD	356.116	200.62
LOMAX WAYNE	LOMAX RITA FORTE	411 DRY CREEK TRAIL		RICHFIELD	NC	100000000000000000000000000000000000000	411 DRY CREEK TR	535 026	49.00
LUDWICK LARRY CLINTON	5-4-4-2-4-2-4-1-1-1-1-1-1-1-1-1-1-1-1-1-1	745 LENTZ RO		CHINA GROVE	NC	700000000000000000000000000000000000000	5825 ENOCHVILLE SCHOOL RD	243 030	4.05
LUTZEL BROADWAY & ASSOCIATES		3440 TORINGDON WAY STE 308		CHARLOTTE	NC		2508 WIND SWEPT WAY	376 086	45.10
LWT PROERTIES LLC		118 REBEL AD		SALISBURY	NC		PERSONAL PROPERTY	174793	160.87
LWT PROPERTIES LLC		118 REBEL AD		SALISBURY	NC		118 HEBEL RD	167552	12.04
MARKE RANDOLPH		4GZ UPTON ST		WINSTON SALEM	NC	-	1153 KNOX FARMS BLVD	8176043	184.24
MATHIS JOE F		4240 STOKES FERRY RD		SALISBURY	NC		4240 STOKES FERRY RD	157690	34.13
MATHIS IDE FRANK		809 N MAIN ST		GRANITE QUARRY	NC	Mark Street Say Copper Copper Street Copper	PERSONAL PROPERTY	128633	206,50
MATHIS JOE FRANK		803 N MAIN ST		GRANITE QUARRY	NC		PERSONAL PROPERTY	128640	9.82
MATHIS JOE FRANK		803 N MAIN ST		SALISBURY	NC.		PERSONAL PROPERTY	178301	9.82
MCCULLOH CYNTHIA T		1625 MT VERNON RD		WOODLEAF	NC		1625 MT VERNON BD	721 018	5.06
MCGUIRE DEBRA K		1224 POPLAR GLEN DR		KANNAPOLIS	NC.		1224 POPLAR GLEN DR	1438004	25.45
MILLER PAULETTE B	BLACKWELL THOMAS O	SHERMAN BLACKWELL	2204 AMREARST EN	FLOWERMOUND	TX	THE RESIDENCE PROPERTY.	0 WILL BLACK RD	305 036	173.03
MITSURISHS HS CAPITAL AMERICA, INC	INCOMPLEX TRUMING C	800 CONNECTICUT AVE	The second second second	NORWALK	CT	06854-1631		180362	98.46
MOORE HUBER	MOORE TANYA	4340 OLD BEATTY FORD RD		CHINA GROVE	NC.		4140 OLD BEATTY FORD RD	137 137	9.11
MOORE ROBERT GENE	INDORE HOUSE	317 N FULTON ST		SALISBURY	NC.		PERSONAL PROPERTY	174647	27.82
MIDOSE RICKEY LYNN		1560 BROOKWOOD DR		CHINA GROVE	NC.		1560 BROOKWOOD DR	126 068	49.38
MOOSE RICKEY LYNN		1560 BROOKWOOD DR		CHINA GROVE	NC.		166 MOOSEWOOD DR	126 072	2.64
MOOSE RICKEY LYNN		1560 BROOKWOOD DR		CHINA GROVE	NC.		188 MOOSEWOOD DR	126 073	1.35
		14300 BOODEWOOD DR		Printed States A.C.	100	202023	CTOO HUDDEMAND DK	1400-077	1.32

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MOOSE RICKEY LYNN		1560 BROOKWOOD DR		CHINA GROVE	NC	282023	266 MOOSEWOOD DR	126 067	1.67
MULLIS JOYCE COLE		2260 DEAL RD		MOGRESVILLE	NC	28115	3.326 PERCY LN	9588020	15.67
MULLIS JOYCE COLE		2280 DEAL RD		MOORESVILLE NC 28115-7956	NC.	28115-7356	2280 DEAL RD	242 003	18.59
MURRAY DON C	MURKAY SUSAN C	1795 CRANWELL DR		MOUNT ULLA	NC	28123-7674	1795 CRANWELL DR	5588044	22.34
NAMETKA WILLIAM 5		595 PANTHER POINT TRL		RICHFIELD	NC	28137-0000	595 PANTHER POINT TH	504 034	1,470.75
NANCE ROBERT WILLIAM	NANCE BETH MORRIS	160 SCOTTSDALE DR		SALISBURY	NC.	28146	255 RAINEY RO	A20 269	1,844.28
NANCE ROBERT WILLIAM	NANCE BETH MORRIS	160 SCOTTSDALE DR		SALISBURY	NC.	-	506 S SALISBURY AVE	032 130	660.86
NATIONAL LINK LP	300000000000000000000000000000000000000	1000 COMMERCE DRIVE SUITE 300		PITTSBURGH	PA		595 PANTHER POINT TR	504 034	147.07
NATIONALLINK LP		1000 COMMERCE OR STF 300		PITTSBURGH	PA.	100000	1130 PATTERSON ST	119 00902	257.65
NEWSOME DAVID MARK	NEWSOME MONICA DEE	2119 GLENWOOD ST		KANNAPOLIS	NC	-	2119 GLENWOOD 57	158 116	1,64
OMNIA TITLE CORP	100000000000000000000000000000000000000	205 N ARMENIA AVE	STE 101	TAMPA	R		1401 PROVIDENCE CHURCH RD	636 001	4,363.27
OPTIMAL INDUSTRIES LEC		285 CAUBLE STOT CIR		SALISBURY	MC		6365 BRINGLE FERRY RD	623 025	1,052,98
PALMER LARRY W	FALMER MARTHA M	6625 GOLDFISH RD	100	KANNAPOLIS	NC.		0 MICHELLE DR	146 166	6,06
PALMER LARRY W	PALMER MARTHA M	6625 GOLDFISH RD		KANNAPOLIS	NC:		6625 GOLDFISH RD	146 164	26.55
PALMER LARRY W		6625 GOLDFISH RD		KAMNAPOLIS	NC		605 E 11TH ST	150 066	19.96
PALMER LARRY W		6625 GOLDFISH RD		KANNAPOLIS	NC.		607 £ 107H 5F	150 309	20.76
PARKER DORIS HOLTON		14660 NC 801 HWY		MOUNT ULLA	NC	700000000000000000000000000000000000000	PERSONAL PROPERTY	179684	127,73
PARRISH MARK 5		4611 PINE NEEDLE TRL		MINT HILL	NC	THE RESERVE THE PROPERTY AND ADDRESS OF THE PARTY AND ADDRESS OF THE PA	905 W A ST	148 098	1,398.79
PEEBLES HMMY MICHAEL	PEEBLE ETHEL LOUISE	PO BOX 297		WOODLEAF	NC	The second secon	PERSONAL PROPERTY	138799	17.34
POTEAT LISA		5285 BAXTER RD		DISPUTANTA	VA	23842	1419 N CHURCH ST	1 2/1/1/10/10	
POW PROPERTIES LLC		12132 BLAIRMONT CT		GLEN ALLEN	VA		816 GREEN ST	004 092	40.71
PROVOST GARY JOSEPH	PROVOST JENNIFER 1	2708 LAMPLIGHTER DR		KANNAPOUS	NC.		465 FOREST VIEW DR	012 300 243000000	2007016161
RABON JIMMY BEN	RABON CAROL L	1422 SUSSEX LN		SALISBURY	NC.	100,000	-C-OH-C-T-C-T-C-T-C-T-C-T-C-T-C-T-C-T-C-T-C-		5,23 87.80
RCTC - MVBILES134	Resignation to	402 N MAIN ST		- P22232470-6-0			O NEWPORT DR	300A023	
BETE - MYBILLS134		402 N MAIN ST		SALISBURY	NC		MV BILLS ONLY	MVBILL5334	13.07
RCTC -MVBILLS134		- Interest to the control of the con		SALISBURY	NC		MV BILLS CINLY	MVBLL5134	11.81
A STATE OF THE STA		402 N MAIN 57		SALISBURY	NC.	-	MV BILLS ONLY	MVBILL5134	9.87
RCTC - MVBILLS134		402 N MAIN ST		SALISBURY	NC		MV-BILLS ONLY	MVBILLS134	11.75
REID CHARLES WESLEY		217 E UBERTY ST		CHINA GROVE	NC	-	212 E LIBERTY ST	101.0680S	11.54
RHODES GLADYS D		PO 80X 335		CLEVELAND	NC		PERSONAL PROFERTY	142848	4,62
RICHARDS RODNEY K	RICHARDS SHARON I	5960 SOUTHERN LN	_	SALISBURY	NE	The second second	5960 SOLITHERN LM	4828109	27.94
RIDDLE STEVE C	RIDDLE KATHY B	289 BETHESDA RD		STATESVILLE	NC	-	O PHIFER RD	259 042	2.44
RIDERE STEVE C	RIDDLE KAYNY B	289 BETHESDA RO		STATESVILLE	NC	The second second	1067 CHALET RO	259 035	6.39
ROBINSON GREGORY L	ROBINSON TERESA	400 PANHANDLE RD		GOLD HILL	NC		400 PAN HANDLE RD	522.084	18.32
ROSEMAN PHILLIP E	ROSEMAN LINDA H	740 TIMBERLANE TRL		SALISBURY	NC	28147-0000		477 001	257.12
RYAN TAX COMPLIANCE SERVICES LLC		16220 N SCOTTSDALE RD STE 450		SCOTTSDALE	AR		2820 TOWNVIEW DR	249E087	678.21
RYAN TAX COMPLIANCE SERVICES LLC		36220 NORTH SCOTTSDALE RD STE 450		SCOTTSDALE	AR	85254-1720	312 CHINABERRY DR	105A016	1,467.96
S &L PROPERTIES OF CAROLINA LLC	OGG SANDRA N	2980 CONG FERRY RD		SALISBORY	NC	28146-8449	2980 LONG FERRY RD	602.087	758.34
SAFRIT MICHAEL WAYNE		PO BOX 353		ROCKWELL	NC.	28138-0353	D OLD BEATTY FORD RD	541 014	283 98
SARVER RONNIE E	SARVER NOBLEDEAN A	8070 STATESVILLE BLVD		SALISBURY	NC	28147-7499	O STATESVILLE BLVD	751.018	7.43
SCHEIDECKER BRADLEY 5	- A CONTRACTOR OF THE PARTY OF	502 W LETH STREET		SERTLING	- 4	61081	1303 HENA ST	142A028	22.55
SCHERER STEVEN A	SCHERER KABEN E	1685 CRANWELL DR		MTULIA	NC.	28125-7673	168S CRANWELL DR	5588064	46.04
SCHOFIELD JOHN C		5 NORTH BOAD CIR.		SALISBURY	NC	78144-6907	O EQUESTRIAN DR	3220066	180.25
SELLE ALICE	SELLE CHRISTOPHER	309 BRANTLEY DR		HARTSVILLE	SC	29550	0 OLD CONCORD RD	414 082	12.74
SENIOR VENTURES & MANAGMENT INC.		1285 W A ST		KANNAPOLIS	NC	28081	1285 W A 5T	142 0970002	218.79
SERVICELINK LLC		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	760 CAMP RD	4728368	1,290.77
SERVICELINK LLC ESCROW TRUST		1355 CHERRINGTON PKWY		MOON TOWNSHIP	PA	15108	312 S MAIN ST	351 132	33.99
SERVISOLUTIONS		465 KIMBALL RD		CHINA GROVE	NC	787023	530 KIMBALL RD	1238114	1,343.74
SER IV-2 PROPERTY LLC		PO BOX 15086		SANTA ANA	CA	92735	501 SAWTOOTH OAK DR	1296023	1,740.73
SHARP LUANNE LESCIE		13 E THOM ST		CHINA GROVE	NC	282023	13 £ THOM 5T	164A090	754.75
SHAVER GLENN ALLEN		2200 W A ST		KANNAPOLIS	NC	the second second	2200 W A ST	132.017	7.08
SCOOP CHARLES A		13505 MOORESVILLE RD		MOUNT VILLA	NC		MOORESVILLE RD	212 082	43.58
SLOOP CHARLES A		13505 MOORESVILLE RD		MOUNT ULLA	NC	28125-7762	MOORESVILLE RD	212 083	307,67
SLOOP CHARLES A		13505 MOORESVILLE RD		MOUNT ULIA	NC	ming Participate Annie Cemperatures.	PERSONAL PROPERTY	171804	196.19
SMITH HAROLD WAYNE	SMITH JOYCE C	1165 HAWKESBURY DR		CHINA GROVE	NC		1165 HAWKESBURY DR	221G138	15.23
SMITH MICHAEL P	HAAS MICHELLE L	1065 CHILDERS RD		CIEVELAND	NC	77.000000000000000000000000000000000000	1065 CHILDERS RD	560 035	40.28
SOLIDIFI TITLE AND CLOSING LLC		15551 N GREENWAY HAYDEN LOOP		SCOTTSDALE	A2		330 BALD EAGLE LN	522 042	1,551.95
SPINTASTIC LLC DBA	SPINTASTIC KANNAPOLIS	9750 TWIN LAKES PKWY		CHARLOTTE	NC.		2202 N CANNON BLVD	175271	3,761.79
STROUD BYRON CHAD	STROUD TAMARA TROUTMAN	2585 CORRIHER GRANGE RD		MGORESVILLE NC 28115-7399	NC		2585 CORRIHER GRANGE RD	212 915	4.00
STROUG TAMARA TROUTMAN		2585 CORRIHER GRANGE RD		MOORESVILLE NC 28115-7399	NC.		PERSONAL PROPERTY	153267	32.00
SUTTON DORS CORRELL		109 S MYRTLE AVE		CHINA GROVE	NC	-	109 S MYRTLE AVE	100 066	56.71
SWICEGOOD PAPER INCORPORATED		PO BOX 1787		SALISBURY	NC	1970/1986	1305 E INNES ST	059 063	10.66
THE KANIA LAW FIRM PA		82 PATTON AVE. SUITE SOO		ASHEVILLE	NC.		220 PATRIOT CIR	451A278	746.96
THE SPERRY LAW FIRM PC		15801 BRIXHAM HILL AVE STE 225		CHARLOTTE	NC.		S1S N ENOCHVILLE AVE	246A082	
THOMAS & WEBBER PILC		514 WILLIAMSON RD STE 431		MOORESVILLE NC 28117	NC.		O AMITY HILL RD		619.40
THOMPSON TARA		1035 STANDING OAK DR		THE PERSON NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PERSON NAMED IN COLUMN TO SE			ACCOUNT OF THE PARTY OF THE PAR	554 035	1.21
TILLEY PHILIP E	TILLEY JANET A	413 OLE WALTER FARM RD		SALISBURY CHINA GROVE	NC		1035 STANDING OAK DR	4048052	310.68
TILLEY PHILLIP EDWARD		THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O			NC		Ó ARMISTEAD RD	430 011	4.71
TIME T CHULLIP SUSWAND	DILLEY JANET DAWN ATWELL	413 OLE WALTER FARM RD		OHNA GROVE	NC	282023	O PHANIEL CHURCH RD	430 097	118.40

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							TOTAL:	\$ 165,097.16
YOUNGBLOOD SHENA		685 CENTENARY CHURCH RD	MOUNT ULLA.	NC	28125	526 BROOK CIR	394C100	993,58
YELTON JAN K	YELTON E LAMAR	1020 SAINT STEPHENS CHURCH RD	GOLD HILL	NE	-	O DLD SEATTY FORD RD	384 036	272.58
WOODWARD QUENTIN JR EXECUTOR	- Liver Street	1017 LOCKE 51	SALISBURY	NC	28144-0000	1017 LOCKE ST	013 036	200.60
WOODSON SAYERS LAWTHER SHORT		PO BOX 829	SALISBURY	NC	28145	603 EASTWAY LN	311 036	13.23
WOODIE BILLY CLEVELAND		PO BOX 2375	SALISBURY	NC	28145-2375		162347	41.34
WOODIE BILLY CLEVELAND		PO BOX 2374	SAUSBURY	NC.	28145-2374	PERSONAL PROPERTY	162347	41.90
WOODSE BILLY CLEVELAND		PO BOX 2374	SALISBURY	NC:	28145-2974	PERSONAL PROPERTY	16.2347	44.50
WOODIE BILLY CLEVELAND		PO BOX 2374	SALISBURY	NC	28145-2374	PERSONAL PROPERTY	162947	43.90
WOODIE BILLY CLEVELAND		PO BOX 2374	SALISBURY	NC	28145-2374	PERSONAL PROPERTY	162347	6,79
WOODE BILLY CLEVELAND		PO BOX 2374	SALISBURY	NC:	28145-2374	PERSONAL PROPERTY	162347	6.89
WOODIE BILLY CLEVELAND		PO BOX 2374	SALISBURY	NC	28145-2374	PERSONAL PROPERTY	162347	46.46
WINGLER MICHAEL B	WINGLER ASHTON WALKER	222 CLIFFSIDE DR	KANNAPOLIS	NC:	28081-7196	2311 DAVIS ST	2490088	692.60
WILLIAMS DIANE H		2255 CRESCENT RD	SALISBURY	NC	28146	2255 CRESCENT RO	4208173	2.43
WILKINSON JOHN R	WILKINSON DEBORAR M	255 WILK ROB RD	MOORESVILLE NC 28115	NC.	28115	235 WILK ROS RD	239 020	2.75
WEST BRADFORD II		608 CAMELOT DR	SALISBURY	NC.	28144	608 CAMELOT DR	3250341	10.66
WEAVER JEANIE WOOTEN		5850 CHENAULT RD	CLEVELAND	NC	27013	5850 CHENAULT RD	714 032	196.75
WARREN CHER &	SANDY BRIAN	640 S 6TH ST	RATON	NM	manufacture description of the	120 HARRIS POINT RD	605 075	25.00
WARREN AMY ANN	WARREN DONALD DEWIT IR	195 COOL WIND DR	SALISBURY	NC.		PERSONAL PROPERTY	158801	13.16
VICK RUDY T		850 SOLLERS WHARE RD	LUSBY	ME	- Commence and the same	D LONG BOW RD	3078074	48.78
VANDERBILT MORTGAGE & FINANCE INC.		PO BOX 9800	MASSYVILLE	780	-	16875 DODLEY RD	702.054	515.12
TYSON PATRICIA F		404 PARK 51	CHINA GROVE	NC	The second second second	404 PARK ST	1180109	26.71
TIMIOS INC		5716 CORSA AVE 57E 102	WESTLAKE VILLAGE	CA		6400 IRISH POTATO RD	438.017	152 18
TIMIOS INC		5716 CORSA AVE STE 102	WESTLAKE VILLAGE	EA	91362	B BUSH POTATO RD	438 057	4.12

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DECEMBER 2021 VTS REFUNDS								
TAXPAYER NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP	REFUND REASON	TRANS#	REFUND
BAILEY, ALLEN WILLIAM	435 BAKER MILL RD		CLEVELAND	NC	27013	Vehicle Totalled	157516740	48.16
BAILEY, KRISTEN JORDAN	435 BAKER MILL RD		CLEVELAND	NC	27013	Vehicle Sold	157516738	13.83
BAKER, GLENN CAMERON	2174 ANNIE LAURA LN		MT PLEASANT	SC	29466	Reg . Out of state	157084392	183.46
BAKER, LISA YOUNG	2174 ANNIE LAURA LN		MT PLEASANT	SC	-	Reg . Out of state	157084390	42.72
BARE, PAUL DOUGLAS	PO BOX 448		FAITH	NC	28041	Vehicle Totalled	156912372	3.06
BEGIC, MELIHA	1155 JULIUS DR		SALISBURY	NC	28147	Vehicle Sold	157837100	72.87
BERNHARDT, CLAUDE HENDERSON	225 CHESTERFIELD DR		SALISBURY	NC	28146	Vehicle Sold	156912368	44.06
CABARRUS COUNTY TAX	PO BOX 707		CONCORD	NC	28026	Other Errors	234771528	380.57
DAVIS, PATRICIA ANN	1920 YOUNG ST APT 16		HONOLULU	н	96826	Reg . Out of state	156912356	7.92
DAVIS, PATRICIA ANN	1920 YOUNG ST APT 16		HONOLULU	HI	-	Reg . Out of state	157516806	23.21
DRYE, DONNA PATTERSON	1225 LONG CREEK LN		SALISBURY	NC	28146	Vehicle Totalled	157516774	22.77
EVANS, DANIEL JOSEPH II	1260 CRANE VIEW RD		SALISBURY	NC	28146	Vehicle Sold	157198464	94.58
FESPERMAN, RANDALL LEE	1030 UPPER PALMER RD		SALISBURY	NC	28146	Vehicle Sold	156912374	297.29
GREEN, BLAIR HUTCHINSON	PO BOX 1031	APT A1	SALISBURY	NC	28145	Vehicle Sold	156912382	116.03
HARRISON, RHONDA KAY	210 S MAIN ST APT 645		KANNAPOLIS	NC	28081	Vehicle Sold	157198456	4.57
HARRISON, RHONDA KAY	210 S MAIN ST APT 645		KANNAPOLIS	NC	28081	Vehicle Sold	157198462	7.10
HEDRICK, ELENI MARIE	4816 TOWER RD UNIT A		GREENSBORO	NC	27410	Situs error	314912580	144.12
HENDRIX, TERRY WAYNE	170 FERNBROOK DR		MOORESVILLE	NC	28117	Vehicle Sold	157517026	19.73
HILL, DANNY LEE	9265 FISHER RD		ROCKWELL	NC	28138	Vehicle Sold	157516790	16.10
HINSON, KAREN MOREFIELD	101 HERMAN ST	APT 5	SPENCER	NC	28159	Vehicle Sold	156912398	96.58
HOYT, VICTORIA	109 PALASADE CIR		SALISBURY	NC	28146	Vehicle Sold	157516802	48.28
INDUSTRIAL FIRE & SECURITY SERVICES LLC	405 ARROW POINT LN		DAVIDSON	NC	28036	Vehicle Sold	157198480	110.10
IRVIN, JAMES KEITH	710 BOSTIAN RD		CHINA GROVE	NC	28023	Tag Surrender	156713272	321.26
JORDAN, DAVID BROCK	PO BOX 184		SPENCER	NC		Vehicle Sold	235713600	81.53
LARSON, DENISE MARIE	1850 KLUTTZ RD		SALISBURY	NC	28146	Vehicle Sold	157643260	25.71
MACLAMROC, MAYSEN RYAN	1425 MOHICAN SHRS		RICHFIELD	NC	28137	Vehicle Sold	157198470	30.01
MARKLE, BRADLEY MILES	164 SILVER TRL	8	CHINA GROVE	NC	28023	Vehicle Sold	157837104	7.30
MIZE, DAVID JULIAN	522 MAUPIN AVE		SALISBURY	NC	28144	Vehicle Sold	235797738	8.81
MORGAN, TERRI WAGNER	730 JACKSON RD		SALISBURY	NC		Vehicle Sold	156796824	25.91
PROIETTI, JEANETTE KATHLEEN	111 S MERIAH ST		LANDIS	NC	-	Vehicle Totalled	236275164	15.79
REDDEN, THOMAS HENRY	620 CAL KENNEDY RD		CLEVELAND	NC	-	Vehicle Sold	156912362	769.78
SEWELL, AARON TODD	1402 W MONROE ST		SALISBURY	NC	-	Vehicle Sold	236275143	27.68
SHAPLEIGH, LINDA FAY	124 WELLINGTON DR		SALISBURY	NC	28144	Vehicle Sold	236275194	8.50

Janua Parnell (39) Batch# 6382

						TOTAL:	\$ 3,416.52
TANCET, DANIELLE TIFFANT	6606 OLD CONCORD RD	SALISBORY	IVC	20140	verticle sold	150912584	22.04
YANCEY, DANIELLE TIFFANY	6606 OLD CONCORD RD	SALISBURY	NC	20146	Vehicle Sold	156912384	22.04
WB ENTERPRISE LLC	1330 GIN RD	GOLD HILL	NC	28071	Vehicle Sold	157516766	10.76
WAGNER, LOUISE COBB	730 JACKSON RD	SALISBURY	NC	28146	Vehicle Sold	156514248	18.10
STATON, RYAN BLAKE	PO BOX 819	ROCKWELL	NC	28138	Vehicle Sold	156912390	28.32
SPANGLER, RONALD JOSEPH	519 ELM ST	SALISBURY	NC	28144	Vehicle Sold	235797726	215.42
SHOAF, TRENT JEROME	1092 N DEVON PARK PL	SALISBURY	NC	28147	Vehicle Totalled	156912364	2.49



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

MEMO TO COMMISSIONERS:

FROM: Aaron Poplin DATE: 2/11/2022

SUBJECT: Schedule Public Hearing for Z 01-21 Amendment

Back in 2021 Raymond McMillan Jr., on behalf of West Avenue Holdings rezoned their property at approximately the 1000 block of Old Beatty Ford Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of a mini-warehouse storage facility. They are now seeking to amend their request to accommodate a change in site layout.

Schedule public hearing for March 7th 2022.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/10/2022	Cover Memo
GIS Map	2/15/2022	Cover Memo
Site Plan	2/15/2022	Cover Memo
application	2/10/2022	Cover Memo

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 02/11/2022

STAFF CONTACT: AARON POPLIN

REZONING PETITION: Z 01-21 AMENDMENT



REQUEST: RA and CBI-CD to

CBI-CD

PARCEL ID: 140 242 and

140 007

LOCATION: 1600 block

Bostian Rd.

ACERAGE: 6.17

CURRENT LAND USE:

Vacant

OWNER: West Avenue

Holdings

APPLICANT: Raymond

McMillan Jr., West Avenue

Holdings

BACKGROUND

Back in 2021 Raymond

McMillan Jr., on behalf of West Avenue Holdings rezoned their property at approximately the 1000 block of Old Beatty Ford Rd. from Rural Agricultural (RA) to Commercial Business Industrial with a Conditional District (CBI-CD) to allow the placement of a miniwarehouse storage facility. The Board of Commissioners approved the rezoning request Z 01-21 on April 19th 2021.

Since the rezoning the applicant discovered that the site layout would not work as proposed in the approved conditional district due to the location of a stream on the site. West Avenue Holdings has redesigned their site plan to avoid the existing stream. The change in site plan also brought about locating the mini-warehouse storage facility on both parcel 140 242 and the original parcel 140 007. Conditional districts are site specific so any change in site plan requires amending the zoning district. The requested amendment to Z 01-21 would rezone both parcels to a new CBI-CD district that accommodates the new layout of the proposed mini-storage facility.

Relationship with any plans and policies

This property is located in Area 3 of the Eastern Area Land Use Plan, and is located within the I-85, US 29 Corridor Overlay. The I-85, US 29 Corridor Overlay encourages commercial and

industrial uses. The property falls close to a recognized regional node which extends one mile out from the new interchange of Old Beatty Ford Rd and I-85.

The property is also identified in the I-85 South Corridor Plan. The plan calls for the new alignment of Old Beatty Ford Rd to serve as frontage for commercial and mixed use developments as well as some industry. The plan recommends considering design guidelines for commercial development which include things such as architectural standards, screening, landscaping, and signs.

Z 04-20 was a rezoning request from RA to CBI-CD for the use of a water well drilling contractor business located across the street from this request. Z 04-20 was approved by the Board of Commissioners on November 16 2020 with no additional requirements other than the design presented on the site plan.

Consistency with the requested zoning district's purpose and intent

Commercial, Business, Industrial, CBI. This zone allows for a wide range of commercial, business and light to medium industrial activities which support both the local and/or regional economies. The CBI district is generally appropriate in areas identified by an adopted land use plan that recommend "highway business" along identified NC and US highways; community/regional/potential development nodes; commercial corridors; and existing commercial areas. Areas served by public water/sewer represent significant public investment to foster tax base growth and employment opportunities for the citizens, which could be served through CBI designation. The CBI district may also exist or be created in an area other than listed in this subsection if the existing or proposed development is compatible with the surrounding area and the overall public good is served.

The request falls within the Cold Water Creek water supply watershed which is a WS-IV. At 35.94% built upon area the proposed development is below the maximum built upon area of 36% of the lot, and will not require getting a Special Non-Residential Intensity Allocation (SNIA) permit from the board of commissioners. The original Z 01-21 request was granted a SNIA permit by the Board of Commissioners; since the new request now meets the low density standards staff will recommend that the Board of Commissioners revoke the SNIA permit and return the removed acreage to the County's allotment. If the SNIA permit is revoked 3.84 acres will be returned to the County's allotment bringing the total acreage available for SNIA permits in the Cold Water Creek Watershed to 488.84 acres.

Compatibility of all uses within the proposed district classification with other properties

<u>Compatibility of Uses:</u> the CBI district offers a wide variety of uses of varying intensities, however this request only allows for Mini-warehouse storage (4225).

MAJOR GROUP	INDUSTRY GROUP	RA	CBI-CD
Residential		Permitted	Not Permitted
Construction		Permitted with SR	Not Permitted
Manufacturing		Permitted with SR	Not Permitted
	"Heavy Impact Uses"	Not Permitted	Not Permitted
Transp., Com., Elec. / Gas,			Mini-
& Sanitary Svc.		Some Permitted with SR	Warehouses
Wholesale Trade		Most Permitted with SR	Not Permitted
Retail Trade		Permitted with SR	Not Permitted
Finance, Ins., & Real Est.		Permitted with SR	Not Permitted
Services		Most Permitted with SR	Not Permitted
	Misc. Amusement & Rec.	Not Permitted	Not Permitted
Public Admin.		Not Permitted	Not Permitted

Generalized Groupings:

Permitted: 100-75% Most: 75-50% Some: 50-25% Not Permitted: 25-

Source: Section 21-113 Table of Uses

<u>Conditions within the vicinity (see enclosed map):</u> Area around the intersection of Old Beatty Ford Rd and Bostian Rd is mostly zoned RA with one CBI-CD zoned lot for a well drilling contractor business. Most the other uses in the area are residential aside from the Landis Church of God and the Kannapolis Lodge both located off of Bositan Rd.

Potential impact on facilities such as roads, utilities and schools

<u>Roads:</u> The NC DOT has already issued a driveway permit D091-080-21-00080 for the new entrance off of Bostian Rd.

Utilities: N/A

Schools: N/A

Decision making and procedures

<u>Decision Making:</u> In addition to the above criteria, sec. 21-362 (c) of the Zoning Ordinance indicates the primary question before the Planning Board / Board of Commissioners in a rezoning decision is "whether the proposed change advances the public health, safety, or welfare as well as the intent and spirit of the ordinance." Additionally, the boards "shall not

regard as controlling any advantages or disadvantages to the individual requesting the change but shall consider the impact of the proposed zoning change on the public at large."

<u>Procedures:</u> The Board must develop a statement of consistency describing whether its action is consistent with any adopted comprehensive plans and indicate why their action is reasonable and in the public interest [sec. 21-362 (j)]. A statement analyzing the reasonableness of the decision is also necessary. See enclosed checklist as a guide in developing these statements.

A statement of reasonableness is necessary to substantiate a small-scale zoning decision and ensure the decision is "reasonable". While spot zoning in North Carolina is considered legal, it must be determined as reasonable based on a number of factors including the following established by the courts:

- Size and nature of the tract;
- Compatibility with existing plans;
- The impact of the zoning decision on the landowner, the immediate neighbors, and the surrounding community; and
- The relationship between the newly allowed uses in a spot rezoning and the previously allowed uses.

Planning Board Meeting January 24, 2022

The Rowan County Planning Board held a courtesy hearing for the amendment to Z 01-21 at their January meeting. The Board did not have many comments for the amendment. No one spoke during the courtesy hearing and the Board had no questions for the applicant. Staff brought up repealing the SNIA permit that was originally given to the project and the applicant did not object since it is not necessary for the new site design.

The Board approved the request with the condition that the parcels be combined, and adopted the following statements.

Statement of Consistency – The proposed use is consistent with the Eastern Land Use Plan; the I-85 Corridor and US Hwy 29 overlays. The same type of zoning was approved on the site across the road for a well drilling facility. The CBI-CD is specific and any changes would require board approval. The use is needed in a growing community and is non- detrimental.

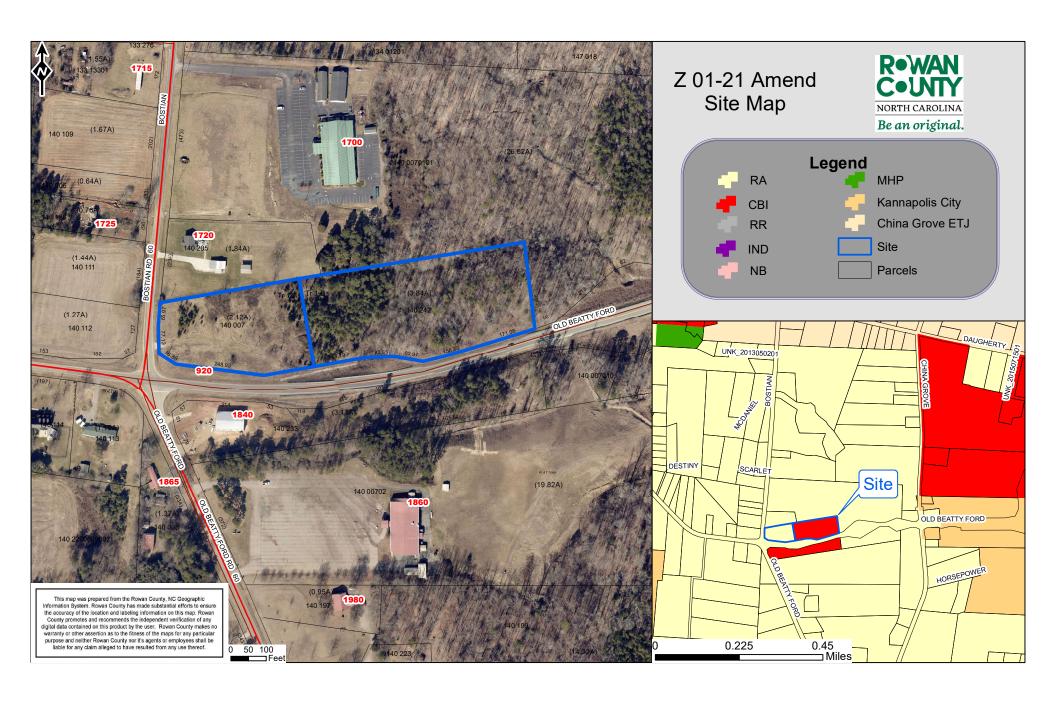
Statement of Reasonableness – Z 01-21 is reasonable based on size and conditions of the property and the other utilizations in the area and that storage buildings will not be detrimental to the surrounding land owners.

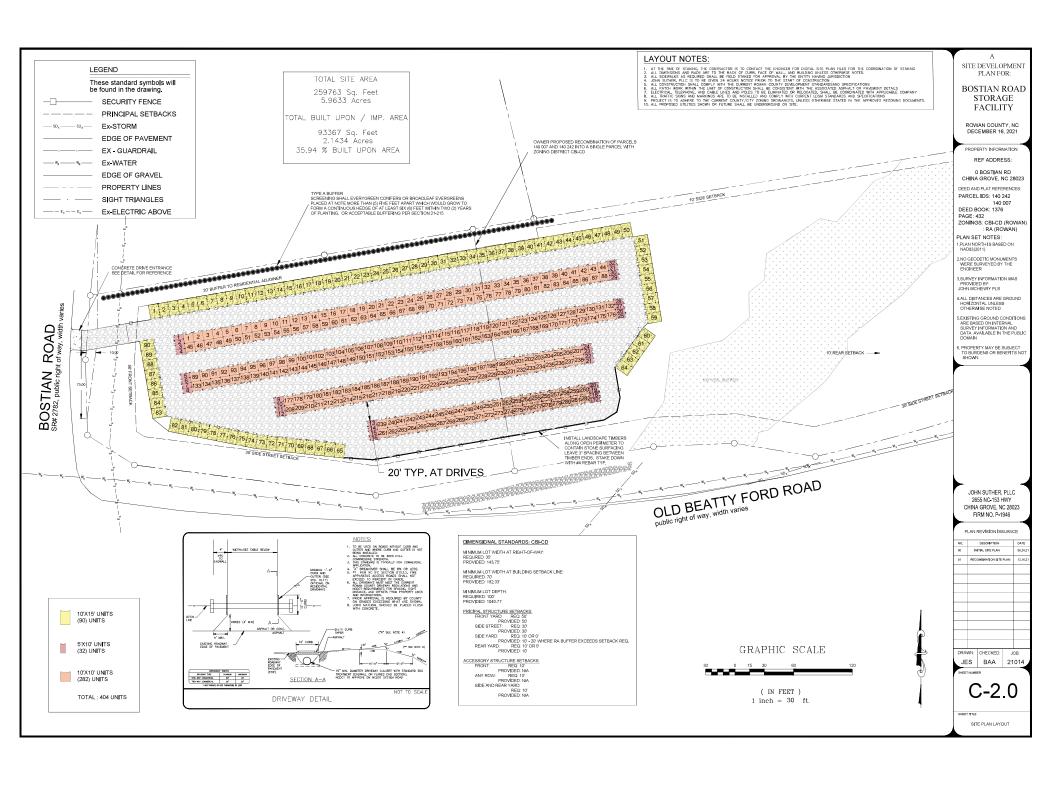
Staff Comments

- Only the use shown in the site plan should be considered when making a decision.
- The owners plan to combine tax parcels 140 242 and 140 007 into one parcel. Staff recommends that a condition of approval be that the lots be combined.
- Staff would like the Board to consider the condition that an as-built survey is done to ensure that the site will meet it's built-upon area requirements.
- The Board can consider adding other mutually agreed upon conditions to the request.

Attachments

- GIS Map
- Site Plan
- Application
- Statement worksheet







Rowan County Department of Planning & Development 402 N. Main Street Suite 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	<u>Z</u>
Date Filed	
Received By	·
Amount Paid	1
Off	ice Use Only

REZONING APPLICATION
OWNERSHIP INFORMATION:
Name: WEST AVENDE HOLDINGS LLC
Signature: DDMMUL
Phone: (704) 642-7475 Email: 100 INSUMNCE-MIA. com Address: 119 WEST AVE. KANNAPOLIS NC 28081
APPLICANT / AGENT INFORMATION: Complete affidavit on back if non-owner
Name: BANAMON Of H-MGMILLAN Fr.
Name: RAYMOND H-MMILLAN, Fr. Signature: DOMMADL
Phone: /704)642-7475 Email: 3 CONSULANCE-MIA. COM
Phone: (704)642-7475 Email: jr@INSURANCE-MIA. COM Address: 260 Whispar Dr. ChWA GOVE, NC 28023
PROPERTY DETAILS:
Tax Parcel(s): 140 607 1140 242 Size (sq.ft. or acres): 6.17 ACRES
Tax Parcel(s): 140 607 + 140 242 Size (sq.ft. or acres): 6.17 ACNS Property Location: 6 6/6/ BEATTY Fact Ref.
Current Land Use: VACANT
Date Acquired: 1/1/2021 Deed Reference: Book 1355 Page 249
REQUEST DETAILS:
Existing Zoning District RA Requested Zoning District CB1-CX
If requesting a conditional zoning district, list proposed use or uses:
Additional information enclosed restricting the conditional use district? Yes No
Site plan containing information from sec. 21-52 enclosed? Yes No No



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: 2/11/2022

SUBJECT: Airport - American Rescue Plan Act (ARPA) Funds

American Rescue Plan Act (ARPA) funds have been added to the airports current CARES grant agreement. The allocation to Mid-Carolina Regional Airport is \$59,000. These funds are specifically for operational/maintenance expenses incurred on or after January 20, 2020, and/or debt service payments incurred on or after March 11, that have not been previously reimbursed.

No application or grant modification is needed. The federal requirement is that a signed Certificate of Compliance regarding a face covering policy in reference to Executive Order 13998 (currently extended through March 18, 2022), Promoting COVID19 Safety in Domestic and International Travel, must be submitted prior to payments being processed.

Accept the ARPA funding of \$59,000 and approve the County Manager to sign the Certificate of Compliance form provided by the NCDOT.

ATTACHMENTS:

Description	Upload Date	Туре
Executive Order 13998	2/11/2022	Exhibit
Signage	2/15/2022	Cover Memo
Certificate of Compliance	2/11/2022	Exhibit

Presidential Documents

Executive Order 13998 of January 21, 2021

Promoting COVID-19 Safety in Domestic and International Travel

By the authority vested in me as President by the Constitution and the laws of the United States of America, it is hereby ordered as follows:

Section 1. Policy. Science-based public health measures are critical to preventing the spread of coronavirus disease 2019 (COVID-19) by travelers within the United States and those who enter the country from abroad. The Centers for Disease Control and Prevention (CDC), the Surgeon General, and the National Institutes of Health have concluded that mask-wearing, physical distancing, appropriate ventilation, and timely testing can mitigate the risk of travelers spreading COVID-19. Accordingly, to save lives and allow all Americans, including the millions of people employed in the transportation industry, to travel and work safely, it is the policy of my Administration to implement these public health measures consistent with CDC guidelines on public modes of transportation and at ports of entry to the United States.

- **Sec. 2**. Immediate Action to Require Mask-Wearing on Certain Domestic Modes of Transportation.
- (a) Mask Requirement. The Secretary of Labor, the Secretary of Health and Human Services (HHS), the Secretary of Transportation (including through the Administrator of the Federal Aviation Administration (FAA)), the Secretary of Homeland Security (including through the Administrator of the Transportation Security Administration (TSA) and the Commandant of the United States Coast Guard), and the heads of any other executive departments and agencies (agencies) that have relevant regulatory authority (heads of agencies) shall immediately take action, to the extent appropriate and consistent with applicable law, to require masks to be worn in compliance with CDC guidelines in or on:
 - (i) airports;
 - (ii) commercial aircraft;
 - (iii) trains;
 - (iv) public maritime vessels, including ferries;
 - (v) intercity bus services; and
 - (vi) all forms of public transportation as defined in section 5302 of title 49, United States Code.
- (b) *Consultation*. In implementing this section, the heads of agencies shall consult, as appropriate, with interested parties, including State, local, Tribal, and territorial officials; industry and union representatives from the transportation sector; and consumer representatives.
- (c) Exceptions. The heads of agencies may make categorical or case-by-case exceptions to policies developed under this section, consistent with applicable law, to the extent that doing so is necessary or required by law. If the heads of agencies do make exceptions, they shall require alternative and appropriate safeguards, and shall document all exceptions in writing.
- (d) Preemption. To the extent permitted by applicable law, the heads of agencies shall ensure that any action taken to implement this section

- does not preempt State, local, Tribal, and territorial laws or rules imposing public health measures that are more protective of public health than those required by the heads of agencies.
- (e) Coordination. The Coordinator of the COVID-19 Response and Counselor to the President (COVID-19 Response Coordinator) shall coordinate the implementation of this section. The heads of agencies shall update the COVID-19 Response Coordinator on their progress in implementing this section, including any categorical exceptions established under subsection (c) of this section, within 7 days of the date of this order and regularly thereafter. The heads of agencies are encouraged to bring to the attention of the COVID-19 Response Coordinator any questions regarding the scope or implementation of this section.
- **Sec. 3**. Action to Implement Additional Public Health Measures for Domestic Travel.
- (a) Recommendations. The Secretary of Transportation (including through the Administrator of the FAA) and the Secretary of Homeland Security (including through the Administrator of the TSA and the Commandant of the Coast Guard), in consultation with the Director of CDC, shall promptly provide to the COVID–19 Response Coordinator recommendations concerning how their respective agencies may impose additional public health measures for domestic travel.
- (b) Consultation. In implementing this section, the Secretary of Transportation and the Secretary of Homeland Security shall engage with interested parties, including State, local, Tribal, and territorial officials; industry and union representatives from the transportation sector; and consumer representatives
- **Sec. 4.** Support for State, Local, Tribal, and Territorial Authorities. The COVID–19 Response Coordinator, in coordination with the Secretary of Transportation and the heads of any other relevant agencies, shall promptly identify and inform agencies of options to incentivize, support, and encourage widespread mask-wearing and physical distancing on public modes of transportation, consistent with CDC guidelines and applicable law.

Sec. 5. International Travel.

- (a) *Policy*. It is the policy of my Administration that, to the extent feasible, travelers seeking to enter the United States from a foreign country shall be:
 - (i) required to produce proof of a recent negative COVID-19 test prior to entry; and
 - (ii) required to comply with other applicable CDC guidelines concerning international travel, including recommended periods of self-quarantine or self-isolation after entry into the United States.
 - (b) Air Travel.
 - (i) The Secretary of HHS, including through the Director of CDC, and in coordination with the Secretary of Transportation (including through the Administrator of the FAA) and the Secretary of Homeland Security (including through the Administrator of the TSA), shall, within 14 days of the date of this order, assess the CDC order of January 12, 2021, regarding the requirement of a negative COVID–19 test result for airline passengers traveling into the United States, in light of subsection (a) of this section. Based on such assessment, the Secretary of HHS and the Secretary of Homeland Security shall take any further appropriate regulatory action, to the extent feasible and consistent with CDC guidelines and applicable law. Such assessment and regulatory action shall include consideration of:
 - (A) the timing and types of COVID-19 tests that should satisfy the negative test requirement, including consideration of additional testing immediately prior to departure;
 - (B) the proof of test results that travelers should be required to provide;

- (C) the feasibility of implementing alternative and sufficiently protective public health measures, such as testing, self-quarantine, and self-isolation on arrival, for travelers entering the United States from countries where COVID–19 tests are inaccessible, particularly where such inaccessibility of tests would affect the ability of United States citizens and lawful permanent residents to return to the United States; and
 - (D) measures to prevent fraud.
- (ii) The Secretary of HHS, in coordination with the Secretary of Transportation (including through the Administrator of the FAA) and the Secretary of Homeland Security (including through the Administrator of the TSA), shall promptly provide to the President, through the COVID–19 Response Coordinator, a plan for how the Secretary and other Federal Government actors could implement the policy stated in subsection (a) of this section with respect to CDC-recommended periods of self-quarantine or self-isolation after a flight to the United States from a foreign country, as he deems appropriate and consistent with applicable law. The plan shall identify agencies' tools and mechanisms to assist travelers in complying with such policy.
- (iii) The Secretary of State, in consultation with the Secretary of HHS (including through the Director of CDC), the Secretary of Transportation (including through the Administrator of the FAA), and the Secretary of Homeland Security, shall seek to consult with foreign governments, the World Health Organization, the International Civil Aviation Organization, the International Air Transport Association, and any other relevant stakeholders to establish guidelines for public health measures associated with safe international travel, including on aircraft and at ports of entry. Any such guidelines should address quarantine, testing, COVID—19 vaccination, follow-up testing and symptom-monitoring, air filtration requirements, environmental decontamination standards, and contact tracing.
- (c) Land Travel. The Secretary of State, in consultation with the Secretary of HHS, the Secretary of Transportation, the Secretary of Homeland Security, and the Director of CDC, shall immediately commence diplomatic outreach to the governments of Canada and Mexico regarding public health protocols for land ports of entry. Based on this diplomatic engagement, within 14 days of the date of this order, the Secretary of HHS (including through the Director of CDC), the Secretary of Transportation, and the Secretary of Homeland Security shall submit to the President a plan to implement appropriate public health measures at land ports of entry. The plan should implement CDC guidelines, consistent with applicable law, and take into account the operational considerations relevant to the different populations who enter the United States by land.
- (d) Sea Travel. The Secretary of Homeland Security, through the Commandant of the Coast Guard and in consultation with the Secretary of HHS and the Director of CDC, shall, within 14 days of the date of this order, submit to the President a plan to implement appropriate public health measures at sea ports. The plan should implement CDC guidelines, consistent with applicable law, and take into account operational considerations.
- (e) International Certificates of Vaccination or Prophylaxis. Consistent with applicable law, the Secretary of State, the Secretary of HHS, and the Secretary of Homeland Security (including through the Administrator of the TSA), in coordination with any relevant international organizations, shall assess the feasibility of linking COVID–19 vaccination to International Certificates of Vaccination or Prophylaxis (ICVP) and producing electronic versions of ICVPs.
- (f) Coordination. The COVID-19 Response Coordinator, in consultation with the Assistant to the President for National Security Affairs and the Assistant to the President for Domestic Policy, shall coordinate the implementation of this section. The Secretary of State, the Secretary of HHS, the Secretary of Transportation, and the Secretary of Homeland Security shall

update the COVID–19 Response Coordinator on their progress in implementing this section within 7 days of the date of this order and regularly thereafter. The heads of all agencies are encouraged to bring to the attention of the COVID–19 Response Coordinator any questions regarding the scope or implementation of this section.

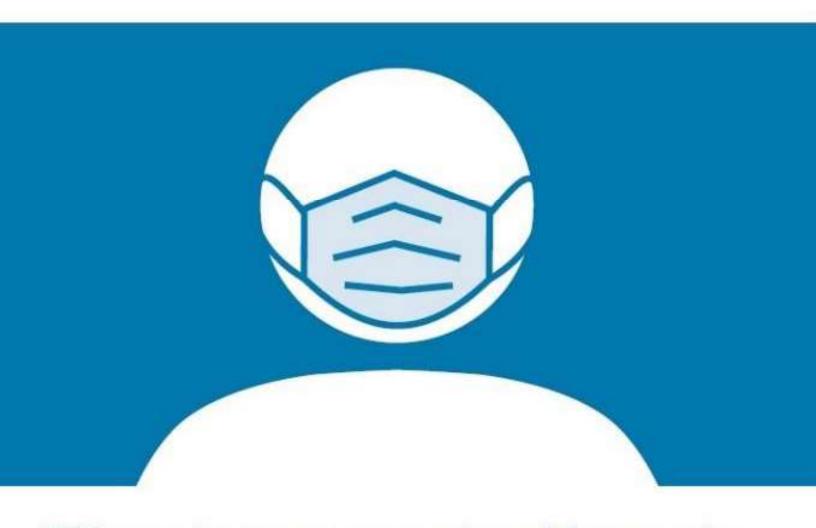
- **Sec. 6**. *General Provisions*. (a) Nothing in this order shall be construed to impair or otherwise affect:
 - (i) the authority granted by law to an executive department or agency, or the head thereof; or
 - (ii) the functions of the Director of the Office of Management and Budget relating to budgetary, administrative, or legislative proposals.
- (b) This order shall be implemented consistent with applicable law and subject to the availability of appropriations.
- (c) This order is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

R. Bedar. Ja

THE WHITE HOUSE, January 21, 2021.

[FR Doc. 2021–01859 Filed 1–25–21; 11:15 am] Billing code 3295–F1–P

Face masks required.



TSA requires proper wearing of face masks, per federal law. Face masks are to be worn at all times. Failure to comply will result in denial of entry to the screening area, and may result in penalties.



CERTIFICATION OF COMPLIANCE

For American Rescue Plan Act (ARPA) funded expenses, each airport Sponsor must comply with the below requirement. Sponsors are required by signature of this certification to comply with this additional requirement under Condition 23 of the FAA ARPA agreement.

Face Coverings Policy: The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) guidelines and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the Airport property, except to the extent exempted under those requirements. This special condition requires the airport Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel, is no longer effective.

In lieu of requiring a face-covering (mask) policy be forwarded to NCDOT-Division of Aviation, monitoring for compliance to the above stated requirement will be by below written certification of the sponsor. A signed copy PDF should be uploaded into the EBS agreement for NCDOT-Division of Aviation to monitor compliance.

	half of MID-CAROLINA REGIONAL AIRPORT, sion of Aviation during the state fiscal year 2022 and
Authorized Signature for Sponsor	Date



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: 2/11/2022

SUBJECT: State Capital and Infrastructure Fund (SCIF) Grant

The North Carolina General Assembly's Joint Conference Committee Report on the Current Operations Appropriations Act of 2021, Senate Bill 105, November 15, 2021.

provided 5 Million dollars to the Mid-Carolina Regional Airport in State Capital and Infrastructure Funds (SCIF) for capital improvements. There is no local match requirement.

The State Budget Act defines <u>capital improvements</u> as follows, which is cited in the SCIF, 143c-4-3.1(d) Capital improvement. – A term that includes real property acquisition, new construction or rehabilitation of existing facilities, and repairs and renovations over one hundred thousand dollars (\$100,000) in value.

Like all other airport grants the NCDOT Department of Aviation will be responsible for disbursement and administration of the funds. Funding will be received in two blocks 50% before then end of this month (February) and the remaining 50% before the end of June 2022. A timeline was provided by NCDOT.

Accept the SCIF Funding and approve County Manager to sign the sponsor agreement provided by NCDOT.

ATTACHMENTS:

Description	Upload Date	Type
NCDOT Timeline	2/15/2022	Cover Memo
Senate Bill 105 page 645	2/11/2022	Exhibit

Steps With "Ideal" Timeline for Receiving Grant Funds

	F	223	2022 T U		rv	
Sun			Wed		•	
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

By Feb. 11	NCDOT issues notification of funding letter and Request for Aid (RFA) application in EBS				
By Feb. 15	Sponsor submits RFA application with three documents:				
	AV-106				
	 Conflict of Interest policy 				
	 Sworn statement of no overdue tax debts 				
Feb. 17	NCDOT issues unsigned agreement to airport				
Feb. 18	Sponsor signs agreement				
Feb. 21	NCDOT executes agreement (EBS notifies airport)				
By Feb. 22	Sponsor submits claim ("new Reimbursement")				
By Feb. 25	NCDOT issues 50% payment of FY 22 funds				
June 1-15	Sponsor submits claim ("new Reimbursement")				
By June 30	NCDOT issues 50% payment of FY 22 funds				
TBD	FY 23 payment dates for Smith Revnolds				

North Carolina General Assembly

Joint Conference Committee Report on the Current Operations Appropriations Act of 2021

Senate Bill 105 November 15, 2021

PAGE 645

Co	Conference Report on the Base, Capital and Expansion Budget			FY 2021-22	FY 2022-23	
96	Mid-Carolina Regional Airport Provides funding to the Department of Transportation for capital improvements at Mid-Carolina Regional Airport.	Requirements Less: Receipts Net Change FTE	\$ \$_ \$	5,000,000NR - 5,000,000	\$ \$ \$	-
97	Mt. Airy/Surry County Airport Provides funding to the Department of Transportation for capital improvements at Mount Airy/Surry County airport.	Requirements Less: Receipts Net Change FTE	\$ \$_ \$	2,900,000NR - 2,900,000	\$ \$ \$	-
98	Person County Airport Provides funding to the Department of Transportation for capital improvements at Person County Airport.	Requirements Less: Receipts Net Change FTE	\$ \$ \$	12,000,000NR - 12,000,000	\$ \$ \$	
99	Piedmont Triad International Airport Provides funding to the Department of Transportation for capital improvements at Piedmont Triad International Airport.	Requirements Less: Receipts Net Change FTE	\$ \$ \$	10,000,000NR - 10,000,000	\$ \$ \$	-
100	Pitt County Airport Provides funding to the Department of Transportation for capital improvements at Pitt County Airport.	Requirements Less: Receipts Net Change FTE	\$ \$ \$	2,061,494NR - 2,061,494 -	\$ \$ \$	
101	Raleigh Executive Jetport at Sanford-Lee County Provides funding to the Department of Transportation for capital improvements at Raleigh Executive Jetport at Sanford-Lee County.	Requirements Less: Receipts Net Change FTE	\$ \$ \$	9,000,000NR - 9,000,000	\$ \$ \$	
102	Rockingham County - Shiloh Airport Provides funding to the Department of Transportation for capital improvements at Rockingham County-Shiloh Airport.	Requirements Less: Receipts Net Change FTE	\$ \$ \$	7,000,000NR - 7,000,000	\$ \$ \$	-
103	Smith Reynolds Airport Provides funding to the Department of Transportation for capital improvements at Smith Reynolds Airport.	Requirements Less: Receipts Net Change FTE	\$ \$_ \$	11,500,000NR - 11,500,000	\$ 11,50 \$ 11,50	0,000NR - 0,000
104	Statesville Regional Airport Provides funding to the Department of Transportation for capital improvements at Statesville Regional Airport.	Requirements Less: Receipts Net Change FTE	\$ \$_ \$	500,000NR - 500,000	\$ \$ \$	
108	Tri-County Airport Provides funding to the Department of Transportation for capital improvements at Tri-County Airport.	Requirements Less: Receipts Net Change FTE	\$ \$_ \$	400,000NR - 400,000	\$ \$ \$	-



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: 2/11/2022

SUBJECT: RTS Voluntary Fleet Reduction

RTS currently has two 28ft Light Transit Vehicles in the fleet that were utilized for Rowan Express. The Rowan Express was eliminated on July 1, 2021. Due to their size, these vehicles are not effective for the paratransit door-to-door service we provide and require the driver to hold a CDL. These vehicles lack multiple wheelchair positions and therefore cannot be utilized for routes on a daily basis. Additionally, these vehicles are still part of the fleet and RTS is required to perform DOT annual inspections, follow the routine maintenance schedule and maintain insurance, even though they are not in service.

With the current chip shortage, transit systems across NC are struggling to obtain vehicles and another system could benefit from them. NCDOT/FTA will assist RTS in the transfer of the vehicles to another qualified system - no funds would be exchanged.

Approve RTS to voluntarily reduce fleet size to 26 vehicles by removing the 28ft buses from inventory.



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

MEMO TO COMMISSIONERS:

FROM: Ed Muire, Planning Director

DATE: February 11, 2022

SUBJECT: HOME-ARP [Approve Submission of Action Plan]

UPDATE

At its November 1, 2021 meeting, Staff advised the Commission of potential HOME-ARP funding that was to be made available to the Cabarrus, Iredell, Rowan HOME Consortium thru HUD; reference Attachment 1. The County's anticipated HOME-ARP funding is \$738,812 and \$58,670 for administration; there is no requirement for matching funds from the County.

Eligible HOME-ARP activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and, (4) acquisition and development of non-congregate housing.

Based on results from the Consortium's on-line survey, seventy-five (75) of the one hundred and seven (107) Rowan County respondents felt that non-congregate housing was a need in the community. As such, Staff has prepared the HOME-ARP Action Plan to prioritize this need (reference Attachment 2), along with the ability to fund tenant based rental assistance and other support services.

WHAT'S NEXT?

Concord will consolidate applications from the Consortium members that wish to participate in HOME-ARP and submit to HUD for review. If funding is awarded, the Consortium will notify the members and the respective programs will need to be established. The tentative deadline for spending the funds is September 30, 2030.

STAFF RECOMMENDATION

- Authorize the County Manager to sign the HOME-ARP Action Plan
- Staff submit the County's HOME-ARP application to Concord

ATTACHMENTS:

Description Upload Date Type

Attachment 1: 11.1.21 Staff Memo RE: 2/11/2022 Backup Material HOME-ARP

Attachment 2: Rowan County HOME-ARP Application 2/11/2022 Backup Material

10/28/21, 4:00 PM Coversheet

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 25, 2021

SUBJECT: HOME - ARP [Request to Participate]

BACKGROUND

The City of Concord has advised Rowan County and other HOME Consortium members that HUD will be releasing funding for the HOME-ARP which is designed to address homelessness assistance and supportive services. These funds must be used to primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations.

The four (4) eligible activities include: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units.

ARP defines qualifying individuals or families as those that are (1) homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11302(a)) ("McKinney-Vento"); (2) at risk of homelessness, as defined in section 401 of McKinney-Vento; (3) fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; (4) part of other populations where providing supportive services or assistance would prevent a family's homelessness or would serve those with the greatest risk of housing instability; or (5) veterans and families that include a veteran family member that meet the criteria in one of (1)-(4) above.

The anticipated amount the HOME Consortium will receive is over four (4) million dollars and funds will be disbursed based on the same formula that determines the annual HOME project and administration allocations. The Consortium projects that Rowan County may receive up \$700,000 and \$58,000 in administrative costs. This program does not require matching funds or cost participation by the County. The program funds will expire September 30, 2030.

STAFF RECOMMENDATION

Concord has requested a response from HOME Consortium members as to their interest in participating in this program. Although specifics regarding an application and process have not been finalized, Staff recommends Planning Staff be authorized to respond that Rowan County is interested in participating.

This response does not commit Rowan County to participating or funding obligations, rather it preserves the County's ability to participate as the process evolves.

BOARD ACTION

 Authorize Planning Staff to respond to the HOME Consortium (City of Concord) that Rowan County is interested in participating in the HOME - ARP

CABARRUS-IREDELL-ROWAN HOME CONSORTIUM

HOME-ARP FUNDING ACTION PLAN



APPLICATIONS DUE FEBRUARY 11, 2022

Submit application to:

City of Concord
Attn: Pepper Bego
Planning & Neighborhood Development Department
P.O. Box 308
Concord, NC 28026
704-920-5133
begop@concordnc.gov

ACTION PLAN INFORMATION

HOME Consortium Member:	Rowan County, NC	
PR	OJECT/ACTIVITY DESCRIPTION	
Project/Program Title:	Rowan County, NC HOME-ARP Funding	
Project/Program Location:	Rowan County, NC	
I (a) Type of Activity (check <u>one</u>)		
Development and Support of Affordable Housing		
Tenant Base Rental Vouchers (TBRV)		
Support Services (Non-Profits)		
X Acquisition and Development of Non-Congregate Housing		

II (b) Project Description. Please provide a <u>detailed narrative description</u> of the project below (or on an attached page), addressing all of the following questions. Please check each box below to show that you have addressed the question, and insert information directly in blank space below question. Where the question is not applicable or no information is available, insert N/A.

Over 75% of Rowan County respondents that participated in the Consortium's online HOME-ARP survey indicated this community needed more non-congregate housing. In support of this need, Rowan County will prioritize use of its HOME-ARP funds to establish a program with allowable administrative funds to solicit and evaluate applications for proposals that create non-congregate housing and fund a project(s) that supports veterans, homeless or those at-risk of homelessness through the acquisition, rehabilitation, or construction of non-congregate housing. Program funding for this initiative may be used for development hard costs and related soft costs.

As the aforementioned survey also identified that qualifying households in the community cannot afford housing and housing related costs such as rental assistance, the County will allocate a portion of its funds in support of tenant based rental assistance. Rowan County intends to solicit applications seeking a provider to administer and distribute these funds. Priority may be given to a

provider(s) that demonstrates their current or proposed program is able to incorporate support services for homeless prevention and housing counseling services.

PROJECT BUDGET AND FUNDING

III (a) Budget

Show \underline{all} funding sources for the project or projects you plan to undertake. Be sure to include program income.

Project Activities: HOME -ARP

•	Create and Develop Non-Congregate Housing -	\$554, 109
•	Tenant Based Rental Assistance and Support Services -	\$184,703
•	General Program Administration -	\$58,670

TOTAL HOME-ARP Funds \$797, 482

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Are any of the Board Members or employees of the agency which will be carrying out this project, or members of their immediate families, or their business associates:					
 a) Employees of or closely related to employees of your agency or the member government through which this application is made: 	YES NO <u>X</u>				
b) Members of or closely related to members of City Council or Commission of the member government through which this action plan is made:	YES NO <u>X</u>				
c) Current beneficiaries of the program for which funds are requested:	YES NO _X				
d) Paid providers of goods or services to the program or having other financial interest in the program:	YES NO _X				
If you have answered YES to any question, please attach a full explanation . The existence of a potential conflict of interest does not necessarily make the project ineligible for funding, but the existence of an undisclosed conflict may result in the termination of any grant awarded.					
To the best of my knowledge and belief all data in this application are true and current. The document has been duly authorized by the governing board of the applicant.					
Signature:					
Certifying Official	Date				
Signature of Certifying Official	Date				



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

MEMO TO COMMISSIONERS:

FROM: Don Bringle DATE: 2/21/2022

SUBJECT: SCIF Grant Funding \$500,000

State Capital Infrastructure Funds of \$500,000 were made available for Rowan County Government through Session Law 2021-180, Senate Bill 105. The monies will be used to replace a 30 plus year old roof at Facilities located on 425 Airport Road for Capital Improvement. County funds of approximately \$275,000 will be added to the grant funds to complete the project.

Request that County Manager be authorized to sign the grant agreement to receive the funds and that County Manager be authorized to sign and execute all documents in reference to SCIF grant and report progress as required by grant.

ATTACHMENTS:

DescriptionUpload DateTypeSCIF Grant Funding \$500,0002/11/2022Cover Memo

Conference Report on the Base, Capital and Expansion Budget		FY 2021-22	FY 2022-23
638 Pitt County	Requirements \$	375,000NR	\$
Provides a grant to Pitt County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	375,000 -	\$
639 Randolph County	Requirements \$	400,000NR	\$ -
Provides a grant to Randolph County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	400,000	\$ <u>-</u> \$ -
640 Robeson County	Requirements \$	550,000NR	\$ -
Provides a grant to Robeson County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	550,000 -	\$ \$
641 Rockingham County	Requirements \$	250,000NR	\$ -
Provides a grant to Rockingham County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	250,000 -	\$ \$
642 Rowan County	Requirements \$	500,000NR	\$ -
Provides a grant to Rowan County for capital improvements	Less: Receipts \$	<u> </u>	\$
as directed in the related bill text provision.	Net Change \$ FTE	500,000	\$ -
643 Sampson County	Requirements \$	1,100,000NR	\$ -
Provides a grant to Sampson County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	1,100,000	\$
644 Scotland County	Requirements \$	550,000NR	\$ -
Provides a grant to Scotland County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	<u>-</u> 550,000 -	\$ <u>-</u> \$ -
645 Southwestern Commission	Requirements \$	1,000,000NR	\$ -
Provides a grant to the Southwestern North Carolina Planning and Economic Development Commission for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	1,000,000	\$ \$
646 Stanly County	Requirements \$	500,000NR	\$ -
Provides a grant to Stanly County for capital improvements as	Less: Receipts \$	<u>-</u>	\$
directed in the related bill text provision.	Net Change \$ FTE	500,000	\$ - -
647 Stokes County	Requirements \$	250,000NR	\$ -
Provides a grant to Stokes County for capital improvements as directed in the related bill text provision.	Less: Receipts \$	250,000	\$
	Net Change \$ FTE	250,000	\$ - -
648 Surry County	Requirements \$	362,500NR	\$ e
Provides a grant to Surry County for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$ FTE	362,500 -	\$
649 Town of Belville	Requirements \$	1,200,000NR	\$ -
Provides a grant to the Town of Belville for capital improvements as directed in the related bill text provision.	Less: Receipts \$ Net Change \$	1,200,000	\$
	FTE	-	-



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

MEMO TO COMMISSIONERS:

FROM: Scott Shelton, Vice President, Rowan EDC

DATE: February 11, 2022

SUBJECT: Subordination Letter Request - Eastern Fence Grant

In 2020, Rowan County was awarded a \$400,000 loan through the State of North Carolina's Rural Building Reuse Program to help facilitate Eastern Fence's establishment of a new manufacturing facility in the County. This loan was secured with a Deed of Trust and converts to a grant if Eastern Fence's satisfies the State's job creation requirements.

Eastern Fence is leasing its facility at 7401 Statesville Boulevard from Salisbury Investments I, LLC. The building's owners are in the process of selling the facility to another party and would like to have the Deed of Trust removed prior to closing.

Eastern Fence has met its job creation requirements, but it is unlikely that the State will issue the grant certification documents in time for the scheduled closing on February 25th. Because of this, the building's owners have asked the County to agree to subordinate the Deed of Trust to any new financing.

ATTACHMENTS:

Description	Upload Date	Туре
Email from County Attorney (explanation)	2/11/2022	Cover Memo
Subordination Letter	2/11/2022	Cover Memo
Satisfaction - Deed of Trust	2/11/2022	Cover Memo

Scott Shelton

From: Dees, Jay <Jay.Dees@rowancountync.gov>
Sent: Wednesday, February 9, 2022 1:48 PM
To: Scott Shelton; Edds, Greg; Barger, Carolyn M

Subject: RE: Eastern Fence - deed of trust

Attachments: Subordination Letter (2-9-2022).pdf; Satisfaction Deed of Trust Salisbury Investments I,

LLC.pdf

Scott and Greg,

Attached please find (1) Subordination Letter requested per Scott's emails, and (2) Satisfaction Form. Salisbury Investments I, LLC is the owner of the project in which Eastern Wholesale Fence, LLC is the Tenant. Per Scott's emails and phone conversations, the Tenant has met the performance conditions (jobs) so the \$400,000.00 loan will convert to a grant and be forgiven and we can cancel/satisfy the Deed of Trust recorded to secure the loan/grant.

The Owner is evidently selling the property and the State cannot get the certification documents in time for closing so we are being asked to agree to subordinate the Deed of Trust to any new financing. The closing attorney will draft the Subordination Agreement at the appropriate time, but they want some assurance that the County will execute it. The letter is intended to give them that assurance in advance of the Closing.

I am also including the form Satisfaction that can be approved "subject to receiving confirmation from the State of North Carolina that the performance conditions have been met".

Suggested action: Move to approve (1) subordinating the Deed of Trust recorded in Deed Book 1384 at Page 166 to any new financing, and (2) approve the letter and authorize the Chairman to sign it and any subsequent Subordination Agreement deliver both to Salisbury Investments I, LLC, and (2) authorize the Finance Director to sign and record the Satisfaction upon receipt of confirmation from the State of North Carolina that the Tenant has met all performance conditions of the Grant Agreement.

This action will cover everything we need to close out this project and cancel the Deed of Trust to clear the title for a new purchaser.

Scott, if you will upload these for agenda review together with my email, then Greg can make sure it is on the February 21 BOC meeting.

Respectfully,

Jay

John W. Dees, II County Attorney Rowan County 130 West Innes Street Salisbury, NC 28144 Jay.dees@rowancountync.gov 704.216.8198 voice 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

February 21, 2022

Salisbury Investments I, LLC

5320 Old Pineville Road

Charlotte, NC 28217

RE: Subordination of Deed of Trust

Please accept this letter as confirmation of Rowan County Board of Commissioner (the "Board") approval at the Board's regular meeting on February 21, 2022 to subordinate its Deed of Trust, recorded in Deed Book 1384 at Page 166 on September 15, 2021, to any new development loans for Salisbury Investments I, LLC or its successor(s) in interest by way of assumption or sale. This Deed of Trust secures a Loan in the amount of \$400,000.00 that converts to a grant upon the performance of the Grant Agreement conditions. The Maturity Date is December 10, 2022 if not sooner paid or satisfied by the performance conditions.

It is the Board's understanding that the Tenant, Eastern Wholesale Fence, LLC has met the employment and/or performance conditions of the State of North Carolina grant, and that the Loan shall convert to a Grant and be forgiven under the terms of the Grant Agreement. However, Salisbury Investments I, LLC is waiting for final confirmation documents to be delivered by the State of North Carolina (the "State") and has requested this letter to facilitate its current needs.

Upon receipt of such confirmation from the State that the performance conditions of the Grant Agreement have been met, it is the intent of this Board to cancel said Deed of Trust and clear the title of such encumbrance.

Respectfully,		
Gregory C. Edds, Chairman		

CC: Scott Shelton, Rowan EDC

SATISFACTION OF SECURITY INSTRUMENT BY SECURED CREDITOR [N.C.G.S. 45-36.10; N.C.G.S. 45-37(a)(7)]

The undersigned is now the Secured Creditor in the Security Instrument identified as follows:

Type of security instrument: North Carolina Deed	of Trust
	ecurity instrument, such as deed of trust or mortgage]
Original Grantor(s): Salisbury Investments I, LLC	
[Identify ori	iginal grantor(s), trustor(s), or mortgagor(s)]
Original Secured Parties: The County of Rowan, A	·
[Identify the original beneficiar	ies, mortgagees, or secured parties in the Security Instrument]
	ded in Book <u>1284</u> at Page <u>279,</u> and subordinated in Book
at Page in the Office of the	Register of Deeds for Rowan County, North Carolina.
This satisfaction terminates the effectiveness of the Se	ecurity Instrument.
Date:	
	Rowan County, North Carolina, a body politic
	By: James Howden, Finance Director
	James Howden, Finance Director

State of North Carolina - County of Rowan	
came before me this day and acknowledged that he is the	nd State aforesaid, certify that James Howden personally ne Finance Director of Rowan County, North Carolina, a body the County, the foregoing instrument was signed in its name
Witness my hand and Notarial stamp or seal, this	s day of, 2022.
My Commission expires:	Notary Public
	Printed or Typed Name of Notary Public:

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

DATE: 2/13/21

SUBJECT: Contract with Vector Fleet Management, LLC

At the January 3rd Board of Commissioners meeting the Board approve the award of fleet maintenance to Vector Fleet Management, LLC. County and Vector Staff met to discuss expectation and possible start date. Purchasing then worked with County Attorney, and Vector to prepare the attached contract. The contract is for 5 years with the option of renewing for an additional 2 years. The contract will start on April 1, 2022. The contract includes the target pricing for the first 3 years. Target cost are explained in the RFP (attached). Non-target cost will be over and above this contract price. The target cost for Year 1 \$662,340.01 Year 2 \$678,898.51 and Year 3 \$695870.98 with a three-year total target cost of \$2,037,109.51.

Attached is the proposed contract with Vector including the RFP, addenda, response, best and final offer and Budget Amendment for April – June FY22 cost.

Purchasing Director recommends that the Board of Commissioners authorize the County Manager to sign a contract for fleet maintenance to Vector Fleet Management, LLC with a three-year target cost not to exceed \$2,037,109.51.

AND

Approve Budget Amendment for FY22.

ATTACHMENTS:

Description	Upload Date	Туре
budget amendment	2/13/2022	Cover Memo
Vector Contract	2/25/2022	Cover Memo

ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: COUNTY MANAGER

EXPLANATION IN DETAIL:

Requesting a transfer of funds to cover rest of year expenditures (3 months) associated with bringing a fleet company on board to manager Rowan

County's fleet of vehicles.

Pre	pared	by	<i>/</i> :

JHOWDEN

Date:

2/11/2022

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
CONTRACTED SERVICES	E	1154136-533001	200,000	
FUND BALANCE - UNRESTRICTED	R	1143390-495000	200,000	
	-			
	-			
	+			
	-			
	1-			
			7/	
			1	
	-			
184				
DESCRIPTION				
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:X		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date:02/11/2022		Date:	Posted By:	
Signature: AARON CHURCH		Signature:		
PARON CHORCH			Date Posted:	





Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high:

Answer- Aside from reduction to a part-time clerk/admin, we are also able to remove parts from transit vehicles no longer being in scope.

Vector Fleet Management lowered the annual cost by the following:

- Year 1- Reduced by (\$61,005.91)
- Year 2- Reduced by (\$62,531.05)
- Year 3-Reduced by (\$64,094.32)
- 3-Year Total Reduction- (\$187,631.28)
- Parts Cost Reduced by (\$34,424)
- Reduced Parts Markup (1.5%)
- Total VEU Count Reduced by (466.8)

Reduction of our Non-Target parts mark-up from our proposed amount of 10% to 8.5%.

			DIX D CO	OST PROPOS	AL FORMS					
				TARGE	T COST PROPOS	AL				
				Vendor: Vec	or Fleet Manag	eme	ent			
	Hear			14.72	Year One		Year Two	18.7	Year Three	3 Yr Total
Wages and Salari	Pirkyur 66	2,340.	6							
		12.	= nistrative	\$	70,351	\$	72,109	\$	73,912	\$ 216,37
	morth 55:1	05.000	*	\$ \$	130,651	\$	133,917	\$	137,265	\$ 401,83
	War 221	90-000	-11		-	\$	(=)	\$	-	\$ -
				\$	2	\$	2	\$	_	\$ -
	55 - 1	95.000	X	\$	201,002	\$	206,027	\$	211,177	\$ 618,20
ringe Benefits		3 •	=							
	Apr-June 165.5	85.000	* iistrative	\$	30,150	\$	30,904	\$	31,677	\$ 92,73
	MA	0 2 0 0 0		\$	55,993	\$	57,393	\$	58,828	\$ 172,214
				\$		\$	-	\$	-	\$ (5)
	165.5	85 0000	4	\$	-	\$	-	\$	-	\$ -
	165.5 starte 17.2	50.000	+	\$	86,144	\$	88,297	\$	90,505	\$ 264,945
Parts& Supplies	002			\$	207,576	\$	212,765	\$	218,085	\$ 638,426
Subcontractor Sen	182,8	35.000	*	\$	40,000	\$	41,000	\$	42,025	\$ 123,025
Overhead	182 - 8	35.000	+	\$	77,943	\$	79,892	\$	81,889	\$ 239,724
Corp.& Admin. Fee	Unknown 17, 1	65.000	+	\$	49,676	\$	50,918	\$	52,191	\$ 152,785
	002			\$	662,340.01	\$	678,898.51	\$	695,870.98	\$ 2,037,109.51
Notes:	200 - 0	00.000	Ж							
1. Provide			age, as	required.						
	changes ironi year-to-ye	ear on a separa	•							
	number or personnel in				s and fringe be	enei	fits			
Mana	agement and Administrative		1.5							
Parts	nanics [s Personnel r Personnel	17.552	2.5	-						



Question 3 Cont'd:

Answer- Vector Fleet Management was able to lower several cost components once the Transit vehicles were removed.

- Annual associated cost reduced by (\$27,453)
- Regular Time Labor rate reduced by (\$6.27/hour)

	NON TARGET CO	ST PROPOSAL		
Total Target Cost for Year 1	\$676.142			
Number of mechanics (does not have to be a whole number)	2.5			
Expected annual direct labor hours per mechanic (for example, 1500)	1750			
Total labor hours	4375	calculation		
% of business activity expected to be associated with shop labor (i.e. not parts, fuel, or subcontractors)	45%			
Annual associated cost (% x target budget)	\$304,264	calculation		
Regular time labor rate	\$69.55	calculation	4	See Proposal narrative
% of business activity expected to be associated with parts management	10%			p
Annual associated cost (% x target budget)	\$67,614	calculation		
Estimated annual parts cost (based on target budget, VEUs and contractor experience)	\$207,576	34,44,44		
Estimated markup on parts	8.5%	calculation		
% of business activity expected to be associated with management of subcontracted services	12%			
Annual associated cost (% x target budget)	\$81,137	calculation		
Estimated annual cost of subcontractor services (based on target budget, VEUs and contractor experience)	\$68,000			
Estimated markup on subcontracted services	5%	calculation		
% of business activity expected to be associated with fuel management services	3%			
Annual associated cost (% x target budget)	\$16,904	calculation		
Estimated annual fuel cost (based on County's 2022 budget)	\$1,727,197			
Estimated markup on fuel services	1.0%	calculation	4	See Proposal narrative
% of business activity expected to be associated with fleet management services	30%	Surgaration		Joe i Toposai namative
Annual associated cost (% x target budget)	\$202.843	calculation		
Total VEUs (from Fleet List tab)	687.20	Calculation		
Estimated annual fleet management fee per VEU	\$295.17	calculation		See Proposal narrative
			ank of 9(a)	See Floposal hallauve
and the second s	100%	calculation (ch	eck of %s)	See Proposal Hallan
Item Description	TRANSITION COST	T PROPOSAL		
Staff training/payroll prior to contract star	t \$10,500.00			
Safety materials	\$2,000.00	-		
Corporate travel for shop set-up/training	\$4,750.00	-		
outpotate travel to study set-up training	44,750.00			
Total	\$17,250,00	¬		
100	\$11,230.00			

ROWAN COUNTY AGREEMENT FOR SERVICES NORTH CAROLINA

This Agreement is made and entered into between Rowan County, North Carolina ("County") and **Vector Fleet Management**, **LLC**. ("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>Limitation of Damages</u>. In no event will Contractor or its directors, officers, employees, attorneys, agents, assigns or successors-in-interest be liable to County for any indirect, special, incidental, punitive, exemplary or consequential damages of any kind whatsoever even if advised of the possibilities of such damages.
- Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon sixty (60) days' written notice to the Provider. Sixty 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 nonappropriation 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. During the term of this Agreement and for a period of ninety (90) days following its termination, County shall not, without the prior written consent of Provider, employ or hire, or solicit for employment, any employee of Provider until a period of 60 days has expired following termination of such employee's employment with Provider. County acknowledges and agrees that any solicitation or solicitation attempts of Provider employees is likely to cause Provider irreparable harm for which monetary damages may not be an appropriate or sufficient remedy.

County shall purchase all non-obsolete parts inventory from Provider at cost at the time this Agreement is terminated.

Within 15 days of the termination of this Agreement, Provider and County shall undertake a closing inventory of all parts and supplies, which shall establish the value of the usable inventory based on Providers acquisition cost. Obsolete inventory will not be included in determining inventory value, and disposal of obsolete inventory will be the responsibility of Provider.

10. <u>Termination for Cause</u>. The County reserves the right to terminate this Contract at anytime for cause. The violation of any provision or condition contained in this Contract, or the refusal, failure or inability to carry out any provisions of this contract shall constitute sufficient cause to terminate this Contract for cause. Should the County elect to terminate this contract for cause, the County will notify the Contractor in writing and shall specify the cause for termination and the date that such termination shall be effective. The County will allow the Contractor to remedy any claim within thirty (30) days of the written notification. If a reasonable solution is not reached then immediate dismissals may be executed if deemed necessary by the County.

All costs and charges incurred by the County, together with the costs of completing the work under the contract up to final termination date, shall be deducted from any monies due or which may become due to the Provider. In case the expense so incurred by the County shall be less than the sum which would have been payable under the Contract, if the Contract had been completed by the Provider, then the Provider shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Provider shall be liable and shall pay the County the amount of said excess.

- 11. <u>Termination for Convenience</u>. If the County shall determine that it is in the County's best interest, the County shall notify the Provider to terminate the work within sixty (60) days. In such event, the Provider shall be entitled to compensation for all work properly incurred in terminating the Contract and vacating the County work site. No claim shall be made by the Provider for any loss of anticipated profits because of any alteration, change or termination, or by reason of any variation between the approximate quantities and the quantity of work as done.
- 12. <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.

- 13. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.
- 14. <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.
- 15. <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.
- 16. <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.
- 17. <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.
- 18. <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.
- 19. <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.
- 20. <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.
- 21. <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.
- 22. <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: Aubrey Felton
Title: County Manager	Title: Executive Vice President

EXHIBIT A

CONTRACT SPECIFICATIONS

A. Services To Be Performed By The Provider.

Provider shall provide Fleet Management services as described in RFP 2022-006 including all addenda incorporated herein by reference and providers' response see Attachment A.

B. Term of the Agreement.

The initial term is for five (5) years from the services start date of April 1, 2022, with the option to renew for two (2) more years.

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

Per the Best and Final Offer (BAFO) provided by Provider:

Year 1 Target Cost: \$662,340.01 Year 2 Target Cost: \$678,898.51 Year 3 Target Cost: \$695,870.98

- 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. The Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts when required.
- 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 with County listed as additional insured.

THE COUNTY	THE PROVIDER
AARON CHURCH,	Aubrey Felton
COUNTY MANAGER	Executive Vice President
130 West Innes Street	9300 Harris Corners Parkway, Suite 350
Salisbury, NC 28144	Charlotte, NC 28269
Telephone: 704-216-8180	Telephone: 704-597-2262
1010pnone: , 01 210 0100	1

E.

Contact Information.

These Contract Specifications are effective on the date signed and hereby acknowledged and agreed to by:

THE COUNTY	THE PROVIDER
BY:	BY:
Name: Aaron Church	Name: Aubrey Felton
Title: County Manager	Title: Executive Vice President
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)	



REQUEST FOR PROPOSALS For Fleet Management and Maintenance Services RFP # 2022-006

ROWAN COUNTY

130 West Innes StreetSalisbury, NC 28144

704-216-8180

Date Issued: Thursday September 9, 2021

Preproposal Conference: Thursday September 23, 2021

Deadline for Questions: Friday September 24, 2022

Date Due: Thursday October 21, 2021

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I. INTRODUCTION

AGENCY: Rowan County, NC

PROJECT TITLE: RFP for Fleet Management and Maintenance Services

SERVICES SOLICITED: A vendor to provide comprehensive fleet

management and maintenance services

DEADLINE FOR SUBMISSION: 12 P.M. Thursday, October 21, 2021

II. PURPOSE OF SOLICITATION

a) Objective of This Request For Proposals

The County is seeking proposals from commercial fleet service providers to provide fleet management and fleet maintenance services at the existing County facility. The County's ongoing objective is to improve the performance of its fleet – reduce cost and fleet downtime while improving fleet reliability and functionality – through enhanced fleet maintenance practices. The County desires to enter into an agreement that will provide the best value to the County, and that will form the basis of a partnership between the successful service provider, hereinafter "Contractor," and the County for the achievement of the County's long-term objectives.

- b) Overview Of Fleet Operations In The County
 - i) The County operates a fleet of approximately 325 licensed units, with the bulk of the fleet being cars and light-trucks. However, the fleet also includes some paratransit buses, ambulances, and large trucks. Appendix A provides a listing of the vehicles in the fleet. The Contractor will complete a thorough physical inventory of all vehicles and motor driven equipment within the first 30 days of contract operations. A final list of vehicles subject to target services will be agreed upon by the County and the Contractor including any associated pricing changes as described in a later section of this RFP.
 - ii) Note that only licensed on-road vehicles (cars, pickups, SUVs, law enforcement vehicles, vans, and trucks) will be covered under the target services portion of any contract that may result from this RFP. Services provided to construction, landscape and miscellaneous equipment will be provided on a non-target time and materials basis. However, County departments will not be required to have this equipment serviced by the Contractor and may select instead to have this equipment serviced by commercial providers in the area.
 - iii) While the County owns a small vehicle maintenance shop, most vehicle services are currently being performed by vendors. The budget for vehicle maintenance and repair for 2022 is \$383,000.
 - iv) The County will continue to provide general oversight for the fleet including decisions relating to policy, safety, replacement, usage, disposal, etc. The Contractor will provide technical advice in these areas when requested by the County.

c) Summary Of Fleet Services Contractor Responsibilities

The Contractor will be responsible for providing all the services described in the subsequent sections of this RFP, and in accordance with the standards of performance outlined therein. In summary, the successful Proposer will be responsible to:

Provide all fleet maintenance and repair services to the County's fleet. It is expected that the successful Proposer will use the County-owned facility, or the option of a facility provided by the Contractor, and its own personnel to provide these services in a manner that (1) reduces overall fleet costs, (2) lowers overall fleet downtime, and (3) does not adversely affect the County's ability to provide a high level and quality of services to residents.

- Provide fleet management services such as tracking assets and costs in a Contractor provided fleet management information system, writing technical specifications for new vehicles, vehicle documentation services including tags and titles, coordinating fuel card services, coordinating the asset disposal process, working with insurance and subrogation as part of the accident damage repair process, providing recommendations for improving fleet safety, etc.
- ii) Provide technical assistance and guidance to support the County's fleet management decisions regarding fleet size and composition, fleet policy formulation and capital investments in the fleet and fleet facilities; and
- iii) Provide these services during all County-declared emergencies, such as inclement weather emergencies.

III. IMPORTANT TERMS

a) Definitions

Each service in this RFP is either a "Target" or a "Non-Target" service. These designations have important procedural and financial implications, as described throughout the remainder of this RFP.

i) Target <u>Services</u>

The Contractor will provide all services designated Target services within a single annual fixed ("Target") amount as specified in its proposal. The Contractor will bear all risk associated with exceeding the annual cost Target but will share in any savings.

ii) Non-Target Services

The successful Proposer will provide all services designated as non-Target services on a time and materials basis at rates specified in its proposal. The County and the successful Proposer will cooperate in establishing and managing an annual budget for non-Target services.

The successful Proposer will provide each of the services outlined under the terms of this RFP, and such other allied services may be required to assure the continuity of effective and economical operation of the County's fleet, regardless of their definition as "Target" or "Non-Target" services. The successful Proposer will provide all management services,

supervision, labor, tools, parts, materials, supplies, office equipment, and sub-contractor services required, unless specifically exempted under the terms of this RFP, necessary to provide fleet services in accordance with generally accepted fleet practice, and in accordance with the performance standards specified in this RFP.

iii) Vehicle Equivalent Units

Each class of vehicle and equipment in the fleet will be assigned an appropriate number of Vehicle Equivalent Units (VEU) to define the relative level of maintenance and repair effort the Contractor expects to expend on vehicles and equipment of that class. Appendix A provides a list of County fleet assets with a column available for prospective Contractors to enter a VEU value. This must be done and included as part of the response to the RFP by each respondent. The County recognizes VEU, rather than actual count of units, for several purposes such as pricing changes to fleet size and fleet age as described in later sections of this RFP below. For any classification not identified by VEU, the County will negotiate pricing changes with the Contractor based on historical repair records.

IV. CONTRACT PERIOD

a) Commencement of Operations

The successful Proposer shall commence performance of services under the terms of this RFP within sixty days (60) of contract execution.

b) Term of the Initial Agreement

The term of the initial contract shall be a period of five (5) years from the start work date specified in the contract.

c) Options to Extend the Initial Agreement

- i) The County reserves the right to extend the term of the contract, at its sole discretion but with the concurrence of the successful Proposer, for one (1) one-year periods, or fractions thereof. The County will forward written notice to the successful Proposer at least thirty days (30) prior to the expiration of the initial contract or any extension then in force.
- ii) The total duration of the contract, including the exercise of any options under this provision, shall not exceed seven (7) years, unless agreed to in writing by both parties.

V. TOTAL CONTRACT COST

Any contract resulting from this RFP will have three cost components: Target Cost, Non-Target Cost, and Transition Cost. The Contractor's proposal will contain an itemized cost proposal in the tabular format provided in Appendix D. Described below are the major cost components.

a) Target Cost

Target costs are those costs incurred by the Contractor to provide Target Services, as defined throughout this RFP. The Contractor will develop an annual fixed price cost proposal for the provision of all Target services that is inclusive of all Target costs and

Contractor fees. The County will pay up to the agreed Target amount, but any cost incurred for the provision of Target services exceeding the agreed amount on an annual basis will be borne entirely by the successful Proposer.

The Target Budget for the first three years of the contract will be set by the successful Proposer's cost proposal. Adjustments to the annual Target Budget in following years will be made pursuant to the conduct of the annual meeting between the County and the successful Proposer.

b) Non-Target Costs

- i) Non-Target costs are those costs incurred by the Contractor to provide Non-Target services as defined throughout this RFP. The Contractor will invoice for these services on a time and materials basis.
- ii) Before commencement of services the County will work with the Contractor to develop a fully- burdened labor rate for the various employee classifications in its staffing plan a well as appropriate markups on parts, materials, and sublet services. These markups will be based on the Contractor's Target Services cost proposal (inclusive of an apportioned share of corporate overhead, general and administrative costs, management fees, labor costs, parts costs, anticipated sublet service costs, etc.). This rate will be used to charge Non-Target services to the County and to price all workorders in the Contractor provided fleet management information system so that the County can track lifecycle costs for its fleet.

c) Transition Costs

- i) The transition period is that time between the execution of a contract and completion of the first four months of contract services.
- ii) A successful transition to contract service is essential. This transition is one that provides for the provision of service throughout the transition period that is at least equal to the current level of service provided by the County's existing service providers, and that puts the Contractor in a position to meet all contract specifications after the transition period. The County appreciates the fact that resources in addition to the resources needed to provide Target services may be required to accomplish a successful transition. Consequently, the County requires Contractors to present in their proposals a Transition Plan, which includes the enumeration of resources needed to implement this plan.
- iii) The County will establish a Transition Budget that provides funding for implementation of the Contractor's Transition Plan to the extent that such implementation requires the Contractor to incur costs beyond those proposed for the provision of agreement services in the first year of the agreement. The Contractor's proposed Transition Plan cost proposal will reflect the transition budget, and the County will pay for transition costs up to this budgeted amount

VI. CONTRACT COST ADJUSTMENTS

a) Unusual Costs

The Contractor may petition the County for an adjustment to the Target Budget at reasonable times based on unusual changes in the Contractors' cost of doing business. For

purposes of this section, unusual changes are items not covered by the agreement that occur because of external events and through no fault of the successful Proposer. Examples of such are changes in local, state, or federal laws, regulations, natural catastrophes, civil disturbances, or similar extraordinary events. Unusual costs will not include price increases occurring in the ordinary course of doing business.

b) Cost Adjustment for Contract Renewal

The Contractor's cost proposal will set the Target Budget for the first three (3) years of the contract. Adjustments to the annual Target Budget in following years are pursuant to the conduct of the annual meeting between the County and the Contractor. The County will consider an adjustment of the Target Budget in each renewal year considering the following limitation:

The change in all costs (non-Target labor rates and Target services) will not exceed the Consumer Price Index – Urban (CPI-U) for urban consumers for all items in the Charlotte-Concord Metropolitan Combined Statistical Area for the prior year.

c) Cost Adjustment for Changes in Fleet Size

The Target Budget will be adjusted to correspond to increases or decreases in fleet size on a vehicle equivalent basis as specified by the Contractor in Appendix A. The County will calculate these adjustments quarterly and adjust the monthly Target Budget. Adjustments will take place only for the forthcoming and subsequent months. If the fleet increases in size, it is up to the contractor to apply for any increase in its Target Budget. It will be up to the County to notify the contractor of any decreases in the contractor's Target Budget due to decreases in fleet size.

For example, if the total of all vehicle equivalents defined by the contractor in Appendix A is 1,500 and its Target Bid is Appendix D \$1,500,000, then the cost of one vehicle equivalent would be \$1,000. If the size of the County's fleet were then to increase by five (5) vehicles that had a total vehicle equivalent numerical value of 15 during the third month of contract operations, then the contractor could apply for an increase to its Target Budget of \$1,500 per month beginning in month four (4) of contract operations.

VII. CONTINUITY OF SERVICE

a) Notice of Intent Not to Renew

The Contractor must recognize that providing the services are vital to the County and required without interruption and that, upon expiration or termination of the contract, a successor will continue these services. Therefore, if the Contractor chooses not to renew the contract upon contract expiration, the Contractor is required to provide the County a written notice of such intent at least six (6) months before the expiration of the contract.

b) Phase In – Phase Out

If upon expiration or termination of the contract, the Contractor is not chosen to continue or elects not to renew the agreement, the Contractor will, upon written notification from the County, provide phase-in phase out services for up to sixty (60) days after terminated contract have been finalized with a successor Contractor. After notification, the Contractor will cooperate in good faith with a successor in determining the nature and extent of the services, including the development of a mutually accepted transition plan, subject to approval by the County.

The Contractor will provide sufficient, experienced personnel during the transition period to ensure that the services, called for by the contract, continue at the specified level of contract performance. The Contractor will receive reimbursement for all reasonable transition costs pre-authorized by the County, which incurred within the agreed period after agreement expiration or termination. The Contractor will cooperate with the successor in allowing as many personnel as practical to remain on the job to enhance the continuity and consistency of the services called for by the agreement. Toward this end, the Contractor will disclose necessary personnel records and allow its successor to conduct on-site interviews with its employees.

TARGET SERVICES

VIII. VEHICLE MAINTENANCE AND REPAIR

- a) Staffing Requirements
 - i) The Contractor will be on-site providing vehicle maintenance and repair service at the County located at 425 Airport Road, Salisbury NC 28147 Monday through Friday between the hours of 7:00 AM and 5:00 PM.
 - ii) The Contractor may not modify these hours with the written approval of the Contract Administrator. The Contractor must provide additional staffing as required to meet the performance standards of this contract (at no additional cost to the County), to meet service needs during natural or manmade emergencies (non-Target services if response is after normal business hours), and to meet the special service needs of County departments (non-Target services).
 - iii) The shop is located within the County's Facilities Maintenance building and provides 2 dedicated work bays with lifts. Potential contractors are encouraged to attend the pre-bid conference and tour to review the shop tools and equipment that they County will make available for this project. A list of equipment is included as Appendix E to this RFP.
 - iv) The County observes 12 holidays as listed below:

Rowan County 2022 Holiday Schedule			
Holiday	Observance Date	Day of Week	
New Year's Day	December 31, 2021	Friday	
Martin Luther King, Jr.'s Birthday	January 17, 2022	Monday	
Good Friday	April 15, 2022	Friday	
Memorial Day	May 30, 2022	Monday	
Independence Day	July 4, 2022	Monday	
Labor Day	September 5, 2022	Monday	
Veterans Day	November 11, 2022	Friday	
Thanksgiving	November 24 & 25, 2022	Thursday & Friday	
Christmas	December 23, 26 and 27, 2022	Friday, Monday, Tuesday	

- v) The contractor will provide the resources to assist customers when the County brings vehicles to a shop for service. The Contractor will greet customers at a designated area within each shop. Contractor personnel will assist the customer in describing the service issues that the customer is experiencing, will immediately open a work order in the fleet management information system (which must time stamp the transaction) including all pertinent information as directed by the Contract Administrator, and will provide the customer with a completion date/time estimate.
- vi) The County requires at least one mechanics be ASE certified. Proposers must address their level of commitment to the ASE program in their proposals.
- vii) The County requires that at least one mechanic hold an EVT certification for ambulances and law enforcement vehicles. Proposers must address their support for EVT certification and experience with emergency and law enforcement vehicles in their proposals.
- viii) The Contractor may not reduce the number of staff included in its proposal for the duration of its contract without the written permission of the County.

b) Preventive Maintenance

- i) The Contractor will perform timely service on all fleet vehicles in accordance with each unit's original equipment manufacturer (OEM) recommended preventive maintenance (PM) services; and where such services are not defined, in accordance with the Vehicle Preventive Maintenance Program outlined in Appendix B.
- ii) All customers will be given a completion time estimate for PM and statutory inspections. Work will begin on PM and statutory inspections within fifteen minutes for those vehicles less than 8,600 Gross Vehicle Weight Rating when a customer has made a time certain appointment and elects to wait at the shop for services to be completed. Work will begin within two hours on all PM and statutory inspections when a customer elects to drop off their vehicle at a shop. The Contractor will notify customers by phone and/or email if they must extend the initial completion time estimates due to the inspection uncovering additional repair work. The Contractor must document all appointment, start, and completion times for services in the management information system.
- iii) The Contractor will maintain a PM schedule for every vehicle in the fleet, and will describe, as an integral part of its proposal, how it will schedule preventive maintenance and monitor for preventive maintenance program compliance. The Contractor will provide customers with a monthly calendar that provides specific day and time appointment schedules for each vehicle in the fleet. The Contractor will cooperate with customers to set appointments that minimize disruptions to County work activities. Appointments will be set with a minimum of one week notice. The Contractor will also be responsible for monitoring reports from the fleet management information system to ensure vehicles that become due for service and may not appear on the monthly calendar are serviced on-time. The Contractor will schedule these units for service with customers at a mutually agreeable time that occurs before the unit is overdue for service. Any statutory inspections (any inspection mandated by the United States government or State of North Carolina) will be scheduled in a similar manner as described above.

iv) The County expects that the Contractor will assume an active role to ensure a high level of PM Program compliance and will consider favorably a proposal that includes specific methods of achieving this goal. Examples of such methods may include user training and education: customer service as a "Quick Fix" service (see below); and others. The County will work with the Contractor to provide enforcement of the preventive maintenance program.

c) Vehicle Safety, Emissions, and Other Inspections

i) The Contractor will be responsible for completing all Federal and State required vehicle inspections and certifications. These include the annual North Carolina State Safety and Emissions Inspection, and crane and aerial device inspections. The Contractor will coordinate the scheduling of inspections and certifications with each Department Liaison not less than one month prior to the expiration of the current inspection or certification. The contractor will affix the appropriate inspection stickers to the vehicles and maintain the proper vehicle inspection/certification records in the management information system.

d) Repairs to Vehicles and Equipment

- i) The Contractor will provide for all routine mechanical repairs to the fleet. By definition, all repairs are routine except for those specifically described in the Vehicle Maintenance and Repair Non-Target Services section below.
- ii) Priorities can change daily depending on emergencies, work priorities, and the availability of backup units. The Contractor will be responsible for following repair priorities as set by the Contract Administrator to meet the County's expectations for vehicle availability.
- iii) The Contractor will provide all customers a completion time estimate for repair services and the estimate must be entered into the fleet management information system. The Contractor will notify the Contract Administrator of any repair completion estimates that exceed 24 hours. Work will begin on services within fifteen minutes when a customer has made a time certain appointment and elects to wait at the shop for services to be completed. Work should normally begin within four hours when a customer elects to drop off their vehicle at a shop. The contractor must report to the Contract Administrator all repair services not begun within 24 hours of vehicle delivery to a shop. The County reserves the right to direct the Contractor to send vehicles to an outside commercial vendor at contractor's expense when repairwaiting time has exceeded 24 hours. The Contractor will notify customers by phone and/or email if initial completion time estimates require more time if additional repair work becomes apparent during the inspection. The contractor must document all appointment, start, and completion times for services in the fleet management information system.
- iv) The contractor will provide completed work orders to all customers who request them. Completed work orders should be available at the time that the customer picks their vehicle up from a shop and must include complete details regarding the services performed including labor, parts, and sublet costs.
- v) The Contractor must analyze in advance the cost effectiveness of any Target repair exceeding \$1,500 for light duty (less than 8,500 lbs. GVWR) vehicles. The Contractor must analyze in advance the cost effectiveness of any Target repair exceeding

\$3,000 for heavy-duty vehicles (greater than 8,500 lbs. GVWR) and other motorized equipment, or any repair where the cost estimate is more than the fair market value of the unit. These repairs require approval in advance by the County. In such cases, if the Contractor believes that replacement appears to be more cost-effective than repair then such recommendation shall be presented to the County. The County, however, will make the final repair versus replace decision. The County will place in a suspended status any unit awaiting repair authorization relative to the performance standards and requirements of the RFP.

e) "Quick Fix" Repairs

- i) The Contractor will provide a "Quick Fix" service for repairs that take less than one hour when the vehicle operator delivers the vehicle to the garage and chooses to wait for service. Examples of quick fix services include, but are not limited to, replacing wiper blades, fuses, and light bulbs; topping-off fluids; and fixing flat tires. This service will be continuously available during normal hours of operation.
- ii) The County will consider favorably proposals that include specific methods of maximizing the usefulness of quick fix services for improving user productivity and fleet availability. Examples may include user training and education programs; advance scheduling of quick fix services; and others.

f) Tire Services

- i) The contractor will provide comprehensive tire services including tire replacement, repair, balancing, field tire services, installation of tire chains, and maintenance of an inventory of mounted spares. The contractor will replace tires when tires have reached 4/32 tread depths (as indicated by tread-wear indicators) or have failed, or are otherwise unacceptable due to weathering, irregular wear patterns, ply separations, bead separations or other unacceptable conditions that affect the safety and performance of vehicles and equipment.
- ii) The Contractor may not plug, or patch speed pursuit rated tires for use on Sheriff vehicles. The Contractor must remove and replace pursuit tires at 6/32" remaining tread depth.
- iii) Any tire patching must conform to tire manufacturer protocols and recommended best practices.
- iv) The Contract Administrator shall make all decisions regarding the makes and types of tires that the contractor will purchase and provide to the County. The Contract Administrator will also have the final decision regarding when contractor personnel or subcontractor must replace tires. Tire services will be available including field service during normal business hours and considered as a Target cost. Tire services provided after normal business hours on an emergency call out basis are a Non-Target service.

g) Warranty and Recall Work

The Contractor will administer all warranties and recalls offered by the vehicle manufacturers and on any subcontracted repairs. The Contractor shall seek and receive all applicable reimbursements for such work. The Contractor is responsible for the transport to and from the selected warranty repair facility. Payments or

adjustments received by the Contractor for warranty or recall work will be credited to the County. The Contractor is encouraged to obtain authorization from the various vehicle manufacturers to perform in-house warranty work on County vehicles.

h) Outside Repairs

The Contractor's proposal will define the types of repairs will be conducted by subcontractor outside of the County facility. The Contractor is responsible for the transport to and from the selected vendor. The Contractor will be responsible for arranging, managing, and paying for all outside repairs, and will assume full responsibility and liability for the quality of these repairs. The requirements of this section do not relieve the Contractor from the responsibility for meeting the requirements of the Standards of Performance section of this RFP.

i) Road Calls

- i) The Contractor will provide road service for all County vehicles. Response time is the time the call is received to arrival on the scene. During the Contractor's normal business hours, and within the County limits, response time will not exceed sixty minutes (60). Within a fifty-mile (50) radius of the County, response time will not exceed ninety minutes (90). During non-business hours, response times will not exceed thirty (30) and ninety minutes (90), respectively. The County will not be providing any service vehicles as part of this contract.
- ii) The Contractor will provide road service substantially similar to the type of service provided under the Quick Fix requirements of this RFP (e.g., tire repair, dead battery replacement, broken light replacement, etc.) plus certain non-repair types of service such as empty fuel tanks or retrieving keys locked in the vehicle. The Contractor may subcontract part, or all the services required under this section. The date, time, and cause of each road service provided under the terms of this section will be included on the next daily report submitted to the County (see Record Keeping and Reporting section below).
- iii) Note that the County does not own any vehicles or equipment required to provide road service or towing. Consequently, the Contractor must include the cost of any required vehicles or the cost of third-party contracts to meet the scope of services in this RFP.

j) Towing/Transporting Vehicles

- i) The Contractor will be responsible for providing appropriate towing and transporting services as needed to meet the terms of this contract, including meeting all service standards.
- ii) The County assumes that the Contractor will sub-contract towing services but will entertain proposals that include in-house towing if the business case can be made for this. The County will provide towing data to the selected contractor during contract negotiations. The costs of towing and transportation services are a Target or Non-Target service depending on the circumstances of the tow:
- iii) Target Towing/Transporting Events:
 - 1. Retrieving an out-of-service vehicle for a Target repair reason

- 2. Transporting vehicles to/from vendors for warranty service
- 3. Transporting vehicles to/from vendors for Target services outsourced by the Contractor.

iv) Non-Target Towing/Transporting Events:

- 1. Retrieving an out-of-service vehicle for a Non-Target repair reason.
- 2. Transporting vehicles to/from vendors for Non-Target services outsourced by the Contractor.

k) Road Testing

The Contractor must conduct a road or appropriate operations test on all vehicles and equipment that have had safety related repairs or adjustments (e.g., brakes, steering, aerial lift, etc.). The Contractor must ensure the safety of these vehicles and equipment prior to returning to service. The Contractor's employee must have the appropriate license for the type of vehicle under test.

I) Welding and Fabrication

Welding and fabrication related to vehicle repairs will be an integral part of the service provided by the Contractor. The Contractor must provide an American Welding Society (AWS) certified welder to complete work on steel and aluminum. Additionally, there may be requirements for the Contractor to provide welding services in the non-target category. The Contractor may elect to outsource these services.

m) Vehicle Safety and Emission Inspections

The state of North Carolina requires annual safety and emissions inspection on all County vehicles. The Contractor is responsible for ensuring that the vehicles are prepared for inspection prior to expiration and tested. The Contractor will provide a certified inspector at the County shop for inspection of all required vehicles in a timely manner. The County will provide an inspection machine for use by the Contractor. The vehicle operators will be responsible for bringing each fleet vehicle to the County facility testing location. The Contractor will repair any vehicle that fails as a Target service and return for re-test by the Contractor.

n) New Vehicle Acceptance

- The Contractor will prepare newly acquired vehicles and equipment for service. Routine services including receiving vehicles from dealers, inspections for compliance with purchase specifications, cleaning, and installation of decals and license tags, will be a Target service. Contractor will also coordinate installation of radios, computer equipment and accessories with outside vendors as a Target service. For reference, the County typically acquires 20 new vehicles each year.
- ii) The County is also interested in entertaining proposals where the Contractor would provide full upfitting services for emergency vehicles including installation of special equipment. This would be treated as a Non-Target service. For reference, the County typically purchases 2 ambulances and 14 patrol cars each year. Costs for the Sheriff related to purchase and installation of law enforcement equipment in vehicles is budgeted at \$301,000 in 2022.

iii) Contractor shall describe in the Proposal plans for assistance with vehicle and equipment preparation including experience preparing ambulances and law enforcement vehicles for service.

o) Vehicle Disposal

- i) The Contractor will be responsible for coordinating sales of used vehicles and equipment through GovDeals. Services will include taking pictures of each vehicle, listing them on GovDeals, answering questions from potential buyers, coordinating with Finance on sales process and paperwork, and issuing vehicles to buyers once payment has been received.
- ii) The Contractor will also prepare vehicles for sale including removal of usable equipment, loose equipment, removal of license tags, decals and special equipment, interior and exterior cleaning, minor repairs, and associated paperwork. The Contractor shall not remove any parts or components from vehicles waiting for auction without the written approval of the Contract Administrator.

p) Waste Management

The County will remain responsible for the cleaning of all clarifiers at its facilities. The Contractor will provide for the gathering and disposal of all hazardous and non-hazardous waste products produced through normal garage operations (including but not limited to waste oil, ante-freeze, hydraulic oil, used batteries, and used tires. Disposal of all waste materials must conform and comply with County policies, and local state and federal laws and regulations. The Contractor will provide training for its employees. The Contractor will obtain and maintain all required permits and records, including Material Safety Data Sheets (MSDS) and contingency plans for handling a spill or other mishaps on all hazardous materials and waste products. The Contractor will provide annually a copy of all MSDS sheets to the Contract Administrator for all materials in inventory or on shop floor. The Contractor will report all incidents to the Contract Administrator.

q) Inclement Weather Support

- i) The Contractor will be responsible for supporting the County during weather events such as snow, ice, heavy thunderstorms and floods, and other events. Clearing roads of snow and ice is generally the responsibility of the State of North Carolina and various cities. However, County staff are called on at times to clear access roads and parking lots at County facilities. The County also may be required to clear downed trees from parks and other County facilities resulting from storms.
- ii) The Contractor will be responsible for maintaining all current and future snow and ice equipment, tree equipment, and other equipment required for storm response by the County and assist County staff in pre-checking such equipment before forecasted storms have arrived.
- iii) When the County declares a snow or ice event, the Contractor will be responsible for installing and connecting all equipment in accordance with the County's plan for the event. During the event, the Contractor will routinely inspect and maintain all

- equipment as needed. When the event is over, the Contractor will inspect each unit; repairing, cleaning, dismounting, and stowing the equipment as needed.
- iv) Additionally, the Contractor will be responsible for procuring, stocking, installing, maintaining, and removing snow chains for County designated emergency equipment during all snow events. The Contractor will also be responsible for replacing all wiper blades damaged or worn due to excessive icing or as part of normal operations as a Target expense.
- v) Response to storms during normally business will be a target service.

IX. PARTS AND INVENTORY MANAGEMENT

- a) Procuring, Stocking and Disbursing Parts
 - i) The Contractor will procure and furnish all parts, materials, and supplies, required for the maintenance of all County vehicles in accordance with generally accepted parts management practice, and that will ensure meeting all relevant standards of performance as outlined elsewhere in this RFP. The Contractor will own and maintain an inventory of parts, materials, supplies, and fluids (in quarts or sufficient quantities) of an appropriate size and composition for the County's fleet at the County vehicle maintenance shop.
 - ii) The Contractor will provide parts procurement, stocking, and disbursement services during all hours for which the Contractor is providing vehicle maintenance and repair services (see the Staffing Requirements section of this RFP).

iii) Start-Up Inventory

The County does not have any repair parts for its fleet in stock. The incoming Contractor is obligated to ensure that an adequate inventory is on-hand for the Contract start-up.

b) Quality of Parts

i) Parts used to maintain and repair the fleet will, at a minimum, meet or exceed the quality of parts furnished originally for the equipment (OEM or equivalent). Rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances. Contractor will provide specifications for all lubricants, tires, and brake parts at the beginning of contract operations. If during the term of any agreement resulting from this RFP the County determines that the product supplied does not meet its needs, the County reserves the right to require the use of a specific substitute. The County will specifically approve all product lines or changes to product lines before introduced for use.

c) Warranty Parts

Notwithstanding inspection and acceptance by the County, the Contractor will warrant products supplied under any agreement resulting from this RFP for sixty days (60), or the length of time of any warranty given by the manufacturer or rebuilder/remanufacturer, whichever is greater, after acceptance by the County.

X. FUELING SERVICES

- i) The County does not own a bulk fuel site and instead uses Wright Express (WEX) to access commercial fuel sites.
- ii) The Contractor will coordinate the WEX program by monitoring exception reports, requesting and issuing new fuel cards as required, reviewing monthly invoices, and answering question from County drivers. The Contractor will also coordinate with the Contract Administrator to issue new PIN numbers as required.
- iii) For reference the County's budget for fuel in 2022 is \$1.7 million.

XI. FLEET MANAGEMENT SERVICES

a) Vehicle Acquisition

- i) The Contractor shall assist the County in preparing purchase specifications for additional or replacement vehicles and service equipment as needed. In addition, the Contractor shall assist the County with inspections and assessment of used vehicles and equipment under consideration for purchase or lease. The Contractor shall identify and nominate for the County's purchase any other equipment that will reduce the cost of maintenance and/or improve the quality of Fleet Services.
- ii) The Contractor, in addition, will, assist the County with the demonstration and evaluation of new vehicle and maintenance technologies, including the coordination of demonstrations, the establishment of test protocols, and the collection of test data.

b) Replacement Planning

i) The County intends to have staff continue to have responsibility for replacement planning for new vehicles. However, the County may request the Contractor provide some assistance in this area from time to time. The Contractor may assist the County, upon request, by preparing a list of all vehicles that it recommends for replacement in the next fiscal year. The Contractor will rank each unit within its class based on its maintenance history and condition. The Contractor in addition, will conduct repair versus replacement analyses on any unit requested by the County.

c) Titles and Registration

i) The Contractor will coordinate with the North Carolina Department of Motor Vehicles (DMV) to obtain titles and registrations for new vehicles. Contractor will prepare required paperwork and forms, request appointment with the DMV and go to the appropriate DMV office to complete the title and registration process. Contractor will arrange to install new registration decals and forms in County vehicles within one week of receipt.

d) Investigations and Audits

The Contractor will support the County, when requested, by providing technical advice to the County in investigations related to the fleet. Such investigations may involve accidents, fire, or other issues of a technical nature.

XII. QUALITY ASSURANCE PROGRAM

- a) The Contractor will implement a Quality Assurance Program for the management of the service delivery requirements of the RFP. The program will include provisions for meeting specified performance standards, for maintaining quality workmanship, for providing a high level of customer service, and for reducing fleet costs incurred by the County. The Contractor will include a detailed description of its proposed Quality Assurance Program in its proposal. This part of the Contractor's proposal will address, at a minimum, the following items:
 - i) Fleet Availability
 - ii) PM Program Compliance
 - iii) Maintenance and Repair Performance
 - iv) Parts Availability
 - v) Vehicle Safety and Reliability
 - vi) Recall Compliance
 - vii) Customer Service
 - viii) Cost Reduction Initiatives
- b) A mandatory component of the quality assurance program will be periodic user surveying. Two types will be required: (1) a survey of individual vehicle operator satisfaction after the Contractor has serviced a vehicle, and (2) an annual user satisfaction survey of designated representatives of each user department.
- c) The Contractor's proposal will define a recommended role for the County in the quality assurance program.

NON-TARGET SERVICES

XIII.NON-TARGET SERVICE DEFINITIONS

Respondents will provide a thorough discussion of their approach to providing Non-Target services including staffing allocations, use of vendors, and management procedures.

- a) The following defines what constitutes repairs considered as non-Target services and indicated as such on work orders. The Contractor must have the ability to assign a reason code to each work order that corresponds to one of the definitions listed below.
 - i) Accidents refer to physical damage to vehicles caused by operator error or by another vehicle that results in a completed accident report.
 - ii) Capital Improvement refers to any requested modification to a vehicle or piece of equipment already in service that result in a change in the capital cost of the vehicle, including upfitting new vehicles and major refurbishment of chassis and/or bodies and attached equipment.
 - iii) Damage Operating refers to any physical damage to a County vehicle during its operation resulting from operator error, misuse, or unreported accidents. Contractors should be aware that certain types of County equipment including trash trucks, backhoes, snow removal, and street sweepers operate in severe use conditions. The County will not accept normal damage in operation of this equipment as non-Target services.

- iv) Damage Physical refers to any physical damage to a County vehicle resulting from vandalism, theft, natural disaster, weather, or unreported accidents when a vehicle is parked or unattended.
- v) Excluded Equipment refers to repairs to equipment not specifically included in the fleet inventory covered by this agreement (i.e., non-licensed equipment, stationary generators, boats, and temporary units, etc.).
- vi) Modifications refers to changes to the equipment, configuration, and/or appearance of a vehicles requested specifically by the County, including changes required by statute, that are not capitalized into the cost of the vehicle.
- vii) Other Services refers to services provided by the Contractor at the request of the County not specifically defined in this agreement.
- b) All Non-Target repairs estimated to cost more than \$500 for vehicles less than 10,000 GVWR and \$1,000 for those over 10,000 GVWR, or any repair where the cost estimated is more than the fair market value of the unit, requires authorization by the County before proceeding. The County reserves the right to have all Non-Target repairs approved in advance by a designated County representative.
- c) Non-Target services are generally not subject to performance standards under this contract, because of their unpredictable nature and not because these activities are not highly valued by the County. In fact, the County considers Non-Target services essential. The selected Contractor must give them appropriate priority and not relegate them to fill-in work.

d) Non-Target Labor

The County will negotiate Non-Target services rates with the Contractor based on standard cost allocation practices and the Contractor's Target Cost Proposal. All indirect and overhead costs will be allocated to the appropriate line of business which are expected to include Fleet Administration (monthly fee per vehicle), labor rate (rate per hour with overtime billed at time and a half), parts markup (% fee on top of actual costs), subcontract fee (% fee on top of actual costs), fuel management fee (% fee on top of actual costs charged through the WEX program). Non-target repairs will be subject to Mitchell Flat-Rate Labor Guide adjusted for variables such as after-market installed equipment, special built equipment, modifications to equipment, and rusted fasteners or fittings.

e) Stand-By Labor

The Contractor will provide standby fleet maintenance and repair support during hours not normally worked by the Contractor. The County will notify the Contractor when a requirement exists, and the nature and anticipated duration of the response needed from the Contractor. The Contractor will be on-site and providing service with an appropriate complement of personnel within one (1) hour of notification that such services are required.

f) Non-Target Labor Hours

i) The County will only pay overtime for hourly administrative and parts personnel when they are required to work overtime hours as part of a County declared emergency or are requested by the County to work standby hours. The County will not pay overtime for any salaried management or supervisory staff. The County will not be responsible for any overtime required by the Contractor to meet the Target service requirements of this contract.

g) Non-Target Parts

The Contractor will provide parts procurement, stocking, and disbursement services during all emergencies and for all Non-Target repairs as defined in this RFP. The cost of Non-Target parts will include appropriate markups for Contractor's overhead costs and handling expenses.

h) Non-Target Subcontracted Services

The Contractor may use sub-contractors for all Non-Target repairs as defined in this RFP. The Contractor will be responsible for arranging, managing, and paying for all subcontracted outside repairs, and will assume full responsibility and liability for the quality of these repairs. The cost of subcontracted services will be at the Contractor's cost (including fee, taxes, and any discounts) and will include any appropriate markups for Contractor's overhead costs and handling expenses. Contractor will submit all sub-contractors to the County for approval before they are used.

i) Accident Repairs

- The Contractor will be responsible for administering the mitigation of each accident on County vehicles from first report through return of the vehicle to service. The Contractor will arrange for towing of the vehicle (if required) to the County facility and reporting of the incident to designated County personnel. The Contractor will work with Insurance and Risk Management on accident subrogation, obtain three quotes from body shop vendors and aid in the selection of the preferred vendor, provide transportation of the vehicle to/from the repair site, monitor of the repair quality and timeliness; payment of repair invoices; inspection of the final repair; and authorization to return the vehicle to service. The Contractor will attach the appraisal, quotes, vendor invoices and all pictures of the damage to the work order in the Contractors fleet management information system.
- ii) The County will pay the actual cost of accident repairs plus the Contractor's proposed markup on contract services. The County will incur no additional charge for administration of the accident repair process. The County will consider favorably proposals that include specific methods of minimizing downtime due to accident repairs.
- iii) For reference, the number of accidents and related incidents in each of the past three years is provided below:

7/1/18 - 6/30/19

22 accidents/repairs due to accidents to our fleet
16 windshields/auto glass repairs (separate from accident count)

7/1/19 – 6/30/20 16 accidents/repairs 12 windshields/auto glass repairs

7/1/20 – 6/30/21 22 accidents/repairs 13 windshields/auto glass repairs

j) Vehicle Damage

- i) It is the responsibility of the Contractor to notify the County whenever a vehicle shows physical damage not associated with a reported accident. The County classifies damage in one of two ways: damage incurred while the vehicle was operating or damage that occurred when the vehicle was not in use. It will be the responsibility of the Contractor to identify the base cause for the damage and classify the repair appropriately.
- ii) The Contractor has the responsibility to identify any evidence of abuse, misuse, or obvious error by the operator resulting in physical damage to the vehicle. In such cases, the Contractor will proceed to repair the vehicle (subject to limitations specified elsewhere in this RFP) and will provide the County with documentation of the suspected abuse as part of the next day daily report to the County. The County will review the documentation, speak with the Contractor where necessary, and determine whether to charge the operator with the error.
- iii) Damage from normal operation to specific groups of vehicles defined as Severe Use under the Target Services section of this RFP will not be considered a non-Target repair, unless the Contractor can definitively prove that the damage was caused by obvious operator error, misuse, or abuse, or by a third party.

k) Vehicle Prep-For-Service and Disposal

Routine prep-for service and disposal such as coordination with vendors and departments, installation/removal of plates, tags and decals, cleaning, etc. will be a target service. Installation of special equipment such as trailer hitches, toolboxes, lights, electronics, emergency equipment, etc. will be Non-Target services.

I) Vehicle Refurbishment

The County may decide to refurbish an existing unit to extend its life or alter its intended use in the fleet. Refurbishment may include replacement of bodies, the rebuilding of major components such as the engine or transmission, or the addition of new equipment or accessories. The Contractor is required to assist the County with evaluating equipment under consideration, obtaining quotes to complete the services in accordance with the County's requirements and manage the completion of the project. The Contractor will classify refurbishment work orders as a Capital Improvement non-target service.

m) Extended Life Repairs

i) Vehicles that have exceeded their useful life, as defined by the criteria for the vehicle's class as outlined in Appendix C, will be subject to shared liability for maintenance and repair services. During the contract year, all repairs and preventive maintenance services that would occur during the normal course of a vehicle's operational life will continue to be performed by the Contractor under the definition of Target repairs as outlined in paragraph 5.1 of this section. However, the Contractor will only be ultimately responsible for the cost of labor, parts, and subcontracted services up to a per-unit deductible equal to the unit's assigned VEU's multiplied by the Contractor's Target cost for labor, parts, and vendor services per VEU.

ii) Eligible units will be those units that have surpassed their expected replacement parameters prior to, or during, the contract year; including units disposed of in the contract year. The actual parts and services cost for each eligible unit will be compared to each unit's individual deductible amount and any amount more than the unit's deductible will be billed to the County as part of a non-Target invoice for all life extension costs at the end of each month. The Contractor will receive credit against the Target budget for the year and any Target savings resulting from the credit will be subject to the shared savings terms of this agreement. If after the deduction for the life extension expenses, the Contractor is still over their Target budget for the year, the excess amount will be the responsibility of the Contractor.

Sample Unit Life Extension Calculation

Target Budget / Total VEU's in Fleet = Budget per VEU	\$1, 000,000 / 1,000 = \$1, 000
Unit's Assigned VEU Budget per VEU = Unit's Life Extension Deductible	\$1,000 = \$2,000
Unit's Actual Contract Year Target Cost - Unit's Life Extension Deductible = Non-Target Life Extension Expenses	\$3,000 - \$2,000 = \$1,000

n) Excluded Vehicles

The County may exclude certain vehicles from the target budget and have all services provided on a time and materials basis. Examples of the types of vehicles the County may choose to have charged on a time and material basis include confiscated vehicles, grant vehicles, and small engine equipment.

o) Directed Work & Technical Advice

The County may direct the Contractor to perform additional tasks related to the proper management and upkeep of the fleet. If additional tasks are required, the Contractor will receive a written task order detailing the tasks to perform. The Contractor will submit a proposal to perform the specified tasks on a fixed price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The County will accept or reject the proposal. If accepted, the Contractor will perform such assignments in accordance with an agreed schedule.

CONTRACTOR PERFORMANCE REQUIREMENTS

XIV. PERFORMANCE STANDARDS

- a) Proposers need to be fully aware that the County relies on vehicles and equipment to provide essential government services and availability and reliability of the fleet is of the essence. With this in mind, the Contractor will meet the performance standards outlined below during the term of the agreement. The County expects the Contractor to always maintain these performance standards. Labor disputes, strikes and other events except those beyond the Contractor's control will not relieve the Contractor of meeting these standards.
- b) Non-Target Repairs are excluded from calculation of Daily Fleet Availability and Monthly Turnaround and as described below:
 - i) Vehicles Awaiting Repair Authorization from the County In cases where the Contractor is awaiting repair authorization from the County to proceed with a given repair, the period from which turnaround time is measured will begin with the County authorization to proceed with the repair. Excluded also are vehicles awaiting authorization from the calculation of Daily Fleet Availability, as described below. The Contractor must make all requests for authorization to the designated County representative within twenty-four (24) hours of opening the work order.
 - ii) Vehicles Exempted by the County –The County may decide that it would be in its best interest to temporarily waive vehicle turnaround time and daily fleet availability performance standards for all or selected vehicles. The County will provide the Contractor written notification of this of this decision including specification of the time for which these standards will be relaxed.
- c) Monthly Vehicle Turnaround Time Standards

The Contractor will complete 80% of maintenance and repair work orders within 24-hours and 90% in 48-hours from the time the vehicle becomes available for service until the user has been notified that the vehicle is ready. Weekends and holidays do not count in the calculation of turnaround time. For example, a vehicle made available for service at noon on Friday, and with notification of completion to the user at noon on the following Monday has a turnaround time of 24 hours. Regardless of these standards, the Contractor will notify user departments when any vehicle will be out of service for 48-hours more.

- d) Daily Fleet Availability Standards
 - i) The Contractor will maintain minimum daily rates of fleet availability by vehicle class, as follows:
 - (1) Cars and Light-duty Trucks 95%
 - (2) Law Enforcement Vehicles 95%
 - (3) Special Transportation Vans 88%
 - (4) Medium and Heavy Trucks 88%

The County will calculate vehicle availability as follows:

- (5) The total count of units in the class,
- (6) Minus the count of units out of service as of 8:00 a.m. each day,
- (7) Divided by the count of units in the class,

- (8) Multiplied by 100.
- ii) Time out of service begins when the vehicle is available to the Contractor. It ends when maintenance or repair work is completed, and the Contractor notifies the County that the vehicle is available for service. Excluded from the computation are vehicles that are awaiting repair authorizations from the County, those out of service for a Non-Target service, and those specifically exempted by the County.
- e) Preventive Maintenance Program Compliance Standards

The Contractor will ensure that the preventive maintenance program achieves a high rate of compliance. Current performance is 80% and this will be set as the initial performance standard for the contract. However, the County will favorably consider proposals that articulate methods to raise compliance to the industry standard level of 95%. Any service performed within ten (10) days before the date the service is first scheduled is in compliance.

f) Rework

- i) All Materials, parts, and workmanship furnished by the Contractor will be of high quality and free from defects and imperfection. They will also meet all OEM standards and specifications. Notwithstanding these requirements, the Contractor will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the County for any rework that occurs within the following periods:
 - (1) Engine and Transmission Overhauls 12 months or 12,000 miles
 - (2) All Other Work 90 days or 4,500 miles
 - (3) The Contractor must not exceed one percent (1%) incidents of rework in any single month (measured by number of repair tasks and not number of repair work orders.)

CONTRACT MANAGEMENT AND OPERATIONS

XV. CONTRACT ADMINISTRATION

The Director of Purchasing, or their designee, has the authority to act on behalf of the County in all matters relating to or resulting from his RFP. The County may appoint a representative who will act as the Contract Administrator and has the authority to act on behalf of the County. The Contract Administrator will resolve all questions that may arise as to the quality, quantity, character, and classification of service performed by the Contractor.

a) Dispute Resolution

In the event of any dispute between the Contract Administrator and the Contractor as to the Contractor's performance, or the Contract Administrators decisions relative to the agreement, either party may submit the dispute to the Assistant County Manager, who shall render a decision within twenty (20) days. The decision of the Assistant County Manager shall be final.

XVI. CONTRACTOR PERSONNEL

a) Contractor Project Manager

The County considers the Contractor's Project Manager to be one of the cornerstones on establishing a successful contract. It is expected that the successful Proposers Project Manager will need to work closely and cooperatively with the County's Contract Administrator daily and will become the primary point of contact for all matters relating to the maintenance and upkeep of the County's fleet. As such, the Contractor's Project Manager will have proven technical and managerial experience in the field of fleet management, maintenance, and repair. The successful Proposer must present its nominee for Project Manager during interviews with the County. The County reserves the right to reject any nominee that the successful Proposer puts forward for the position of Project Manager.

b) Selection of Personnel

- i) The Contractor will have the responsibility for selecting personnel to perform the services outlined in this RFP and for determining and providing wages, salaries, and benefits for its employees.
- ii) The Proposer will include and will describe in detail in its proposal an employee training, improvement, and certification program.
- iii) The Contractor must include in its proposal a complete staffing plan. The plan must include an organization chart identifying specific job classifications and the number of employees in each job classification.

c) Changes in Personnel

- i) The Contractor will agree not to change the Project Manager without prior consultations with the County, except that the Contractor's Project Manager is subject to dismissal without prior County approval for criminal activity or documented violation of company policies. Otherwise, the County must approve the timing of the change, and the specific individual who will replace the incumbent Project Manager. The Contractor's proposal to change its Project Manager must include a transition plan.
- ii) The County reserves the right to require the dismissal of any Contractor employee whose performance or actions are detrimental to achieving the objectives set forth in this RFP.

d) Uniforms & Appearance

All Contractor employees will maintain a professional appearance and will wear uniforms that include the Contractor and employee's names in a visible location and a legible color and style.

XVII. RECORD KEEPING AND REPORTING

a) Information Systems Requirements

The Contractor will install and utilize a fleet management information system for the purpose of establishing an electronic record keeping and reporting system for all the

services to be provided under any agreement resulting from this RFP. The Contractor will provide all the required hardware and software for this system. The Contractor will provide a detailed description of its proposed information system including: a full list of functional capabilities; hardware requirements' version and upgrade management plans; and sample management reports. In addition, the system must be capable of downloading all data to Microsoft Excel. The Contractor will provide at least ten (10) read only access accounts to the entire system and training in report generation for County designated personnel.

Contractor will provide the County with access to the fleet system with the County's operational data for the duration of this and any successor contracts as well as for 3 years after contract termination.

b) Fleet Inventory and Maintenance Records

At a minimum, the Contractor will utilize its information system to record and maintain a Vehicle Master Record with all descriptive information for each unit in the fleet, and will record all work data including labor, subcontracted services, parts used, and repair codes for each service activity performed. In addition, the Contractor's system must provide an electronic interface with the County's contracted fuel software from Wright Express for the purpose of recording vehicle odometer readings and/or fuel usage information for each fleet vehicle in the Contractor's information system.

c) Internet Access

The County will provide the Contractor with access to the County's WAN at no cost. The Contractor will comply with all County policies and procedures relative to network, intranet, and computer security.

d) Email

The Contractor will be required to have separate email addresses for all staff. The Contractor will publish these email addresses and use email as primary means of communicating with County personnel. The County will provide the Contractor with an address book of County email addresses.

e) Daily and Monthly Reports

- i) The Contractor will generate a report summarizing the previous day's contractual activities for delivery to the County before noon each working day. The content of the report will be determined during negotiations for any contract resulting from this RFP. It is expected that the report will, at a minimum, summarize completed work orders, work in process, and vehicles where work has not yet started. Updated completion time estimates will be provided for all vehicles still in the shop at the end of the workday.
- ii) The Contractor will provide a monthly report delivered to the County on or before the fifth calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the daily report and will also include a summary of all vehicles more than thirty (30) days overdue for preventive maintenance at the end of the preceding month.

- iii) Monthly, the Contractor will provide the County with an electronic file detailing all work orders completed in the prior period, including detailed labor, parts, and commercial transactions that make up the work order. The County and Contractor will negotiate the layout of the file.
- iv) Additionally, the Contractor will provide monthly a detailed electronic unit inventory, including all relevant fields describing the unit, its classifications, assignments, and costs maintained by the Contractor.

f) Annual Meetings and Reports

- i) The County and Contractor will conduct a meeting no less than sixty-days (60) prior to the end of each contract year to determine the changes and adjustments necessary to the contract for the following year. A contract amendment will result if there are any changes to the contract resulting from the annual meeting.
- ii) The Contractor and the County will hold a second meeting no more than sixty-days (60) following the end of each contract year at which the Contractor will present a written annual report that summarizes the prior year's activity in a format agreed. During this meeting, the Contractor will also present a summary of work accomplished relative to service performance standards, Target and Non-Target budget, etc. The presentation will also include recommendations for changes to improve performance during the upcoming year. A copy of the presentation materials and the written report must be available to the County two weeks before the meeting. The County will review the Contractor's performance during the second annual meeting. The County will present a "report card" that includes the assessment of the Contractor's performance.
- iii) Irrespective of the above meeting timetables, the County will meet with the Contractor frequently and the Contractor will honor all reasonable requests for meetings.

g) Reference Files and Procedures

The Contractor will maintain a complete file of service manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These files and manuals become property of the County.

h) Access To and Ownership of Records

Upon prior notice by the County, the Contractor will provide authorized County representatives access at all reasonable times to all electronic and hard data, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, and memoranda, and shall provide to the County cost verification for work performed in accordance with any agreement resulting from this RFP. All reference files and procedures, and all electronic data and hard copy records are the property of the County.

i) Internal Billing Information

The County intends to use transactional data from the Contractor's fleet system to develop charge-back rates as part of its billing methodology. Consequently, it is imperative that the Contractor maintain complete and accurate transaction data in the system such as vehicle number, customer organization, labor hours, labor rate,

parts used, parts costs, vendors used, vendor costs, etc. The Contractor and the County will also cooperate in developing fully burdened rates for contractor services for entry into the system. Such rates will include a fully burdened hourly labor rate, a markup on repair parts, and a markup on sublet repair services and include all Contractor fees and costs. These rates will also be used by the Contractor to bill Non-Target service costs to the County.

XVIII. INVOICING POLICIES AND PROCEDURES

a) Frequency

The County will accept one invoice per month in payment for Target Services. In addition, the County will accept one invoice a month for costs incurred for Non-Target Services provided during the preceding month or not previously invoiced. Each invoice will adjust, as appropriate, for performance incentives and/or penalties, and for any costs incurred directly by the County for Target services.

b) Format

- The Contractor will bill the County 1/12 of the Target contract amount at the beginning of each month. The Contractor will provide the County with monthly Target cost summary at the end of each month detailing the month's year-to-date Target costs (e.g., salaries, parts, sub-contracted services, overhead, etc.) and a unit-by-unit summary of maintenance and repair activity for the prior month. At the conclusion of the contract year, the Contractor will provide an annual summary of all Target costs. If the total annual Target cost is less than the amount billed, the Contractor will return to the County the amount of the differences less the Contractor's share of the cost savings. Payments are due to the Contractor within forty-five (45) days of the end on the contract year. The Contractor is responsible for all target costs above the Target contract amount for the contract year and cannot carry the excess amount forward from one contract year to another.
- ii) All invoices for transition costs require pre-approval by the County. Such costs will be actual net costs as paid by the Contractor and supported by detailed time and expense reports.
- iii) Invoices for Non-Target Services must include line-item documentation of cost incurred (e.g., wages, parts, sub-contracted services, etc.) as well as documentation of County authorization to incur Non-Target Costs. The Contractor within each Non-Target category will delineate, individual repair order numbers with associated labor charges, parts costs, and subcontracted services.

c) Certification and Payment

- i) The monthly invoices will each include a statement certifying that the charges billed to the County are true and accurate and incurred in the performance of the terms of the contract. The Contractor's authorized representative will sign each statement.
- ii) The County will pay the Contractor within thirty-days (30) of the County's receipt of an acceptable invoice. The County will pay the Contractor for all items invoiced over which there is no dispute so that payment for undisputed items is prompt. The County will promptly pay for approved disputed items once resolved.

d) County's Right to Review Billing Documentation

The County reserves the right to request additional documentation from the Contractor prior to paying any disputed portion of the invoice. Such documentation may include, but is not limited to, invoices to the Contractor for parts or subcontracted services and payroll registers. The County reserves the right to audit the Contractor's records and books pertaining to this contract.

XIX.VEHICLE MAINTENANCE FACILITY AND EQUIPMENT

- a) Use of Garages and Installed Equipment
 - i) The County will permit the Contractor to use the existing County vehicle maintenance facility to include maintenance and repair equipment, tools, service vehicles, and furniture that are County property for a lease charge of \$1.00 (one Dollar) per year. A list of available equipment is provided in the Appendix to this RFP.
 - ii) The County does not warrant or guarantee against the possibility that safety or environmental hazards, or potential hazards may exist at this facility. The Contractor will be responsible for identifying any hazardous conditions and notifying the County of these conditions in writing within thirty-days (30) of agreement award and prior to occupation of the property. The Contractor will conduct an environmental assessment and an occupational, health, and safety inspection of the garage acceptable to the County. The Contractor will arrange for the conduct of the assessment and inspection and will pay for the cost of these services.
 - iii) The Contractor will not use the facilities or other property furnished by the County for work on vehicles or equipment not owned or leased by the County unless otherwise authorized by the County. The Contractor will not utilize the property of the County in any manner for any personal advantage, business gain, or other personal endeavor by the Contractor's employees other than in the performance of the work described in this RFP unless otherwise authorized in writing by the County.
 - iv) Within ten (10) days of agreement award, the Contractor will schedule with the County a joint garage inspection for identifying pre-existing deficiencies pertaining to the buildings, utility systems, equipment and other assets. The Contractor and the County will together make a complete and systematic inspection and inventory of all structural, mechanical, electrical, and utility systems and equipment, tools, service vehicles, and furniture to which the Contractor will have access during the agreement period. The Contractor will then prepare and submit to the County a pre-existing deficiency report describing all observed deficiencies pertaining to the building structure, systems, equipment, or other assets noted during the joint inspection. The County and the Contractor will negotiate tool purchases on an annual basis. The Contractor is to provide all tools valued less than \$1,000.
 - v) The County and Contractor will conduct a joint inspection annually, and a report noting any new deficiencies delivered to the County each year. The County will determine the appropriate action to take in response to any deficiencies identified.
 - vi) The Contractor will be required to acknowledge receipt by signature of assets provided by the County for the Contractor's use. The assets accepted by the Contractor for the term of the contract will then become the responsibility of the Contractor. The Contractor will return these assets upon completion of the contract

in the same condition as provided to the Contractor, less normal wear, and tear. The Contractor will be responsible for replacing any stolen, missing, or destroyed asset with a comparable asset at the Contractor's expense.

- vii) The County will be responsible for supplying all utilities to the vehicle maintenance facility during its occupancy by the Contractor. The Contractor may use County phone systems but must pay for local service and equipment charges and long-distance calls. In using the facility, the Contractor will develop and adhere to an energy conservation plan that is consistent with County policies, including minimum temperature settings in summer months and maximum temperature settings in winter months.
- viii) The Contractor will comply with all applicable environmental and safety regulations including a spill prevention and remediation plan, waste management plan, employee safety plan, etc. All environmental and safety plans/policies will be submitted to the County for approval before contract operations begin.
- b) Garage and Equipment Maintenance and Repair
 - i) The County will be responsible for preventive maintenance and repair of the facility structures utilized by the Contractor and that are the property of the County unless such repair is due to the negligence of the Contractor. The Contractor must inform the County immediately upon determining that any element of the facility or its contents needs repair. Failure to do so may constitute Contractor negligence. The County will give notice to the Contractor prior to performing repairs.
 - ii) The Contractor will be responsible for preventive maintenance and normal maintenance and repair of all the garage equipment owned by the County, such as compressors, lifts, oil dispensers, oil-water separator, etc. The Contractor must inform the County immediately upon determining that any element of the garage or its contents needs repair. Failure to do so may constitute Contractor negligence.
 - iii) Facility features, utility systems, equipment, furnishings, and other assets damaged by the Contractor or by a subcontractor under any agreement resulting from this RFP, will be restored to their pre-damage condition by the Contractor at his sole expense and at no additional cost to the County.
 - iv) The Contractor will be responsible for interior housekeeping and supplies, which includes janitorial services.
- c) Garage Equipment Changes and Replacement
 - i) The County will entertain Contractor recommendations for adding shop equipment to the vehicle maintenance facility. Such recommendations require approval by the County as part of the agreement. The County will add these items to the inventory of items that are the Contractor's responsibility as placed into service. The Contractor will make every effort to work with the equipment available at the County facility and will not demand additions to the facility equipment to fulfill the requirements of this request for proposals.
 - ii) The County will periodically replace equipment; tools, or furniture as needed. The County will amend the inventory of items for which the Contractor is responsible to reflect these changes.

iii) The Contractor will be responsible for security of all properties and assets designated for its use or management. A security plan/policy will be submitted to the County before contract operations begin.

XX. PROPOSAL SIZE, CONTENT, AND ORGANIZATION

A proposal will set forth full, accurate and complete information as required by this section and other sections of this RFP. Proposals will be arranged in two parts, Part I will be titled and consist of the "Technical Proposal" and Part II will be titled and consist of the "Cost Proposal."

a) Technical Proposal

Part I of the Contract's proposal will present the technical elements of the proposal and must consist of the following sections:

b) Corporate Overview

This section of the proposal will present an overview of the Proposer's organization and will include the firm name; address; phone and fax numbers; firm history; appropriate company's state, and federal registration number; name title, address, and phone number of the firm's representative for the proposal; and annual reports or financial statements for the past three (3) years.

c) Approach

- i) The main objective of this Request for Proposals is to continue to improve the delivery of fleet management and fleet maintenance services to reduce overall fleet related costs. The Proposer should clearly outline its methodology and approach to achieve these goals as an integral part of this section.
- ii) This section of the proposal will consist of a statement of understanding concerning the objectives of the proposed relationship. It should further explain how best to accomplish the objectives. It also will present a detailed description of the Proposer's proposed approach to providing each of the services specified in this RFP. This section will describe the services to be provided, who will provide the services, how the services will be provided, and the management systems the Contractor will use to support provision of services and accomplishment of performance objectives and standards.
- This section will include a description of things such as the process to use that will promote compliance with the PM program; scheduling services to minimize disruption to the conduct of the County's business; establishing priorities among competing demands, controlling the quality of services provided; and tracking the work that is achieved, and otherwise accomplishing the County's objectives. The Contractor must discuss each of the requirements of the RFP clearly and completely in this section of the proposal.

d) Transition Plan

This section of the proposal will describe the actions that the Proposer will take to accomplish a successful transition to agreement services and the resources the

Proposer will employ in addition to resources needed to provide Target Services. The Proposer will describe how they will maintain continuity of service during the transition period. The Contractor will provide a timeline of events and milestones for the transition period that highlights specific actions to take and specific resources, including personnel and equipment.

e) Service Alternatives and Exceptions

- i) This section of the proposal provides the Proposer the opportunity to suggest alternatives to the scope of services and conditions set forth in this RFP which, in the Proposer's judgment, will further advance accomplishment of the County's fleet management objectives. In addition, the Contractor must state in this section whether it takes exception to any provision set forth in this RFP.
- ii) The County prefers to receive technical proposals that are inclusive of all provisions set forth in this RFP without exception. The County prefers to have Contractors define alternatives in terms of changes in the technical and cost proposals that will enable the County to evaluate clearly and consistently the merits of these alternatives relative to the scope of services and conditions set forth in this RFP.
- iii) This section is mandatory. Failure of a Contractor to include this separate section in its proposal means to the County that the Contractor takes no exceptions to the terms and conditions specified in this RFP and offers no alternative terms and conditions.

f) Organization and Staffing

This section will present the Contractor's proposed organization structure and will present a staffing chart showing specific job classifications, number of employees and full-time equivalent employees (FTE) by position, and reporting relationships. Resumes for all key managerial/supervisory positions must provide in sufficient detail to determine the nature and depth of each individual's relevant experience and their relationship to the Contractor. Note that background checks will be required for all Contractor personnel and will be completed at Contractor's expense before contract operations begin.

g) Qualifications and Experience

- i) In this section of the proposal, the Contractor will describe its record of accomplishment in performing services comparable to those specified in this RFP, and other information relevant to making a determination as to the ability of the Contractor to perform these services. The Contractor will describe its experience with the full range of vehicles and equipment in the County's fleet. The minimum qualifications for this project are that proposers have been providing fleet management and maintenance services substantially similar to those in this RFP for a minimum of five (5) years and are currently providing these services to at least five (5) clients with fleets that are similar in size and composition to the County's.
- ii) This section will include a list of all work of this nature the Contractor has performed within the past five years. This list will include the name of each client, a client contact and telephone number, the size and composition of the client's fleet, the scope of services provided, effective dates of the contract(s) with this client, and the annual contract cost. The Contractor will distinguish fleet maintenance work from other work when both are part of a single agreement.

h) Compliance with the County's Insurance Requirements

The Contractor must acknowledge and agree to meet the following insurance requirements:

- The Contractor shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Contractor's employees engaged in any work under the Agreement.
- ii) General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate.
- iii) Workers' Compensation in the amount of \$500,000 employer's liability
- iv) 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
- v) Cyber liability in the minimum amount of \$1,000,000 per occurrence
- i) Compliance with Federal Contracting Standards

The Contractor must acknowledge and agree to meet the federal contracting standards as outlined in Appendix F.

j) Cost Proposal

Part II of the Contractor's proposal will present, separately bound, and sealed, the business elements of the cost proposal and must be consist of the following sections:

k) Target Cost Proposal

- i) The Contractor must use the Target Cost Schedule (Appendix D) for the presentation of its Target cost proposal. The Proponents are to submit Target cost amounts for each cost item identified in the Target Cost Schedule and for a three (3) year contract term. The cost set forth in the schedule is for establishing a contract Target Budget that will be the Contractors' operating budget for each year of the base period of this agreement. The following instructions and definitions apply to the completion of the Target Cost Schedule:
- ii) Personnel The number of full-time personnel equivalents (FTEs) (one FTE = 2,080 hours per year) proposed for each personnel category listed on the Target Cost Schedule will be noted along with the corresponding total personnel cost for this category. Personnel costs must be broken down into wages and salaries and fringe benefits costs by job classification. Any bonuses awarded by the Contractor to personnel because of cost savings realized under this agreement relative to the Target cost the County will not reimburse and should not be included in the cost to the County. Note that Personnel costs should not be burdened with any overheads or administrative costs.

- iii) Parts, Supplies, and Outside Services Costs All repair parts, supplies, materials, and vendor services required to provide Target services.
- iv) Overhead Costs General, administrative, and overhead costs included in the Target cost will include indirect expenses incurred for such items as, office supplies, uniforms, bonding costs, insurance, copying services, non-capitalized equipment shop tools and insurance. Costs for maintenance and/or rental equipment used in delivering goods and services under the terms of this RFP are also overhead costs. The County will not reimburse any indirect costs in connection with the following: bad debts, donations, entertainment, fines and penalties, lobbying, defense of criminal charges, and alcoholic beverages.
- v) Corporate and Management Fee Costs for central corporate services, management fees, and profit will be included in this cost line.
- vi) Cost proposals should be well documented with a separate narrative discussion and explained to aid in evaluating the rationale and reasonableness of proposed costs. The County reserves the right to reject poorly documented cost proposals and/or follow-up with proposers to obtain required documentation.

Non-Target Cost Proposal

Respondents should assume Non-Target service costs will be equal to 15-percent of Target service costs. However, no amount of Non-Target services are guaranteed to the Contractor and will be entirely at the discretion of County departments who will base their decisions on a combination of cost, convenience, and quality of such services provided by the Contractor.

Approximately 75% of non-target work are expected to result from accident damage repairs. All such repairs are currently sent to outside body and paint shops. The Contractor may be asked to manage all Non-Target work sent to outside contractors. The County will work with the selected Contractor to develop a schedule of fully burdened rates to bill all services to work orders and to invoice the County for Non-Target services. Rates will be based on the Target Services budget and estimates for Non-Target volumes of services (such as labor hours, parts, third-party services).

Proponents should use the example rate calculation in the Non-Target cost form to complete estimated rates for this contract. Proponents should address their plans for providing these important services in their Technical Proposals including methods to control costs and to meet customer service expectations.

m) Transition Cost Proposal

The County recognizes that resources in addition to those needed to provide ongoing Target services might be required during the transition period. The Contractor will document these costs in its proposal. A detailed breakdown of the proposed transition costs is required.

n) Proposal Submission Address

Proposers must submit their Proposals to the County at the following location by 1:00 P.M., Thursday October 21, 2021.

Anna Bumgarner | Director of Purchasing/Contract Administration Rowan County Purchasing Department

130 W. Innes St., Salisbury, NC 28144

o) Number of Copies

Each Proposer will submit One (1) original and one (1) copy of each proposal in a sealed container marked with the Proposer's name and the reference number for this RFP. Additionally, each Proposer will submit one copy each of the Technical and Cost proposals electronically on a thumb drive. Each Proposer's will submit the Technical and Cost Proposal in separate envelopes, with the proposal marked as "original" clearly labeled on the outside of the container.

p) Late Proposals

Any Proposal received after the date, time specified above will not receive consideration for contract award, and the proposal returned unopened.

q) Basis of Award

The County will evaluate all proposals submitted as well as its own in-house capabilities to perform fleet services. This RFP is not a guarantee that a contract will be awarded. The County expressly reserves the right to reject all proposals received for any reason, and to waive any of the terms, conditions, and provisions contained in the RFP. Such waiver will be at the discretion of the County, to the advantage of the County, and in the County's interests.

r) Contractor Selection Process

- i) A County team will review and evaluate all proposals submitted in response to this RFP. The Committee will conduct a preliminary evaluation of all proposals based on the information provided in the technical proposal. The County reserves the right to make on-site visitations to assess the capabilities of individual Contractors and to contact references provided with the proposal. In addition, the County may arrange for discussions with firms submitting proposals, if required, for obtaining additional information or clarifications. Following the review of technical proposals, the team will conduct a similar review of cost proposals.
- ii) Based upon the results of the evaluation by the team, the County may elect to interview the top-ranking Proposer(s). The County will consider the following attributes of each Proposer's proposal in making this determination. Proposers should not construe the order of these attributes as a measure of their relative importance in the evaluation.
 - (1) Cost and vendor financial stability
 - (2) Qualifications and experience
 - (3) Understanding, approach, and responsiveness
 - (4) Organization and staffing including project manager
 - (5) Exceptions, innovations, and service improvements
 - (6) Quality assurance plan
 - (7) Transition plan

iii) The County will enter negotiations with the highest rated qualified Proposer if the team considers it advantageous to the County. The Proposer and the County may negotiate any changes desired in the RFP if deemed in the best interest of the County. If the County cannot negotiate a satisfactory proposed agreement with the highest rated qualified Proposer, negotiations will terminate. Negotiations will then be undertaken with the second most qualified Proposer, and so on until the County reaches an agreement or the County formally rejects the remaining proposal(s) or cancels the solicitation process.

APPENDIX A - FLEET INVENTORY AND VEUs

(Please refer to separately provided Excel spreadsheet)

APPENDIX B – LIFE EXTENSION CRITERIA

Vehicle Type	Age Criteria	Use Criteria
Cars and Light-Duty Trucks	10 years	125,000 mi
Law Enforcement Cars and Light-Duty Trucks	7 years	125,000 mi
Special Transportation Vans	10 years	150,000 mi
Medium and Heavy Trucks	12 years	150,000 mi
Trailers	20 years	NA

Note that extended life will apply if either the age or use criteria have been met.

APPENDIX C - PREVENTIVE MAINTENANCE PROGRAM

Objective: To reduce overall fleet downtime and maintenance costs by periodically inspecting each unit and performing regularly scheduled preventive services, based on sound fleet management principals and manufacturer recommended service schedules.

Service schedules are provided in the table below:

PM	PM Focus	Cycle
	Bumper-to-Bumper (includes oil analysis on diesels and emergency vehicles)	6,000 mi or 12 mos.
PMN	NC Emissions, OBD II and Safety	12 mos.
	Transmission Service, Fluid Filter and Inspections	60,000 mi or 60 mos.

Contractor will provide the County with a PM Forecast report each month through electronic mail. Contractor will provide a weekly schedule based on the PM forecast which will permit both Contractor and the County to manage their weekly workload to accommodate forecasted PMs.

Contractor will replace all brake shoes and brake pads during PM's when, upon inspection, they are found to be worn 50% or more from their new condition. Brake rotors and drums will be resurfaced and replaced when OEM-specified tolerances have been exceeded.

APPENDIX D - COST PROPOSAL FORMS

(Please refer to separately provided Excel spreadsheet)

APPENDIX E - AVAILABLE SHOP EQUIPMENT

- WHIP 12,000 Drive on Lift
- WHIP 11,000 Lift
- Brake Drum Turn Lave
- Work Bench
- Transmission Lift
- Large Compressor
- Large Toolbox
- Used Oil Drain Caddy
- Used Oil Storage Tank x2
- Various Tools Pneumatic and Hand
- Office/Storage Room
- Male/Female Restroom with Shower
- Eyewash Station
- Locker Storage
- Inspection Station
- AC Recovery Freon Unit
- 2- Bay Area with Garage Doors Lift
- Storage Area for Vehicles
- Assorted Tools
- 5-Gallon Air Tools
- 2- Portable Tools Boxes
- Tool Cabinet
- Head Lamp Alignment
- Fluid Extractor– 22 Gallon
- Spring Compressor Unit
- 12-Volt Booster Pack

APPENDIX F - FEDERAL CONTRACTING STANDARDS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are

applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
 - (J) See §200.323.
 - (K) See §200.216.
 - (L) See §200.322.

APPENDIX D COST PROPOSAL FORMS

TARGET COST PROPOSAL

	Man da m						
	Vendor:	Year One		Year Two		Year Three	3 Yr Total
Wages and Salaries							
Management and Administrative	\$	-	\$	-	\$	-	\$ -
Mechanics	\$	-	\$	-	\$	-	\$ -
Parts Personnel	\$	-	\$	-	\$	-	\$ -
Other Personnel	\$	-	\$	-	\$	-	\$ -
Subtotal `	\$	-	\$		\$	-	\$ -
Fringe Benefits							
Management and Administrative	\$	-	\$	-	\$	-	\$ -
Mechanics	\$	-	\$	-	\$	-	\$ -
Parts Personnel	\$	-	\$	-	\$	-	\$ -
Other Personnel	\$	-	\$	-	\$	-	\$ -
Subtotal	\$	-	\$	-	\$	-	\$ -
Parts& Supplies	\$	-	\$	-	\$	-	\$ -
Subcontractor Services	\$	-	\$	-	\$	-	\$ -
Overhead	\$	-	\$	-	\$	-	\$ -
Corp.& Admin. Fees	\$	-	\$	-	\$	-	\$ -
Total Target Cost		\$	0	\$	60	\$0	\$0

Notes:

- 1. Provide detail for each cost element on a separate page, as required.
 2. Explain changes from year-to-year on a separate page, as required.
 3. Provide number or personnel in each staffing category for wages, salaries and fringe benefits

Management and Administrative Mechanics

Parts Personnel

Other Personnel

NON TARGET COST PROPOSAL

Total Target Cost for Year 1	\$500,000 example
Number of mechanics (does not have to be a whole number)	2.5 example
Expected annual direct labor hours per mechanic (for example, 1500)	1500 example
Total labor hours	3750 calculation
% of business activity expected to be associated with shop labor (i.e. not parts, fuel, or subcontractors)	70% example
Annual associated cost (% x target budget)	\$350,000 calculation
Regular time labor rate	\$93.33 calculation
% of business activity expected to be associated with parts management	5% example
Annual associated cost (% x target budget)	\$25,000 calculation
Estimated annual parts cost (based on target budget, VEUs and contractor experience)	\$100,000 example
Estimated markup on parts	25% calculation
% of business activity expected to be associated with management of subcontracted services	5% example
Annual associated cost (% x target budget)	\$25,000 calculation
Estimated annual cost of subcontractor services (based on target budget, VEUs and contractor experience	\$100,000 example
Estimated markup on subcontracted services	25% calculation
% of business activity expected to be associated with fuel management services	5% example
Annual associated cost (% x target budget)	\$25,000 calculation
Estimated annual fuel cost (based on County's 2022 budget)	1,727,197 example
Estimated markup on fuel services	1.4% calculation
% of business activity expected to be associated with fleet management services	15% example
Annual associated cost (% x target budget)	\$75,000 calculation
Total VEUs (from Fleet List tab)	600 example
Estimated annual fleet management fee per VEU	\$125.00 calculation
	100% calculation (check of %s)

TRANSITION COST PROPOSAL

Item Description

\$ \$ \$ \$

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: September 15, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006, and is hereby made part of the service request document to the same extent as though it were originally included therein.

Title Page

Preproposal Conference: Thursday September 23, 2021

Time: 1:00PM

Location: 425 Airport Road, Salisbury, NC 28147

Web meeting link: Join Zoom Meeting

https://rowancountync.zoom.us/j/99450364159?pwd=aG1DS1E4RFozQmN6Q29nTUJ0e

ktoQT09

Meeting ID: 994 5036 4159

Password: 674263

Phone dial in link: Dial by your location

+1 720 928 9299 US (Denver)

+1 213 338 8477 US (Los Angeles)

+1 602 753 0140 US (Phoenix)

Meeting ID: 994 5036 4159

Password: 674263

following the conference, a tour of the shop will be conducted

Page 2, Section I

1) **DEADLINE FOR SUBMISSION**: 1 P.M. Thursday, October 21, 2021

Page 35, Appendix A

Posted on County website https://www.rowancountync.gov/675/Purchasing See Attachment A and D

Page 38, Appendix D

Posted on County website https://www.rowancountync.gov/675/Purchasing See Attachment A and D

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: September 30, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

- Q1. Page 3- Purpose of Solicitation
 - A. iii. Question regarding the RFP budget of \$383,000. Confirming that this is the amount that was budgeted for 2022 spend; however, this spend was determined prior to undertaking this initiative. The entire 2022 budget will cover the cost of vehicle maintenance & repair including the cost of management and technicians and any admin required as a result of the requirements documented within the RFP.
- A1. The \$383,000 is the amount in the current FY22 Budget for spend on vehicles. The services requested in this RFP are not currently part of the FY22 Budget. A Budget amendment will need to be done once the amount of this contract is determined.
- Q2. Page 4- Tooling- What existing tooling/equipment will be made available to the contractor to use from existing shop if any?
- A2. Refer to the list provided in the RFP and the video.
- Q3. Page 5 Contract Period-Commencement of Operations- Is there any flexibility in the time requirement of the 60 days?
- A3. The County prefers that the selected contractor start operations within 60 days. However, firms are free to propose alternatives that are supported by a business case narrative.
- Q4. Page 9- EVT Certification- According to www.evtcc.org/faq, "EVT exams are offered at "Nationwide" test sites only twice a year, in June and October.", Just a call out that this will require a grace period depending upon start date, is this accurate?
- A4. The County prefers that the selected contractor provide technicians that are EVT certified at the outset of operations. However, firms are free to propose alternatives that are supported by a business case narrative.

- Q5. Page 10- Other Inspections-Crane and Aerial Inspections- Does the County currently have specific inspection criteria and/or possess testing equipment for these inspections?
- A5. This requirement can be deleted as the County does not have cranes or aerial devices.
- Q6. Page 12- Tire Purchasing-Are there currently any tire purchasing programs in place that the contractor will have to either assume or participate in?
- A6. No
- Q7. Page 14- New Vehicle Acceptance-Does the County have specific vendors that should be utilized by contractor for installation of radios, computer equipment, etc.?
- A7. The County does work with several vendors for radio installation and computer equipment. This process is typically done at the time of purchase for public safety vehicles. The City of Salisbury radio shop typically performs most installations at their facility.
- Q8. Page 15- Inclement Weather Support-To what extent of support is expected during the "weather events" and is the support within the scope of maintenance and repair?
- A8. The contractor must provide full support for fleet maintenance during weather events. This will be a target service unless support is provided after normal business hours.
- Q9. Page 16- Part and Inventory Mgmt. (Procurement)-Are there any existing purchasing programs that contractor will be required to utilize on behalf of the County? Does the County have any parts inventory?
- A9. The County does not have any existing purchasing programs or contracts in place. There is no parts inventory.
- Q10. Page 17- Title and Registration- What is the average annual quantity of new vehicles during the past (5) years that have required title and registration?
- A10. Please refer to the provided vehicle inventory for a list of vehicles by model year.
- Q11. Page 27- Daily and Monthly Reports-Are you willing to look at proposals that are not based in a transactional model?
- A11. The County is open to reporting alternatives that are supported by a business case narrative.
- Q12. General: Vehicle Document-Should vehicles marked as out of service be included in the fleet count?
- A12. Yes

- Q13. Fleet List Can you provide the serial numbers/VINs for each of the units listed in the RFP?
- A13. This information is not available.
- O14. Fleet List What type of body is mounted on the rear of 9435 Freightliner (RCSO)?
- A14. It is a storage/utility box. At one time it was used at the airport as a water tank. Box shows Reading Body Works, Inc Model # SPM60-HD132AW Serial 252093
- Q15. Fleet List What type of body is mounted on the rear of trucks belonging to Environmental Management (Landfill/Recycling):
- A15. 222 1990 Peterbilt Water Tank Truck
 - 9930 1996 Mack DM6905 Roll off
 - 9927 1999 International 4700 Flat Dump Bed
 - 735 2002 Freightliner Road Tractor (water tanker)
 - 1116 2005 Mack Granite Dumb Truck
 - 1213 2012 Mack Granite Roll Off
 - 1326 2013 Ford F550 Service Body Truck
 - 1327 2013 Ford F650 Flat Dump Bed
 - Not issued 2021 Mack Granite Roll off
 - The County does employee one heavy equipment mechanic and plans to keep servicing the Environmental Management heavy equipment in house.
 - Environmental Management would like for tag and title to be handled by the contracted vendor.
- Q16. Fleet List what type of body is mounted on the rear of trucks and vans belonging to Emergency Services, are they ambulances?
- A16. 1418-Taylor Made Ambulance
 - 1419-Taylor Made Ambulance
 - 1528-Medix Ambulance
 - 1529-Medix Ambulance
 - 1623-Medix Ambulance
 - 1624-Medix Ambulance
 - 1717-Medix Ambulance
 - 1718-Medix Ambulance
 - 1719-Medix Ambulance
 - 1817-Medix Ambulance
 - 1818-Medix Ambulance
 - 1924-Medix Ambulance
 - 1925-Medix Ambulance
 - 2020-Medix Ambulance
 - 2021-Medix Ambulance

- Q17. Fleet List Are 0204 and 0422 belonging to Emergency Services, Hazmat Bodied Trucks?
- A17. 0204-Pierce walk in rescue body 0422-Pick up body with camper shell
- Q18. Fleet List are the following units belonging to Transit department, cutaway buses or regular passenger vans?
- A18. 49112-Cutaway 50292-Cutaway 37104-Para-Transit Van 1802-Para-Transit Van 1904-Cutaway
- Q19. Can the main drive through be used for performing repairs during off-hours (after 5 PM or weekends)?
- A19. The Drive thru can be used with proper authorization. The building locks down after 5PM on M-F operation. Weekends and Holidays are locked down 24 hours.
- Q20. Since the roll-off trucks will not fit in the 2-bay shop area provided, is there any shop area available for use for maintenance of these units at the landfill?
- A20. No, the County does employee one heavy equipment mechanic and plans to keep servicing the Environmental Management heavy equipment in house. Environmental Management would like for tag and title to be handled by the contracted vendor.
- Q21. II. PURPOSE OF SOLICITATION Section b) Overview Of Fleet Operations In The County, #iii---What is the total project budget including staffing, equipment, repairs, maintenance, etc.? Does the \$383K only cover Repair & Maintenance, not staffing, etc?
- A21. See the A1
- Q22. TARGET SERVICES, VIII VEHICLE MAINTENANCE AND REPAIR, 1) Welding and Fabrication---Will the County be proving the welding equipment, or should contractor include the costs in their proposal, as this service is required by the RFP?
- A22. The County will not provide any welding equipment. Firms may elect to outsource these services or include equipment in their transition cost proposal.
- Q23. TARGET SERVICES, VIII VEHICLE MAINTENANCE AND REPAIR, f) Tire Services---Will the County be proving the tire equipment, or should contractor include the costs in their proposal as this service is required by the RFP?
- A23. The County will not provide any tire equipment. Firms may elect to outsource these services or include equipment in their transition cost proposal.

- Q24. Should the contractor plan to provide all diagnostic equipment?
- A24. The list of equipment the County will provide is included in the RFP appendix. Firms should list any additional equipment in their transition cost proposal.
- Q25. Is there a bid or performance bond with this contract?
- A25. A bid or performance bond is **not** required.
- Q26. Attachment A Fleet List and VEUs- Are designated "out of service" and "spare" vehicle assets of County to be excluded from VEU calculations?
- A26. See A12.
- Q27. Attachment A Fleet List and VEUs- Could you provide a description of all the vehicle models. For example, Emergency Services has Ford E450 trucks. Are these ambulances or Brush trucks? If ambulances, what body OEM? Etc.
- A27. See A14-17.
- Q28. May we have a list of all the fleet maintenance vendors attending the pre-bid meeting?
- A28. First Vehicle Services, Shenandoah Valley Fleet Maintenance and Management, Transervice, and Vector Fleet Management
- Q29. Do patrol vehicles have individual drivers or does Rowan County slip seat?
- A29. The majority of the Sheriff vehicles have individual drivers.
- Q30. Do we have a separate parts room?
- A30. There is not current parts room space. This is a large warehouse so an area could be designated for parts. The office space is large enough to store sufficient parts. When operating repairs to fleet maintenance in the past, it was large enough with shelve racks and office staff. If not large enough, there may be suitable space available, but not secured.
- Q31. What is the size of the office space?
- A31. 18' \times 15.5' = 279 square feet
- Q32. Will the breakroom be shared?
- A32. Yes, the breakroom will be shared space with our facilities staff. They are out in the field most of the day.
- Q33. Is the shop wired for internet?
- A33. Yes, the current office space has both wired and Wi-Fi available.
- Q34. Would it be possible to get a copy of the shop video to share with my colleagues preparing our proposal?
- A34. The video is available at: https://vimeo.com/611977964/596c422112

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: October 4, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

- Q1. In reference to Addendum # 2, Q20 Environmental Management trucks; the answer you provided was that the County does employee one heavy equipment mechanic in house. Does that mean that mechanic will also service the units addressed in Q15? Or will the Contractor maintain these units and should include them in their bid?
- A1. As stated in Q15 of Addendum 2, the county does plan to continue to maintain and service the heavy equipment in the Environmental Management Department. The County would like for the contract to handle the tag and title for the listed equipment.
- Q2. The County would like for the contract to handle the tag and title for the listed equipment in Q15, and do repair work for these trucks, just not the off-road equipment. Correct?
- A2. The contract will only handle tag and title. No other work for the items listed in Addendum 2 A15 will be handled by the contract.
- Q3. Addendum 2 A15, indicates the County will retain a mechanic for Environmental Management and this mechanic maintains the aforementioned 9 vehicles/equipment. Is this employee in a Union? If yes, which Union and is the Union the same as other County employees?
- A3. No, this employee is not part of a Union.

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: October 15, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

Q1. Section VI. c) Cost Adjustment for Changes in Fleet Size. The example provided has an error. It states that:

"If the size of the County's fleet were then to increase by five (5) vehicles that had a total vehicle equivalent numerical value of 15 during the third month of contract operations, then the contractor could apply for an increase to its Target Budget of \$1,500 per month beginning in month four (4) of contract operations."

A1. It should be ...an increase to its Target Budget of \$1,250 per month....



Proposal

2021

Proposal for Fleet Management and Maintenance Services RFP# 2022-006

Technical Proposal Part I

COPY



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10/18/2021



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Part I. Technical Proposal

1.0 Corporate Overview



and OEM inspection and storage.

Since 1988, Vector Fleet Management, LLC (VFM) has provided dedicated fleet maintenance, with an optimization approach to produce more efficient and effectively managed fleets while helping eliminate fleet redundancy, extend life cycles and improve operator safety.

Our many existing partnerships include government contracts, which consist of cities, counties, hospitals and universities throughout the U.S excluding Alaska and Hawaii. We also have partnerships with private companies that consist of mining, utilities, foodservice, beverage companies

Today VFM manages two of the largest government contracts in the US.

VFM fleet maintenance and management program favorably impact costs, services levels and life expectancy of equipment. This is achieved through deploying skilled personnel, a world-class fleet management information system, vocation specific fleet planning and competitive parts and tire sourcing.

VFM consistently delivers on this commitment because maintenance is our only mission. Our singular focus on improving our client's maintenance performance, which allows them to focus on their core mission of serving their constituents.

<u>Organization:</u> Vector Fleet Management, LLC, 9300 Harris Corners Parkway, Suite 350, Charlotte, North Carolina, 28269, Ph: 704-921-0148, Fx: 704-921-9880, www.vectorfleet.com

Services: Dedicated, Customized Fleet Maintenance and Management Services

Contact Person: Aubrey Felton, Executive Vice President

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cmoran@vectorfleet.com

County, City, State and Federal Registration Numbers

Vector Fleet Management, LLC has provided our Federal and State registration Numbers below:

<u>FEIN #</u>: 20-5680368 <u>DUNS#</u> 80-922-4822 State ID# 600610089

Financial Statements for the past three (3) years will follow after this section.

Audited: 2018 Audited: 2019 Audited: 2020



6 Segments Vector Fleet Management Specializes in:

1. Municipalities

Fleet Maintenance Experts for your diverse Public Fleet



3. Parts Management

Cost Savings, efficiencies and productivity enhancements for your shop with our parts and supplies dedicated program.



5. OEM / Remarketing

Intake, inspections, vehicle prep and reediness, your OEM partner to help manage the fleet



2. Mining

Professional fleet maintenance for the high demands of a mining fleet



4. Private Fleet

Fleet maintenance and management for the uncompromising demands of private fleet



6. Utility

Fleet maintenance for Public and Private Utility





2.0 Approach

2.1 Understanding



The success of Rowan County fleet program is directly dependent upon the proper management and maintenance of your fleet. Vector Fleet Management, LLC (VFM) has been managing and maintaining fleet equipment for over 33 years consisting of Municipal fleets ranging from 80 units to more than 3500+ units.

VFM maintains in excess of \$3.5 billion in customer assets every day in locations across the Country.

Since 1988, VFM has been providing cost-effective and reliable fleet maintenance and management services. We have

accomplished this through our core beliefs:

- As a Charlotte North Carolina Based fleet maintenance and management company, VFM will be able to provide support, oversight and exemplary fleet maintenance performance to Rowan County.
- We believe each client fleet requirements and operational demands are unique and thereby require a specific approach to our overall staffing, inventories, and processes
- We believe in today's economic environment our clients should be able to depend on uniformity in fleet maintenance costs
- > We believe in providing our technician teams with the proper training, diagnostic software, and tooling required for each specific clients fleet
- We believe in a providing a national parts procurement solution for our clients which will lower overall operating costs
- We believe in a detailed Quality Assurance Program, which reduces downtime, rework, and overall client costs
- We believe in benchmarking our performance internally and for our clients, using industry Key Performance Indicators
- > We believe in providing our clients real-time access to their fleet information through our Maintenance Software Solution
- We believe in clear lines of communication throughout our organization and with our clients
- We believe nothing is more important than the safety of our team members and clients employees. We maintain our clients fleets like our family is operating the equipment
- We believe each client is a business partner, one in which we share successes and setbacks; ultimately pulling in the same direction with the same goals and objectives.

If our belief systems aligns with yours then we are the Right Choice for your operation!



2.2 Through this partnership, Rowan County can expect:

a. Meeting Rowan County's Operational Readiness Requirements

VFM has developed proven management and leadership initiatives which increase operational readiness and enhance our ability to mitigate maintenance failures, including:

- Vector Fleet Managements Corporate Office located in Charlotte is 40 minutes south of Rowan County, NC.
- Flexible and increased shop hours to meet the needs of the client.
- <u>Condition Based Maintenance</u> processes such as periodic engine compression checks, along with oil and lubricant analyses to determine pending engine, transmission and, differential repairs before they occur.
- Increased use of On-board Diagnostics and other computer aided online diagnostics capabilities.
- · Qualified and fully staffed shop and parts room.

b. Reduce Overall Fleet Maintenance Cost

Our experience with all types of fleets, results in cost reduction across various areas, which ultimately reduces costs associated with fleet maintenance and management:

- Complete PM Services, with weekend Service performed with a PM inspection Checklist. This
 will identify any existing or developing issues. We utilize our exclusive Preventive Maintenance
 checklist that have been developed over the past decade utilizing OEM guidelines and our own
 real world expertize of systemic issues.
- Major Supplier Agreements to reduce overhead costs. We have major suppliers preposition
 fast moving parts in the shop for our use. Most repairs are completed in-house instead of sourcing
 a local OEM dealer for support. VFM will buy locally to cut transportation-shipping costs. We rely
 heavily on local vendors to provide the bulk of our needed fast moving items such as filters, brake
 pads, rotors, tires and rubber products.



























• Inventory Management Reports will be produced periodically to identify obsolete and slow moving parts and return them for credit, which will further reduce the overhead expenses and allows for a responsive parts room. Our inventory system will supply the County with the "right" parts, at the "right" time, for the "right" cost.



c. Decrease overall fleet downtime

Improving Vehicle and Equipment Availability is the most visible standard and causes the most challenges in a County environment. We recognize this important metric and apply our expertise to keep the operational fleet at its maximum availability:

- Dedicated Preventive Maintenance Programs will be implemented to meet and exceed your fleet maintenance needs and requirements, while being compliant with OEM specifications.
- Certified Maintenance Staff ASE and EVT Technicians as well as corporate, management staff and a Certified Parts Staff that includes Certified ASE P1 & P2
- Rigorous Certified Training Program, which consists of 18, required courses to become a Vector Corporate Certified Parts Staff.
- Fleet Management Information System (TMT) implemented for a customized PM scheduling process through the County's fleet management information system (TMT) will increase the County's fleet availability while extending unit lifecycles and reliability. TMT will be the sole FMIS for VFM, meaning no need for dual entry into another FMIS.
- d. Continue and Improve The County's ability to provide a high-level of services to residents

 VFM looks at every aspect of the support and collaborating required achieving the goals of the County.
 - We incorporate an extensive system of customer feedback. We want to know what we can
 do better, how we can adapt our processes to make it easier to get the work done, to identify
 and reward outstanding employees and likewise those whose performance is not up to
 standard. We read every form, review them at corporate level and take prompt corrective
 action where needed.
 - Then we respond to the customer who submitted the feedback so they know that we appreciate their input and have reacted accordingly.
 - All of the corporate officers are ASE certified technicians, up to and including the President/CEO. These individuals can relate to the dynamics of a shop environment and what it takes to make things happen. There is no substitute for practical experience.
 - Our corporate staff makes regular scheduled and unscheduled site visits to keep abreast of
 the customers day-to-day issues. In addition, our corporate managers meet with department
 heads, purchasing directors and County managers to ensure that VFM is meeting the needs
 of those concerned, as well as being kept informed of changes in operations, budgeting
 issues, and other County planning initiatives.



2.3 Dedicated Fleet Maintenance Program

By submitting this proposal Vector Fleet Management, LLC (VFM) is committed to implementing our industry-leading fleet practices necessary to maintain the County's fleet. This service will include, but is not limited to:

Scope of Services	Management Services			
Facilities / Hours of Service	Management Plan			
Security	Transition Plan			
Preventive Maintenance	Reporting			
Routine Maintenance and Repair	Fleet Management and Information System			
Non-Vehicular Equipment	Invoicing			
Fleet Assessment	Purchases			
Scheduling	Staffing Provisions			
Performance	Training and Continuing Education			
Annual Inspection	Insurance			
Repairs	Safety Management			
Repair Limitations	Inventory Control			
Road Calls and Towing	Quality Assurance Control			
Warranty	Obsolete Inventory Management			
Rework	Telematics			
Outside Repairs & Subcontracting	Fuel Management			
Vehicle Preparation and Disposal	Asset Remarketing			
Unit up-fitting and decommissioning	Bids & RFPs			
Parts and Inventory Management	DOT Compliance			
Accident Repairs & Subrogation	Emergencies			
Vehicle Refurbishment	Bonding			
Directed Work and Technical Advice	Facility Conversions (CNG)			
Investigations and Audits	Disadvantage Business Programs			
Waste				
Daily Fleet Availability				
Quick Fix				
Motor Pool				
Tires / Tire Management				



2.4 Our Commitment

Vector Fleet Management, is committed to implementing our industry-leading fleet practices, which will result in the following benefits:

- We will introduce and strive to exceed high levels of Accountability through Performance Thresholds.
- Our commitment to quality guarantees that we will continuously improve our fleet management operations and work processes to provide the most efficient and cost-effective service delivery for the County.
- Our inventory management system will insure the County's unusable and obsolete inventory will be eliminated as a financial burden.
- We will uphold compliance with all safety, environmental, vehicular, and personnel legal mandates in our fleet operation on behalf of the County.
- We will provide an experienced management team and technical personnel who will make customer service a top priority for the County.
- We will incorporate, into TMT, our nationwide asset maintenance data from our FMIS, to improve overall asset lifecycle.
- We will provide real-time reporting access to the County through our Customer Portal. This will allow each department to see the specific unit information and reporting on an as needed basis.
- We will work with the County to bring innovative solutions to your fleet operation. As your partner, we will
 offer suggestions for managing your fleet and help you by recommending the number and types of vehicles
 required to deliver services efficiently and cost effectively.
- We will implement our industry-leading fleet management and maintenance practices and make recommendations that can increase your fleet's productivity and/or help cut costs. For example, if we detected a unique maintenance need, we would recommend a maintenance or replacement plan to address it.
- We will assist the County in preparing purchase specifications for additional or replacement vehicles and service equipment.
- Additionally, we will provide inspection services and assessments of used vehicles and equipment under consideration for purchase or lease; a process we are considered industry experts in.

Our highest commitment is our dedication to service excellence. Every VFM employee is committed to providing a superior partnership experience, every time. Our employees will focus on quality and timely fleet service delivery. We invest in their technical training and professional growth and, reward them for completing VFM's training curricula and for providing outstanding customer service.

2.5 Staffing Requirements

Vehicles and Equipment shall be accepted at any time. VFM has performed an analysis of the County's staffing needs and proposes to provide the staff support for the County's location. VFM staffing reflects:

- The time of Shift Operation at the Fleet Maintenance location
- Provide Roadside support for the County
- Observe all the County's recognized Government Holidays
- Monday through Friday between the hours of 7:00 AM and 5:00 PM





2.6 Preventive Maintenance

The purpose of Preventive Maintenance (PM) is to maximize a vehicle's availability and longevity. VFM's preventive maintenance program is designed to achieve a level of performance that eliminates the requirement for unscheduled preventive maintenance on vehicles. By adhering to prescribed schedules and performing an extensive inspection at every PM, unscheduled maintenance will not be necessary during the period between scheduled PMs.

With any successful fleet maintenance program, it must be built around a rigorous PM schedule. PM inspections are critical to any quality fleet maintenance program.

VFM's well-executed PM program should achieve the following:

- minimizes breakdown maintenance (towing)
- reduce capital costs
- reduce excessive repairs and major component repair
- reduce operator inconvenience
- most importantly ensure the safe operation of the County's entire fleet.
- Utilize OEM information and review any pertinent Technical Service Bulletins
- Perform any and all state and federal inspections during the PM (unless otherwise specified by the County)

2.6.1 Preventive Maintenance Scheduling Program Requirements

- All customers are provided a completion time for PM and any required inspections.
- For light duty vehicles 8600lbs and under, PM and inspections will begin within 15 minutes of arrival for scheduled service and the customers elects to wait in shop until services are completed.
- 40 Minute PM Service for Light Duty Vehicles.
- PM and inspections. VFM will develop a PM and Inspections due Calendar so appointments may
 be made with sufficient notice to each vehicle/equipment user and operator. This calendar will be
 available through our FMIS Client Portal, phone app and push notifications.

2.6.2 Preventive Maintenance Program

VFM's well-executed PM program has several key elements:

- Scheduling PM activities should interfere minimally with the operator's normal required work schedule. Therefore, vehicle and equipment PM's should be scheduled at times mutually agreed upon by VFM and the County. VFM has developed and will provide an automated PM schedule to the County with sufficient lead-time that the County can give ten (10) working day notice to the vehicle user. PM schedule notification, referencing both the department and unit number, will be provided in writing to the designated Department representative VFM will be responsible for all contact with departments regarding vehicle PM scheduling. The County, the designated Department representatives, and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance.
- Quick Lane PM Program-Optional Service VFM has the capabilities to provide Quick Lane PM program. This will include a 40 minute turnaround time for all light duty and police vehicles.
- **Notification** has started at this point. We will notify individuals and Department heads of the next months' schedule via a formal letter and, if available, we will email each person/office to remind them of the appointment.



- Reporting Each week VFM will prepare a report for the County containing a list of "PM No Shows" and
 any other pertinent information related to PMs. On a periodic basis, we will also provide a report
 outlining statistical analysis, findings, and recommendations to enhance the overall maintenance of the
 fleet. We will notify the senior management of the applicable using agency whenever a vehicle is not
 delivered for service after a second notification. It is VFM policy to note the no shows and should the
 vehicles develop a problem that results in a repair to correct and the cause can be traced to the missed
 scheduled servicing.
- **Performance** will start after all coordination is done and appointments are set. We will use our checklists to perform all necessary inspections and determine if key items are within tolerances or need to be replaced because of age or nearing the end of its useful life. VFM will perform the most appropriate Preventive Maintenance service when vehicles and equipment are in the shop for other reasons.

2.6.3 Preventive Maintenance Automated Tracking

This 'at-a-glance' report is delivered automatically every Monday morning to the Contract Liaison

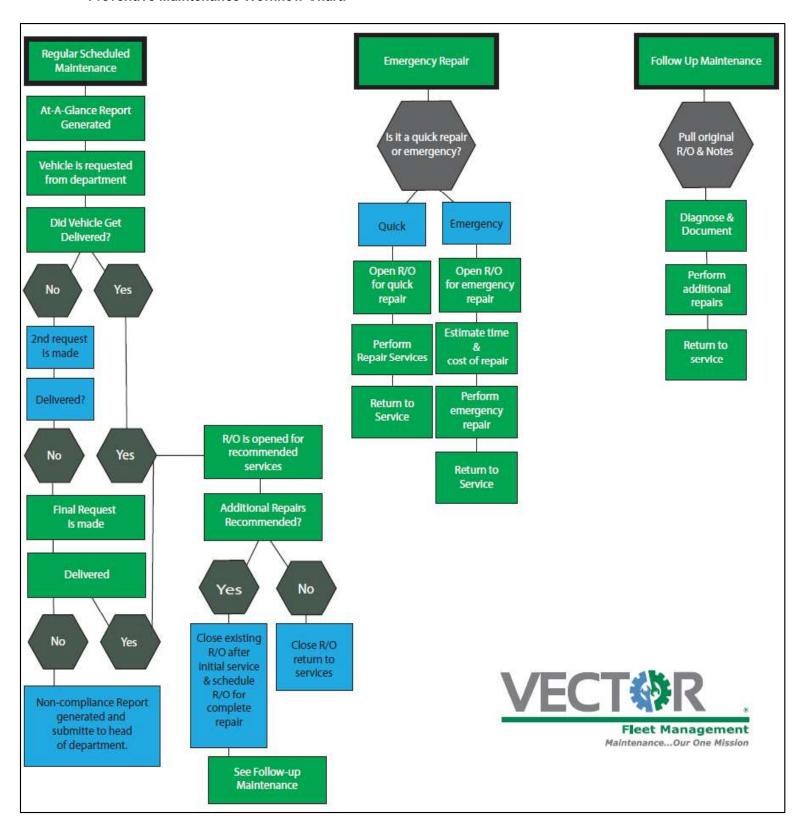
			LAST DONE				
UNIT	DESCRIPTION	LAST DONE	READING	DUE %	INTERVAL	METER TYPE	DUE DATE
6100-7215	Wet (B PM)	Jan 20 2010 12:00AM	63779	129	4000	ODOMETER	Apr 26 2010 12:00AM
7500-80-1	Annual Inspection (C PM)	Mar 10 2009 12:00AM	28466	121	365	DAYS	Mar 8 2010 12:00AM
1425-6247	Wet (B PM)	Mar 17 2010 12:00AM	24548	110	5000	ODOMETER	May 17 2010 12:00AM
7500-10-L	Dry (A PM)	Nov 12 2009 12:00AM	18438	108	180	DAYS	May 9 2010 12:00AM
6100-66	Annual Inspection (C PM)	Apr 28 2009 12:00AM	116143	107	365	DAYS	Apr 28 2010 12:00AM
6210-01-N	Wet (B PM)	Jan 27 2010 12:00AM	117900	101	5000	ODOMETER	May 22 2010 12:00AM
6100-59	Wet (B PM)	Nov 27 2009 12:00AM	145510	99	180	DAYS	May 25 2010 12:00AM
7500-099	Annual Inspection (C PM)	Jun 2 2009 12:00AM	13514	98	365	DAYS	May 31 2010 12:00AM
7500-060	Annual Inspection (C PM)	Jun 1 2009 12:00AM	28944	98	365	DAYS	May 31 2010 12:00AM
7500-041	Annual Inspection (C PM)	Jun 3 2009 12:00AM	10060	98	365	DAYS	May 31 2010 12:00AM
6100-40	Wet (B PM)	Dec 1 2009 12:00AM	90120	97	180	DAYS	May 29 2010 12:00AM
7500-067	Annual Inspection (C PM)	Jun 10 2009 12:00AM	44929	96	365	DAYS	Jun 7 2010 12:00AM
8100-5703	Wet (B PM)	Mar 5 2010 12:00AM	36377	96	5000	ODOMETER	May 27 2010 12:00AM
7500-090	Annual Inspection (C PM)	Jun 12 2009 12:00AM	16458	95	365	DAYS	Jun 11 2010 12:00AM
7500-053	Annual Inspection (C PM)	Jun 15 2009 12:00AM	59836	94	365	DAYS	Jun 14 2010 12:00AM
7500-092	Dry (A PM)	Dec 9 2009 12:00AM	15932	93	180	DAYS	Jun 5 2010 12:00AM
7500-093	Dry (A PM)	Dec 9 2009 12:00AM	5259	93	180	DAYS	Jun 5 2010 12:00AM

2.6.4 Preventive Maintenance Work Flow

VFM has a great deal of experience as a maintenance provider in the Automotive, Medium/Light Duty Truck, Heavy Duty Truck, and equipment markets. We have an executive team composed entirely of former technicians, and individuals who are currently ASE Certified technicians. Commensurate with that experience comes attention to detail, and never forgetting what it was like to operate within a shop on a daily basis. With these shared experiences VFM is intimately familiar with the workflow layout that will increase productivity, improve reliability, and guarantee customer satisfaction.



Preventive Maintenance Workflow Chart:





The following outlines our Maintenance Process for servicing the County fleet.

2.6.5 Vehicle Selection for Services:

- The Site Manager will make decisions for needed services based off of reports received at the beginning of the workday, in coordination with County Fleet Manager.
- Once the Site Manager has looked over the "at a glance" report from our FMIS software, he will
 schedule out the work based upon his findings in the report.
- The site manager will then communicate to the responsible party, that there is a need for maintenance on certain unit numbers.
- Once the vehicle is brought onto the lot, it is taken by its daily driver to the check in area.

2.6.6 Vehicle Check In Protocol:

- The assigned driver for the vehicle requested in the "At a Glance" report will bring his/her vehicle into the VFM check in area of the maintenance facility.
- The driver will disclose any known issues with the vehicle or additional services he/she may be seeking, in addition to the original request for Preventive Maintenance.
- A diagnostic questionnaire is completed by driver which will minimize technician discovery time.
- A VFM employee will then fill out the necessary paperwork for vehicle and create a Repair Order for the vehicle.

2.6.7 Repair Order Creation:

- The repair order mentioned in the previous step will be filled in with a minimum of fifty (50) words of narrative, centered on the reason for the vehicle work order, if that reason is outside of preventive maintenance.
- If the work order is AFTER HOURS, the customer that is dropping the vehicle off will include all pertinent information on the vehicle such a mileage, plate, vehicle description, and a reason for service. He will take this information along with the keys to the vehicle and drop it in the overnight box.
- Once a technician has been assigned the Repair Order he will go pick the vehicle up and bring it into the work area for the start of the maintenance process.

2.7 Maintenance Method:

When the vehicle has been brought into the service bay the Technician will begin to work through the PM Checklist.

- a) Lighting System (including light bars and auxiliary lighting)
- **b)** Steering System (Undercar)
- c) Starting/Charging System
- d) Hydraulics
- e) Auxiliary systems
- f) Brake Linings
- g) Grease Fittings
- h) Coolant, Power Steering Fluid, Transmission and Wiper Fluids
- i) Serpentine Belt and Cooling Hoses
- j) Wipers
- k) Tires are checked for signs of wear
- I) Other Equipment type specific checks
- If no other needed repairs are found at that time, outside of the Preventive Maintenance RO assigned at start, the vehicle will then have all necessary paperwork completed and it will be returned to the lot.
- However, if an additional need for work is found the Repair Order will **still be closed** on the PM order, and a new RO for the repairs at hand will be issued. If the recommended repair exceeds a predetermined dollar value, that vehicle will be referred to the Fleet Manager for approval before advancing.
- PM services are routinely audited by our management staff as part of our VFM Quality Assurance program.



Auto & Pickup PM Form

	DEPARTMENT	RO# _	
Fleet Management Maintenance Our One Mission	UNIT#	DATE	
AUTO & PICKUP PM	VINTIAG	MILEAGE	'85 - 93
(includes police, rescue and ambula		VE L=LUBED NE=NOT EQUIPPED	
		NATION IN THE COMMENTS SECTION	NS.
CAB INSPECTION ITEMS			
TEST DRIVE VEHICLE, PAY ATTENT	TION TO STARTING, TIRE AND	BRAKE PERFORMANCE	
CHECK WINDSHIELD WIPERS AND	WASHER OPERATION		
	IVE PITTING, CRACKS OR "BU	LLSEYES", CHECK FOR SUNPASS "N	MARKED UNITS ONLY"
CHECK WINDSHIELD "TOLL PASS"	DE VELHOLE		
CHECK CONDITION ON INTERIOR OF CHECK REAR SEAT AND INTERIOR	A CONTRACTOR OF THE PARTY OF TH		
CHECK CONDITION OF DECALS			
CHECK PAINT AND BODY CONDITIO	ON		
ITS, AUXILLARY AND EMERGENCY E	COURSE VARIABLE VARI	TLIGHT, PATIENT COMPARTMENT L	GHTING
CHECK ALL SIRENS, SHOTGUN RAC		200	OTTINO .
INE AND ELECTRICAL	and a series of the series of	7.50	
DRAIN OIL PAN - PM-B only			
REPLACE OIL FILTER - PM-B only			
INSTALL OIL PAN, DRAIN PLUG, ANI		DS .	
PM-A - CHECK OIL LEVEL /PM-B FILL INSPECT PCV VALVE	L ENGINE WITH NEW OIL		
INSPECT COOLING SYSTEM, QUAN	ITITY OF COOL ANT ADDED		
INSPECT ALL COOLANT HOSES		-	
CHECK CONDITION OF ALL BELTS,	AND FOR PROPER TENSION		
INSPECT AIR FILTER AND REPLACE			
Territ territorial de centre de la con-	ANITITY ADDED		
FILL WINDSHIELD RESERVOIR, QUA			
CHECK BRAKE FLUID LEVEL. QUAN	VTITY ADDED	HANTITY ADDED	
CHECK BRAKE FLUID LEVEL. QUAN CHECK POWER STEERING PUMP, H	NTITY ADDED	(4.7)(3.6)	
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Trailer Service Inspection Form

VIN/TAG:	WORK ACCOMPLISHED CODES:
VIIVIAG.	☐ = OK L = LUBED
STOMER: UNIT #: HOURS:	D = DEFECTIVE NE = NOT EQUIPPED
	NOTE: All Defective Notations Require an
TE: DOT DUE DATE:	Explanation in the Comments Section
TRAILER INSPECTION	COMPREHENSIVE TRAILER SERVICE
DY .	(Performed ONLY If Directed By VehiCare Manager) BODY
CHECK MUD FLAPS	CHECK SKID PLATE, KING PIN AND UPPER COUPLER
IKE SYSTEM, SUSPENSION AND CHASSIS	ASSEMBLY
CHECK BRAKE LINING THICKNESS (RELEASE BRAKES) L R LR RR	CHECK ALL SAFETY PLACARDS CHECK ICC BUMPER, STEPS AND GRAB HANDLES
CHECK BRAKE CAMS, BUSHINGS, AND BRACKETS	CHECK LICENSE PLATE AND REGISTRATION BOX
CHECK BRAKE CAMS, BOSHINGS, AND BRACKETS CHECK BRAKE DRUMS AND WHEEL SEALS	CHECK FRONT, REAR AND SIDES
ADJUST BRAKES IF EQUIPPED WITH MANUAL SLACK ADJUSTERS	CHECK PROOF, REAR AND SIDES CHECK INTERIOR FLOOR, SIDES AND TOP
CHECK AIR TANKS, VALVES AND BRAKE CHAMBERS	FOR TRAILERS WITH ROLLUP DOOR - DO NEXT 5 TASKS
CHECK AIR SYSTEMS FOR LEAKS	CHECK DOOR PANELS, HINGES AND ROLLERS
MEASURE BRAKE PUSH ROD STROKE	CHECK DOOR TRACKS, CABLES AND OPERATOR
IF EQUIPPED WITH AUTOMATIC SLACK	CHECK DOOR LATCH, HANDLE AND STRAP
ADJUSTERS WITH 90 PSI APPLIED	LUBE HINGES, ROLLERS, TRACKS, OPERATOR AND LATCH
LRLRRR	CHECK TOP, SIDE AND BOTTOM DOOR SEALS
CHECK BRAKE APPLICATION AIR LEAKS	FOR TRAILERS WITH SWINGING DOORS - DO NEXT 3 TASKS
CHECK SPRING BRAKES AND DRAIN AIR TANKS GREASE BRAKE CAMS AND SLACK ADJUSTERS	CHECK SWING DOOR PANELS AND SEALS CHECK HINGES, LOCKING RODS AND LATCHES
ES, WHEELS AND RIMS	LUBE HINGES AND LATCHES
CHECK FOR CUTS, SEPARATIONS AND BULGES	TIRES, WHEELS AND RIMS
MEASURE TREAD DEPTH AND RECORD:	CHECK FOR LOOSE WHEEL BEARINGS (requires jack)
SINGLE AXLES: LO/32 LI/32 RO/32 RI/32	TORQUE WHEEL FASTENERS
TANDEM AXLES: LFO/32 LRO/32 RFO/32	BRAKE SYSTEM, SUSPENSION AND CHASSIS
RRO/32 LFI/32 LRI/32 RFI/32 RRI/32	CHECK GLAD HANDS AND RUBBER WASHERS
CHECK TIRE AIR PRESSURE AND RECORD:	(FRONT AND REAR)
SINGLE AXLES: LOLIRORI	CHECK ALL AIR LINES AND HOSE
TANDEM AXLES: LFO LRO RFO RRO	CHECK FRAME AND CROSSMEMBERS
LFI LRI RFI RRI AIR ALL TIRES TO CUSTOMER'S SPECS PSI	IF SLIDING TANDEMS - DO NEXT 2 TASKS CHECK SLIDER RAILS, LATCHES AND PINS
CHECK WHEELS AND RIMS	SPRAY LUBE SLIDER PINS AND PIVOT POINTS
CHECK WHEELS AND KINS CHECK OIL LEVEL IN HUBS	CHECK U-BOLTS AND SPRINGS
HTS AND ELECTRICAL SYSTEM	IF AIR SUSPENSION - DO NEXT 3 TASKS
CHECK FRONT LIGHT SOCKET (SEVEN PIN CONNECTOR)	CHECK AIR LEVELING VALVE
CHECK REAR LIGHT SOCKET (DOUBLES TRAILERS)	INSPECT AIR BAGS AND FASTENERS
CHECK MARKER, TAIL, BRAKE, TURN SIGNAL AND LICENSE	INSPECT SHOCK ABSORBERS AND MOUNTS
Cricci Minister, 1742, Divise, 10111 Statute Fitto Electron	CHECK AXLE BUSHINGS AND STABILIZERS
PLATE LIGHTS	
	CHECK EQUALIZER BUSHINGS (TANDEM AXLES) CHECK RADIUS RODS



Police Patrol Units – VFM can provide a drive up "Quick PM A" service for the Police Patrol units with a turnaround time of 40 minutes if scheduled as appointment.

	anagement Our One Hissian
POLICE DIVI	ISION (By Appointment) PM-A SERVICE (Rev 1-2020) itial next to each area completed if not applicable mark N/A
If needs repairs mark with an X	and notate at repairs needed section
Vehicle on the ground (Initial	Check)
Perform visual body inspe	ection
State inspection is due on	
Install PM sticker	I SA II Market Professor Associate Carro Albert Clare and Albert
Reset oil life	
Check seat condition and i	report if torn
	ct for locking properly and report any frays or tears
	eplace if in the red on separate non target work order)
Test OEM hom	
Check gauges for indicato	rs (Ex: Tire light, ABS, Check engine)
Check all wiper blades and	d sprayers
Test emergency brake	
Verify back up alarm opera	ation
	Vor back up sensor operation
Check all emergency, OEM	M lighting, and reflectors .make sure spot light functions while rotating
Hybrid vehicles check hybrid	rid battery filter in the trunk
Under the hood inspection	
Check engine oil level; the	n change oil and filter
Check power steering fluid	
Check brake fluid	
Check the coolantlevel,col	or, and quality.
Document coolant freeze point	
Check washer fluid	
Check washer fluid Check all belts and hoses,	secure and wrap hoses as needed
Check washer fluid Check all belts and hoses, Check for any fluid leaks	secure and wrap hoses as needed
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Check washer fluid Check all belts and hoses, Check for any fluid leaks Turn on the engine and ch Check motor mounts Check transmission fluid th	secure and wrap hoses as needed eck for noises hen shut off the engine s and cables. Clean off any corrosion
Check washer fluid Check all belts and hoses, Check for any fluid leaks Turn on the engine and ch Check motor mounts Check transmission fluid th Check air filter Check the battery terminal Perform battery test. Attack	secure and wrap hoses as needed eck for noises hen shut off the engine is and cables. Clean off any corrosion th printout to the PM list.
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Check all belts and hoses, Check for any fluid leaks Turn on the engine and check motor mounts Check transmission fluid the Check air filter Check the battery terminal Perform battery test. Attact Vehicle on the lift Chassis and Check underneath vehicle to PD Crown Victorias verify the Check that all four lower or On PD Tahoe's verify the Communication.	secure and wrap hoses as needed eck for noises hen shut off the engine s and cables. Clean off any corrosion th printout to the PM list.



Quick PM A cont'd

echnician Sign	ature:						Date:	
Report any find	ing:							
Verify all par	per work has bee	en turned in and I	keys returne	ed				
Verify scrap	is in the scrap b	in, all trash is in			aned, floor	dry is put u	p & filers dis	posed of
	is no nandprints es have been tui	or grease stains rned in	from servic	е				
		all repairs have						
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ocument issu	es found dur	ing PM Service	e					
Installed va	alve stem caps							
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	- 🖯	PSI	Λ	PSI		J —		
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	100 400 100	n dewall damage, I	ent rims. u	nusual wear	pattern, an	d crossfire is	sue	
	RR /mr	22						
F/mm F /mm	RF/mn	n						



2.8 Vehicle Safety, Emissions, and Other Inspections

Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. State Vehicle Safety and Emission Inspections tests shall be performed by VFM Yearly or Bi Yearly by properly authorized and trained mechanic(s).

2.9 Repairs to Vehicles and Equipment

2.9.1 Repair Service Timelines

VFM understands that as budgets become more and more constrained, every vehicle becomes more critical for the County to perform its mission of providing services. We understand that excessive down-time for service is not acceptable. Scheduled repairs will be started on the day scheduled.

- All customers are provided an estimated completion time for repairs.
- VFM will notify the County if a repair estimate will exceed 24 hours.
- Work will begin within 15 minutes of arrival for scheduled service and the customers elects to wait in shop until services are completed.





2.9.2 Repair Limitations

Estimated repairs that exceed \$1,500 for light duty and \$3,000 for heavy duty will be reviewed by VFM to determine the cost effectiveness of repairing and be specifically approved by the County. If replacement is recommended, we will notify the County in writing. Repairs on such equipment will be deferred until a decision is made by the liaison or their designee to proceed.

2.10 Quick Fix

VFM will provide a Quick Fix function for minor repairs of less than a one-hour duration when the vehicle operator chooses to wait for service. Vehicles repaired under Quick Fix will be moved to top priority. Some examples of Quick Fix repairs are: headlight replacement, battery replacement, tire repairs, lighting repairs, fluid replenishment and windshield wiper service.

PMs will not be conducted as a Quick Fix function. If there is a systemic problem with unusual oil consumption or loss between scheduled PM servicing the vehicle needs to be diagnosed by our technicians to determine the source of the loss and repairs completed as soon as possible. Field expedient service will not be performed to patch a vehicle problem to get it back on the road. We may jump start a dead battery to get it attached to a tow vehicle or moved to a road shoulder. All other failures will be towed to the facility unless a complete fix can be done at the site where the vehicle is stranded.

- VFM will provide operator training for required daily/weekly/monthly field maintenance of assets.
- VFM will provide appointments for quick fix and routine repairs.
- VFM will provide for a 40 minute PM-A service for light fleet



2.11 Tire Services



VFM will provide complete tire service through our close relationship with Michelin, Goodyear and all major and medium OEM tire companies through their National Account Programs as well as our national wholesale distribution network providers. This will allow the County a complete and three tiered approach to tire management and achieving the lowest tire operating cost.

Our National Account partners will support VFM and the County through every phase of start-up, implementation and of course, the everyday aspect of managing and reducing tire cost.

Working with National Account Partners, we know a lower tire operating system cost is the goal for the County.

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Through our National Account Programs, VFM will provide:

- Casing Management Program
- Monthly Tire Audit and Survey
- Tire Yard Checks
- Procurement though our National Account Programs

VFM's Tire Management and Tracking Program (TMTP) is already in place and active with our other Government National Accounts. This is a robust and proven program, which provides strong data driven decisions that will help VFM develop and clear path for reduced tire cost for the County.

2.12 Warranty and Recall Work

All materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfections and meet all OEM standards and specifications. Further, VFM will pass through reimbursements to the Client for any manufacturer warranty coverage due.

2.12.1 Warranty and Recall Work

Weekly Warranty/Recall Report:

VFM will submit a weekly report to the County that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this RFP.

2.13 Outside Repairs

VFM shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, radiator work, and such other work that can be utilized at minimum cost to the County.



VFM's plan for outside repairs shall be periodically and informally reviewed by the County and VFM to ensure that the outside repair versus in-house repair decision remains justified. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of VFM. Subcontractor invoices will be accepted solely by VFM.

VFM shall be responsible for requiring that all approved subcontractors have the same liability coverage as VFM

2.14 Road Calls

VFM will provide emergency road service for the County. For equipment, which cannot be brought into the maintenance facility, we will provide mobile service 24/7 days a week emergency road service.

VFM will be responsible for dispatching the proper repair vehicle within 20 minutes of notification of the road call and be prepared with fully equipped service truck. VFM will provide number for roadside service to be monitored 24 hours a day 7 days a week. This complete program allows for overhead cost reduction of onsite personnel 24 hours per day.

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will have towed any County owned vehicles requiring this service,



regardless of whether or not the cause is an authorized repair or another incident.

2.15 Towing/Transporting Vehicles

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will tow any County-owned or leased vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. Towing services in response to a vehicle accident will be billed as a Non Target service.

2.16 Road Testing

VFM will conduct a road, or appropriate operations, test on all vehicles and equipment that have had safety related repairs or adjustments (e.g., brakes, steering, aerial lift, etc.). VFM will ensure the safety of these vehicles and equipment prior to returning to service. VFM's employees will have the appropriate license for the type of vehicle under test. VFM and employees of VFM will follow all County policies and procedures regarding the operation of a County owned vehicles.

2.17 Welding and Fabrication

Welding and fabrication related to vehicle repairs will be an integral part of the service provided by VFM. Examples of this work include repairing refuse vehicles, backhoe/ loader buckets, etc. VFM will provide American Welding Society (AWS) certified welders to complete work on steel and aluminum. Additionally, VFM is willing to provide welding services in the Non-Targeted category. We agree that the County reserves the right to inspect and test the quality of VFMs welding services at any time.



2.18 Transit

A Transit and ADA Transit operation adds another element to a "typical" municipal fleet. This fleet is federally regulated, requires additional inspections, processes and procedures. VFM will help the County achieve a safe, reliable and cost effective fleet to service the residents of Rowan County.



Since 1988, VFM has been maintaining fleets for our clients, many of those fleet include a transit operation. Through years of experience, VFM has developed customized Transit Operating Procedures to assist our clients in running a safe, reliable and cost effective transit service.

VFM Transit Services will focus on the following:

- Daily Inspections
- Transit PM Program
- Annual/Federal Inspections
- Lift Maintenance and PM Program
- Interior and Exterior Cleaning
- Interior Disinfecting Service
- Tire Management and Tracking Program (TMTP)
- Yards Checks to catch tire wear/damage
- Reporting and records retention per FTA Guidelines.
- VFM employees will meet FTA guidelines for employment

As Rowan County has a fleet of Ford transit vehicles, VFM will be able to provide Dealership/OEM level of repair, warranty and parts pricing for these chassis. With VFM long standing OEM & Supplier relationship with Ford, this will add another "layer" of expedited services, lower parts cost and the ability to reduce outsourcing to a dealer. This allows VFM to control the cost, quality and time to repair each vehicle.





Transit PM Forms:

VECTIR Fleet Management Maintenance Our One Mission		
Vector PM - Cut /	Away & Small Passenger Bus	
Unit #: Customer:	DATE:	
Dept.:Location:	Technician:	
	es:X = OK D = Defective L = Lubed NE = N IRE AN EXPLANATION IN THE COMMENTS:	
EXTERNAL INSPECTION:		
Unit Overall Condition (Guards, handles and cover	rs in place, obvious leaks, etc.)	
Condition and operation of doors (front and rear)		
Condition and operation of all safety devices		
Check all mirrors		
Condition of all external lighting(marker lights, etc.		
Check air bag system for operation, leaks, etc.(if e	equipped)	
Condition of tire pressure		
Check for loose or missing body panel rivets		
Passenger Compartment:		
Air Filter for compartment. Replace filters as need	led.	
Check compartment thermostat(if equipped)		
Check compartment condenser for plugging, dirt,	etc.	
Check a/c and heat ducting for compartment.		
Check body to chassis mounting bolts		8
Check interior compartment lighting		
Check wheel-chair lift		
Check compartment door seals and window opera	ation	100
Check seat belt operation and emergency exit doo	or operation	
Check flooring is attached correctly		
ACCESSORIES:		
Check all switches for correct operation(lighting, A	C & DC switches, etc.)	
QUALITY CHECKS:		- Ar
Check and record heat and A/C vent temperature.		
Under Hood/Unit:		
Check battery - attached printout		
Change engine oil		
Change fuel filter (diesel units)		
Check washer fluid		
Check belts and hoses		
Check air filter		
Charle Barbar	T Time	_
Check Brakes	Tires	1 1
PAD Millimeters: L/FR/F	DEPTH L/FR/F	8 I I
PAD Millimeters: L/RR/R	inside L/R R/R outside L/R R/R	-
Rotor Millimeters L/FR/F]
Comment:		



Annual Safety Inspection Form:



Annual Safety Inspection

Date of Inspection	Odometer Reading	VIN Number	FDOT Number	Year/Make/Model
Inspection Agency		Inspector's Name (Print)	Inspector's Sing	- selection

Repairs

Item Inspected	OK	Required	Comments
Horn			
Windshield Wipers			
Mirrors			
Batteries and Wiring			
Service and Parking Brakes			
Warning Devices			
Directional Signals			
Hazard Warning Signals			
Lighting System and Signaling Devices			
Handralls and Stanchions			
Standee and Warning			
Doors and Interlock Devices			
Stepwell and Flooring			
Emergency Exits			
Tires and Wheels			
Suspension System			
Steering System			
Exhaust System			
Seat Belts			·
Safety Equipment			
Equipment for Transporting Wheelchairs			
Speedometer			

Note: Altech any repair order. Invoice generated as a result of this inspection. Chapter 14-90 009 Bus Safety Impections



2.19 Up-fitting

VFM has experience up-fitting police, fire, and support vehicle fleets. Our turn-key solutions are customized to meet or exceed your organization's specific needs, including the following:

- Light Bars and Directional Light Sticks
- Interior and Exterior/Perimeter Warning Lights
- Sirens and Speakers
- Consoles
- Communication Equipment
- Computer and Mounts
- License Plate Readers
- Camera Systems
- Trunk Storage Boxes
- Graphic Design and Installation
- Radar Systems
- Weapon Mounts
- Push Bumpers
- Prisoner Transport Seating and Partitions
- Custom Federal Signal Wire-Harness
- · Cabinets and lighting
- Boxes and storage/shelving

VFM services one of the largest police forces in the nation, Broward County Sheriff Department. VFM will have in-house trained technicians for all up-

fitting services for all departments. Our experience up fitting police fleets include marked patrol vehicles, K9 vehicles, undercover and prisoner transport buses. .VFM will bring in our up-fitting trainers for on-site training of our technicians at Rowan County.



VFM has a direct purchasing agreement with all the top emergency equipment providers. This will allow VFM to pass our direct purchasing savings on to Rowan County. With an in-house up-fitting staff, and no "middle man" marking up the emergency equipment, Rowan County will experience a decrease in cost and on time new vehicle preparation and up-fitting.

2.20 Vehicle Safety, Emission Inspections

Inspect and test vehicles and power-operated equipment on an annual basis in accordance with Federal and State laws. State Vehicle Safety and Emission Inspections tests shall be performed by VFM Yearly or Bi Yearly by properly authorized and trained mechanic(s).

2.21 New Vehicle Acceptance

VFM will prepare all newly acquired vehicle and/or equipment for service. Preparation shall include: inspections, services as required, cleaning, rust proofing, decals/stripes, fabrication and installation of special equipment and hardware, coordination of radio installation, transfer of serviceable special equipment from the old unit and coordination/cost of radio/light installation. New equipment shall be the financial responsibility of the County. VFM may procure new equipment on behalf of the County as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the County's Fleet Manager for this process.













2.22 Vehicle Disposal

Vehicles to be sold by the County shall be prepared for disposal by VFM. Preparation will include removal of tags, decals and special equipment, and other paper work. VFM will adhere to County's asset disposal policies and regulations when a vehicle is sold. VFM will not cannibalize parts form vehicles taken out of service for sale nor cannibalize parts from County vehicles for use on other vehicles without prior written consent from the County or designee. Any parts used from a disposed vehicle will be reimbursed to the County at fair market value.

2.23 Waste Management

VFM will take all precautions and training for their employees to assure safe handling, processing, storage and removal of used fluids, non-hazardous and hazardous waste produced through normal garage operations.

Below is the outline of our Safety Plan:

VFM will maintain records on all hazardous chemicals and other hazardous waste. The records will contain the materials' origin, use, transportation, and ultimate distribution and disposal. All disposals will be in accordance with current County and Federal laws and EPA regulations. VFM will provide training and management for employees working with and handling hazardous material, in accordance with laws and EPA regulations.

CONTROL AND DISPOSAL OF SOLID WASTE AND CHEMICAL AND SANITARY WASTE - CONTAMINANT PREVENTION PLAN

Upon contract award and post workplace hazard analysis, Safety Data Sheets (SDS's) will be provided to the Code of Federal Regulation (COR) as well as kept on site. Nonhazardous waste disposal contractors will be identified and reported to the COR.

Reports will be made available per contract requirements of waste generated, diverted, and disposed of. The 3R (Reduce, Reuse, and Recycle) method will be considered when planning waste management strategies in an effort to decrease the impact of un-reclaimed waste on landfills, and decreasing the environmental carbon footprint of overall maintenance activities.

2.24 Inclement Weather Support



VFM will provide emergency road service for vehicles in the County fleet. For equipment which cannot be brought into the maintenance facility we will provide mobile service to perform repair, lubrication, and tire repair services.

VFM has 25 technicians able to deploy to Rowan County within 4 hours of an emergency situation. VFM has over 50 Technicians we can mobilize within a 12 hour period for emergency support to the County.

VFM will have persons on call to expeditiously handle vehicle breakdowns. VFM will tow any County-owned or leased vehicle requiring this service, regardless of whether or not the cause is an authorized repair or another incident. Towing services in response to a vehicle accident will be billed as a Non Target service.

With the full knowledge and authorization by the County, VFM will mobilize the maintenance facility and provide repair and maintenance services for the duration of emergencies. We will provide appropriate staffing levels to ensure continuous vehicle operational levels as determined by the County up to our maximum staffing levels.

We understand emergency circumstances may occur outside of normal hours of operation and may involve any number of employees, equipment and vehicles. VFM's costs incurred during emergencies that occur outside of normal hours of operation are not included in our Target Costs. Approved costs incurred will be billed to the County at our proposed Rate.



VFM will work with the County to develop a specific Emergency Plan that will go into effect in the event of an emergency. This plan will include staffing commitments, response times and a chain of contact. In addition to local, on-site personnel, the managers from our other VFM facilities will be part of the plan, if necessary.

We currently provide service to local governments whose services cannot remain interrupted for long without communities suffering serious consequences. Assisting with storm-related problems and mobilization are a regular occurrence in our business. Our managers and technicians understand the need for extraordinary efforts to meet the demands placed on our customers during emergencies. VFM will not leave the County unprotected in an emergency.

2.25 Parts and Inventory Management

VFM will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment within the County fleet.

VFM plans on bringing in a specially designed Conex Box with a secure door and locking system to secure store.

2.26 Procuring, Stocking and Disbursing Parts

VFM will furnish all parts, tires and supplies necessary to maintain and repair the vehicles and equipment in the County fleet represented by the provided Vehicle Listing. Parts will be OEM and/or meet OEM specifications for aftermarket parts.

We will obtain the County's approval for new product lines before they are introduced into the parts supply. Parts installed on vehicles and equipment's are identified by part number and cost on the maintenance work order.



VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

VFM will source 90% of parts and supplies from local area of the County and Vendors.

VFM will utilize these sources below:

- Strategic Alliances with National Parts Chains
 - ➤ VFM has strong relationships with 2 National Parts Suppliers who have a total of 12 locations within 15 miles of the Rowan County Shop.
- Local Chains Kitting PM Parts offsite and delivering to shops Just-In-Time:
 - > VFM's national parts agreement includes Just-in-Time delivery of frequently used parts, such as PM Parts and Kits.
- Use of out of town Parts and Component Suppliers as second and third options:
 - VFM has a commitment to source over 90% of parts for the County contract from local Parts suppliers.
- Use of Non-Target Expedited Parts Order, Ship and Freight Options when directed by the County.
 - When instructed, VFM has the OEM and National Parts agreements in place to expedite Non-Target parts at the direction of the County.



2.27 Quality of Parts

VFM will provide parts that are OEM or OEM equivalent or quality aftermarket replacement from a reliable supplier. In cases where aftermarket parts exceed original manufacturer specifications, VFM will opt to provide the preferred parts. Lubricants, oils and other chemicals used on County vehicles and equipment will meet American Petroleum Institute specifications for the particular application. Any chemical additive will be suggested to the County for approval before it is used in a fleet asset. In all cases, the sourcing of High Quality parts drives sourcing decisions.

VFM understands rebuilt/remanufactured parts must conform to the manufacturer's reconditioning tolerances and only when advised by the County for use.

VFM possesses the experience to drive a high-value Parts Management program, taking full advantage of OEM relationships. Our experience provides vetted proven suppliers for Light, Medium and Heavy Duty parts. We require our core vendors to provide 24-hour online ordering capability.

2.28 Warranty Parts

VFM will track, submit for and recover all applicable parts warranties from both OEM and aftermarket suppliers. This information and associated alerts will be entered into the FMIS system.

Weekly Warranty Report

VFM will submit a weekly report to the County that fully describes the parts eligible and supplied, by line item and with costs assigned under the warranty provisions of this RFP.

Technical Service Bulletins

VFM will track, monitor and respond to all TCB for the County's fleet and address to these notifications immediately and through the direction of the OEM.

Recalls

VFM will track, monitor and respond to all vehicle/parts Recalls for the County's fleet and address to these notifications immediately and through the direction of the OEM.

2.29 Fueling Services

The WEX Fuel Card is a powerful, convenient payment solution, designed to meet the financial demands of your business—as well as those of your employees or independent contractors.

Consolidating transactions onto a single card gives you one data point to manage and control purchases and more.

- Truck stop /Terminal Fueling
- 24/7 Online & Mobile Card/Account Management
- 24/7 Customer Service
- Superior Financial Controls
- Seamless system integration with leading third-party software providers

Features:

Universal Acceptance



The WEX Fuel Card is accepted at more than 16,000 truck stop locations across North America.



Real-time Integration



No matter what software you rely on to run your business, WEX Fuel Cards seamlessly integrate directly with your existing systems providing greater visibility and control through a single user-defined interface.

Total Control



The WEX Fuel Card provides more security and control. Set purchase limits in real-time and customize at the individual card level. Distinct card prompts validate purchases before authorizing the fuel transaction.

- Best in class purchase and financial controls
- Better authorization controls
- Superior fraud prevention tools
- Driver/Vehicle customized reporting

Mobile Access



Control your fleet anywhere, anytime from your mobile device. The **EFS Carrier Control** app is an easy, reliable mobile control center to manage your WEX-EFS card program.

- 24/7 online and mobile card management access
- Monitor transactions and perform instant overrides
- Issue or void Money Codes in real time
- View rejected transactions for proactive behavior coaching
- Driver mobile smartphone access

2.30 Fleet Management Services

2.30.1 Vehicle Acquisition and Replacement Planning

VFM understands that the County may purchase or lease new vehicles through different sources. VFM can support and advise the County on all purchase/lease decisions based on our immense volume of fleet management data, from municipal and county fleets across the country.

If Rowan County chooses to lease vehicles, VFM is a maintenance partner with Enterprise Fleet Management. As such, we have the ability to document all services on Enterprise Lease Vehicles through the Enterprise FMIS called Auto Integrate.



We can perform the maintenance and documentation required for straight vehicle leasing or full-service maintenance leases. This will enable the County to:

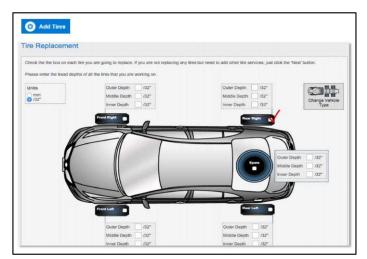
- Have all Enterprise Lease vehicles maintained in-house by Vector Fleet Management
- VFM can manage any lease vehicles that have a service contract with an outside vendor.
- All Enterprise Lease vehicles will have correct and timely maintenance data recorded in Auto Integrate, Enterprises Fleet Maintenance Software.
 - The County will be able to fulfil all maintenance contract requirements of your lease fleet, in-house.
- VFM can service PM, Repairs, Quick Fixes, Tires and accident claims all through our Enterprise Fleet Management Portal.
- Saving Time, Money and valuable County assets by having VFM service your Enterprise Lease Fleet.

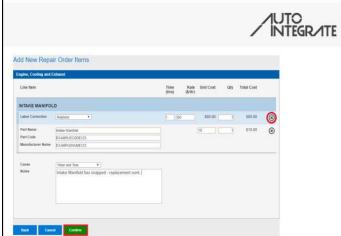
Our relationship with Enterprise allows VFM to maintain, repair and enter the needed data in the Enterprise system. This will save the County from sending these vehicles to an outside vendor and keep this maintenance in-house.



Coupled with the lifecycle cost data from our own FMIS, Enterprise Auto Integrate, and our over three decades of dedicated fleet maintenance, will ensure the County will maximize the benefit of the Enterprise Fleet Leasing Program.







2.30.2 Titles and Registration

VFM will prepare all newly acquired vehicle and/or equipment for service. Preparation shall include: inspections, services as required, cleaning, decals/stripes, fabrication and installation of special equipment and hardware, coordination of radio installation, transfer of serviceable special equipment from the old unit and coordination/cost of radio/light installation. New equipment shall be the financial responsibility of the County. VFM may procure new equipment on behalf of the County as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the County's Fleet Manager for this process.

2.30.3 Investigations and Audits

VFM will support the County, when requested, by providing technical advice to the County in investigations related to the County fleet. Such investigations may involve accidents, fire, or other issues of a technical nature.

2.31 Quality Assurance Program

2.31.1 Fleet Availability

VFM will stress the importance of having as many County vehicles as possible operational at all time since vehicles down prevent County mission accomplishment." We will promote vehicle availability by:

- Scheduling repair work and preventive maintenance when a vehicle is not normally required to be in service.
- Employing only highly skilled and trained technicians.
- Providing our technicians with the latest in diagnostic technology and training to facilitate accurate "first-look" diagnosis of any problems so that they may be corrected in the shortest possible time
- Ensuring that all necessary parts are ordered and available before the vehicle is removed from service for repairs.



- Anticipating component replacement needs by examining repair history and replacing any such components when the vehicle is in the shop for scheduled work to avoid random breakdowns.
- Ensuring that shop equipment is available and operational through periodic preventive maintenance and inspections.
- Tracking vehicle downtime on every repair order so that fleet downtime can be tracked on formal reports.
- Applying the same repair schedule completion requirements to our subcontractors as for work done inhouse.

2.31.2 PM Program Compliance

An extensive preventive maintenance program customized to the County's fleet specifications and administrator requests for the highest vehicle security and accessibility, improve customer service and decrease vehicle operating costs.

2.31.3 Maintenance and Repair Performance

At VFM, we are acutely aware that all repairs must be performed in a timely manner so that vehicles can be returned to service in the shortest possible time. VFM will strive to place vehicles back in service without the need for any disruptive return visits. This means accurate diagnosis and repair of the problem the first time which can only be achieved by applying quality workmanship.

When our personnel, through regular work review, quality control surveillance, or customer compliant discover non-complaint work, we will document that work on the appropriate Inspection Checklist and report it to our General Manager who is the designated on site Quality Control Manager.

If a discrepancy requires further corrective action or identifies a need for a change in procedures, the General Manager will coordinate with the appropriate shop supervisor or work leader to correct the discrepancy as required, increase the inspection frequency as needed, and develop and recommend any required changes to procedures.

The following approach will be used to correct the work:

- Correct discrepancy on the spot, if possible
- Initiate corrective action
- Assign a suspense date for correction, and forward a report to the Director of Operations for Follow up.
- Report outstanding discrepancies to the Director of Operations and V.P. of Operations on a weekly basis.

Work discovered by the County personnel as non-compliant will be corrected. To prevent recurrence of discrepancies, non-compliant work be evaluated by the General Manager to determine if it should be incorporated into that functional area's self-inspection criteria or included on an existing Quality Control Checklist. The General Manager will also conduct trend analysis of non-compliant item to prevent development into more significant problems.



2.31.4 Law Enforcement Experience

By selecting Vector Fleet Management, Rowan County will bring decades and thousands of law enforcement vehicle experience to your fleet maintenance program.

Law Enforcement Experience							
Gover	nment Entity Name	Period of Service	Enforcement Fleet Size				
	Broward County Sheriff, FL	Since 2016	3300 Law Enforcement Units				
©	Ector County Sheriff, TX	Since 2013	300 Law Enforcement Units				
CARROLLTON	City of Carrollton, TX	Since 2018	103 Law Enforcement Units 617 Total Units				
	City of Coconut Creek. FL	Since 2018	160 Law Enforcement Units 557 Total Units				
ADDISON	Addison County, TX	Since 2018	189 Law Enforcement Units				
BIG SPRING	City of Big Spring, TX	Since 2013	254 Law Enforcement Units				
0	Midland County Sheriff, TX	Since 2013	325 Law Enforcement Units				
	Newberry County, SC	Since 2009	85 Law Enforcement Units 300 Total Units				
	City of Covington, KY	Since 2021	Parts Management 125 Law Enforcement/930 Total Units				
	Hernando County, FL	Since 2021	Parts Management 70 Law Enforcement/602 Total Units				
CINCINNATIC	City of Cincinnati, OH	Since 2021	Parts Management 745 Law Enforcement/3800 Total Units				

2.31.5 Parts Availability

We realize that having a sufficient and fleet-specific parts inventory on hand minimizes the time required to perform repairs and services. The availability of quality replacement parts is critical to maintaining a high incommission rate for fleet vehicles – especially when unscheduled repairs or breakdowns occur on specialized vehicles, such as police vehicles.

VFM has teamed with major national parts distributors and local jobbers in an effort to minimize vehicle down time due to unavailability of parts on this contract. We will employ the following measures to guard against delays in repairs due to "stock-outs":

- Use our FMIS, TMT to facilitate parts receipt/issue control, reordering, reporting and warranty tracking.
- Check repair schedules daily to ensure that all required parts for future scheduled services are in-stock.
 If not, we will either expedite delivery of the part(s) or reschedule the service. We will also check "on-order" parts daily and expedite delivery if necessary.
- Analyze our parts usage monthly to establish which parts should be stocked and in what quantities to meet historical demand.
- Use ONLY parts that meet or exceed OEM specifications.
- Take advantage of high-volume discounts and pass applicable cost savings on to the Department.



- Use "consigned stock" procedures for items such as tires and batteries to ensure fresh stock without the expense of stocking spare parts and materials which tie up working capital.
- Monitor Delayed Repair Orders that are "Awaiting Parts" status.

2.31.6 Vehicle Safety and Reliability

We recognize that vehicle safety and reliability is the foremost responsibility of any fleet owner. These are even more critical issues for a maintenance contractor since our actions can directly impact the safe and effective operation of your fleet as well as the well-being of all Department employees. VFM will establish the following operating procedures:

- Whenever a vehicle is in the shop for service (excluding PM services), our technicians will perform a complete Safety Inspection.
- Whenever a vehicle receives a safety-related repair or adjustment, our technicians will perform a road test to ensure that the repairs/ adjustment have corrected the problem.
- We will utilize experienced and trained technicians in the performance of all vehicle inspections and repairs. As required, certain repairs and inspections (such as aerial lifts) will be accomplished by duly licensed and certified individuals.
- We will maintain current records on every manufacturer's recalls, technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet manufacturer's standards.
- Any user notice/complaints regarding safety items will be grounds for removing the vehicle from service so that immediate repairs can be affected. Such safety-related repairs will receive top priority.

2.31.7 Recall Compliance

We will maintain current records on every manufacturer's recalls, technical service bulletins, and safety bulletins to ensure that all affected vehicles are corrected to meet manufacturer's standards.

2.31.8 Customer Service

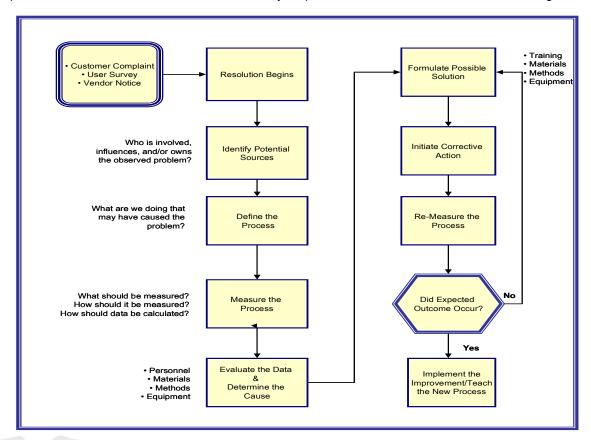
A major concern in the contracting out of service delivery is the assurance of performance on the part of the contractor. VFM guarantees the quality of our work. We are able to offer this guarantee because of the importance of quality to our corporate efforts at every location we provide service.

Quality Assurance will be an essential aspect of our maintenance and repair efforts. Our experience in service delivery has indicated that Quality Assurance must be more than a formalized system for sampling and inspecting work. Quality Assurance must be part of the work ethic at every level: Service Manager, Technicians, and Corporate Management.

Our onsite Site Manager will be responsible for data collection and the implementation of our formal quality control program. The program will parallel the Performance Standards agreed upon with the County. The Site Manager will be responsible for scheduling inspections of samples of completed and in-progress service work, documentation, and reports.



Quality Improvement Process VFM doesn't just correct a problem and move on but instead we make sure the problem is resolved. VFM takes the necessary steps to ensure the situation will not occur again.



2.32 Non Target Services

We will manage repair timeliness, payment of invoices and inspect the quality of repairs. Third-party invoices for accident repairs will be considered a Non-Contract service and will be paid VFM and re-billed to the County at our cost, without markup.

- Accident Repairs Processing and repairs are the joint responsibility of the Contract Manager, or their
 designee; Department Head; Purchasing Agent, Risk Manager and Proposer. This joint effort will be
 chaired by the County. Insurance settlement proceeds would be paid directly to the County. Accident
 repairs are not included in the target cost provided.
- Vehicle Damage Refers to any physical damage to a County vehicle resulting from vandalism, theft, Acts of God, abuse, misuse, work damage, or unreported accidents.
- Vehicle Prep For Service Disposal VFM will prepare all newly acquired vehicle and/or equipment for service. Preparation shall include: inspections, services as required, cleaning, rust proofing, decals/stripes, fabrication and installation of special equipment and hardware, coordination of radio installation, transfer of serviceable special equipment from the old unit and coordination/cost of radio/light installation. New equipment shall be the financial responsibility of the County. VFM may procure new equipment on behalf of the County as requested. Equipment will be prepared as listed above and delivered to user departments within five (5) working days after receipt of DMV tags and registration. VFM will work with the County's Fleet Manager for this process.



Vehicles to be sold by the County shall be prepared for disposal by VFM. Preparation will include removal of tags, decals and special equipment, and other paper work. VFM will adhere to County's asset disposal policies and regulations when a vehicle is sold. VFM will not cannibalize parts form vehicles taken out of service for sale nor cannibalize parts from County vehicles for use on other vehicles without prior written consent from the County or designee. Any parts used from a disposed vehicle will be reimbursed to the County at fair market value.

- Vehicle Refurbishment VFM will bill all Capital Improvements of vehicle assets as non-target services. This services are to include all installations of accessories and equipment, re-allocation of equipment from decommissioned equipment to newly acquired or used equipment, as well as complete refurbishment of a vehicle instead of replacement.
- Extended Life Repairs Life Cycle Criteria will be subject to shared liability for maintenance and repair
 services during the course of the contract year. However, VFM will only be ultimately responsible for
 the cost of labor, parts, and subcontracted services up to a per-unit deductible equal to the unit's
 assigned VEU's multiplied by the Contractor's Target cost for labor, parts, and vendor services per
 VEU.
- Excluded Vehicles In some instances where the County decides to temporarily waive the vehicle
 turnaround time and daily fleet availability performance standards. This would include confiscated
 vehicles, grant vehicles, and small engine equipment. VFM will require written notification and details
 of the equipment that will be excluded.
- **Directed Work & Technical Advice** The County may direct VFM to perform additional tasks related to the proper management and upkeep of the fleet. If additional tasks are required, VFM will receive a written task order detailing the tasks to perform. VFM will submit a proposal to perform the specified tasks on a Targeted price basis that itemizes the direct labor, parts, sub-contracted services, and materials. The County will accept or reject the proposal. If accepted, VFM will perform such assignments in accordance with an agreed schedule.

2.33 Performance Standards

VFM is fully aware that the County relies on vehicles and equipment to provide it services, and the availability and reliability of the fleet is of the essence. With this in mind, VFM will meet the performance standards outlined below during the term of the agreement. Our Fleet Management Team will utilize our TMT software as well as a comprehensive set of performance measures and targets to determine the success in complying with the term of their contract with the County. A monthly report will be provided for designated County personnel.

VFM has established quality of service standards for vehicle and equipment maintenance. These standards will correlate with a system of contract deductions for failing to meet these standards. Using our fleet management system, we will calculate actual performance against standards on a monthly basis and provide a summary report, including any incentives due or deductions to be assessed, to the Facilities and Fleet Management Team. Performance Standards and corresponding penalties will take effect after initial six (6) month contract transition period.

2.33.1 Vehicles Exempted by the County

In instances where the County decides that it would be in the County's best interest to temporarily waive vehicle turnaround time and daily fleet availability performance standards for all or selected vehicles, the County will provide VFM written notification of this decision including specification of the time period for which these standards will be relaxed.



2.33.2 Monthly Vehicle Turnaround Time Standards

Turnaround time is the amount of clock time a vehicle is out of service for maintenance and repair. Clock time begins when a vehicle is brought to the shop or a request for road service is received, and ends when services are completed and the customer has been contacted. Not included in the calculation of turnaround time are County directed services, time spent waiting for approval to proceed with unit repairs, units awaiting specialty parts, acts of God, or services performed on units specifically excluded by the County.

2.33.3 Daily Fleet Availability Standards

As follows VFM will maintain minimum daily rates of fleet availability by vehicle class:

- Cars and Light Duty Trucks 95%
- Law Enforcement Vehicles 95%
- Special Transportation Vans 88%
- Medium and Heavy Trucks 88%

2.33.4 Preventive Maintenance Program Compliance Standards

VFM will achieve a PM compliance rate of 95% and 100% statutory inspection schedules. Vehicles will be considered late if they do not receive inspection before either the calendar due date or before they exceed intervals. PM no shows will be excluded from the performance standard calculation.

2.33.5 Rework

All Materials, parts, and workmanship furnished by VFM will be of high quality and free from defects and imperfection. They will also meet all OEM standards and specifications. Notwithstanding these requirements, VFM will track and identify multiple repairs for the same deficiency in the same vehicle (rework) and shall not bill the County for any rework that occurs within the following periods:

- Engine and Transmission Overhauls 12 months or 12,000 miles
- All Other Working 90 days or 4,500

VFM will not exceed 1% incidents of rework in any single month (measured by number of repair tasks and not number of repair work orders.) Reworks will not be charged to the County.





2.33.6 Performance and Incentives

VFM understands that the County will not institute a systems of incentives and penalties to this contract for the first year of operations. VFM has performance incentives for the County's consideration. <u>Regardless of point calculations</u>, the maximum incentive the contractor can receive in any one contract year will be \$25,000 and the maximum penalty will be \$50,000. VFM propose these to begin after initial 6 month transition period.

PERFORMANCE STANDARDS

Service Category Frequency	Frequency	Measure	Standard	Below Standard	Above Standard Incentive		lue Per	Below \$	Standard	Star	dard	Above 5	Standard
	rrequency	Measure	Staridard	Penalty	Above Standard Incentive	Point Score Points Score		Points	Score	Points			
Availability	Daily	Mission Critical	95%-97%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 3 pts)	\$	50.00	93%	(2)	96%	•	98%	3
	Daily	Non-Mission Critical	91%-96%	5pt/ -% pt	+ .5 pt/ +% pt (Max 4 pts)	\$	50.00	88%	(3)	94%	*	97%	1
Target Turnaround	Monthly	<= 24 Hours	80%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 10 pts)	\$	50.00	76%	(4)	80%	100	81%	1
	Monthly	<= 48 Hours	90%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 10 pts)	\$	50.00	87%	(3)	90%	12.	93%	3
	Monthly	<= 72 Hours	95%	-1 pt/ -%pt	+ 1 pts/ +% pt (Max 5 pts)	\$	50.00	92%	(1)	95%	-	96%	1
PM Compliance	Monthly	Unsatisfactory	<65%	-20 pts		s	50.00	60%	(20)				
3000	Monthly	Poor	65%	-10 pts		\$	50.00						
	Monthly	Expected	75%	0	0	\$	50.00			79%			
	Monthly	Good	85%		+ 10 pts	\$	50.00					87%	10
	Monthly	Excellent	95%		+ 20 pts	\$	50.00						
Rework	Monthly	Expected	<1% of Work Tasks		+ 10 pts	\$	50.00			1%		1%	10
	Monthly	Unsatisfactory	>1%of Work Tasks	-5 pts/ % pt		\$	50.00	3%	(15)	1000		1 62	
Non-Target Turnaround	Monthly	<= 24 Hours	25%	-1 pt/ -% pt	+ pt/ +% pt (Max 15 pts)	\$	50.00	20%	(5)	25%		40%	15
The second secon	Monthly	<= 72 Hours	50%	-1pt/ +% pt	+ pt/ +% pt (Max 15 pts)	\$	50.00	40%	(4)	50%	-	65%	5
	Monthly	<= 144 Hours	75%	-1 pt/ -% pt	+ pt/ +% pt (Max 20 pts)	\$	50.00	60%	(6)	75%	- 5	85%	10

2.34 Contract Management and Operations

2.34.1 Contractor Project Manager

Rowan County - County Fleet Maintenance

Professional Summary

Responsible Fleet Manager with a strong foundation overseeing the maintenance and repair on company vehicles. An enthusiastic professional knowledgeable in OSHA and other government regulatory requirements. Seeking a new opportunity with a great organization.

Skills

Operations and logistics	Profit maximization techniques
Vehicle maintenance	Training and education
Government regulations	Effective communication
PTASP	Quality management systems knowledge
Public Safety Audits	Fixed and On Demand Ridership Growth
LTL knowledge	Proficient in MS Office
Certified Man-lift Operator	DOT regulations
Deadline-driven	Purchasing
OSHA requirements knowledge	Budget Management
Team development	■ Forecasting



Work Experience

12/2010 - Present

General Fleet Manager / Vector Fleet Management, LLC

- Responsible for scheduling and prioritizing job duties in order to drive productivity.
- Working successfully with Government Liaison to develop a true Public-Private Partnership
- 100% Pull out efficiency throughout my GM tenure
- Maintain 500+ units including, pick-up trucks, large trucks, cranes, loaders, dozers, excavators.
- Track fleet and equipment data for preventative maintenance and service through fleet maintenance software.
- Maintain safety record with no incidents.
- Conduct business with outside contractors and businesses for parts and vehicle repair.
- Inspected vehicles and requested maintenance tasks be completed within specific timeframes.

03/2005-12/2010

Assistant General Manager- Public Transit System, Northern Kentucky

Served as Assistant General Manager, managing the internal operations and external affairs of a public transit system that provides over three million passenger trips per year with 275 employees and a \$25 million operating budget.

- Oversee the daily operation of the system and assisted senior management team.
- · Maintain working relationships with all funding partners at the local, state and federal level.
- Manage all local, state and federal legislative initiatives and affairs.
- Develop and maintain short-term and long-term funding and operational plans for the agency.
- Work with private developers, employers, employees, and business owners to provide transit services that help meet the needs of the Northern Kentucky community.

05/1998 - 03/2005

Division Fleet Manager / Caterpillar

- Managed 5-8 Technicians to repair a variety of equipment including dozers, loaders, graders and link belt cranes. This included, but was not limited to, complete undercarriages, repacking of hydraulic cylinders, low power issues, no starts and any other customer concerns
- Established clear and consistent policies and procedures.
- Controlled costs by streamlining operations and reducing waste.
- Informed supervisors when machines needed major service.
- Provided outstanding customer service.

Education

Trades and Personal Services, Automotive Mechanics 1992



Certifications

- ASE Master Technician Med / Heavy Trucks
- ASE Master Technician Automotive Maintenance and Light Repair
- ASE Certified Service Consultant
- EVT Certified Fire rescue
- Participated in Federal Public Safety Guidelines per the FTA and PTASP
- IMACA Certification -- Air Conditioning Service MACS Certification -- Air Conditioning Service
- Certificate Advanced Equipment, Fleet and Shop Management
- Certificate Master Diagnostics
- Certificate HVAC & Cooling Service Training
- Certificate SMITH System defensive driving

2.34.2 Selection of Personnel

All Employees will meet or exceed the minimum experience and education requirements set forth in the RFP for their respective positions. VFM's hiring policies and provisions are addressed in succeeding paragraphs.

All VFM personnel throughout the country participate in the Drug-Free Work Place, a program that has been implemented at the District. All prospective candidates will be required to complete a physical and will be medically certified that they are free of communicable diseases, and pass a drug screening. In addition, VFM will conduct a thorough background check on each prospective candidate, while also verifying employment history and education. Under no circumstances will any prospective candidate be hired before the successful completion of the pre-employment screening process.

2.34.3 Changes in Personnel

VFM will agree not to change the General Manager without prior consultations with the County, except when VFM's General Manager is subject to dismissal for criminal activity or documented violation of company policies.

Otherwise, the County will approve the timing of the change, and the specific individual who will replace the incumbent General Manager. Any proposed changes to the VFM General Manager will include a transition plan.

The County reserves the right to request the dismissal of any VFM employee by the District whose performance or actions are detrimental to achieving the objectives set forth in this RFP.

The County may also require that VFM remove from the job, at no additional cost to the County, employees who endanger persons or property, are disruptive to the workforce, or whose continued employment under this contract is inconsistent with the requirements of the contract and/or interests of safety or security at any County site.



2.34.4 Uniforms & Appearance

All VFM employees will maintain a professional appearance and will wear uniforms that include VFM and employee's names in a visible location and a legible color and style.

2.34.5 Employee Training and Certification Program

VFM maintains an in-house technical training program. Our program includes maintenance, diagnostics and repair of equipment, as well as chemical and physical safety programs.

National standards for training programs are developed by VFM's maintenance staff and are implemented throughout VFM locations and vendor facilities. Training at individual locations can be tailored to meet the specific needs of that location and the fleets they serve. Using a combination of in-house training, supplier/vendor training and outside training centers, VFM will provide the training specifically needed to maintain the County fleet.



VFM's training programs are among the most rigorous in the industry. These are Automotive Service Excellence (ASE) and Original Equipment Manufacturer (OEM) equivalent level training and certification programs. It is our goal that every technician at every level is able to perform at a high level of proficiency. Throughout their careers, technicians' job performance is continuously evaluated. Our various fleet maintenance management information systems collect quality information on every job performed at a VFM shop and identifies the technician performing the service. For example, VFM tracks the amount of time it takes the technician to complete a job and whether the vehicle experiences a failure between PMs or rework of repairs is required. The weekly and monthly service reports are reviewed by shop supervisors and service managers who, when a technician's performance does not meet quality standards, can mentor and provide one-on-one training or refer the technician to a remedial training class.

The VFM training program was developed to provide the skills and vehicle-specific knowledge that a technician needs to be successful at each level of his/her career. VFM's technical training includes hands-on practicums and supervised on-the-job experience. Not only do our curricula ensure that technicians have the skills needed to perform their daily tasks, but it also prepares them for the next step in their career.

Our training is distributed among in-house training programs that focus on VFM maintenance systems and procedures, manufacturers' (OEMs) training programs for specific vehicle systems and equipment, and build towards ASE accreditation.

Each type of training offers specific advantages to the technician. VFM trainers provide training at our corporate offices and throughout the country. They teach technicians the proper use of our fleet maintenance management information systems and provide leadership and management training to new supervisors and managers. During these training sessions technicians have the added benefit of interacting with other VFM technicians and sharing experiences and best practices among themselves.

2.34.6 Vector Fleet Management Certified Technician Program

VFM is now maintaining an on-line certified technician program (VTI training database). Our program includes maintenance, diagnostics and repair of equipment, as well as chemical and physical safety programs. These rigorous training programs are ASE and OEM Certified Equivalent and are required of all Vector Technicians and Site Managers.

The **Vector Fleet Certified Technician Program** – **Base Level** has 18 courses (25+ hours of training). Current Technicians will have 12 months to complete all courses. New technicians will have 6 months to complete all courses.

The online Training Program covers the core systems of:

- Air Conditioning Basics
- Air Conditioning Diagnostics
- Drivability
- Engine Performance
- Starting and Charging Diagnostics
- Lift Safety
- Oils and Fluids
- Alignment Geometry
- Preventive Maintenance Servicing
- Automotive Cooling Systems
- ABS & Stability Control Systems
- Drivetrains
- Electrical Systems
- Fuel Systems













After the courses are complete, and verified by the corporate administrator, the technician will be awarded a certificate of completion, special compensation and a certified technician patch for their VFM uniform. After this point, additional Advanced Level Training courses can be assigned for potential additional compensation. The Advanced levels will include Light Duty and Med/Heavy Duty Certification.

The Advanced Levels include:

Light Duty

- Advanced Chrysler Diagnostics
- A/C Best Recommended Practices
- Future Power Advanced Technologies in Batteries, Starting & Charging Systems
- Advanced Scan Tool Testing Strategies
- Beyond Pattern Failures
- 609 Certification Training
- Fuel System Diagnostic Starting Point

Med/Heavy Duty

- Diesel Exhaust After-treatment
- The Mystery of Diesel Fuel Injectors
- Diesel No Start Diagnostics
- Lubrication & Filtration Technologies
- Testing and Diagnosing Turbo Charging Systems
- Electronic Communication & Diagnostics for Diesel Trucks
- In Vehicle Battery/Starter/Alternator Diagnostics

- Focus of Ford
- EVAP Diagnostics
- Enhanced Stability Systems
- Practical TPMS Service
- Diagnostic Strategies: Air Induction
- In Vehicle Battery/Starter/ Alternator Diagnostics
- Diagnostic Strategies: Fuel Delivery
- Diagnostic Strategies: Ignition & Misfires
- Steering Clear of Undercar Misdiagnosis
- Diesel Tips & Tricks
- Controller Area Networks
- 609 Certification Training
- Cummins Generations
- Parasitic Current Draw
- Testing Electrical Circuits & Meter Usage
- Sprinter Diesel Diagnostic Update
- Sprinter Diesel Diagnostics

After the entire team has completed the **Base Level Vector Certified Training** program, the shop will receive a Vector Shop Certification Package. This will assure the County that all maintenance and repair services are performed at a very high level of competency and equivalent to any ASE programs.



2.35 Record Keeping and Reporting

2.35.1 Information Systems Requirements

The ability to generate and share reports is key to managing your fleet and measuring the quality, cost and productivity results. VFM utilize a fleet maintenance management system which enables us to leverage our experience in servicing vehicles, developing optimal preventive maintenance schedules, and managing and distributing large inventories. VFM will own, install, implement and maintain all hardware and software necessary to operate our transferable fleet maintenance management system.

VFM utilizes TMT Fleet Maintenance developed by TMW Systems of Durham, NC. TMT is a sophisticated maintenance management system designed to integrate seamlessly into many accounting systems.

Features include vehicle history reporting, preventive maintenance scheduling and integrated customer billing. VFM uses industry standard coding to track work performed on the customer's fleet. VFM can provide reports to the customer as desired.

2.35.2 Fleet Inventory and Maintenance Records

Upon consideration, VFM's management system supports customization modules and additional ad hoc reporting capabilities. VFM uses our fleet maintenance management system to schedule, track, and monitor all PM and repair activity. With its electronic database, our technicians can see the PM and repair history of each vehicle at the time of service, which enables us to spot recurring or related problems.



In addition to organizing and prioritizing fleet maintenance and repairs, the system records data on every technician, repair and PM to monitor quality and timeliness. VFM uses the data it collects in a number of ways — to maintain productivity levels, to identify training areas for individuals and to evaluate tooling levels.

Each VFM Service Repair Order (SRO) recaps the following information:

- Vehicle number
- All labor costs
- All parts used for the repair
- Any warranty claim that was filed
- Complete description of the work performed

VFM maintains both hard copy and electronic records on fleet maintenance and repairs.

The system also maintains the following data and information:

- Work orders
- Assets and equipment
- Technician productivity and performance
- Inspection of assets and equipment
- Issue of stock or parts inventory
- Vendors and suppliers
- Fleet assets
- · Preventive maintenance scheduling

All electronic data stored in our fleet maintenance management system will be owned by the County and made available to the County Fleet Manager at any time during the contract. Online read-only access to our fleet maintenance management system will be provided to the County's Contract Manager and other designated personnel.

The fleet maintenance management software and hardware is not proprietary to VFM.

At the end of or termination of the contract all of the VFM's software and the County data shall be, at the option of the County, one hundred percent (100%) transferable to the County for continued use and become the property of the County. Any one-time transferable costs and any ongoing costs will be the responsibility of the County. If the County chooses not to transfer the use of the FMIS to the County shall provide all of the County owned data on an electronic disk and provide reasonable assistance to the County in uploading this data to a new FMIS.

On the following pages we have included the following for your review:

- A high level view of our FMIS system component structure
- Detailed definition of reports which are available
- Several sample screen shots of available reports

Our FMIS will, at the very minimum, deliver on the specifications provided as directed by the County to include:

- a. Work orders and status
- b. Labor and parts costs
- c. Parts usage and inventory
- d. Individual vehicle operating histories, e.g. mileage, run hours, etc.
- e. An individual vehicle maintenance history, e.g. PM's accomplished vs. scheduled, repairs completed, etc.
- f. Warranty work completed and warranty recovery records



VFM's FMIS has the capability to manage all activities via automated work orders. Work orders shall capture and record, at a minimum, the information described below:

- a. All work orders will possess a unique work order number
- b. Each work order must include a valid unit identification number and license number
- c. Each work order must have an odometer (or hour meter) reading
- d. Each work order must have a maintenance type code (e.g. 1 schedule, 2 non-scheduled, 3 road call, 4 PM
- e. Each work order covering outside services must have an outside vendor identification code
- f. Each Preventive Maintenance activity must have a PM code (A,C)
- g. Each work order must have a opened date/time
- h. Each work order must have a closed date/time
- i. Each work order must have a work cause code (e.g. 1-normal wear, 2 PM, 3 Abuse, etc.)
- j. Each work order must have a minimum of 50 characters of work description
- k. Technician name or identifier
- I. Each work order must have a labor hours breakdown
- m. Each work order must have part(s), number(s), quantity and cost
- n. Each work order must have a Department/Cost Center identifier
- o. Example: PM Due Report (Customer Report sent weekly via e-mail)

Example of a *Fleet Dashboard* report:

Vector Fleet Management will track:

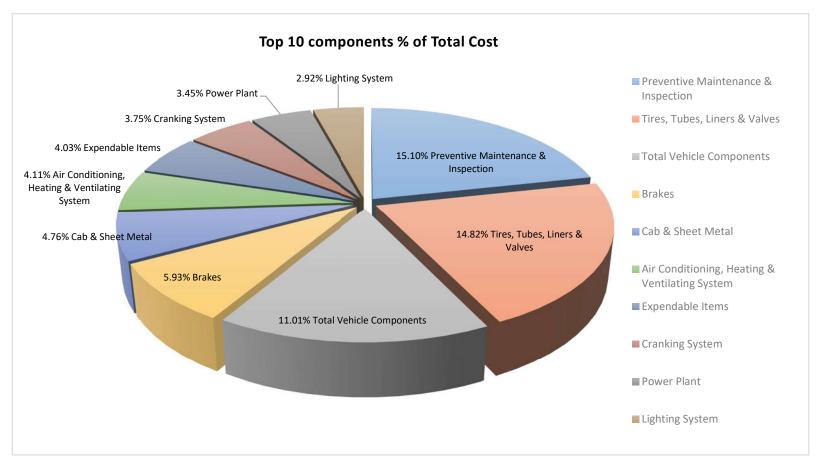
- PM Compliance
- Unit Availability
- Tech Productivity
- Avoidable Costs
- Scheduled vs. Nonscheduled
- Other KPI's





Unit Component Cost Reports YTD (Examples)

Summary	Report		/						53	Expendable Items	0.005	304.79	17,165.77	9,086.92	222.16	26,474.85	4.03%
J	topott	0.10	Labor	Labor	2.1				54	Horns & Mountings & Reverse Signal Alarms	0.000	12.85	723.72	238.02	0.00	961.74	0.15%
Code	System Description	Cost Per Unit Util	Labor	Labor	Part Cost	Services Cost	Total Cost 1	% of Cost	55	Cargo Handling, Restraints, & Lift Systems	0.000	44.42	2,493.21	3,737.22	0.00	6,230.43	0.95%
000	Preventive Maintenance & Inspection	0.001	1,314.37	73,907.71	24,514.19	888.00	99,309.90	15 10%	56	Power Take-Off	0.000	7.61	428.60	739.56	0.00	1,168.16	0.18%
001	Air Conditioning, Heating & Ventilating System	0.000	353.08	19,863.60	7.167.45	0.00	27.031.05	4 1 1 9/	57	Spare Wheel Mounting	0.000	0.60	32.81	0.00	0.00	32.81	0.00%
002	Cab & Sheet Metal	0.001	266.17	14.955.93	9.072.08	7.292.03	31.320.04	4.76%	59	Vehicle Coupling System	0.000	4.31	242.74	336.00	2,004.70	2,583.44	0.39%
003	Instruments, Gauges, Warning & Shutdown Devices, & Meters	0.001	220.58	12.418.55	343.81	1,793.42	14.555.78	2.21%	63	Satellite Communications System	0.000	23.42	1,319.03	0.00	0.00	1,319.03	0.20%
003	Aerodynamic Devices							0.00%	65	Hydraulic Systems - Multi-function	0.001	12.67	711.57	7,754.41	0.00	8,465.98	1.29%
	,	0.000	0.00	0.00	2.32	0.00	2.32			Scrapping	0.000	1.95	109.82	962.44	0.00	1,072.26	0.16%
011	Axles - Front	0.000	7.19	404.95	111.84	0.00	516.79	0.08%		Buckets	0.000	5.95	335.12	0.00	0.00	335.12	0.05%
013	Brakes	0.001	519.66	29,229.52	9,794.18	0.00	39,023.70	5.93% (Lifting / Unloading	0.000	4.02	226.40	0.00	0.00	226.40	0.03%
014	Frame Components	0.001	50.69	2,841.99	1,462.34	95.00	4,399.33	0.67% 0		Body	0.000	1.96	110.39	2,090.70	0.00	2,201.09	0.33%
015	Steering	0.001	110.03	6,189.02	2,382.36	0.00	8,571.38	1.30%	72	Rear Wall & Door	0.000	0.00	0.00	156.01	0.00	156.01	0.02%
016	Suspension	0.000	35.35	1,990.96	1,478.96	0.00	3,469.92	0.53%	77	Trailer Frame & Support	0.000	6.06	341.30	405.62	0.00	746.92	0.11%
017	Tires, Tubes, Liners & Valves	0.002	541.39	30,440.98	62,323.01	4,678.75	97,442.74	14.82%	78	Trim & Miscellaneous Hardware	0.000	0.95	53.50	188.65	0.00	242.15	0.04%
018	Wheels, Rims, Hubs & Bearings	0.000	116.13	6,537.09	4,888.86	293.25	11,719.20	1.78%	79	Trailer Safety Devices	0.000	0.00	0.00	254.02	0.00	254.02	0.04%
019	Automatic/manual Chassis Lubricator	0.000	0.00	0.00	71.90	0.00	71.90	0.01%	82	Mechanical Refrigeration Unit - (MRU)	0.000	1.30	73.22	4,374.72	0.00	4,447.94	
021	Axles - Driven, Front Steering	0.000	6.13	345.24	52.23	0.00	397.47		97	Pump - Product Transfer	0.000	0.00	0.00	27.16	0.00	27.16	0.00%
022	Axles - Driven, Rear	0.000	7.41	417.34	340.18	0.00	757.52		98	Valves & Controls - Bulk Product Transfer Systems	0.000	13.70	769.93	477.72	0.00	1,247.65	0.19%
023	Clutch System	0.000	39.14	2.204.37	1.366.99	0.00	3.571.36	0.54%	99	Safety Devices, Instruments & Gauges	0.000	2.09	117.71	0.00	0.00	117.71	0.02%
024	Drive Shafts	0.001	72.26	3.992.97	174.21	0.00	4.167.18	0.63%		Undercarriage Auxiliary Power Unit (apu)	0.000	21.67	1,220.46	382.17	0.00	1,602.63	0.24%
025	Transfer Case	0.000	4.93	277.66	968.27	0.00	1.245.93	0.19%		Stationary Generator	0.000	24.54	1,382.11	519.46	300.97	2,202.54	0.01%
026	Transmission - Main, Manual							1.49%		* * * * * * * * * * * * * * * * * * * *	0.000	1.23	69.27	27.84	0.00	97.11	0.01%
		0.002	108.98	6,134.77	3,124.45	519.70	9,778.92	1.17% 1		Sweeping Spreading	0.000	16.93	953.52	0.00	0.00	953.52	0.14%
027	Transmission - Automatic	0.001	97.15	5,470.19	2,216.33	0.00	7,686.52			Spreading	0.000	5.67	319.33	96.88	350.00	766.21	0.12%
028	Auxiliary Transmission	0.000	1.40	78.85	189.80	0.00	268.65	0.04% 1		Vacuuming	0.000	4.50	253.45	0.00	0.00	253.45	0.04%
029	Auxiliary Section - Main Transmission, Manual	0.000	0.00	0.00	39.71	0.00	39.71	0.01% 1		Trenching	0.000	1.64	92.36	0.00	0.00	92.36	0.01%
031	Charging System	0.000	51.49	2,893.89	1,957.61	0.00	4,851.50	0.74% 1		Mowing	0.000	4.18	235.37	0.00	0.00	235.37	1.38%
032	Cranking System	0.001	265.72	14,924.76	9,767.50	0.00	24,692.26	3.75%	68	Mixers	0.001	126.58	7,110.89	1,974.11	0.00	9,085.00	0.08%
033	Ignition System	0.001	76.11	4,275.66	678.26	0.00	4,953.92	0.75%	/1	Compaction Bodies	0.000	0.00	0.00	548.85	0.00	548.85	0.01%
034	Lighting System	0.001	283.57	15,920.99	3,150.04	160.00	19,231.03	2.92%	72	Tilt Bodies	0.000	1.02	57.45	0.00	0.00	57.45	0.12%
037	Modules/relays - Electrical	0.000	9.80	549.81	0.00	0.00	549.81		73	Bus Body	0.000	14.13	795.81	0.00	0.00	795.81	0.14%
041	Air Intake System	0.000	26.14	1.472.20	732.36	0.00	2.204.56		74 93	Belt Conveyor System	0.000	2.65	149.26	759.70	0.00	908.96	0.23%
042	Cooling System	0.001	163.65	9.193.09	5.748.34	1.837.74	16.779.17	2.55%	93	Drilling and Boring System	0.000	12.79	720.35	821.53 628.85	0.00	1,541.88	0.10%
043	Exhaust System	0.001	130.02	7,322.78	4.517.51	823.90	12.664.19	1.93%	67	Dust and Debris Collecting							0.20%
044	Fuel System	0.001	142.04	7.998.41	3.901.59	0.00	11.900.00	1.81%		Air Compressor System	0.000	0.00 40.74	0.00 2.279.25	1.304.80	0.00	1.304.80	0.35%
045	Power Plant	0.003	260.74	14.600.46	7,554.28	510.50	22,665.24	3.45% 3		Paving	0.000	34.96	1.953.64	0.00	0.00	1.953.64	0.30%
046	Electric Propulsion System	0.000	3.45	194.31	0.00	0.00	194.31	0.03% 3		Painting & Spraving	0.000	73.60	4,145.22	182.60	0.00	4.327.82	0.66%
	Power Train - Hybrid							0.00% 3		Sawing	0.000	0.07	3.95	0.00	0.00	3.95	0.00%
048		0.000	0.00	0.00	7.99	0.00	7.99			Total Vehicle Components				162.21	0.00		11.01%
051	General Accessories	0.000	1.85	103.98	1,628.83	0.00	1,732.81	0.26% 9	99	Average:	0.001	1.285.28	72.248.99 \$5.532.32	\$2.726.86	\$282.73	72.411.20 \$8.541.91	11.0170
052	Electrical Accessories	0.000	170.33	9,591.22	0.00	0.00	9,591.22	1.46%		Grand Total:	0.238	7.577.78	\$425,988,77			\$657,726,84	
										Grand Fotal.	0.200	7,077.70	V-120,300.77	Q203,307.33	021,770.12	5001,720.04	





Daily Fleet Status Report

VFM Downtime Report will be communicated daily from our Project Manager to the County's Contract Manager. This report will be pushed to the County personnel daily and is available on the County's access portal of our FMIS.

VE	CT	≱R			Daily Dow	ntime Repor	t	₹ CAR	ROLLTON
	Finet	Management			3/30/20	21		Where Co.	mections Rappen
Date In	Days Down	Department	Unit ID	Service Description	Repeat Repair Work	Warranty Work	Status	Comments/Notes	Estimated Completio
			0 0						
2/16/2021	29	Fire	3058	accident.		3	Awaiting Parts	repairing gear box and other damage	4/1/2021
3/9/2021	15	Water	9207	pm, load bank test			Awaiting Technician	pm done, 3rd party to come out and do load bank test 3/26/2021. Issue with the motor had to stop test. Cat to come on site to address motor issue.	3/31/2021
3/18/2021	7	Police	2198	dies wile driving	- 12		in Progress	diagnosing	3/31/2021
3/19/2021	7	Police	2419	rides rough	- 18	. 3	Awaiting Technician	will replace the motor	4/1/2021
3/19/2021	7	Fire	3063	pm			In Progress	returned from metrofire, doing pm	3/31/2021
3/24/2021	4	Police	2421	engine light on			Awaiting Technician	will continue diagnosing engine light	3/31/2021
3/24/2021	4	Drainage	7063	electrical issue with the dash lights			Awaiting Technician	Peterbilt out on 3/26 to diagnose. Peterbilt came out and needs to do further digenostics	4/1/2021
3/29/2021	1	Police	2405	motor issue		8	In Progress	replacing motor	3/31/2021
3/29/2021	1	Drainage	5066	will not start	16 3		in Progress	diagnosing and repairing	3/31/2021
3/30/2021		Traffic	5058	pm			In Progress	doing pm	3/31/2021
3/30/2021		Water	70014	pm and rattling noise	48 0		Awaiting Technician	will do pm and diagnose rattling noise	4/1/2021
3/30/2021	l î	Police	20027	pm			in Progress	doing pm	3/30/2021
RD PART	TY VENDO	R	8 3	Vendor				Reason for outsource	
1/20/2021	45	Drainage	7555	CAT Lewisville			At Vendor	Trading in on new unit	3/26/2021
3/25/2021	4	Fire	3065	Hufflines Dodge			In Progress	diagnosing engine light	3/31/2021
COMPLET	E			Completed					
2/12/2021	30	Water	7560	articulator out	4		Complete	Swapped bucket while wlaiting on new part	3/29/2021
3/29/2021		Police	20018	brake pedal issue			Complete	replaced all brake pads	3/30/2021
3/29/2021	9	Police	7577	broken hoses	18 3		Complete	Pirtek replaced hoses	3/30/2021
3/29/2021		Police	20009	radio is not working			Complete	replaced relay	3/30/2021
ANDY L	AKE				Sandy Lake				
3/24/2021 3/24/2021 3/29/2021	3 5 2	Parks Parks Parks	M-M233 9209 80033	broken belts tilt bed inop needs amber lights			complete Awaiting Parts in Progresss	replaced pulley and belts waiting on hydraulic pump installing ambors	3/29/2021 3/31/2021 3/31/2021





FMIS structure below:

Planning	Repair Orders	Execution	Inventory Mgmt	Warranty	Accounting	Mgmt Reports
PMIs	RO Creation	Mechanic Workstation	Purchasing	OEM	Disbursement Rules	Business Intelligence
Service Calls	Employee Assignment	Indirect and Direct Labor	Parts Requisition	Extended	Cost	Alerts
Recalls	Standard Times	Capture	Tire Inventory	Aftermarket	Allocations	Standard
Shop Planner	Repair History	Parts Request	Inventory Control	Claims Generation	Interface with Financials	Reports Web-based
	Chronic Repair Recognition	Mobile Repair		Warranty Funds	General Ledger	Reports
	g		Bar Coding	Captured from Claims	Accounts Payable	Dash Board
					Accounts Receivable	KPIs
					Receivable	

Please find below, report definitions, for reports we believe are instrumental in managing a fleet of your size and diversity.

<u>Unit Cost of Ownership Report</u> The Report is based on years in service rather than calendar years. Lines in the "Cumulative" cost columns represent one year in the report. Lines add together annual cost up to and including the specific year and continue incrementing one line per year up to the current year. Each line item in the "Actual" cost columns only display costs for a single year.

<u>Unit down Time Analysis Reports the</u> Unit Downtime Analysis report provides a way to capture a unit's downtime and time out of service. The report tracks when a unit is out for repair. You can review how long the unit is out of service. The cost of each repair is also listed along with the total number of work orders for each unit. You can make the report specific and chart a unit's history and isolate continuing problems. The report can be run in a detailed format. This format lists each repair order and out of service time and downtime is calculated for each repair order. It can run in a summary format with just the total out of service and downtime displayed.

Note: Downtime is calculated from the Open Date to the Completed Date, by time stamp.

<u>Unit Component Cost Report</u> the Component Cost Report gives the Cost per Utilization, Labor Cost, Part Cost, Services Cost, and Total Cost for each component worked on during the selected date range. The percentage of the total for each component code is also listed. The report also has a Detail Report option. If selected the report shows charges by component code listed for each unit. If the Detail option is not selected, the report will run in summary mode with total cost for each component code.

<u>Unit Parts Usage Listing</u> This report allows you to identify every part used for a repair on a particular unit. It provides a detailed accounting of parts charged to units. The report will show part consumption, RO number, date, shop ID, quality and costs. The units listed on the report are based on the selection criteria given to each part and charged to a unit during a specific date range. To narrow the search criteria, a component code, part ID or minimum cost can be entered on the additional tab.

<u>Unit PM Due Report</u> This report provides a way to view a list of PM's currently due. This report uses the PM percentage setup in the vehicle profile to determine if a unit PM is due or a PM percentage entered on the report. It also uses any work shift listed on the shift tab of the unit master file. The report can be grouped by unit ID, shop ID, cost center, department, division, activity or unit type. The report can be run for all PM types, dependent, independent or a specific PM component code. The PM can be sorted by unit ID, percentage or due level.



<u>Unit Reason for Repair Analysis</u> This report provides a breakdown of shop costs and vendor costs by reason for repair. The report can be grouped by unit ID, shop ID, cost center, department, division, activity and unit type. If the report is not grouped by unit ID, the report can be run in detail or summary. The report will allow you to review all repairs performed and the reason for the repairs. It also shows the amount of money spent on repairs. Labor hour's vendor cost, service cost and part cost are listed separately, totaled and listed by RO.

Report Name

<u>Customer Cost Summary Reports</u> Description the Customer Cost Summary Report provides unit repair information by customer. Maintenance cost is displayed from the customer's perspective. For each customer, the data can be grouped by unit ID, shop ID, cost center, department, division, activity and unit type. The report reflects utilization type, cost per utilization, maintenance repair, and manage decision, outside influence, total maintenance, tire cost, total cost. Total meter, period utilization, repair orders, and utilization per RO. You may print or preview this report.

<u>Customer Unit Component Cost Summary Report</u> The Unit Component Cost Report provides an analysis of customer unit costs by cost center. This report is an invaluable tool for an at-a-glance analysis of the total cost per unit utilization by cost center. The report can be created for the primary utilization base or a specific meter type. The report can be sorted by cost center, labor cost, part cost, services cost, or total cost. You may graph the data, print or preview the report.

<u>Customer Unit Life Cycle Report</u> The Customer Unit Life Cycle Report provides a lifecycle report of customer unit costs. The repair cost will be based on the invoices generated for the unit. The unit will be reported by the customer assigned to the unit on the unit master.

<u>Vendor Purchases Report</u> The Vendor Purchase Report provides a way to view all vendor purchases and vendor repair orders entered in the system. The report is based on the vendor selection criteria. Vendors with multiple repairs are listed separately. The report can be sorted by vendor ID, vendor name and either repair orders, Purchase Order or both may be selected. Vendor RO/Repair Order dollars will not appear in the vendor total on the report when the report is run for order type = both. This prevents dollars from being doubled for that vendor for vendor ROs as the PO and RO total will be the exact same. The dollars will still be included in the report total.

2.36 Daily and Monthly Reports

The following minimum requirements for reporting and record-keeping will be in effect for the term of the contract. Proposers are asked to submit, as part of their proposals to County, any additional reporting methodologies they would recommend enacting in the best interest of County and the management of the County's fleet.

2.36.1 Records

- Provider Records. Upon prior notice by County, VFM will provide authorized County representative's
 access at all reasonable times to all electronic and hard data, books, records, correspondence,
 instructions, plans, drawings, receipts, vouchers, time cards, and memoranda, and will provide to
 County cost verification for work.
- **Files and Procedures.** VFM will maintain onsite, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the County at contract termination or conclusion. VFM will provide initial and update FMIS training County employees requiring access. VFM will maintain and update this FMIS connection for the County as required for the duration of the Agreement resulting from as direct by the County process. All records become the property of the County at contract termination or conclusion.



- Vehicle and Repair Order History. A hard copy vehicle history folder will be maintained on site by VFM for all maintenance and repair work done, including all contracted/commercial work. This folder will contain, by repair order number, all repair orders generated for the fleet. In addition, a folder will be kept for each vehicle and piece of equipment in the fleet which will contain hard copy documentation of the vehicle's make, model, year and serial number, warranty information, and invoice information. Some users may require, and the Provider must provide them with a copy of repair orders for their vehicles at the time that maintenance or repair work is completed.
 - These records will be maintained on-site for a period of one year after the vehicle is disposed of to conform to Federal DOT regulations.
- **FMIS Requirements** VFM will utilize our FMIS system to establish and maintain an electronic record keeping and reporting system for all services being provided. This will include records of all maintenance, repair and servicing activity performed on each vehicle.
 - a. <u>Weekly Report</u> VFM will generate a report summarizing the previous week's activities for delivery to County before noon each Friday. The exact content and format of the report will be determined by County but will include the current week's scheduled activities such as:
 - Vehicles scheduled for PM service
 - Vehicles scheduled for repair or other service
 - A listing of vehicles not delivered for a scheduled PM or other service (the listing will include the assignee's name, if known, and department)
 - Warranty/Recall status (as required)
 - A summary of suspected blatant user abuse
 - A summary of vehicles remaining out-of-service
 - A summary of new vehicle preparation activities
 - Number of completed work orders
 - Summary of vehicles not repaired pending authorization to repair from County
 - Fleet availability report.
- b. **Monthly Report** VFM will submit a monthly report to County on or before the 10th calendar day of the month following the reporting period. The report will summarize the month's work within the parameters defined by the daily report. In addition, the monthly report will include performance according to Performance Standards. A monthly safety report will also be submitted.
 - Failure/attainment in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
 - Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
 - Number of shop orders.
 - Number of service calls.
 - Number of vehicle PMs scheduled/completed.
 - Downtime by category and in total.
 - Cumulative records of sub-contracted work.
 - Total labor hours expended.
 - Total parts cost.
 - Problem/accident summary
 - Total costs, by vehicle and department so that entire vehicle cost maybe billed by the County Accounting department back to the department that owns the unit.
 - Brief notes of relevant issues per VFM's manager on site



- c. **Quarterly Report** VFM will provide a consolidated quarterly management report to be delivered to the County on or before the 20th of each month. The report shall include, but not limited to:
 - Failure/attainment in each performance area subject to reward/liquidated damages for that month and cumulative damages for that contract year.
 - Costs for accidents and other items not included in contract costs.
 - Discovery or indication of abuse by the vehicle user in excess of normal wear and tear.
 - Downtime in total
 - Problem/Accident Summary
 - Non-Contractual Summary Report
- d. **Quarterly Performance Report** VFM will submit to County a written quarterly performance report that summarizes the quarter's activity in the format agreed upon by VFM and County. The quarterly performance report shall include quarterly data for those categories presented in the monthly reports, as well as any additional performance information VFM believes should be included.





CUSTOMER REPORTS APPLICATION

Vector Fleet Management's Customer Reports Application offers a way for our customers to view fleet maintenance reports at their convenience. This is a web based application that can be accessed anytime and anywhere.



Example: Customer Log-In Screen

Each customer contact can have a unique login allowing them to access their reports. They will receive a consultation over the phone that includes creating their login, report set up based on their needs and a demo to familiarize them with the application.



Once logged in, each customer will see a list of reports related to their fleet maintenance operation. Clicking on the report will open the search criteria selection. Some examples include:

- Maintenance Cost per Mile
- Maintenance Cost per Unit
- Customer Cost Summary Report
- Open Repair Orders
- PMs Due
- Reason for Repair
- Repair Order Detail
- Unit Down Time Analysis
- Unit Inventory



Maintenance Cost Per Unit

City of Deerfield Beach, FL

Unit Number	Unit Description	Unit Category	Meter	Repair Reason	Date RO Opened	Date RO Closed	Unit Down Time - Hrs.	Labor Hrs	Labor Cost	Part Cost	Sublet Cost	Total Cost
# of RO's per U	nit: 1											
DFB5804	2016 Autocar ACX64 Roll-Off	ROLL-OFF	82,648.00	STATUS	09/23/21	10/01/21	200.20	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5804	2016 Autocar ACX64 Roll-Off	ROLL-OFF		DRIVERREPORT	09/23/21	10/01/21	0.00	25.59	\$1,491.12	\$681.89	\$0.00	\$2,173.01
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							200.20	25.59	\$1,491.12	\$681.89	\$0.00	\$2,173.01
# of RO's per U	nit: 1											
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER	27,105.00	STATUS	09/20/21	10/01/21	266.50	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	4.29	\$249.98	\$0.00	\$0.00	\$249.98
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	0.94	\$54.78	\$0.00	\$0.00	\$54.78
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	1.63	\$94.98	\$0.00	\$0.00	\$94.98
DFB5815	2016 Mack LEU633 Side Loader	SIDE LOADER		DRIVERREPORT	09/20/21	10/01/21	0.00	0.07	\$4.08	\$0.00	\$0.00	\$4.08
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							266.50	6.93	\$403.82	\$0.00	\$0.00	\$403.82
# of RO's per U	nit: 1											
DFB5131	2014 Autocar ACX64 Front Loader	PACKER	29,238.00	STATUS	09/30/21	10/01/21	32.50	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5131	2014 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/30/21	10/01/21	0.00	14.03	\$817.53	\$0.00	\$0.00	\$817.53
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							32.50	14.03	\$817.53	\$0.00	\$0.00	\$817.53
# of RO's per U	nit: 1											
DFB5110	2010 Autocar ACX64 Front Loader	PACKER	70,105.00	STATUS	09/29/21	10/01/21	51.20	0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFB5110	2010 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/29/21	10/01/21	0.00	7.30	\$425.37	\$0.00	\$0.00	\$425.37
DFB5110	2010 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/29/21	10/01/21	0.00	0.05	\$2.91	\$43.62	\$0.00	\$46.53
DFB5110	2010 Autocar ACX64 Front Loader	PACKER		DRIVERREPORT	09/29/21	10/01/21	0.00	0.03	\$1.75	\$0.00	\$0.00	\$1.75
							Unit Down Time Totals:	Labor Hour Totals:	Labor Cost Total:	Part Cost Total:	Sublet Cost Total:	Grand Total Cost:
							51.20	7.38	\$430.03	\$43.62	\$0.00	\$473.65

VEC	T#R
	Fleet Management

Customer Cost Summary Report

,	Fleet Management faintenanceOur One Mission			Date: 1	10/1/2021 to 1	0/31/2021							
Unit	Utilization Type	Cost Per Utilization (US\$)	Maint Repair (US\$)	Manage Decision (US\$)	Outside Influence (US\$)	Total Maint (US\$)	Tire Cost (US\$)	Tax/Fee Cost (US\$)	Total Cost (US\$)	Current Meter	Period Utilization	Repair Orders	Utilization Per R.O.
City of Deerfield	Beach, FL												
DFB5804	ODOMETER	\$0.00	\$2,207.12	\$0.00	\$0.00	\$2,207.12	\$0.00	\$0.00	\$2,207.12	82,648	0	1	0
DFB5815	ODOMETER	\$0.00	\$153.83	\$0.00	\$0.00	\$153.83	\$249.98	\$0.00	\$403.81	27,105	0	1	0
DFB5131	HOUR METER	\$0.00	\$817.53	\$0.00	\$0.00	\$817.53	\$0.00	\$0.00	\$817.53	29,238	0	1	0
DFB5128	ODOMETER	\$0.00	\$87.77	\$0.00	\$0.00	\$87.77	\$0.00	\$0.00	\$87.77	54,541	0	1	0
DFB5110	ODOMETER	\$0.94	\$475.83	\$0.00	\$0.00	\$475.83	\$0.00	\$0.00	\$475.83	70,105	506	1	506
DFB5102	ODOMETER	\$0.00	\$155.58	\$0.00	\$0.00	\$155.58	\$0.00	\$0.00	\$155.58	91,465	0	2	0
DFB5152	ODOMETER	\$0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$88.57	\$0.00	\$88.57	7,929	4,425	1	4,425
	Averages:	13.71%	\$556.81	\$0.00	\$0.00	\$556.81	\$48.36	\$0.00	\$605.17	51,862	704	1	704
	Grand Totals:	\$0.96	\$3,897.66	\$0.00	\$0.00	\$3,897.66	\$338.55	\$0.00	\$4,236.21	363,031	4,931	8	4,931



Repair Order Detail

Confidential	ØR		Star		ir Orde																			
Repair Order	Invoice Number	Date Opened	Date Closed	Date Completed	Price Table	Supplemental / Govt Non-Target	Line Type	Section Number	Part	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Parts Cost	Cost Per Part	Parts Markup 0%	Labor Cost	Service Cost	Service Markup 0%	Total Maint	Tax Costs	Fees	Total Cost
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021	DEERFIELD BEACH	Target	Labor	2		Tire - Pneumatic	RIGHT FRONT TIRE NEEDS CHANGED	Tire - Presumatic, MISSING, ADJUSTED	0	0.77	50.00		\$0.00	44.87	0.00	\$0.00	\$44.87	0.00	0.00	8441
DFB-00000229	DFB-00000192	99/20/2021				Target	Labor	2				Tire - Pneumatic, LEAKING, REPLACED NEW		3.52	\$0.00		\$0.00	205.11	0.00	\$0.00	\$205.11	0.00	0.00	\$205.1
DFB-00000229	DFB-00000192	09/00/00/01	1001/0001	10010021		Target	Labor	3		Vehicle Fluids, Lubricants, Gases, & Particulates	CHECK HORRISTIC BUILD	Vehicle Fluids, Lubricants, Gases, & Parliculates, WORN OUT, FILLED	0	677	\$0.00		\$0.00	44.97	0.00	\$0.00	544.87	0.00	0.00	\$44
DFB-00000229	DFB-00000192	09/20/2021				Target	Labor	3				Vehicle Fluids, Lubricants, Gases, & Padiculates, WEAK, INSPECTED	0	0.17	\$0.00		\$0.00	9.91	0.00	\$0.00	\$9.91	0.00	0.00	50.0
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021		Target	Labor	4		Air Conditioning Assembly - Complete	AC NOT WORKING	Air Conditioning Assembly - Complete, LEAKING, RECHARGE	0	1.63	\$0.00		\$0.00	94.98	0.00	\$0.00	\$94.90	0.00	0.00	594.9
DFB-00000229	DFB-00000192	09/20/2021	10/01/2021	10/01/2021		Target	Labor	5		Cameras	CAMERAS NOT WORKING	Cameras, WORN OUT, DISASSEMBLE	0	0.07	\$0.00		\$0.00	4.08	0.00	\$0.00	54.08	0.00	0.00	\$4.00
Unit Totals						- 11		- 4						5.93	\$0.00		\$0.00	\$403.02	\$0.00	\$0.00	\$403.82	\$0.00	\$0.00	\$403.82
Repair Order	Invoice Number	Date Opened	Date Closed	Date Completed	Price Table	Supplemental / Govt Non-Tarpet	(ine Type	Section Number	Part	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Perts Cost	Cost Per Part	Parts Markup 0%	Lebor Cost	Service Cost	Service Markep 0%	Total Maint	Tes Costs	Fees	Total Cost
DFB-00000239	DFB-00000193	09/23/2021	10/01/2021	10/01/2021	DEEMPRELD BEACH	Target	Labor	2		Brakes	POLAN POLAN AVILL BRUWLS NEED REPLACED	Brakes, WORN OUT	0	8.42	\$0.00		\$0.00	490.63	0.00	\$0.00	\$490.63	0.00	0.00	\$490.63
	DF8-00000193					Target	Later	2				Brakes	0		50.00		50.00	134.02	0.00	\$0.00	\$134.02	0.00	0.00	\$134.00
	DFB-00000193					Target	Labor	2				Drates		0.35	50.00		50.00	20.39	0.00	\$0.00	\$20.39	0.00	0.00	\$20.39 \$311.74
	DFB-00000193					Target Target	Labor	2				Brakes Brakes	0	5.35 2.73	\$0.00 \$0.00		\$0.00 \$0.00	311.74 159.08	0.00	\$0.00 \$0.00	\$311.74 \$159.08	0.00	0.00	\$311.74 \$159.06
DFB-00000239	DFB-00000193	09/23/2021				Target	Labor	2				Drakes	0	5.63	\$0.00		50.00	326.05	0.00	50.00	\$328.00	0.00	0.00	\$328.00
DFB-00000239	DFB-00000193	09/23/2021				Target	Labor	. 2				Brakes		0.27	\$0,00		\$0.00	15.73	0.00	50.00	\$15.73	0.00	0.00	\$15.73
	DFB-00000193 DFB 00000193					Target	Labor	2				Brakes, CRACKED, DISACGEMBLE	0	0.02	\$0.00		\$0.00	1.17	0.00	\$0.00	\$1.17	0.00	0.00	\$1.17
	DFB-00000193					Target Target	Part	2	C84711QG			Hardware Kit. Brake Shoe	2	0.00	\$156.70	\$78.35	\$0.00	0.00	0.00	50.00	\$156.70	0.00	0.00	\$156.70
DFB-00000239	DFB-00000193	09/23/2021				Target	Part	2	54229-018			Drum, Rear Brake	2	0.00	\$507.22	\$253.61	\$0.00	0.00	0.00	\$0.00	\$507.22	0.00	0.00	\$507.22
	DFB-00000193	09/23/2021				Target	Part	2	314001010			Coupling Devices	- 1		\$17.97		\$0.00	0.00	0.00	50.00	517.97	0.00	0.00	\$17.97
Unit Yotals														25.59	\$661.29		\$0.00	\$1,491.12	\$0.00	\$0.00	\$2,173.01	\$0.00	\$0.00	\$2,173.01
Repair Order	invoice Number	Date Opened	Date Closed	Date Completed	Price Table	Supplemental / Govt Non-Terpet	Line Type	Section Number	Part	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Parts Cost	Cost Per Part	Parts Marksp 0%	Labor Cost	Service Cost	Service Markep 0%	Total Maint	Tax Costs	fees	Total Cost
	DFB-00000191		1001/0021	10010021	DEERFIELD BEACH	Tangel	Labor	9		Cah Felly Assists	STEP OFFSICE	Cah Feley Assists	0		\$0.00		\$0.00	282.61	0.00	\$0.00	13.090#	0.00	0.00	\$292.61
	DFB-00000191 DFB-00000191					Target Target	Labor Labor	2 3				Cab Entry Assists, BENT, FABRICATED Transmission Case, LEAKING, INSPECTED	0		\$0.00 \$0.00		\$0.00 \$0.00	142.76 2.91	0.00	\$0.00 \$0.00	\$142.76 \$2.91	0.00	0.00	\$142.76 \$2.91
DFB-00000260	DFB-00000191	09/29/2021	10/01/2021	10/01/2021		Target	Part	3	847400E	Transmission Case	TRANSMISSION LEAVING	Filter, Transmission Oil	1	0.00	\$43.62	\$43.62	\$0.00	0.00	0.00	\$0.00	\$43.62	0.00	0.00	\$43.62
DFB-00000250	DFB-00000191	09/29/2021	10/01/2021	10/01/2021		Target	Labor	4		Vehicle Fluids, Lubricants, Gases, & Particulates	TOP OFF FLUID	Vehicle Fluids, Lutinicants, Gases, & Parliculates, LOW FLUID, FILLED	0	0.03	\$0.00		\$0.00	1.76	0.00	\$0.00	\$1.75	0.00	0.00	\$1.75
Unit Totals														738	\$43.62		\$0.00	\$430.03	\$6.00	\$0.00	\$473.65	\$0.00	\$0.00	\$473.65
Repair Order	Invoice Number	Date Opened	Date Closed	Date Completed	Price Table	Supplemental / Govt Non-Target	Line Type	Section Number	Part	Component Description	Section Comments	Line Description	Total Parts Issued	Labor Hours	Parts Cost	Cost Per Part	Parts Markup 0%	Labor Cost	Service Cost	Service Markup 0%	Total Maint	Tax Costs	Fees	Total Cost
DFB-00000262	DFB-00000194	09/30/2021	10/01/2021	10/01/2021	DEERFIELD BEACH	Target	Labor	2		Air Type Power Brakes	AR LEAK AND SRAKE CHAMBER LOOSE	Ar Type Power Brakes, LEAGNG, REPLACED USE	0	3.63	\$0.00		\$0.00	211.52	0.00	\$0.00	\$211.52	0.00	0.00	\$211.52
	DFB-00000194					Target	Labor	2				Air Type Power Brakes, BENT, ADJUSTED		3.63	\$0.00		\$0.00	211.52	0.00	\$0.00	\$211.52	0.00	0.00	8211.52
	DFB-00000194					Target	Labor	2				Air Type Power Brakes, BENT, ADJUSTED	0		\$0.00		\$0.00	248.81	0.00	\$0.00	\$248.81	0.00	0.00	5248.81
	DFB-00000194 DFB-00000194					Target Target	Labor	2				Air Type Power Brakes, BENT, REPLACED NEW Air Type Power Brakes, CRACKED, REPLACED NEW	0		\$0.00		\$0.00 \$0.00	145.68	0.00	\$0.00	\$145.68	0.00	0.00	\$145.66

2.36.2 Annual Meetings and Reports

On the first anniversary of the effective date (no less than 60 days of each contract year of the Agreement and every other anniversary date thereafter, VFM will submit to County a written annual report that summarizes the year's activity in the format agreed upon by VFM and the County. VFM will provide a statement indicating the solvency of the provider as part of the annual report. This may take the form of a standard issued certified corporate report or certified statement of VFM's financial condition.

2.37 Reference Files and Procedures

VFM will maintain onsite, either electronically, hard copy, etc., a complete file of service manuals, parts manuals, service bulletins, lubrication charts and other information needed to properly service and repair the fleet. These records become the property of the County at contract termination or conclusion. VFM will maintain and update this FMIS connection for the County as required for the duration of the agreement, as directed by the Counties process. All records become the property of the County at contract termination or conclusion.

2.38 Access To and Ownership of Records

VFM will provide the County and their authorized representatives requested records, data, correspondence, instructions, plans, drawings, receipts, vouchers, time cards, and memoranda as well as cost verification for work.



3.0 Transition Plan

VFM understands the need for a smooth, effective and uninterrupted transition period.

Achieving a successful transition presents more challenges than any other aspect of forging a successful partnership. VFM is focused on making the transition experience as seamless as possible. In this effort, we possess the industry expertise and experience to ensure well-executed partnership transitions.

3.1 Service Transition Process

The objective of our detailed Transition Plan is to ensure that VFM will be able to assume responsibility for the County fleet management and maintenance under sixty (60) days of contract execution, or notice to proceed. This Transition Plan represents our approach to maintaining a high level of service quality to the County addressing the important issues that accompany a change in service delivery. Our Transition Plan includes the following key considerations:

- Deploying our dedicated and experienced Start-up Team from Charlotte. NC.
- Establishing communication with key personnel from Rowan County
- Parts inventory and vendor/subcontract management transition
- Facility and shop equipment inspection/pre-existing deficiency report
- Employee hiring, orientation, and training
- Fleet Management Information System install and training
- Vehicle repair and preventive maintenance transition
- Fleet assessment

We have organized our plan chronologically, to reflect the timing of the transition, as it will most likely occur. Of course, there may be adjustments to the schedule presented here to adapt to your changing needs. A detailed timeline of events that will take place during this important transition is presented at the end of this section.

3.2 Local Start-up Team Composition

We have established our transition staffing plan based on our understanding of the order of events and the personnel necessary to complete them. The actual personnel and staffing positions may vary from those presented here to reflect the evolving needs of such an important service delivery transition.

The primary VFM team leader will be Craig Moran, Transition Manager in conjunction with Steve Benedict Director of Government Operations.

Craig Moran will begin to coordinate our transition

important service delivery transition.

efforts and will oversee all the tasks outlined in this proposal. In addition, representatives from our Human Resources Department; and other technical advisors in areas, such as Parts Supply, Shop Operations and Fleet Management Information Systems will be present.

Fleet Management Information Systems will be present.

Throughout the transition period, VFM will have experienced members of our team available to assist with start-up operations. The table above lists the staffing we plan to deploy in order to successfully complete this

Start-up Team Composition
Rowan County, NC
Executive Vice President – Craig Moran
Director of Gov't Operations-Steve Benedict
H.R. Coordinator – Lisa Bell
Purchasing Director – Matthew Wallace
Contract Liaison - Sales – Alice Hicks
FMIS Leader – Kathy Sherrin
Safety Manager – Charles Bryson
is proposal. In addition, representatives from our Human



3.3 Establishing Communication with Key Personnel from Rowan County

The VFM transition team will meet with County personnel who will be especially key to our joint transition success, including the Contract Manager along with Department liaisons. VFM wants to collaborate with the various vehicle and equipment user groups to identify and address their problems/concerns with the fleet and issues regarding maintenance requirements. We also want to make sure that our systems are easily understood and that preventive maintenance will be scheduled at a time convenient to vehicle users and their supervisors. We need their cooperation in helping us schedule PM inspections and follow-up on vehicles that could not be sent to County maintenance facilities on the date of a PM appointment. Furthermore, we want to put into place the mechanism for feedback on our services so any issues can be identified and resolved guickly.

3.4 Facility Inspection and Asset Management Transition

VFM and Rowan County will schedule a joint inspection of the facility prior to the start date. Although we do not anticipate any deficiencies, the purpose of this joint inspection will be to identify any pre-existing deficiencies or challenges in the facility that may exist. VFM will issue a Pre-Existing Deficiencies/Challenges Report to The County, within ten (10) days of conducting the inspection, outlining any noted deficiencies and identifying any garage feature or system which is functional but which should be considered for replacement or upgrade due to age or overall condition.

Also, VFM will conduct a joint inventory of all structural, mechanical, electrical, equipment, tools, vehicle computer equipment and furniture to which VFM will have access during the contract term. This will ensure that there can be no question as to what existed at the beginning of our assuming responsibility for facility operations, and what exists at any time during the course of the contract.

VFM will conduct a safety audit of the County location to identify any improvements necessary for compliance with The County, City, State, Federal and VFM's safety standards. The safety audit will be presented to the County, and any noted deficiencies will be included in VFM's pre-existing deficiencies report. Within thirty (30) days of the assessment, VFM will notify the County in writing of any hazardous conditions identified during this assessment.

3.5 Employee Hiring and Transition

One of the major priorities throughout the transition period will be the recruiting of local qualified technicians, in tandem with the possible deployment of our current technicians from other contract locations. The employee hiring and transition will begin with an interview and skills assessment of the existing maintenance employees by the transition team to assess their current skill and qualifications.

The new employees will proceed through our on-boarding system. VFM and the County policy and procedures, Benefits, Vector Technical Training Modules (VTI), as well as position specific training for all managers, parts staff, clerks and technicians.

3.6 Parts Inventory and Vendor/Subcontractor Transition

VFM and the County will confirm the parts and service vendors for the duration of the contract. The County and VFM will mutually agree on the vendors to be used for the contract period(s). Local vendors, which will be the vast majority of our parts purchases, will be established. Delivery models, payments terms and inventory expectations established. Quick ship vendors as well as any national OEM vendors will be established and placed into FMIS.

Disposal and CORE process established. Develop a plan to dispose of excess and obsolete inventory. Shelving and bin capacity as well as parts distribution system and processes established. Inventory room stocked and organized.

Warranty process, credit and tracking to be reviewed with the County.



3.7 Fleet Maintenance Management System (FMIS)

One of the main priorities during this transition period will be install and setup of our FMIS. The proper training of our technicians and staff will be performed with VFM trainers from our corporate office as well as from other VFM locations. Training will include, but not limited to, work orders, data entry, generating reports, scheduling services, inventory management, warranty administration, etc.

Our Managers and Clerks will receive training on reporting requirements, frequency and data needed to delivery timely and precis reporting. Vendors and warranty information will be set up in TMT, as well as PM scheduling. At this time any printers, lines or additional computer hardware or software will be ordered and installed.

The customer portal will be setup along with any necessary training involved or as needed.

3.8 Equipment and Tooling

VFM will establish immediate equipment and tooling needs. This will include, but not limited to, ordering 2 mobile lube carts, PM and inventory carts, Diagnostics needed and setup of Mitchell/All-Data/Motors setup.

3.9 Safety

On-Site inspection from VFM Safety Manager with full reporting shared with the County. We do not expect any deficiencies, but any will be addresses at this time. PPE, eyewash stations, safety tags, and signs printed and placed. Safety staff meeting held and safety huddles at each shift change established. Safety training on specific equipment and processes will also begin.





4.0 Organization and Staffing

4.1 Proposed Staffing Plan

Below we will outline the organizational hierarchy of the member of staff within the shop management model.

Position	Number of Employees
Site Manager	1
Parts/Admin Clerk	1
Full-time Mechanics (1 – EVT Certified)	2
Part-time Mechanic	.5
Total Employees	4.5







At VFM we have very high standards for training and ongoing education. Every technician is held accountable to dedicate a minimum of 3% of all hours worked to continuing education. We support major training standards like ASE, and EVT. We offer robust reimbursement programs, and student assistance for all Technicians that continue to move their careers forward, while being part of our brand.



Vector Fleet Management will attempt to retain any employees that meet our specifications from a current provider, or your staff if you desire them to be retained.



4.2 Key Managerial/Supervisory

Please find below, resumes for VFM executive, managerial and staff teams, whose experience will be leveraged in the implementation and management of Rowan County.

James A. Overstreet - President / CEO

SUMMARY



Over 35 years in fleet maintenance, fleet management, transportation planning, and vendor negotiating for both a private and public service fleets. Proven ability to develop and implement successful strategies, policies, and procedures to lower operating expenditures. Exceptional relationship building skills, able to lead, motivate, and develop successful support teams. We have expertise in all aspects of fleet maintenance, DOT regulations, equipment utilization, capital expenditures and budgeting. ASE Certified.

PROFESSIONAL EXPERIENCE

VFM Management, Charlotte, NC

President / CEO (1997-Present)

- Direct a Corporate Staff including Sales, Marketing, Finance and Operations
- Develop and Implement growth, strategy plan
- Develop annual business plans
- Answers to a five member independent Board of Directors

Strick Corporation, Fairless Hills, PA

Director of Dealer Development / Southeast Region (1996-1997)

- Increased dealer network from 9 to 15 locations
- Maintained dealer relations, achieving a satisfaction score of 95% after 9months
- Oversaw the implementation of single largest new dealer program
- Grew southeast region profit margin by 6%
- Implemented dealer to customer national account programs

Overnite Transportation, Richmond, VA

Senior Manager of Fleet Service (1995-1996)

- Directed management staff of 65 in 45 states with 650 technicians
- Developed maintenance practices and schedules
- Implemented quality and safety auditing procedures
- Designed standardized technician payscale
- Oversaw fleet specification planning
- Submitted monthly and annual budget plans



James Overstreet - President/CEO (Cont'd)

Overnite Transportation, Richmond, VA

Manager of Fleet Procurement and Warranty Reimbursement (1990-1995)

- Directed procurement of fleet maintenance repair supplies
- Centralized procurement activity for 65 shop locations
- Implemented an internal distribution network for repair supplies
- Established a quality development team consisting of 10 suppliers
- Designed a formal RFP program for fleet equipment and supply procurement
- Reduced supply inventory from \$8.5 million to \$4.9 million
- Reduced supplier network by 50% threw product standardization
- Implement a warranty recovery system, recovered \$900,000.00 first year

James A. Overstreet - President / CEO Cont'd

Overnite Transportation, Charlotte, NC

Inventory Control Manager (1981-1990)

- Implemented automated inventory control system
- Designed and implemented inventory storage lay-out
- Developed transportation schedule for supply distribution
- Formulated maximum / minimum inventory levels

Education and Training

- Graduated Mt. Pleasant High 1976
- Attended J Sergeant Reynolds Community College (1993-1994)
- Overnite Transportation Management Training (1991-1995)
- Fruehauf Trailers Management Training (1977-1980)
- United Parcel Management Training (1976)

Associations

- Technology Maintenance Council (TMC) member since 1995
- National Institute for Automotive Service Excellence (ASE) certified



Aubrey Felton – Executive Vice President

SUMMARY



Business Acquisitions, Strategic Planning, Training and Development, Contract Negotiations, Facility up-fitting and renovation, P & L Management, Budgeting Systems, Sales & Marketing, Retail Operations, IT Procurement/Implementation, Corporate Integrations, Pricing Dynamics, Fleet Management, Parts Procurement, Government & Private Contracts, and Product Implementation.

PROFESSIONAL EXPERIENCE

VFM Management, LLC Charlotte, NC March 2015 - Present EXECUTIVE VICE PRESIDENT

- Develop solutions and pricing structures for various fleet segments.
- Structure inter-local agreements to provide additional revenue forclients.
- Proposal development and client acquisition strategy.
- Benchmark operational metrics across government and private contracts.
- Plan and develop sales and marketing programs and strategies.

First Group America - (First Student, First Transit, Greyhound, & First Vehicle Services) REGIONAL VICE PRESIDENT March 2008 - March 2014

- Responsible for contract acquisition and management of municipal and private fleets across 26
 States, including Broward Sheriff Office contract.
- Handled all aspects of government bid process, negotiations, and start-up matrix
- P & L responsibility for 37 contracts exceeding 100 million in annual revenue
- Management of regional staff including 489 team members
- Direct client engagement on daily basis

FTA, Inc. - WEST PALM BEACH, FL

An independent retail tire and automotive services provider with 5 outlets in South Florida operating under Tuffy Automotive franchise agreement.

PRESIDENT & CEO May 2006 - February 2008

- Responsible for all aspects of company functionality.
- Built chain from zero to five locations in eight months of operation.
- Handled 3 acquisitions of automotive locations and integration into Tuffy franchise program.

TBC Corp. (TIRE KINGDOM, INC, National Tire & Battery, Merchant's Tire & Auto, Carroll Tire)

A leading retail tire and automotive services provider with 884+ outlets in 28 states with annual sales of \$1.9 billion.

SENIOR VICE-PRESIDENT - OPERATIONS January 2002 – May 2006

- Responsible for day to day corporate and field store operations with 1.9 Billion annual revenue
- Supervise 68 Field Management Direct Reports
- Oversee Special Orders Department with \$50 million per year in expenditures
- Procurement, development, and supervision of all external/internal computer operating systems
- Training and development programs for 9,800+ associates
- Extensive field travel
- Designed store management training process for rapid store expansion
- Directly involved in the integration development and processes of company acquisitions
- Merchant's Tire & Auto and National Tire & Battery
- Coordinated green-field location growth from inception to operating facilities for over 300 locations.



Aubrey Felton - Executive Vice President (Cont'd)

EXECUTIVE VICE-PRESIDENT February 2000 – January 2002

- Supervised 105 stores in South Florida market with annual sales of \$195 million
- Directly responsible for increasing service sales and tire units throughout entire market
- Improved Gross Profit percentage by 7.5% in first six months and increased payroll productivity
- Coordinated new market development of South U.S..,
- Successful trained and promoted 17 district managers

MORGAN TIRE & AUTO CENTER - CLEARWATER, FL DBA TIRES PLUS

A retail tire and automotive services provider with 585 nationwide locations and annual sales of \$950M.

REGIONAL VICE-PRESIDENT 1994 – 2000

- Supervised, trained, and developed 1200 associates and 125 retail locations in differing national geography with annual sales of \$155 million
- Successfully integrated several acquisitions onto operating platforms and programs

CONTINUING EDUCATION:

- NAFA CAFM: Certified Automotive Fleet Manager
- AEMP CEM: Certified Equipment Manager
- SMEI CSE: Certified Sales Executive

AFFILIATIONS:

- Member NAFA North American Fleet Administrators Association
- Member APWA American Public Works Association
- Member FFCA Florida Fire Chiefs Association
- Member NFPA National Fire Prevention Association
- Member AEMP Association of Equipment Management Professionals
- Member NAFA National Association of Fleet Administrators
- Member ATA TMC American Trucking Association Technology Maintenance Council
- Member SWANA Solid Waste Association of North America

CERTIFICATIONS:

- Vector Certified Light and Heavy Duty Technician
- Six Sigma Yellow Belt
- ASE Certified Technician, Service Consultant, & Parts Specialist
- Ford Certified Master Service Manager
- · Ford Certified Commercial Parts Manager
- Ford Certified Warranty Administrator
- Chrysler Certified Level 2 Service Manager
- Chrysler Certified Parts Manager
- Chrysler Certified Warranty Administrator
- Department of Transportation/TSI Inspection, Repair, and Maintenance for Motor Carriers
- Department of Transportation/TSI Commercial Driver's License Regulations
- Department of Transportation/TSI Financial Responsibility Motor Carriers
- OSHA Personal Protective Equipment
- OSHA Lock and Tag
- OSHA Hazard Communication
- OSHA Electrical Safety
- OSHA Ergonomics
- OSHA Heat and Cold Stress
- OSHA Slips, Trips, and Falls



Craig Moran - Executive Vice President



SUMMARY

Experience with successful implementation and management of fleet maintenance operations, across multi-location deployments in both private and public sector environments also ASE certified.

PROFESSIONAL EXPERIENCE

Executive Vice President – VFM Management (5/98 to present):

- Lead and manage all operational functions for dedicated contract locations, servicing 8/200+ units
- Development, implementation and management of TMT fleet management information system
- Implementation of new business directly and through business segment Operations
 Directors
- Sales process involvement in staffing matrix, contract pricing etc.
 Engagement with contract management and customer relationship directly and through business segment Operations Directors

Director of Maintenance – Terminal Services Inc. (5/96 to 5/98)

- Manage maintenance operations across 8 locations, maintaining 1000+ company owned units involved in waterfront 'ship side' and intermodal operations
- Customization and implementation of fleet management information system software at all locations
- Responsible for reengineering of all maintenance schedules, procedures, best practices and training regiments

Regional Fleet Manager - Overnite Transportation Inc. (4/92 to 5/96)

- Oversaw maintenance operations across 7 hub facilities, 22 terminals with over 50 Technicians
- Managed multiple third party service and parts providers
- Consistent attainment of productivity thresholds for all locations
- Designed and implemented intermodal trailer safety checks for drivers in the Midwest region

Fleet Manager – Overnite Transportation Inc. (12/84 to 4/92)

- Fleet Mechanic
- Supervisory roles at the shop level
- Participated in Overnite's Maintenance Manager Training Program
- Promoted to Fleet Manager

Education:

- Associates Degree in Diesel Technology Ohio Technical College
- Business Administration Indiana University



Craig Moran - Executive Vice President (Cont'd)

AFFILIATIONS:

- Member NAFA North American Fleet Administrators Association
- Member APWA American Public Works Association
- Member AEMP Association of Equipment Management Professionals
- Member NSSGA National Stone, Sand and Gravel Association

CERTIFICATIONS:

- ASE Certified
- MSHA Certified Training 5000-23
- OSHA Personal Protective Equipment
- OSHA Lock and Tag
- OSHA Hazard Communication
- OSHA Electrical Safety
- OSHA Ergonomics
- OSHA Heat and Cold Stress
- OSHA Slips, Trips, and Falls





Charles Bryson – Safety Manager



SUMMARY

This position reports directly to the VP of Operations in Charlotte, NC with dotted a line reporting to our Florida General Manager.

PROFESSIONAL EXPERIENCE

VFM Management, LLC Mosaic Operations

2/2008 - Present

<u>Safety Manager:</u> Current position includes responsibility for safety methodology and oversight at all VFM locations. Key activities include:

- Safety and Risk Management
- MSHA Instructor Approval Training Certificate of completion
- Conduct safety meetings
- Perform safety audits
- Inspect workers daily activities
- Ensure all employees use their proper PPE
- Responsible for overall safety of the buildings and grounds. I am the appointed Building Monitor / Emergency Coordinator for the NewWales auto shop muster area through the Mosaic Growing-Utraining.
- Maintain and report monthly safety numbers to the general manager
- Motivate and counsel employees on safety policies
- Immediately correct any safety related issues
- Identify and anticipate safety concerns and hazards by surveying the working environment and suggesting corrective actions or policy changes if needed
- Continually familiarizing myself and employees with our customers EH&S policies so as to stay in compliance
- Trained in first aid and first responder
- Formal training in Windows, Microsoft Office, Excel, Outlook, Dossier and Maximo(Mosaic's operating system)
- I served as VFM managements Site Specific Train the Trainer. Responsible for training all Vector Mosaic employee sites specific annual training.
- VFM management access control coordinator to mosaic security. Responsible for new and renewing all access badges for VFM employees for the Mosaic sites.
- Project Implementation
- 5s Housekeeping system implementation
- Customer Relations and Satisfaction
- Training and Development
- Productivity Improvement
- Staff Management and Motivation



Charles Bryson - Safety Manager (Cont'd)

Achievements

- Six Sigma Villanova University (4.5 CEU) 45 Professional Development Units
- ITTM'S Fleet Finance 101, Penn State, Harrisburg PA, (3CEU)
- Diesel Institute of America, Tampa, FL
 Awarded most outstanding student and completed overall courses with honors
- NCO Leadership School, Albuquerque, New Mexico,
- Acquired advanced training in leadership (focus on managerial and supervisory), effective communication and counseling techniques, and advanced knowledge in safety and resource protection

Technical Skills

- Microsoft Office: Word, Excel, Outlook XP
- Asset Management: Maximo
- Fleet Management: Dossier / TMT Fleet maintenance system
- Kronos payroll





Steven Benedict - Director of Operations, Government Services

SUMMARY



Over 23 years of automotive and fleet leadership and strategic operations experience. Decisive leader with the ability to foster group cohesiveness and commitment towards common operational goals. Experienced with process improvement, change management, strategic innovation, and team development. Background in cross-functional project/program management and delivery with multi-site, regional, and national market shares.

Professional Experience

Vector Fleet Management, Charlotte, NC. | Director of Operations, Government Services January 2019 - Current

- Oversee and lead contract operations with government municipalities delivering vehicle and equipment maintenance, repair, fuel system management, procurement, and disposal.
- Responsible for financials and operational KPI's for all locations.
- Ensure contract compliance and exceptional customer experiences.
- Lead continuous improvement and positive developmental team cultures.
- Manage contractual relationships and deliver business reviews.

AAA National Office, **Heathrow**, **FL | National Manager**, **Automotive Repair Business Operations** Mar 2015 – January 2019

- Drive strategy, business compliance, and member value planning for the National AAA Federation of Approved Auto Repair, Club Owned Auto Repair Facilities and Connected Car initiatives.
- Consult with Regional Club Automotive Staff and Executives to insure brand compliance; manage
 quality governance, strategy and business planning for AAA's National Network of Approved Auto
 Repair and Club Owned Repair Network (6,500+ facilities).
- Conduct yearly brand accreditation reviews for Clubs.
- Work with Club Executives to develop business cases and go-to-market plans for AAA Owned Auto Repair facilities.
- Lead executive level quarterly progress meetings with senior OEM staff.
- Launched a first ever, nationally contracted Approved Auto Repair Partnership with AutoNation, leading contract negotiations through implementation and rollout.
- Launched a new AAA/Lincoln Motor Company Approved Auto Repair Partnership.
- SME on the development team and managed the field delivery of AAA's new web based Repair Shop Portal with successful pilot in November 2015 and scaled launch in June-December 2016. Currently in over 5,700 facilities in the US and Canada. Business line owner for this product.

AAA Northern California, Emeryville, CA | Director, Club Fleet and Club Owned Repair Oct 2012 – Mar 2015

- Mid-level executive management for a seven location, two state Club Owned Fleet consisting of 150 trucks and 189 employees; accountable for 50 club owned field service vehicles, fleet maintenance and procurement, service delivery levels, and cost-per-call management. Full P&L accountability.
- Served on Automotive Leadership Team for Emergency Road Service and Approved Auto Repair with accountability for a \$160 million budget
- Revamped all business operation processes, policies, and procedures to comply with federal and state regulations and AAA brand standards driving growth and improved profitability.
- Managed site selection and development of all Club Owned Repair facilities.
- Responsible for technical support and programming for shop management software.
- Provided mid-level executive management oversight of day-to-day operations of the Club Owned Repair program; implemented new scheduling and workflow processes to increase productivity.
- Configured, coordinated, and launched new shop management software in partnership with NAPA.
- Represented AAA NCNU on National and regional Club committees and task forces related to Automotive Repair.
- Business line leader for M&A of Automotive Repair facilities.



Cont'd Steven Benedict - Director of Operations, Government Services

AAA Tidewater Virginia, Virginia Beach, VA

Executive Director, Car Care Centers and Fleet Operations, June 2000 – Sept 2012

- Launched a chain of 6 AAA owned automobile repair centers and a 30 vehicle towing and mobile battery replacement service vehicle's; served as the Club's Battery Program Manager.
- Formulated a successful business model that drove the cohesive operation of both entities within the same locations, each driving the business of the other.
- Served on the automotive leadership team of AAA membership organization which oversaw development of emergency road service programs, Approved Auto Repair program, automotive extended warranties, automotive buying services, and mobile auto glass and auto repair services.
- Designed, implemented & managed training programs for all automotive services departments and businesses internal and external.
- Managed insurance company relationships for all automotive services departments and businesses, including negotiation of vehicle and property renewals, compliance, claims, risk analysis and mitigation, and safety.
- Managed all phases of Club Owned Repair design and development: building, equipping and operations.
- Managed the acquisition and fleet management of all company owned vehicles
- Oversaw the budgeting & forecasting process for all automotive service departments totaling \$25MM+.
- Developed and launched five new successful automotive business lines from 2000-2006.
- From concept to scale, developed business plan and launched COR in 01/2003 (9th one in the AAA Federation) and grew the profitable business to six locations and 55 employees by 03/2012.
- Served as Virginia State Coordinator and Committee Chair for Ford/AAA Student Auto Skills for 12 yrs.;
 secured outside local sponsors totaling \$50K in donations enabling us to give a first class event;
 negotiated a National Scholarship offering with Advanced Technology Institute in Virginia Beach

Tidewater Enterprises, Inc. | Senior Operations Manager

Nov 1996 – Jun 2000

- Oversaw 13 truck/30 employee/7 location towing, road service, and auto repair operation.
- Managed three automotive storage facilities, including DMV administration and auctions.
- Administered fleet and commercial accounts for fuel, repair and towing.
- Served as safety officer and insurance liaison for the entire enterprise.
- Provided middle-management for 7 repair centers, 6 fueling station/convenience stores and a towing operation serving (third in charge after President and COO from 1997-2000).





Matthew Wallace - Director of Purchasing



SUMMARY

I have ten years of experience in the automotive field, and over 15 years of experience in business development and sales combined. I have held and witnessed every available position within a shop and I know what makes our business work intimately. I am passionate about this industry and what the future holds for it. When we marry experience, and passion we can create a valuable partnership that creates long-term, proven worth for both parties involved.

PROFESSIONAL EXPERIENCE

Vector Fleet Management, LLC Charlotte, NC November 2018 - Present *Director, Purchasing*

- Oversee National vendor development.
- Oversee Private and Inter-local government procurement opportunity.
- Operate and Maintain all CRM and Analytical tooling for Developmental Department.
- Perform all Mathematical, and GIS Analysis for Developmental Department.

Genuine Parts Company, Charlotte, NC Retail Business Development Manager

May 2013 - November 2018

- Converted over 60 NAPA Stores across the Southeastern U.S. from private ownership to corporate ownership, including renovation, redesign and rebranding.
- Operated and championed the national program for NAPA Retail during its cultural transition period.
- Developed all new best practices and protocols for NAPA daily operations framework.

Valvoline/ Ashland Chemical Corp., Charlotte, NC District Manager

October 2009 - May 2013

- Oversaw daily operations of 22 Service locations across multiple States.
- Handled a variety of service operations, varying from quick lubes, to full service, to tire service facilities.
- Worked with a "Franchisee of the Year", and assisted in his growth from 5 acquisitions to 27, overseeing and assisting in his conversion of multiple facilities.

EDUCATION:

- Technical University of Munich- Six Sigma/LEAN/ASQ+
- Harvard University-Certification- Data Science
- Harvard Extension School- Executive Education

AFFILIATIONS:

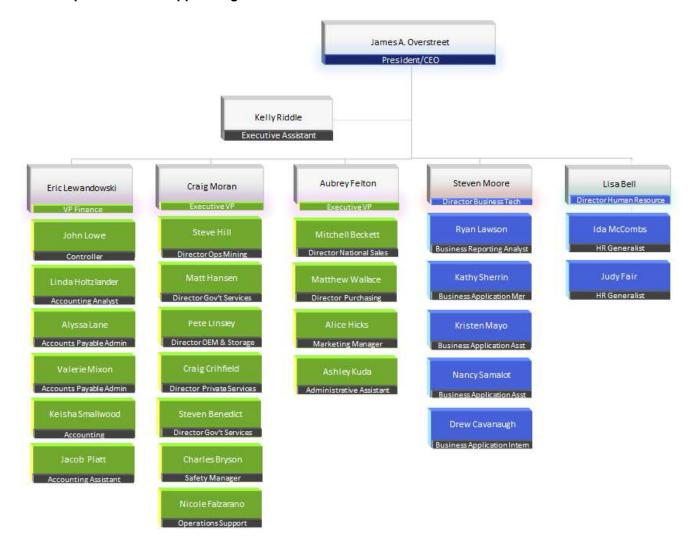
- Technical University of Munich- Teaching Assistant-Six Sigma/LEAN/ASQ+
- Member NAFA North American Fleet Administrators Association
- Member APWA American Public Works Association
- Member NSSGA National Stone Sand and Gravel Association
- Member IFDA International Food Distributors Association
- Member-NTTC National Tank Truck Carriers Association
- Member-NUCA National Utility and Contractor Association
- Member- FAGFA Florida Association of Governmental Fleet Administrators
- Member AEMP Association of Equipment Management Professionals

CERTIFICATIONS:

- Vector Certified Technician
- Six Sigma/ LEAN/ ASQ+
- ASE Certified Technician, Part Specialist
- Google Data Science- Certified Master



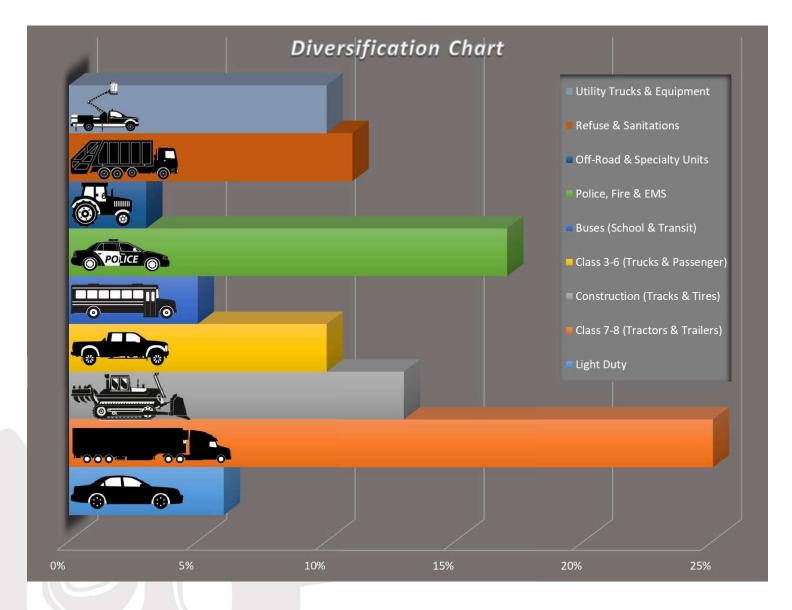
Corporate Office Support Organization Chart:





5.0 Qualifications and Experience

When it comes to delivering fleet maintenance to diverse fleets, VFM is a proven leader. We are currently servicing mobile assets with a cumulative value in excess of \$3.5B. The varied fleets that we maintain are comprised of the following types of vehicles and equipment:





Maintenance & Management Experience (Below is a chart that represents a cross-section of a portion of our client base)

Vector Fleet Management, L	LC																		
A Signature	Alun Re Diste A	Ston Spalasin	Spolls in	Micains of	nicipality in	Atoni Cipality in	Mologic In	Godgen,	Lines,	Inesto.	AS COLORES	Mun	Old Sout	e & N.	Aug Innersity 7	Cipalis in	Plos Pro Unities !	to Mine A	
Vehicle Maintenance & Man																			
Accident Repairs & Subrogation	V	V	V	V	V	V	V	4	V	V	8	V	V	4		V	¥	V	¥
Decommissioning	2	1	4	100	9		*	1	1	4	4		-	4	4	4	4	4	4
DOT/State Inspections	V	4	V	V	V	4	4	4	4	V	V	4	9	V		4	V	V	V
Emergency Repairs	W.	4	1	14	4	1	V	1	4	4	4	V	1	8	V	1	4		1
Auction Services	V	V	V	8	V	V	V	4	V	V	-	V	9	0	V	V	-	V	V
FMIS Cost Analysis System		-20	2					1	1						-	-	-		
Alternative Fuels	V	8	W	W				4		V	V	8					V	V	4
Inventory and Parts Control	-	-	d	160	0	6	-	3	-	-	4	-	-	W.	- 100	-	-	0	-
Up-fitting	W	V	8	V	9	8	0	4	4	V	V	S	V	V	S	V	4	V	8
Outside Repairs Management	4	No.	2	107	0		10		107	W.	1	100	1	1	100	1	1		
Preventive Maintenance	V	S	0	6	V	9	0	0	0	0	8	0	0	0	S	V	4	4	4
Disinfecting Services	W	1		10			4		-	10		6	40	-	-	1		1	1
Program Management	V	V	8	W	8	8	V	8	8	V	V	8	V	8		V	S	V	•
Quality Control Program	W	-	4	14	4	-	1	4	1	4	1	1	M	1	20	1	-	1	1
Safety Program	V	9	W	V	6	0	V	8	V	V	V	2	9	V	W	V	4	V	4
Upholstery and Glass Repair	100	100		160			1	1		13			1	-	100			10	
Vehicle Preparation/Disposal	V	4	0	4	V	V	V	0	4	V	V	8	8	V		V	4	V	4
Vehicle Quality Inspections	100	100	1	W	1		4	10	4	0	1	1	1	-	V		9		3
Warranty Repairs & Tracking	V	V	8	V	V	0	W	4	0	V	S	4	V	9	V	V	V	V	V
24 hr. Roadside Assistance	W		1	W	1		W			4	-		1	1	W.	1		1	-
Network Vendor Repair Coord.	V	V	W	6	0	V	V	0	V	V	V	9	V	8	V	V	V	V	V
Lifecycle Cost Analysis	100	1337		W	3	1	100	1	180	100	322	1	1	20	100	*	1	1	1
Custom Reporting	V	V	8	V	V	8	V	4	V	V	V	8	V	4	V	V	V	V	V
Software Conversions	-	100	3	N/A	1	13	0	1		-	V		1	9	W	1	4	1	
New Equipment Specifications	V	8	V	4	V	V	0	6	4	V	V	V	W	4	V	V	4	4	4
Equipment Operator Training		100	1	107	4		1	130		V	V		3	64	V	1			
Fueling Programs	V									V	V	4					V	V	V
SW W	100	10	- 10	20	- 20	70	100	100	160	1000	100	W	100	144	- 32	34	100	100	100



Maintenance & Repair Experience

Vector Fleet Management,	ПС																		
Vehicle Maintenance & Rep				Baioce Sio io ro	Model of the Party	Rink	Addiction is	feather it was	dinesto.	inesone resines	Mark Range R	Sales on	CA Service Balls in S	S. W. I.	Innesion 4	n chaire.	Prost Gillion	lole Mire	N
Boat/Tug Maintenance			T	Y	V	W					ľ			*	W	in.	,	,	<
Bulldozer/Loader	04		1	1	4	1	140	10	60		W	100	34	10			16	į.	4
Bus Maintenance	~		V		V	V		V	V			V	V	V		V	×		
Crane Maintenance	4								6		100								8
Dump Truck Repair	V		V		V	V	V	W	V		V	V	V	V			V		V
EMS Unit Maintenance			1	100	8	S	100	1	6				*	0		0		4	
Fire Truck Maintenance					V	V	V		V					V					
Truck Maintenance	6	W	8	1	6	1	1	6	6	160	8	8	1	1	1	1	6	1	0
Law Enforcement Vehicle Maint.			V	W	V	V	V	V	V				V	V					
Medium Truck/Van Maintenance	8	8	1		8	8	1	8	8	8	8	4	8	8	8	8	1	8	W
Refuse Truck Maintenance					V	V	W		V					V			V		
Roll Off Truck Maintenance			8		4	6	6	6	6				*	*			18		
Sedan Maintenance	V	V	V	V	V	W	W	V	V	V	V	V	V	V	V	V	V	V	V
Excavator Maintenance	8			1	8	1	6		8			8		8	8	8	8		
Small Vehicle/Cart Repair	V		V	V	V	W			V		V	W	T,	V			W	V	V
Solid Waste Removal Equipment					8	6	6		6		4 1	- 40					6		
Sweeper Maintenance	V		V		₩	V		V	₩		V	V		W			V		
Tandem-Brush Truck Maint.			8		8			6	8				*	4			1	1	
Ready Mix			V					W	V		W		·						V
Farm Tractor Maintenance	8		1			W	6	8	6			8	4	,					
Refrigerated Trailer/Trailer Repair										V									1



5.1 Comparable Services

#1 Sheriff of Broward County, FL (Government)

Contracting Organization	Sheriff of Broward County, Florida (2 locations)
Contact Name	Scott Barnett – Fleet Manager
Contact Address	2001 N.W. 31st Avenue, Lauderdale Lakes, FL
Contact Phone	954-497-1440
Contact E-Mail	Scott_Barnett@sheriff.org
Type & Composition of Fleet & Number of	3,300+ units Vehicles for Sheriff, DLE, Transit and Fire Rescue
Vehicles/Pieces of Equipment	units
Technician ASE Certification Percentage	68%
Period of Performance	Since 2016
Annual Contract Cost	\$7.5 Million

Background

- VFM competed for the Hourly Rate Bid and was selected over G4S Integrated Fleet Services (Centerra), First Group America (DBA First Student, First Transit, & First Vehicle Services), and Pompano Automotive the incumbent provider.
- VFM has quickly developed and initiated a program to upgrade the maintenance of the fleet to meet and exceed industry standards.

Scope of Services

- Provide all fleet maintenance services, towing and road side assistance for 3 maintenance facilities.
 Maintain contract compliance through a Quality Assurance program with performance measurements, maintain parts inventory and control cost through the Hourly Rate Charge contract.
- Provide on-site warranty administration with Dodge and Ford OEM's.
- Work closely with all County staff agencies to ensure excellent fleet maintenance standards through improved reliability, unit availability and above all else, SAFETY.

Accomplishments

- Significantly increased the availability of Units and eliminated unnecessary vehicle downtime at commercial retail repair facilities.
- Eliminated costly parts requisition and initiated a comprehensive PM program.
- Altered staffing paradigms to ensure PM services were performed with minimal disruption to county services.



#2: Ector County, TX, (Government)

Contracting Organization	Ector County, Texas
Contact Name	Lucy Soto – Purchasing Manager
Contact Address	10110 E. 8 th Street, Odessa TX 79761
Contact Phone	432-498-4020
Contact E-Mail	LUCY.SOTO@ectorcountytx.gov
Type and Composition of Fleet and	300+ Vehicles for Sheriff, Roads & Bridges, Parks & Rec and
Number of Vehicles/Pieces of Equipment	Other General Services (includes Buses)
Period of Performance	Since 2013
Vector Certified Shop	YES
Technician ASE Certification Percentage	90%
Annual Contract Cost	\$1.4M+

Background

- VFM competed for a Target Cost Bid and was selected above First Group America (DBA First Student, First Transit, & First Vehicle Services) and Ameritt Fleet.
- VFM successfully managed the transition from in-house to a public/private partnership.

Scope of Services

- VFM provides comprehensive fleet maintenance services, performance measurement and reporting, parts management and overall fleet support under the structure of a TARGET COST contract.
- VFM works closely with all County fleet stakeholders to ensure high fleet maintenance standards and unit availability.

Accomplishments

- VFM has been able to meet all staffing requirements for this contract in an ultra-competitive labor market (oil fields).
- VFM has improved unit availability immediately by repairing and maintaining units, which were deadlined for extended periods of time.





#3 Carrollton, Texas, (Government)

Contracting Organization	Carrollton, Texas (2 locations)
Contact Name	Dwayne Bianco
Contact Address	2711 Nimitz Dr, Carrollton, TX 75007
Contact Phone	972-466-5786
Contact E-Mail	<u>Dwaynebiancocityofcarrollton.com</u>
Type and Composition of Fleet and	617+ Vehicles for Police, Fire & Rescue, Roads & Bridges,
Number of Vehicles/Pieces of Equipment	Parks & Rec, Solid Waste Services and other general
	services
Period of Performance	Since 2018
Technician ASE Certification Percentage	82%
Annual Contract Cost	\$1.9 Million

Background

- VFM competed for the Target Cost and was selected over First Group America (DBA First Student, First Transit, & First Vehicle Services,) King George and the incumbent provider, Centerra
- VFM successfully managed the transition from an incumbent provider, ensuring continuity of service.

Scope of Services

- Provide all fleet maintenance services, towing and roadside assistance. Maintain contract compliance
 through a Quality Assurance program with performance measurements, maintain parts inventory and
 control cost through the Fixed Price contract.
- Work closely with all City staff agencies to ensure excellent fleet maintenance standards through improved reliability, unit availability and above all else, SAFETY.

Accomplishments

- Significantly increased the availability of Solid Waste trucks and eliminated unnecessary vehicle downtime. Initiated step change improvements in tire management.
- Increased on-site parts availability and initiated a comprehensive PM program.
- Implemented after hours staffing plan to ensure PM services were performed with minimal disruption to city services.





#4: Coconut Creek, FL, (Government)

Contracting Organization	Coconut Creek, FL
Contact Name	Jessica Cannon
Contact Address	4800 West Copans Road, Coconut Creek, FL 33063
Contact Phone	954-973-6744
Contact E-Mail	jcannon@coconutcreek.net
Type and Composition of Fleet and Number of Vehicles/Pieces of	557 Units comprised of law enforcement, fire & rescue, public works, lawn equipment and general
Equipment	administrative sedans and light truck vehicles. (includes Buses)
Technician ASE Certification Percentage	,
	Buses)

Background

- VFM competed for the Target Cost Bid and was selected over the incumbent provider **First Group America (DBA First Student, First Transit, &First Vehicle Services.)**
- VFM has quickly developed and initiated a maintenance program to upgrade the vehicle fleet to meet and exceed industry standards

Scope of Services

- Provide all fleet maintenance services, towing and roadside assistance. Maintain contract compliance
 through a Quality Assurance program with performance measurements, maintain parts inventory and
 control cost through the Fixed Price contract.
- Work closely with all Government staff agencies to ensure high fleet maintenance standards or reliability and the safety and unit availability.

Accomplishments

- Significantly increased the availability of fleet and eliminated unnecessary vehicle downtime.
- Eliminated costly parts requisition and initiated a comprehensive PM program
- Participates in equipment specifications for all departments





#5: Cincinnati, OH (Government)

Contracting Organization	City of Cincinnati, OH	
Contact Name	Ruth Alfson – Fleet Manager	
Contact Address	1106 Bates Ave, Cincinnati, OH 45225	
Contact Phone	513-352-5455	
Contact E-Mail	ruth.alfson@cincinnati-oh.gov	
Type of Services	Parts Management	
Period of Performance	Since 2021	
Annual Contract Cost	\$6.3 Million	

Background

- The City previously operated its own vehicle and equipment maintenance facilities. NAPA ran the parts inventory in City-owned facilities prior to VFM.
- VFM manages parts at the central maintenance facility and eight satellite maintenance facilities to support diverse Citywide Fleet of 2,500 vehicles and 1,300 units of small equipment.

Scope of Services

- Furnish all parts, materials, supplied, tires, and fluids (except fuel) required for operation and maintenance of all City vehicles and equipment.
- VFM will identify, establish quality and availability standards, place, process, and track all orders with the various parts vendors, and process payment to the vendors for products purchased for use on the City's fleet.

Accomplishments

- Reduce overhead Costs
- VFM has major suppliers preposition fast moving parts in the shops for use.
- VFM has distributor representative's onsite at Main garage to support our program and provide realtime point to point parts priority from warehouses.
- VFM has numerous national direct OEM partnerships, which will ensure the City benefits from our program.





6.0 Compliance with the County's Insurance Requirements

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RODU		ns it	une		CONTACT Certifica				
AcG	riff Insurance Services				PHONE (A/C, No, Ext): 704 95		FAX (A/C, No	0	
777	Sharon Rd., 4th Floor				E-MAIL ADDRESS: NCCerti			<u> </u>	
Char	lotte, NC 28210			1	ADDRESS: INCCORD			- 5	
04 9	954-3000			1	INSURER A : Traveler		FORDING COVERAGE	- 0	25666
NSUR	ED.				INSURER B : Traveler				25674
	Vector Fleet Management,	LLC			INSURER C : Traveler			- 8	19038
	9300 Harris Corners Parkv	vay S	Suite	250	INSURER D : Tokio M.			- 6	23850
	Charlotte, NC 28269			3 5		s Indemnity C		- 3	25658
				2E	MOUNEN E.			- 18	
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ISR TR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	1	
A	X COMMERCIAL GENERAL LIABILITY	X	X	Y6308K459064TIA21	05/31/2021	05/31/2022	EACH OCCURRENCE	\$1,00	10.7
1	CLAIMS-MADE X OCCUR					3	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300 <u>,</u>	
8	<u> </u>					8	MED EXP (Any one person)	\$5,00	95.1
3	 					8	PERSONAL & ADV INJURY	\$1,00	
3	SEN'L AGGREGATE LIMIT APPLIES PER:					,	GENERAL AGGREGATE	\$2,00	A 31.5% 2.67
	POLICY X JECT LOC						PRODUCTS - COMP/OP AGG	\$2,00	0,000
- 2	OTHER:					2	COMBINED OING ELIMIT	5	272707e 1
E /	AUTOMOBILE LIABILITY	X	X	810-8R036672-21	05/31/2021	05/31/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,00	0,000
3	X ANY AUTO OWNED SCHEDULED					1	BODILY INJURY (Per person)	5	
3	AUTOS ONLY AUTOS					9	BODILY INJURY (Per accident	5	
	HIRED AUTOS ONLY AUTOS ONLY					,	PROPERTY DAMAGE (Per accident)	\$	
	X Hired Auto X Non-Owned						Control Control Control	5	
В	UMBRELLA LIAB OCCUR	X	X	CUP9R7771712114	05/31/2021	05/31/2022	EACH OCCURRENCE	\$15,0	00,000
8	EXCESS LIAB CLAIMS-MADE					2	AGGREGATE	\$15,0	00,000
- 30	DED X RETENTION \$25,000	- 2				9	Inch I lan	\$	
- A	VORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	UB8K3357132114G	05/31/2021	05/31/2022	X PER OTH		
â	NY PROPRIETORIPARTNER/EXECUTIVE Y	N/A					E.L. EACH ACCIDENT	\$1,00	
4	Mandatory In NH)						E.L. DISEASE - EA EMPLOYE		
$\overline{}$	yes, describe under ESCRIPTION OF OPERATIONS below			2	- K	1	E.L. DISEASE - POLICY LIMIT		0,000
7.5	Pollution Policy	X	X	PPK2281263	05/31/2021	05/31/2022	\$1,000,000 Incident		
100	Premises and						\$1,000,000 Aggrega		
_	Contracted Ops						\$50,000 Deductible	Si .	
	ect; RFP for Fleet Management				e, may be attached if m	ore space is requ	ulred)		
Nort	kers' Compensation applies for	thic	cont	ificate as stated in the -	oliev under Car	tione 2A	od 3C but		
	rdless does not apply in the mo					tions on an	id 3C but		
	uded LLC Members not active in					oenell II			
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uu	ii K. Gosileii								
CERT	TIFICATE HOLDER				CANCELLATION				
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	Rowan County						ESCRIBED POLICIES BE C EREOF. NOTICE WILL		
	130 West Innes						LICY PROVISIONS.		
	Salisbury, NC 28144				. Concessor of the Market Concessor (1999)	- market and an experience			
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6.1 Compliance with Federal Contracting Standards

VFM acknowledges and agrees to meet the federal contracting standards as outlined in in Appendix F.





Proposal

2021

Proposal for Fleet Management and Maintenance Services RFP# 2022-006

Cost Proposal Part II

ORIGINAL



Vector Fleet Management, LLC
9300 Harris Corners Parkway
Suite 350
Charlotte, NC 28269
Aubrey Felton
Executive Vice President
PH: (704) 597-2262
www.vectorfleet.com
10/18/2021

APPENDIX D COST PROPOSAL FORMS

TARGET COST PROPOSAL

		Vendor: Vec	tor Fleet Manage	men	t		
		3114611	Year One		Year Two	Year Three	3 Yr Total
Wages and Salaries							
wages and Galanes	Management and Administr	ative \$	75,715	\$	77,608	\$ 79,548	\$ 232,870
	Mechanics	\$	140,613	\$	144,129	\$ 147,732	\$ 432,473
	Parts Personnel	\$	-	\$	-	\$ -	\$ -
	Other Personnel	\$	-	\$	-	\$ -	\$ -
	Subtotal `	\$	216,328	\$	221,736	\$ 227,280	\$ 665,344
Fringe Benefits							
	Management and Administr	ative \$	32,449	\$	33,260	\$ 34,092	\$ 99,802
	Mechanics	\$	60,263	\$	61,769	\$ 63,314	\$ 185,346
	Parts Personnel	\$	-	\$	-	\$ -	\$ -
	Other Personnel	\$	-	\$	-	\$ -	\$ -
	Subtotal	\$	92,712	\$	95,030	\$ 97,406	\$ 285,147
Parts& Supplies		\$	242,000	\$	248,050	\$ 254,251	\$ 744,301
Subcontractor Services		\$	40,000	\$	41,000	\$ 42,025	\$ 123,025
Overhead		\$	78,055	\$	80,006	\$ 82,007	\$ 240,068
Corp.& Admin. Fees		\$	54,251	\$	55,607	\$ 56,997	\$ 166,856
Total T	arget Cost	\$	723,345.92	\$	741,429.56	\$ 759,965.30	\$ 2,224,740.78

Notes:

- Provide detail for each cost element on a separate page, as required.
- Explain changes from year-to-year on a separate page, as required.
- Provide number or personnel in each staffing category for wages, salaries and fringe benefits

Management and Administrative Mechanics Parts Personnel

NON TARGET COST PROPOSAL Total Target Cost for Year 1

Number of mechanics (does not have to be a whole number) Expected annual direct labor hours per mechanic (for example, 1500)

Total labor hours

% of business activity expected to be associated with shop labor (i.e. not parts, fuel, or subcontractors)

Annual associated cost (% x target budget)

Other Personnel

Regular time labor rate
% of business activity expected to be associated with parts management

Annual associated cost (% x target budget)

Estimated annual parts cost (based on target budget, VEUs and contractor experience)

Estimated markup on parts

% of business activity expected to be associated with management of subcontracted services

Annual associated cost (% x target budget)

Estimated annual cost of subcontractor services (based on target budget, VEUs and contractor experience)

Estimated markup on subcontracted services

% of business activity expected to be associated with fuel management services

Annual associated cost (% x target budget)

Estimated annual fuel cost (based on County's 2022 budget)

Estimated markup on fuel services

% of business activity expected to be associated with fleet management services

Annual associated cost (% x target budget)
Total VEUs (from Fleet List tab)

Item Description

Estimated annual fleet management fee per VEU

	\$723,346		
	2.5		
	1750		
	4375	calculation	
	45%		
	\$325,506	calculation	
	\$74.40	calculation	See Proposal narrative
	25%		
	\$180,836	calculation	
	\$242,000		Regular Time Labor Rate: VFM used the County
	10.0%	calculation	included formulas, however we propose a Regular
	12%		Labor Rate of \$49/hour to used for any Non-Target labor cost to County.
	\$86,802	calculation	labor cost to county.
r	\$68,000		Estimated mark-up on Fuel Services: VFM used the County included calculations, however
	5%	calculation	· · · · · · · · · · · · · · · · · · ·
	3%		we Propose NO mark-up to County for Fuel Services
	\$18,084	calculation	
	\$1,727,197		
	1.0%	calculation	See Proposal narrative
	15%		
	\$108,502	calculation	
	1154.00		
	\$94.02	calculation	
	100%	calculation (check	of %s)

TRANSITION COST PROPOSAL

Staff training/payroll prior to contract start

Corporate travel for shop set-up/training

\$10,500.00 \$2,000.00 \$4,750.00

Total \$17,250.00

Vector Proposal for Vehicle Equivilant Unit Cost, per RFP Section XIII; Mii

\$626.82



1. Provide detail for each cost element on a separate page, as required.

Wages and Salaries

The Wages and Salaries Amount specified on the Bid Cost Breakdown includes all management, clerks and technician labor. Labor costs includes all wages, salaries and payroll taxes for all labor classifications provided.

Fringe Benefits

Fringe benefits are our included cost to provide health care, 401k savings, insurance and other ancillary benefits to each employee. We have provided a breakdown of our fringe benefits on following pages.

Parts and Supplies

Our annual fixed Target cost includes all repair parts and materials (excluding applicable sales taxes), bulk fluids (excluding fuel), lubricants, batteries, freight charges on parts, unserviceable cores, and warranty credits.

Subcontractor Services

Subcontracted service costs are the cost for both parts and labor performed by outside subcontractors for such repairs as engine/ transmission rebuilding, radiator repair, or glass repairs, etc. which are not considered capital improvement or directed work.

Overhead

These costs include miscellaneous direct expenses that are incurred in the normal day-to-day operation of the maintenance facility and in the administration of the contract. Expenses included, but not limited to; • Safety/environmental supplies • Training certifications • Garage Insurance • Waste disposal • Uniforms and cleaning • Bonding Costs • Equipment maintenance • Postage and office supplies • Employee drug testing and background checks • Employee recruitment • Janitorial Services • Office Supplies

Corporate Administration and Fee's

This cost includes our corporate support staff and departmental cost, as well as our fee for managing this contract.

Transition Cost

Cost to transform a largely idle fleet maintenance shop into an active, productive and safe fleet maintenance center.

2. Explain changes from year-to-year on a separate page, as required.

Vector Fleet Management took the average percentage of increase/decrease of CPIU for last 24 months. We used these historical averages as an adjustment for years 2 and 3.



3. VFM Benefits

August 1, 2020 – July 31, 2021 Benefits Summary Sheet – Non-Exempt Employee's

<u>Vacation</u> – Employees will earn paid leave on an accrual basis. For each payroll period worked, hours will be accrued based on years of service.

Holidays - Seven (7) paid holidays per year for full-time employees.

Group Insurance – Group insurance benefits are eligible for full time employees only. Effective date of coverage for company insurance benefits are the (1st) day of the month after your hire date.

<u>Life and AD&D Insurance</u> – <u>Company paid</u> life insurance is base salary up to a maximum of \$100,000. AD&D is double indemnity of base salary.

Increased and Dependent Life Insurance – Voluntary after tax deduction for employee increased life insurance benefits and dependent life insurance. Your contribution is dependent upon how much life insurance you select as well as your age.

Short Term Disability – Voluntary after tax deduction for the weekly benefit amount of 60% of your gross weekly earnings up to \$1,000, whichever is less. 24 weeks maximum.

Medical Insurance - Two medical plans offered through UMR.

Pharmacy - OptumRx

High Deductible Health Plan with Health Savings Account (HSA) Option - \$3,000 / 10% after deductible. Preventative Services are covered 100%. Certain preventative medications on OptumRx's Preventative Prescription Drug List are at no cost. All other covered medical services and prescription medications are subject to the plan year deductible. Once the plan year deductible has been satisfied, there are copayments for office visits \$35, specialist visits \$70, urgent care visits \$75, and emergency room visits are 10% after deductible. The plan will cover 90% for covered services and prescription medications are covered at 100% after the deductible is met.

Health Savings Account (HSA) Contributions – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

Copay Plan with Flexible Spending Account (FSA) Option - \$2,500 / 20% after deductible. Preventative Services are covered 100%. Primary office visits \$20 copay, specialist visits \$75 copay (8 visits limit), urgent care visits \$40 copay, and emergency room visits 20% after deductible. The plan will cover 80% for covered services after the deductible is met. Prescription coverage for Retail Copays Tier 1 \$10, Tier 2 \$40, and Tier 3 \$80. Specialty Copays \$200.

Flexible Spending Account (FSA) Contributions – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

<u>Dental Insurance</u> – This plan is through MetLife, the dental plan gives you freedom of choice of a dentist and includes coverage of routine check-ups as well as major dental procedures and limited coverage for orthodontia.

<u>Vision Insurance</u> – This plan is through MetLife. In-network, benefits covered in full after applicable co-pay. This includes yearly comprehensive exam, eyeglasses or contact lenses in lieu of eyeglasses. Co pays for in-network services are; exam – \$10, materials - \$25.

401(k) Retirement Savings Plan – After six (6) months of full time service you are automatically enrolled in the 401(k) Plan at a deferral rate of 4% earnings, unless you decline enrollment. Plus you will receive a company match of 50% on the first 5% you save.

*Fee Reimbursement – The Company will reimburse ASE testing fees for certifications in a related field; and CDL fees, including required physical if the Vector site requires a CDL.

August 1, 2020 – July 31, 2021 Benefits Summary Sheet – Non-Exempt Employee's

*Employee Referral Compensation – The Company will pay \$500 after referred full time employee completes 90 days of service with the Company.

*Uniform Service – Company furnished uniform service. *Technicians Only

The above is only a summary of the benefits offered. The plan documents provide the details of each benefit.



VFM Benefits Cont'd

August 1, 2020 – July 31, 2021 Benefits Summary Sheet – Exempt Employee's

<u>Vacation</u> – Employees will earn paid leave on an accrual basis. For each payroll period worked, hours will be accrued based on years of service.

Holidays - Seven (7) paid holidays per year for full-time employees.

Group Insurance – Group insurance benefits are eligible for full time employees only. Effective date of coverage for company insurance benefits are the (1st) day of the month after your hire date.

Life and AD&D Insurance — Company paid life insurance is base salary up to a maximum \$100,000. AD&D is double indemnity of base salary.

Increased and Dependent Life Insurance – Voluntary after tax deduction for employee increased life insurance benefits and dependent life insurance. Your contribution is dependent upon how much life insurance you select as well as your age.

Short Term Disability – Company paid short term disability. The maximum benefit amount is 70% of your gross weekly earnings up to \$3,000, whichever is less, 24 weeks maximum.

<u>Long Term Disability – Company paid</u> long term disability. The long term disability benefit amount is 66.67% of your pre-disability monthly earnings. The maximum monthly benefit is \$7.500.

Medical Insurance - Two medical plans offered through UMR.

Pharmacy - OptumRx

High Deductible Health Plan with Health Savings Account (HSA) Option - \$3,000 / 10% after deductible. Preventative Services are covered 100%. Certain preventative medications on OptumRx's Preventative Prescription Drug List are at no cost. All other covered medical services and prescription medications are subject to the plan year deductible. Once the plan year deductible has been satisfied, there are copayments for office visits \$35, specialist visits \$70, urgent care visits \$75, and emergency room visits are10% after deductible. The plan will cover 90% for covered services and prescription medications are covered at 100% after the deductible is met.

<u>Health Savings Account (HSA) Contributions</u> – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

Copay Plan with Flexible Spending Account (FSA) Option - \$2,500 / 20% after deductible. Preventative Services are covered 100%. Primary office visits \$20 copay, specialist visits \$75 copay (8 visits limit), urgent care visits \$40 copay, and emergency room visits 20% after deductible. The plan will cover 80% for covered services after the deductible is met. Prescription coverage for Retail Copays Tier 1 \$10, Tier 2 \$40, and Tier 3 \$80. Specialty Copays \$200.

Flexible Spending Account (FSA) Contributions – Contributions are made on a pre-tax basis through payroll and used to help pay for qualified health care related expenses.

<u>Dental Insurance</u> – This plan is through MetLife, the dental plan gives you freedom of choice of a dentist and includes coverage of routine check-ups as well as major dental procedures and limited coverage for orthodontia.

<u>Vision Insurance</u> – This plan is through MetLife. In-network, benefits covered in full after applicable co-pay. This includes yearly comprehensive exam, eyeglasses or contact lenses in lieu of eyeglasses. Co pays for in-network services are; exam – \$10, materials - \$25.

401(k) Retirement Savings Plan – After six (6) months of full time service you are automatically enrolled in the 401(k) Plan at a deferral rate of 4% earnings, unless you decline enrollment. Plus you will receive a company match of 50% on the first 5% you save. No waiting period for rollovers.

The above is only a summary of the benefits offered. The plan documents provide the details of each benefit.

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: September 15, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006, and is hereby made part of the service request document to the same extent as though it were originally included therein.

Title Page

Preproposal Conference: Thursday September 23, 2021

Time: 1:00PM

Location: 425 Airport Road, Salisbury, NC 28147

Web meeting link: Join Zoom Meeting

https://rowancountync.zoom.us/j/99450364159?pwd=aG1DS1E4RFozQmN6Q29nTUJ0e

ktoQT09

Meeting ID: 994 5036 4159

Password: 674263

Phone dial in link: Dial by your location

+1 720 928 9299 US (Denver)

+1 213 338 8477 US (Los Angeles)

+1 602 753 0140 US (Phoenix)

Meeting ID: 994 5036 4159

Password: 674263

following the conference, a tour of the shop will be conducted

Page 2, Section I

1) **DEADLINE FOR SUBMISSION**: 1 P.M. Thursday, October 21, 2021

Page 35, Appendix A

Posted on County website https://www.rowancountync.gov/675/Purchasing See Attachment A and D

Page 38, Appendix D

Posted on County website https://www.rowancountync.gov/675/Purchasing See Attachment A and D

To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: September 30, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

Q1. Page 3- Purpose of Solicitation

- A. iii. Question regarding the RFP budget of \$383,000. Confirming that this is the amount that was budgeted for 2022 spend; however, this spend was determined prior to undertaking this initiative. The entire 2022 budget will cover the cost of vehicle maintenance & repair including the cost of management and technicians and any admin required as a result of the requirements documented within the RFP.
- A1. The \$383,000 is the amount in the current FY22 Budget for spend on vehicles. The services requested in this RFP are not currently part of the FY22 Budget. A Budget amendment will need to be done once the amount of this contract is determined.
- Q2. Page 4- Tooling- What existing tooling/equipment will be made available to the contractor to use from existing shop if any?
- A2. Refer to the list provided in the RFP and the video.
- Q3. Page 5 Contract Period-Commencement of Operations- Is there any flexibility in the time requirement of the 60 days?
- A3. The County prefers that the selected contractor start operations within 60 days. However, firms are free to propose alternatives that are supported by a business case narrative.
- Q4. Page 9- EVT Certification- According to www.evtcc.org/faq, "EVT exams are offered at "Nationwide" test sites only twice a year, in June and October.", Just a call out that this will require a grace period depending upon start date, is this accurate?
- A4. The County prefers that the selected contractor provide technicians that are EVT certified at the outset of operations. However, firms are free to propose alternatives that are supported by a business case narrative.

- Q5. Page 10- Other Inspections-Crane and Aerial Inspections- Does the County currently have specific inspection criteria and/or possess testing equipment for these inspections?
- A5. This requirement can be deleted as the County does not have cranes or aerial devices.
- Q6. Page 12- Tire Purchasing-Are there currently any tire purchasing programs in place that the contractor will have to either assume or participate in?
- A6. No
- Q7. Page 14- New Vehicle Acceptance-Does the County have specific vendors that should be utilized by contractor for installation of radios, computer equipment, etc.?
- A7. The County does work with several vendors for radio installation and computer equipment. This process is typically done at the time of purchase for public safety vehicles. The City of Salisbury radio shop typically performs most installations at their facility.
- Q8. Page 15- Inclement Weather Support-To what extent of support is expected during the "weather events" and is the support within the scope of maintenance and repair?
- A8. The contractor must provide full support for fleet maintenance during weather events. This will be a target service unless support is provided after normal business hours.
- Q9. Page 16- Part and Inventory Mgmt. (Procurement)-Are there any existing purchasing programs that contractor will be required to utilize on behalf of the County? Does the County have any parts inventory?
- A9. The County does not have any existing purchasing programs or contracts in place. There is no parts inventory.
- Q10. Page 17- Title and Registration- What is the average annual quantity of new vehicles during the past (5) years that have required title and registration?
- A10. Please refer to the provided vehicle inventory for a list of vehicles by model year.
- Q11. Page 27- Daily and Monthly Reports-Are you willing to look at proposals that are not based in a transactional model?
- A11. The County is open to reporting alternatives that are supported by a business case narrative.
- Q12. General: Vehicle Document-Should vehicles marked as out of service be included in the fleet count?
- A12. Yes

- Q13. Fleet List Can you provide the serial numbers/VINs for each of the units listed in the RFP?
- A13. This information is not available.
- Q14. Fleet List What type of body is mounted on the rear of 9435 Freightliner (RCSO)?
- A14. It is a storage/utility box. At one time it was used at the airport as a water tank. Box shows Reading Body Works, Inc Model # SPM60-HD132AW Serial 252093
- Q15. Fleet List What type of body is mounted on the rear of trucks belonging to Environmental Management (Landfill/Recycling):
- A15. 222 1990 Peterbilt Water Tank Truck
 - 9930 1996 Mack DM6905 Roll off
 - 9927 1999 International 4700 Flat Dump Bed
 - 735 2002 Freightliner Road Tractor (water tanker)
 - 1116 2005 Mack Granite Dumb Truck
 - 1213 2012 Mack Granite Roll Off
 - 1326 2013 Ford F550 Service Body Truck
 - 1327 2013 Ford F650 Flat Dump Bed
 - Not issued 2021 Mack Granite Roll off
 - The County does employee one heavy equipment mechanic and plans to keep servicing the Environmental Management heavy equipment in house.
 - Environmental Management would like for tag and title to be handled by the contracted vendor.
- Q16. Fleet List what type of body is mounted on the rear of trucks and vans belonging to Emergency Services, are they ambulances?
- A16. 1418-Taylor Made Ambulance
 - 1419-Taylor Made Ambulance
 - 1528-Medix Ambulance
 - 1529-Medix Ambulance
 - 1623-Medix Ambulance
 - 1624-Medix Ambulance
 - 1717-Medix Ambulance
 - 1718-Medix Ambulance
 - 1719-Medix Ambulance
 - 1817-Medix Ambulance
 - 1818-Medix Ambulance
 - 1924-Medix Ambulance
 - 1925-Medix Ambulance
 - 2020-Medix Ambulance
 - 2021-Medix Ambulance

- Q17. Fleet List Are 0204 and 0422 belonging to Emergency Services, Hazmat Bodied Trucks?
- A17. 0204-Pierce walk in rescue body 0422-Pick up body with camper shell
- Q18. Fleet List are the following units belonging to Transit department, cutaway buses or regular passenger vans?
- A18. 49112-Cutaway 50292-Cutaway 37104-Para-Transit Van 1802-Para-Transit Van 1904-Cutaway
- Q19. Can the main drive through be used for performing repairs during off-hours (after 5 PM or weekends)?
- A19. The Drive thru can be used with proper authorization. The building locks down after 5PM on M-F operation. Weekends and Holidays are locked down 24 hours.
- Q20. Since the roll-off trucks will not fit in the 2-bay shop area provided, is there any shop area available for use for maintenance of these units at the landfill?
- A20. No, the County does employee one heavy equipment mechanic and plans to keep servicing the Environmental Management heavy equipment in house. Environmental Management would like for tag and title to be handled by the contracted vendor.
- Q21. II. PURPOSE OF SOLICITATION Section b) Overview Of Fleet Operations In The County, #iii---What is the total project budget including staffing, equipment, repairs, maintenance, etc.? Does the \$383K only cover Repair & Maintenance, not staffing, etc?
- A21. See the A1
- Q22. TARGET SERVICES, VIII VEHICLE MAINTENANCE AND REPAIR, I) Welding and Fabrication---Will the County be proving the welding equipment, or should contractor include the costs in their proposal, as this service is required by the RFP?
- A22. The County will not provide any welding equipment. Firms may elect to outsource these services or include equipment in their transition cost proposal.
- Q23. TARGET SERVICES, VIII VEHICLE MAINTENANCE AND REPAIR, f) Tire Services---Will the County be proving the tire equipment, or should contractor include the costs in their proposal as this service is required by the RFP?
- A23. The County will not provide any tire equipment. Firms may elect to outsource these services or include equipment in their transition cost proposal.

- Q24. Should the contractor plan to provide all diagnostic equipment?
- A24. The list of equipment the County will provide is included in the RFP appendix. Firms should list any additional equipment in their transition cost proposal.
- Q25. Is there a bid or performance bond with this contract?
- A25. A bid or performance bond is **not** required.
- Q26. Attachment A Fleet List and VEUs- Are designated "out of service" and "spare" vehicle assets of County to be excluded from VEU calculations?
- A26. See A12.
- Q27. Attachment A Fleet List and VEUs- Could you provide a description of all the vehicle models. For example, Emergency Services has Ford E450 trucks. Are these ambulances or Brush trucks? If ambulances, what body OEM? Etc.
- A27. See A14-17.
- Q28. May we have a list of all the fleet maintenance vendors attending the pre-bid meeting?
- A28. First Vehicle Services, Shenandoah Valley Fleet Maintenance and Management, Transervice, and Vector Fleet Management
- Q29. Do patrol vehicles have individual drivers or does Rowan County slip seat?
- A29. The majority of the Sheriff vehicles have individual drivers.
- Q30. Do we have a separate parts room?
- A30. There is not current parts room space. This is a large warehouse so an area could be designated for parts. The office space is large enough to store sufficient parts. When operating repairs to fleet maintenance in the past, it was large enough with shelve racks and office staff. If not large enough, there may be suitable space available, but not secured.
- Q31. What is the size of the office space?
- A31. 18' \times 15.5' = 279 square feet
- Q32. Will the breakroom be shared?
- A32. Yes, the breakroom will be shared space with our facilities staff. They are out in the field most of the day.
- Q33. Is the shop wired for internet?
- A33. Yes, the current office space has both wired and Wi-Fi available.
- Q34. Would it be possible to get a copy of the shop video to share with my colleagues preparing our proposal?
- A34. The video is available at: https://vimeo.com/611977964/596c422112



To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: October 4, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

- Q1. In reference to Addendum # 2, Q20 Environmental Management trucks; the answer you provided was that the County does employee one heavy equipment mechanic in house. Does that mean that mechanic will also service the units addressed in Q15? Or will the Contractor maintain these units and should include them in their bid?
- A1. As stated in Q15 of Addendum 2, the county does plan to continue to maintain and service the heavy equipment in the Environmental Management Department. The County would like for the contract to handle the tag and title for the listed equipment.
- Q2. The County would like for the contract to handle the tag and title for the listed equipment in Q15, <u>and do repair work for these trucks</u>, just not the off-road equipment. Correct?
- A2. The contract will only handle tag and title. No other work for the items listed in Addendum 2 A15 will be handled by the contract.
- Q3. Addendum 2 A15, indicates the County will retain a mechanic for Environmental Management and this mechanic maintains the aforementioned 9 vehicles/equipment. Is this employee in a Union? If yes, which Union and is the Union the same as other County employees?
- A3. No, this employee is not part of a Union.



To: All Proposers

From: Anna Bumgarner | Director of Purchasing/Contract Administration

Date: October 15, 2021

Subject: Fleet Management and Maintenance Services RFP # 2022-006

This addendum issued for the purpose of amending the requirements of Fleet Management and Maintenance Services RFP # 2022-006 and is hereby made part of the service request document to the same extent as though it were originally included therein.

Q1. Section VI. c) Cost Adjustment for Changes in Fleet Size. The example provided has an error. It states that:

"If the size of the County's fleet were then to increase by five (5) vehicles that had a total vehicle equivalent numerical value of 15 during the third month of contract operations, then the contractor could apply for an increase to its Target Budget of \$1,500 per month beginning in month four (4) of contract operations."

A1. It should be ...an increase to its Target Budget of \$1,250 per month....

X / 1 Fabr 10/19/21



Rowan County Purchasing Department

130 West Innes Street, Salisbury, NC 28144-4326

www.rowancountync.gov Telephone 704-216-8100 Fax 704-216-8110

November 30, 2021

Aubrey Felton 9300 Harris Corners Parkway, Suite 350 Charlotte, NC 28269 afelton@vectorfleet.com

Subject: Rowan County Fleet Management and Maintenance Services

Mr. Felton:

The County of Rowan has evaluated the proposal that Vector submitted in response to RFP Number 2022-06. It is my pleasure to inform you that, after a preliminary evaluation of your proposal, we have selected Vector to provide a "Best and Final Offer"

We invite you to submit a Best and Final Offer ("BAFO") to Rowan County. We request that you address the following specific items in your BAFO:

1) Removing all the transit vehicles (The county has decided to service these Transit vehicles in their current method. Inhouse) this would be a total of 28 vehicles listed below.

15670	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
15671	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
15672	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
15673	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
1801	2018	Ford	Transit (lift)	Transit	Various RTS Drivers
1802	2018	Ford	Transit	Transit	Various RTS Drivers
1803	2018	Ford	Transit (lift)	Transit	Various RTS Drivers
1804	2018	Ford	Transit (lift)	Transit	Various RTS Drivers
1805	2018	Ford	E350 (lift)	Transit	Various RTS Drivers
1901	2019	Ford	Transit (lift)	Transit	Various RTS Drivers
1902	2019	Ford	Transit (lift)	Transit	Various RTS Drivers
1903	2019	Ford	E350 (lift)	Transit	Various RTS Drivers
1904	2019	Ford	E350	Transit	Various RTS Drivers
1905	2019	Ford	F550 (lift)	Transit	Various RTS Drivers
1906	2019	Ford	F550 (lift)	Transit	Various RTS Drivers
23745	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
23746	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
27345	2016	Ford	E350 (lift)	Transit	Various RTS Drivers
27346	2016	Ford	E350 (lift)	Transit	Various RTS Drivers
37104	2017	Ford	Transit	Transit	Various RTS Drivers
38665	2014	Ford	E350 (lift)	Transit	Various RTS Drivers
49112	2016	Ford	E350	Transit	Various RTS Drivers
50260	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50261	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50262	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50263	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50264	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50292	2016	Ford	E350	Transit	Various RTS Drivers

- 2) Reevaluate your staffing. The County believes you may be able to reduce your staff by one position
- 3) Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high.
- 4) How did removing Transit Vehicles effect 2 and 3?

This letter is only an invitation to participate further in the RFP process; it does not convey or imply anything more. This letter is not intended to be a binding commitment to contract, nor will Rowan County be obligated in any manner until a formal written contract has been executed by all necessary County officials. Accordingly, all activities in furtherance of this process, including your compliance with the conditions set forth in this letter, are considered to be at your sole cost and risk.

Sincerely

Anna Bumgarner

Director of Purchasing/Contract Administration

Rowan County



Proposal

2021

Proposal for Fleet Management and Maintenance Services RFP# 2022-006

Best and Final Offer (BAFO)



Vector Fleet Management, LLC
9300 Harris Corners Parkway
Suite 350
Charlotte, NC 28269
Aubrey Felton
Executive Vice President
PH: (704) 597-2262
www.vectorfleet.com
12/6/2021



December 03, 2021

Rowan County Purchasing Department Attn: Anna Bumgarner – Director of Purchasing 130 West Innes Street Salisbury, NC 28144-4326

PH: 704-216-8100

Vector Fleet Management, LLC Aubrey Felton – Executive Vice President 9300 Harris Corners Parkway, Suite 350 Charlotte, NC 28269 PH: 704-597-2262

Ms. Bumgarner,

Vector Fleet Management would like to thank Rowan County for giving us the opportunity to answer any questions and address the following specific items for the best and final offer (BAFO).

- 1. Removing all the transit vehicles (The County has decided to service these Transit vehicles in their current method. In-house) this would be a total of 28 vehicles listed below.
- 2. Reevaluate your staffing. The County believes you may be able to reduce your staff by one position
- 3. Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high.
- 4. How did removing Transit Vehicles effect 2 and 3?

We hope that you will find it complete and that it adequately addresses all your questions as follows.

Sincerely,

Aubrey Felton

Executive Vice President

Vector Fleet Management, LLC



Best and Final Offer

Why Vector Fleet Management is the ideal team to Support Rowan County:

VFM is a privately held American owned company with over 34 years of background and experience in Government and Private fleet maintenance contract management and oversight. Being a privately owned company, we have never lost sight of our employees who contribute to our success in fulfilment of our fleet maintenance contracts.

At Vector Fleet Management we believe and practice these core beliefs for our employees every day:

- We invest in each employee's development through our Vector Technical Institute Training School
- We feel that every employee that wishes to better themselves deserves our full support
- We empower our employees to be their Clients voice and advocate in support of the contract and any circumstances that may arise
- We provide full HR, administrative and support to ensure our employees are able to work at their best
- We value Safety in all our clients garages, and have an unmatched safety record with minimum "lost work time" for each of our clients
- We provide the tools and equipment to complete each job, each task, safely and efficiently
- We respect and value the opinion and input each employee has, especially those working on-site on behalf of our clients
- Nearly all of our Directors and Executive Management Staff hold multiple ASE Certifications. We are maintenance driven.

After 34 years, Vector Fleet Management knows who our Clients rely upon, it is the on-site employees and support staff to execute daily, 100% fulfilment of our word.

"Down the Road" in Charlotte, Rowan County can expect full support and commitment from our Corporate Management Team that will support rowan County and our on-site employees:

- A specific understanding of the administrative, technical, financial, and managerial requirements;
- The relevant experience, organic expertise, and full complement of resources to perform the scope of work:
- A documented history of capital improvement projects for our clients;
- A reputation for sustained customer satisfaction and the ability to offer services at a price that represents the "best possible value" to your constituents;
- A systematic and proven, process-product approach to fleet maintenance;
- A team that understands that systematic improvement is an evolutionary process that fosters and rewards innovation.
- Respect for Rowan County's mission and a genuine desire to contribute to it;
- A well-established firm with sound business acumen and a solid financial posture;
- An attitude of stewardship for the facilities and work entrusted to us;
- A similarity in philosophy/ideology between Rowan County and the "VECTOR FLEETTEAM" regarding optimum customer provider relationships.

VFM is neither currently being marketed for acquisition, nor in negotiation for divestiture, thereby assuring you that we will be in business, as Vector Fleet Management, for the duration of this contract. Moreover, VFM has retained all government contracts since inception, clearly demonstrating our superior difference when compared to other fleet maintenance companies.

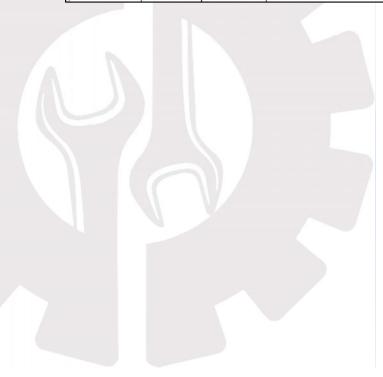
Our Management team has extensive experience with government operations and associated fleet maintenance requirements. We know the pain points which can crop up for an operation like Rowan County and are prepared to exceed the management requirements to mitigate and eliminate such areas.



In summary, VFM is committed to providing the highest quality service, on time and at a realistic price. We have the qualifications, processes, structure, tools, staffing, and management insight to fulfill this pledge.

1) Removing all the transit vehicles (The County has decided to service these Transit vehicles in their current method In-house) this would be a total of 28 vehicles listed below:

15670	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
15671	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
15672	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
15673	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
1801	2018	Ford	Transit (lift)	Transit	Various RTS Drivers
1802	2018	Ford	Transit	Transit	Various RTS Drivers
1803	2018	Ford	Transit (lift)	Transit	Various RTS Drivers
1804	2018	Ford	Transit (lift)	Transit	Various RTS Drivers
1805	2018	Ford	E350 (lift)	Transit	Various RTS Drivers
1901	2019	Ford	Transit (lift)	Transit	Various RTS Drivers
1902	2019	Ford	Transit (lift)	Transit	Various RTS Drivers
1903	2019	Ford	E350 (lift)	Transit	Various RTS Drivers
1904	2019	Ford	E350	Transit	Various RTS Drivers
1905	2019	Ford	F550 (lift)	Transit	Various RTS Drivers
1906	2019	Ford	F550 (lift)	Transit	Various RTS Drivers
23745	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
23746	2015	Ford	E350 (lift)	Transit	Various RTS Drivers
27345	2016	Ford	E350 (lift)	Transit	Various RTS Drivers
27346	2016	Ford	E350 (lift)	Transit	Various RTS Drivers
37104	2017	Ford	Transit	Transit	Various RTS Drivers
38665	2014	Ford	E350 (lift)	Transit	Various RTS Drivers
49112	2016	Ford	E350	Transit	Various RTS Drivers
50260	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50261	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50262	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50263	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50264	2017	Ford	Transit (lift)	Transit	Various RTS Drivers
50292	2016	Ford	E350	Transit	Various RTS Drivers





2) Reevaluate your staffing. The County believes you may be able to reduce your staff by one position:

Answer- VFM's original proposal included 2.5 technicians, 1 Site Manager and a full-time clerk/admin. We reduced our staffing to a Part-Time Clerk/Admin. We feel this is the correct Technician Staffing Level, 2.5 technicians. We are also responsible for transporting vehicles to subcontractors, which require staff. We cannot safely manage the contract with less staffing.

Position	Number of Employees
Site Manager	1
Part-Time Clerk/Admin	.5
Full-time Mechanics (1 – EVT Certified)	2
Part-time Mechanic	.5
Total Employees	4.0









3) Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high:

Answer- Aside from reduction to a part-time clerk/admin, we are also able to remove parts from transit vehicles no longer being in scope.

Vector Fleet Management lowered the annual cost by the following:

- Year 1- Reduced by (\$61,005.91)
- Year 2- Reduced by (\$62,531.05)
- Year 3-Reduced by (\$64,094.32)
- 3-Year Total Reduction- (\$187,631.28)
- Parts Cost Reduced by (\$34,424)
- Reduced Parts Markup (1.5%)
- Total VEU Count Reduced by (466.8)

Reduction of our Non-Target parts mark-up from our proposed amount of 10% to 8.5%.

APPENDIX D COST PROPOSAL FORMS								
TARGET COST PROPOSAL								
Vendor: Vector Fleet Management								
			Year One		Year Two	Year Three		3 Yr Total
Wages and Salaries								
Management and Administrative		\$	70,351	\$	72,109	\$ 73,912	\$	216,372
Mechanics		\$	130,651	\$	133,917	\$ 137,265	\$	401,833
Parts Personnel		\$	-	\$	-	\$ -	\$	-
Other Personnel		\$	-	\$	-	\$ -	\$	-
Subtotal ·		\$	201,002	\$	206,027	\$ 211,177	\$	618,205
Fringe Benefits								
Management and Administrative		\$	30,150	\$	30,904	\$ 31,677	\$	92,731
Mechanics		\$	55,993	\$	57,393	\$ 58,828	\$	172,214
Parts Personnel		\$	-	\$	-	\$ -	\$	-
Other Personnel		\$	-	\$	-	\$ -	\$	-
Subtotal		\$	86,144	\$	88,297	\$ 90,505	\$	264,945
Parts& Supplies		\$	207,576	\$	212,765	\$ 218,085	\$	638,426
Subcontractor Services		\$	40,000	\$	41,000	\$ 42,025	\$	123,025
Overhead		\$	77,943	\$	79,892	\$ 81,889	\$	239,724
Corp.& Admin. Fees		\$	49,676	\$	50,918	\$ 52,191	\$	152,785
Total Target Cost		\$	662,340.01	\$	678,898.51	\$ 695,870.98	\$	2,037,109.51

Notes:

- 1. Provide detail for each cost element on a separate page, as required.
- 2. Explain changes from year-to-year on a separate page, as required.
- Provide number or personnel in each staffing category for wages, salaries and fringe benefits

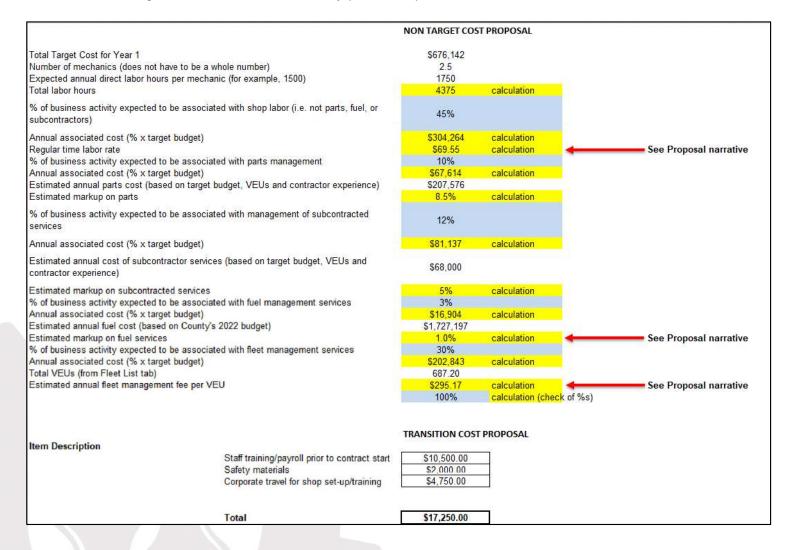
Management and Administrative Mechanics 2.5
Parts Personnel
Other Personnel



Question 3 Cont'd:

Answer- Vector Fleet Management was able to lower several cost components once the Transit vehicles were removed.

- Annual associated cost reduced by (\$27,453)
- Regular Time Labor rate reduced by (\$6.27/hour)





4) How did removing Transit Vehicles effect 2 and 3?

Answer- Transit vehicles play a vital role in every community. These vehicles often require additional maintenance and repair procedures. Not only for uptime, safety, but per FTA guidelines. Removing these vehicles has had a positive effect, as far as pricing and parts mark-up for Rowan County. Please know that VFM is very familiar with a transit fleet, and the County may ask to roll these units back into our maintenance program at any time, if we are the selected vendor.

Aside from reduction to a part-time clerk/admin, we are also able to remove parts from transit vehicles no longer being in scope.

Vector Fleet Management lowered the annual cost by the following:

- Year 1- Reduced by (\$61,005.91)
- Year 2- Reduced by (\$62,531.05)
- Year 3-Reduced by (\$64,094.32)
- 3-Year Total Reduction- (\$187,631.28)

Reduction of our Non-Target parts mark-up from our proposed amount of 10% to 8.5%.

VFM's original proposal included 2.5 technicians, 1 Site Manager and a full-time clerk/admin. We reduced our staffing to a Part-Time Clerk/Admin. We feel this is the correct Technician Staffing Level, 2.5 technicians. We are also responsible for transporting vehicles to subcontractors, which require staff. We cannot safely manage the contract with less staffing.

Below is the Vector Fleet Management internal calculation for technician staffing based on County Fleet:

Prod	# of		
Factor	Techs		
78%	Req'd	Fleet Composition	
of	2.63	Light Vehicles	
2080 hrs	0.03	Med. Vehicles & Equip	
	0.44	Heavy Vehicles & Equip	
	0.03	Trailers	
	0.00	Misc Equip	-
	3.13		.00

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

DATE: 2/13/22

SUBJECT: Work Authorization for On-Airport Obstruction Removal

Mid-Carolina Regional Airport has been working with Talbert, Bright & Ellington, Inc. (TBE) to provide services for the On-Airport Obstruction Removal. This work authorization is for TBE to provide construction administration, full time Resident Project Representative services, and Quality Acceptance Testing during this project. This work shall be performed in accordance the Master Contract dated April 1, 2019 in the amount of \$38,464.31. Special services shall be performed with a not to exceed budget of \$126,847.34. The total value of the Work Authorization shall not exceed \$165,311.71 without additional authorization.

Attached is the Work Authorization for TBE and NCDOT independent fee review.

The Airport and Purchasing Director recommend that the Board of Commissioners authorize the County Manager to sign the work authorization for Talbert, Bright & Ellington, Inc for the On-Airport Obstruction Removal Project for an amount not to exceed \$165,311.71.

ATTACHMENTS:

Description	Upload Date	Туре
TBE Work Authorization	2/13/2022	Cover Memo
review	2/13/2022	Cover Memo

WORK AUTHORIZATION

ENGINEERING CONSULTING SERVICES BY: TALBERT, BRIGHT & ELLINGTON, INC.

FOR: ON-AIRPORT OBSTRUCTION REMOVAL (CA SERVICES)

AT:
MID-CAROLINA REGIONAL AIRPORT
REFERENCING:

NCDOT-DOA #: 36237.42.16.1

December 14, 2021

I. PROJECT SUMMARY

This project will include the construction administration, full time Resident Project Representative (RPR) services, and Quality Acceptance Testing for the On-Airport Obstruction Removal project at Mid-Carolina Regional Airport in Salisbury, NC. The clearing includes a total of 44 acres of trees. It is a mixture of clearing and grubbing; clearing and grinding; and hand clearing. The project scope also contains erosion control measures, including two temporary sediment basins.

The construction phase services for this project include: the development of the project scope, contract, schedule and cash flow; grant procurement assistance (for two grants, see section IV); coordination with the Owner for award of the construction contract; preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, NC Department of Transportation – Division of Aviation (NCDOA), and the Owner; coordination and conduction of the Preconstruction Conference; preparation and distribution of Preconstruction Conference minutes; review of Contractor's project schedule; coordination and review of Contractor submittals; coordination with NCDOA, Rowan County, and sub-consultants; review quality acceptance test results; construction visits / progress meetings; progress meeting minutes / observation reports; review field change requests and related correspondence; review and process Contractor pay requests; review and process requests for reimbursement; conduct a final inspection and prepare/distribute punch list items letter; develop record drawings; assemble Final Engineer's Report; assist Rowan County with Grant Closeout and prepare Grant Closeout paperwork.

The construction administration of this project will be funded using FAA Non-Primary Entitlement Funding.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering Services will be provided for construction administration, and Quality Assurance Testing of the contract drawings for the proposed Obstruction Removal project, as depicted in the attached exhibit, for Mid-Carolina Regional Airport in accordance with the Master Contract dated April 1, 2019.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of \$38,464.37 including \$917.00 for expenses. Special services shall be performed on a not to exceed basis with a budget of \$126,847.34. The total value of this Work Authorization shall not exceed \$165,311.71 without additional authorization.

III. CONSTRUCTION PHASE CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5370-2E; Operational Safety On Airports During Construction

IV. WORK TASKS

BASIC SERVICES

CONSTRUCTION ADMINISTRATION PHASE:

The construction phase services for this project include: the development of the project scope, contract, schedule and cash flow; grant procurement assistance; coordination with the Owner for award of the construction contract; preparation and distribution of contract documents and Released For Construction plans and specifications to the Contractor, NC Department of Transportation – Division of Aviation (NCDOA), and the Owner; coordination and conduction of the Preconstruction Conference; preparation and distribution of Preconstruction Conference minutes; review of Contractor's project schedule; coordination and review of Contractor submittals; coordination with NCDOA, Rowan County, and sub-consultants; review quality acceptance test results; construction visits / progress meetings; progress meeting minutes / observation reports; review field change requests and related correspondence; review and process Contractor pay requests; review and process requests for reimbursement; conduct a final inspection and prepare/distribute punch list items letter; develop record drawings; assemble Final Engineer's Report; assist Rowan County with Grant Closeout and prepare Grant Closeout paperwork. There will be two NPE grants associated with funding this project. One grant will be for 90% funding (FY 2018 and FY 2019), and the other grant will be for 100% funding (FY 2020 and FY 2021). See Task A in the manhours summary for additional information.

The intended deliverables for this submittal shall include:

- A. Released for Construction Plans and Specifications.
- B. PDF versions of record drawing plan sheets and technical specifications.
- C. PDF version of Contractor's Closeout Documentation and Final Engineer's Report.
- D. PDF of testing records to NCDOA, if requested.

SPECIAL SERVICES

<u>Task 1 – Full-Time Resident Project Representative (RPR)</u>

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract. Assume seventy (70) hours per week over a ninety (90) calendar day contract time allotment, and ten (10) hours per day for three (3) days to complete all punch list items.

Task 2 – Quality Assurance Testing

Quality assurance and acceptance testing required by the project specifications for this project will be provided. This shall include:

<u>Engineered Fill Testing.</u> Observation of fill placement and the execution of field density tests to ensure compaction requirements are met per the plans and specifications.

Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout. Testing firm will be prequalified with NCDOT.

V. PROJECT SCHEDULE

The Construction Contract Time for this project is ninety (90) calendars days. A preconstruction meeting will be held prior to construction starting and to establish a notice to proceed (NTP) date. Once the Contractor has completed work, a final inspection will be held and a punch list generated. It is anticipated that it will take the Contractor two (2) weeks to complete the punch list.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

- 1. It is assumed that the construction will follow standard FAA and NCDOT requirements per the plans and specifications.
- 2. Funding will be provided in two grants.
- 3. Project Engineer will attend 1 preconstruction conference, 6 Construction visits/Progress Meetings, 1 final inspection, and 1 site visit to verify completed punch list.
- 4. The RPR will work 70-hour weeks and stay overnight during work days for the duration of the 90-calendar day project.
- 5. The RPR will work 10-hour days while the Contractor is completing the punch list.
- 6. The Resident Project Representative will make trips to the project site for the preconstruction conference, for each work week (weekly trips to the job site), for the final inspection, and for the completion of the punch list items.

VII. OTHER

Not applicable for this phase of work.

VIII. CONTACT/CLOSING

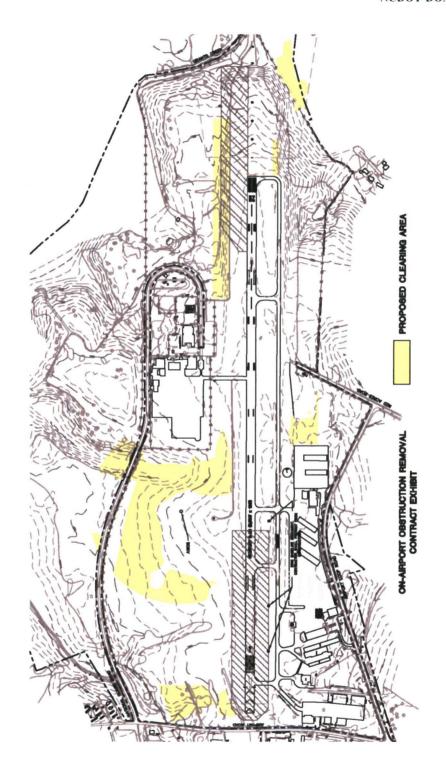
TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES ON-AIRPORT OBSTRUCTION CLEARING NCDOT-DOA #: 36237.42.16.1

Agreed as to Scope of Services, Time Schedule, and Budget:

OWNER:	ENGINEER:
ROWAN COUNTY	TALBERT, BRIGHT &
130 West Innes Street	ELLINGTON, INC.
Salisbury, NC 28144	3525 Whitehall Park Drive
704-216-8180	Suite 210
	Charlotte, NC 28273
	704-426-6070
BY:	BY:
	Vice President
TITLE:	TITLE:
	02/10/2022
DATE:	DATE:
	Author Lolas
WITNESS:	WITNESS:

ENGINEER PROJECT MANAGER CONTACT INFORMATION:

J. Andrew Shook, P.E. 3525 Whitehall Park Drive, Suite 210 Charlotte, NC 28273 704-426-6070



Project Sketch

APPENDIX A: DRAWING SHEET LIST

- 1. Cover Sheet
- 2. Construction Safety and Phasing Plan
- 3. Tree Removal and Erosion Control Plan (sheets 1-5)
- 4. Erosion Control Details (sheets 1-2)
- 5. NCG01 Notes and Details (sheets 1-2)

APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- 1. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.

APPENDIX C: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED SUBCONSULTANT SERVICES FEE

	MAN-HOUR/FEE E	STIMATE	
	SUMMARY PA	GE	
TALBERT, BRIGHT & ELLINGTON,	NC. MID-CAROLINA REGIO	AL AIRPORT	DIVISION OF AVIATION
	ON-AIRPORT OBSTRUCT	ON BENOVAL	NORTH CAROLINA ESPACIAÇÃO OF TRANSPORT
GENERAL NOTE: Information i	n red and applicable shaded areas on tas	k sheets are available	for data entry. All other cells are protected.
	BASIC AND SPECIAL SERVICE	S: LABOR SUMMARY	
MAJOR TASK:	MAJOR TASK DESCRIPTION:		C
TASK A - LABOR	(A-104) CONSTRUCTION ADMINIS	TRATION PHASE	\$37,54
TASK B - LABOR	(A-105) RESIDENT PROJECT REP	RESENTATIVE	\$110,15
TASK C - LABOR	(A-10X) TASK DESCRIPTION		S
TASK D - LABOR	(A-10X) TASK DESCRIPTION		\$
TASK E - LABOR	(A-10X) TASK DESCRIPTION		\$
TASK F - LABOR	(A-10X) TASK DESCRIPTION		s
TASK G - LABOR	(A-10X) TASK DESCRIPTION		S
TASK H - LABOR	(A-10X) TASK DESCRIPTION		S
TASK I - LABOR	(A-10X) TASK DESCRIPTION	****	\$
TASK J - LABOR	(A-10X) TASK DESCRIPTION		5
TASK K - LABOR	(A-10X) TASK DESCRIPTION		
		SUBTOTAL LABO	
	BASIC AND SPECIAL SERVICES: I	ION-SALARY DIRECT	COST
TARK A EVERNORS	(A-104) CONSTRUCTION ADMINIS	TRATION BUASE	\$91
TASK A - EXPENSES			\$12.28
TASK B - EXPENSES	(A-105) RESIDENT PROJECT REP	RESENTATIVE	
TASK C - EXPENSES	(A-10X) TASK DESCRIPTION		3
TASK D - EXPENSES	(A-10X) TASK DESCRIPTION		
TASK E - EXPENSES	(A-10X) TASK DESCRIPTION		
TASK F - EXPENSES	(A-10X) TASK DESCRIPTION		
TASK G - EXPENSES	(A-10X) TASK DESCRIPTION		
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TASK J - EXPENSES	(A-10X) TASK DESCRIPTION		
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TASK K - EXPENSES	(A-10X) TASK DESCRIPTION SUBTOTAL NON-SA SUBCONSULTANTS OR S PROVIDED BY:	S&ME, INC	\$4.40
TASK K - EXPENSES (A-105) Quality Assurance Testing	(A-10X) TASK DESCRIPTION SUBTOTAL NON-SA SUBCONSULTANTS OR S PROVIDED BY:	S&ME, INC	\$4.40
TASK K - EXPENSES	(A-10X) TASK DESCRIPTION SUBTOTAL NON-SA SUBCONSULTANTS OR S PROVIDED BY:	S&ME, INC	TS: \$13,20
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TASK K - EXPENSES (A-105) Quality Assurance Testing TOTAL FEE: PREPARED BY: PROJECT TITLE: PROJECT	(A-10X) TASK DESCRIPTION SUBTOTAL NON-SA SUBCONSULTANTS OR S PROVIDED BY: SUBTOTAL O	SAME, INC	TS: \$13,20 \$4,40 TS: \$4,40
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AV Fee Estimate (AV-201) (Template Date: 10/2014)

	TALBERT, BRIGHT & ELLINGTON, INC.			MAN-HID-CAROLI ON-AIRP	MAN-HOUR FEE ESTIMATE IID-CAROLINA REGIONAL AIRPOR ON-AIRPORT OBSTRUCTION DEPARTORY	MATE AL AIRPOR LUCTION			X	DIVISION	OF	AVIATION	71
			BAS	IC AND SPECI	BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS	DIRECT LABO	R COSTS					DATE:	12/6/2021
TASK A	TASK A A-104) CONSTRUCTION ADMINISTRATION PHAS	Principal	Senior Project Manager	Project Manager	Senior	Engineer 5	Engineer 4	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task A.1	Develop Project Scope / Contract / Schedule	2	2					2				9	\$ 392.00
Task A.2	Request for Aid / Grant Procurement Assistance		The state of the		Section States	9						9	\$ 336.00
Task A,3	Coordination / Meetings with Client / NCDOA / FAA	No. of Concession, Name of Street, or other Persons and Street, or other P	4	Salat and bear	The second second	4			The same of the same of			80	\$ 508.00
Task A.4	Coordinate / Conduct Preconstruction Conference		4			Section of the			Section of the second			4	\$ 284.00
Task A.5	Prepare / Send Preconstruction Minutes	SHALL SALES SEED	2			Residence of the second	報子の子がなる	2	Description of the			4	\$ 212.00
Task A.6	Coordinate / Review Project Schedule	Sept.	2		The control of	*			Management of the Control of the Con			9	\$ 366.00
Task A.7	Coordinate / Review Submittals	Section Section	9			8	本でもあるとある		Sales Seales		· 100 公司	14	\$ 874.00
Task A.8		Service Services	12			12	Thornton Contraction					24	\$ 1,524.00
Task A.9			20	Acres and a second		*	TO SHOW S				THE STREET	24	\$ 1,644.00
Task A.10	_	Street, Street	2				A 100 000	and the second	Mary Tare States	Application of the last	THE STATE OF THE	2	\$ 142.00
Task A.11	Coordinate / Review Field Changes	Second Colonia	9	Ober Section Section		+	A Design Age	The State of the S	Section of the least of the lea	The second second	A STATE OF STREET	10	\$ 650.00
Task A.12	-	Barrier Street	12		Beat of Carlotte	8	Stationary or com-			STATE STATE	Charles Resident	20	\$ 1,300.00
Task A.13	-	Section 1	89	The second second		12			The second second		C THE CONTRACTOR	20	1
Task A.14		And the Control of th	2			16					The state of the s	18	1
Task A 15	Final Inspection and Punch List	Special residences	7		The second	Section 2		The second second			A STATE OF THE PARTY OF	-	\$ 284.00
Task A. 16	Final Engineer's Report	Service Cardinalism	7	The second		2						9	L
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Task A.18		September 1	No. of Concession,	The state of the s		Selection of the second		September 1	A SECTION OF SECTION		A STATE OF S	٥	
Task A.19		Special Section Section	Water Bridge	Manage Control		日本人 大田 の人	A STATE OF STREET	Application of the Park		The South Sea	在1000000000000000000000000000000000000	0	
Task A.20		Service Street	Design Control	The second second	British Committee		のないのできるから	のからないのである	A STATE OF THE PARTY OF THE PAR	Contract of the Contract of th	はかなるのかのできる	0	
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Task A.24		SECTION AND ADDRESS.				STATE OF STREET		Setting to appear				0	
TOTAL MA	TOTAL MAN-HOURS	2	96	0	0	80	0	4	0	0	0	176	
RAW LAB	RAW LABOR COSTS PER HOUR	\$90.00	871.00	\$57.00	\$50.00	\$56.00	\$48.00	\$35.00	\$42.00	\$26.00	\$35.00		
TOTAL LA	TOTAL LABOR FEES (Without Multiplier)	\$180.00	\$6.390.00	\$0.00	\$0.00	\$4.480.00	\$0.00	\$140.00	\$0.00	\$0.00	\$0.00		\$ 11.190.00
						TOT	TOTAL DIRECT LABOR COSTS:	ABOR COSTS:					\$ 11,190.00
						STATE	STATE AUDITED OVERHEAD RATES:	HEAD RATES:			Apply Multiplier of:	er of:	3.0504
											Overhead Subtotal;	total;	\$ 34,133.98
								PROFIT	10.00%		Profit	ľ	0 141140
							COST	COST OF CAPITAL	0 000%		Capital Costs	ľ	ı
TOTAL LA	TOTAL LABOR COSTS THIS TASK												\$ 37,547.37

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			BAS	IC AND SPECIA	BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS	DIRECT LABO	R COSTS					DATE	12/6/2021
TASK B	TASK B (A-105) RESIDENT PROJECT REPRESENTATIVE	Principal	Senior Project	Project Manager	Senior	Engineer 5	Engineer 4	Engineer 2	Tech 5	Admin 5	RPR	Total Hours Per Tesk	Total Task Cost
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Task B.23				STATE	State of the same	A CONTRACTOR OF THE PARTY OF TH	Superior Sections	STATE OF STATE	Section 1			0	
Task B.24												0	
TOTAL MAN-HOURS	N-HOURS	0	0	0	0	0	0	0	0	0	938	938	
RAW LAB	RAW LABOR COSTS PER HOUR	\$90.00	\$71.00	\$57.00	\$50.00	\$56.00	\$48.00	\$35.00	\$42.00	\$26.00	\$35.00		
TOTALIA	TOTAL LABOR FEES (Without Multipliar)	\$0.00	\$0.00	\$0.00	50.00	80.00	00 00	60.00	\$0.00	\$0.00	612 830 00		6 32 A30 00
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						TOT	TOTAL DIRECT LABOR COSTS:	ABOR COSTS:					\$ 32,830.00
						STATEA	STATE AUDITED OVERHEAD RATES:	HEAD RATES:			Apply Multiplier of:	r of:	3.0504
											Overhead Subtotal:	otal:	\$ 100,144.63
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								PROFIT	10.00%		Profit:		\$ 10,014.46
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ALBERT, BRIGHT 8	& ELLINGT	MAN-HOUR FEE ESTIMAT O MID-CAROLINA REGIONAL AIR		\ \	DIVISION OF	AVIATIO
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						12/6/202
	BASIC	AND SPECIAL SERVICES: REIMBUR	RSABLE	DIRECT CO	OST	
		(A-104) CONSTRUCTION ADMINIST	RATION I	PHASE		
GENERAL PROJEC	T WORK:					
	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	9	Trip(s) in Sedan @	102	miles @	\$0.560	\$514.0
	0	Trip(s) in Carry-All @	0	miles @	\$0.580	\$0.0
Per Diem:	0	Breakfast		each	\$8.60	\$0.0
	0	Lunch		each	\$11.30	\$0.0
	0	Dinner		each	\$19.50	\$0.0
	0	Day		each	\$39.40	\$0.0
	0	Lodging		each	\$80.00	\$0.0
	0	Incidental Expenses		each	\$5.00	\$0.0
Rental Car	0	Sedan			\$45.00	\$0.0
rional our	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.0
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.0
Reproduction:	720	8 1/2 x 11 B & W Copies		each	\$0.09	\$64.8
•	12	11 x 17 B & W Copies		each	\$0.15	\$1.8
	0	8 1/2 x 11 Color Copies		each	\$0.83	\$0.0
	0	11 x 17 Color Copies		each	\$1.66	\$0.0
	66	24 x 36 B & W Copies		each	\$2.52	\$166.3
	0	24 x 36 Color Copies		each	\$8.62	\$0.0
Shipping / Posta	6	Express Shipping		each	\$20.00	\$120.0
	10	USPS Postage		each	\$5.00	\$50.0
					Subtotal	\$917.0
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					TOTAL:	\$917.0

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	BASIC	AND SPECIAL SERVICES: REIMBUR (A-105) RESIDENT PROJECT REPR			ost	12/6/2021
GENERAL PROJEC	OT WORK:	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	27	Trip(s) in Sedan @	102	miles @	\$0.560	\$1,542.2
	0	Trip(s) in Carry-All @	0	miles @	\$0.580	\$0.0
Per Diem:	0	Breakfast		each	\$8.60	\$0.0
	0	Lunch		each	\$11.30	\$0.0
	0	Dinner		each	\$19.50	\$0.0
	90	Day		each	\$39.40	\$3,546.0
	90	Lodging		each	\$80.00	\$7,200.0
	0	Incidental Expenses		each	\$5.00	\$0.0
Rental Car	0	Sedan			\$45.00	\$0.0
	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.0
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.0
Reproduction:	0	8 1/2 x 11 B & W Copies		each	\$0.09	\$0.0
	0	11 x 17 B & W Copies		each	\$0.15	\$0.0
	0	8 1/2 x 11 Color Copies		each	\$0.83	\$0.0
	0	11 x 17 Color Copies		each	\$1.66	\$0.0
	0	24 x 36 B & W Copies		each	\$2.52	\$0.0
	0	24 x 36 Color Copies		each	\$8.62	\$0.0
Shipping / Posta	0	Express Shipping		each	\$20.00	\$0.0
	0	USPS Postage		each	\$5.00 Subtotal	\$0.0 \$12,288.24
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713713817						\$0.0
						\$0.00
					Subtotal	\$0.00
					TOTAL:	\$12,288.24



December 13, 2021

Talbert, Bright & Ellington, Inc. 3525 Whitehall Park Drive, Suite 210 Charlotte, North Carolina 28273

Attention: Mr. Andy Shook

Reference: Proposal for Quality Assurance Testing

RUQ On-site Obstruction Removal

Salisbury, North Carolina S&ME Proposal No. 21350088

Dear Mr. Shook:

As requested, S&ME, Inc. (S&ME) is pleased to submit this proposal to provide quality assurance testing services for the above referenced project. This proposal describes our understanding of the project and anticipated scope of services and presents the associated compensation for our services.

Project Information

This proposal is based on email correspondence from Mr. Andy Shook of Talbert, Bright & Ellington (TB&E) on December 8, 2021. Included in the email were the plans and section P-152 of the project specifications by TB&E dated October 21, 2021.

Project includes obstruction removal at the Mid-Carolina Regional Airport in Salisbury, North Carolina. As part of the removal process, two temporary sediment basins are proposed north of the runway. Once the removal process is complete, the sediment basins are to be re-graded. Mr. Shook has requested S&ME perform testing as the basins are re-graded. Fill heights during re-grading is anticipated to be less than 5-feet for each basin. Mr. Shook has not requested testing as the basins are constructed.

Scope of Services

Based on the provided project documents and email correspondence, we anticipate the following services may be required. Following is a general description of each of the services proposed. Testing will be performed in general accordance with the applicable ASTM and/or industry standards, unless noted otherwise.

Subgrade Evaluations:

Our services consist of an evaluation of the subgrade soils prior to proceeding with fill placement in the temporary sediment basins.

S&ME, Inc. | 9751 Southern Pine Boulevard | Charlotte, NC 28273 | p 704.523.4726 | www.smeinc.com



Proposal for Quality Assurance Testing RUQ On-site Obstruction Removal Salisbury, North Carolina S&ME Proposal No. 21350088

These services can be performed to aid in identifying possible unsuitable near-surface soil conditions for repair prior to continued construction. The evaluations may consist of proofrolling, test pit observations, probing, and/or hand auger borings with Dynamic Cone Penetrometer testing.

Engineered Fill Testing

Our services can consist of observing fill placement and randomly performing field density tests to measure the compaction of the fill for compliance with the project plans and specifications.

Unless otherwise outlined in the project specifications, density testing will be performed by one or more of the following methods: drive tube method (ASTM D2937), sand cone method (ASTM D1556), or nuclear density gauge method (ASTM D6938). In addition, we will perform standard Proctor (ASTM D698) testing on the different materials used as fill.

Project Management

Reporting through METAFIELD

S&ME has deployed MetaField® to serve as our field information management system. Our Technicians and Engineers record their test data and field inspection forms using tablets. As soon as data is saved from the field, it is immediately available on our Project Manager's computer. The value to our clients is that information can be communicated very quickly allowing the entire design and construction team to be aware of small problems before they escalate into larger (and more expensive) issues.



MetaField® is the only true Field Information Management System (FIMS) developed for our industry. It serves the needs of multidisciplinary civil,

engineering, testing, and environmental consulting firms that conduct significant operations in the field and in the lab where the remote gathering of testing information, materials samples, special inspections, discrepancy management, and construction observation data is required.

MetaField addresses the entire process, from project setup and specification, through field data collection, geocoding of transactions using mobile GPS services, monitoring, quality control, exception/discrepancy management, report generation, report delivery, and on-going data mining.

 Daily Reports: We will summarize our activities, observations and test results for each site visit on a Daily Report. Once reviewed by an S&ME Project Manager, the reports will be transmitted to the design and construction team members. We will identify discrepancies in the report and bring them to the attention of the contractor, owner, and design team.

December 13, 2021



Proposal for Quality Assurance Testing RUQ On-site Obstruction Removal Salisbury, North Carolina S&ME Proposal No. 21350088

Excluded Services

Without attempting to provide a complete list of all services or potential services that will be excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal. Some of these services can be performed by S&ME if desired; however, a separate or revised proposal for these services would be required.

- Directing of any contractor's or subcontractor's work.
- Any aspect of site safety other than safety of S&ME employees.
- Erosion Control Inspections
- Quality Control Testing (Provided by Contractor).
- Geotechnical Exploration.

Client Responsibilities & Proposal Use

We request that our Client be responsible for the following:

- Providing S&ME with a complete set of project plans and specifications prior to the performance of our services for this project;
- Providing S&ME with revised project plan sheets and/or specifications, Requests for Information (RFIs), or other items relevant to our scope of work throughout the duration of this project;
- Providing S&ME with the names and contact information for report distribution; and
- Providing the Resident Project Representative and/or the Contractor's onsite superintendent with a copy of our scope of services, so that our services can be properly coordinated. It is the responsibility of our Client or his/her representative to schedule S&ME when our services are required. The performance of the above-outlined services is dependent upon proper scheduling by our Client or his/her representative.

This proposal is solely intended for the basic services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and resulting documents is limited to above-referenced project and Client. No other use is authorized by S&ME.

Assumptions

The following assumptions have been made during the preparation of this proposal:

Access (required badges for entry, escort, etc.) will be provided by the client in order for S&ME personnel
to perform the testing outlined in this proposal.

Project Scheduling

We anticipate that our services will be required on a part-time (on-call) basis for the services outlined above. Scheduling should be made through the S&ME project manager assigned to this project who will assign the appropriate, qualified personnel to perform the requested work. We will rely on your designated project contact

December 13, 2021 3



Proposal for Quality Assurance Testing RUQ On-site Obstruction Removal Salisbury, North Carolina S&ME Proposal No. 21350088

to let us know when an item requiring testing is upcoming, as described in the Scope of Services section included herein. It is the responsibility of your designated project contact to schedule S&ME when our services are desired.

Part-time testing means S&ME will schedule a representative to be at the site to perform specific tests only at the specific times when requested by your designated project contact. Full-time testing means that an S&ME representative will be on-site during contractor's operations to make a reasonable effort to conduct tests and observe contractor's work.

We respectfully request that a minimum 24 hour notification be provided whenever our services are needed, so that we may coordinate our field personnel to meet your specific needs. We request that a minimum three-day notification be provided whenever our initial services are needed so that we may coordinate staff to meet your specific needs. If our services will be needed during off-hours (between 8:00 pm and 5:00 am) and/or on holidays (Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Day), we require a minimum 72-hour notification.

Compensation

We understand the total project duration is planned to be 90 calendar days. A construction schedule was not available to us during the preparation of this proposal. Based on our experience on similar projects, we estimate the contractor will take up to 5 days to re-grade the basins. Based on this assumption, we estimate a budget allowance on the order of \$4,400 will be required for Quality Assurance Testing. This should be considered an estimated price based on information available to us at the time this proposal was prepared, and not a maximum price. Our costs will be highly dependent on the contractor's schedule and how many site visits are scheduled.

Billing for this project will be on a time and materials basis. Our services will be invoiced based on the attached unit rate fee schedule and time actually spent on the project. We will generate an invoice once every four weeks for the work performed within each four week period. The payment term of the invoice is net 30 days.

Authorization

We anticipate TB&E will issue S&ME a Subconsultant Agreement for Professional Services as our authorization to proceed. Once we receive the Subconsultant Agreement, our team will review and return to you with signatures or requested changes. If the Subconsultant Agreement references the prime agreement between TB&E and the airport, we request that prime agreement be provided as well.

December 13, 2021

Andrew M. Burton, P.E.

Senior Engineer



Proposal for Quality Assurance Testing RUQ On-site Obstruction Removal Salisbury, North Carolina S&ME Proposal No. 21350088

Closure

S&ME appreciates the opportunity to submit this proposal to provide testing services during this project. If you should have any questions relative to the services we have outlined above, please do not hesitate to contact us at (704) 698-7643.

Sincerely,

S&ME, Inc.

John C. Weavil, P.E. Project Manager

Attachments Fee Schedule
Cost Estimate

December 13, 2021

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES ON-AIRPORT OBSTRUCTION CLEARING NCDOT-DOA #: 36237.42.16.1

Attachments

UNIT FEE SCHEDULE S&ME, Inc. Charlotte, NC

FIE	ELD TECHNICIAN SERVICES	Unit Rate
1	Engineering Field Technician, regular time, per hour *	55.00
2	Senior Engineering Field Technician, per hour *	65.00
2	Asphalt Laboratory Technician, per hour *	75.00
3	Senior Metals Technician*	85.00
	* Over time rate will be 1.5 times regular rate, per hour	
4	Trip charge	50.00
PF	ROFESSIONAL SERVICES	
1	Staff Professional (Level I), per hour	100.00
2	Project Professional (Level II), per hour	120.00
3	Project Engineer/Manager (Level III), per hour	150.00
4	Project Engineer/Manager (Level IV), per hour	175.00
5	Senior Professional (Level V), per hour	200.00
6	Senior Consultant/Principal (Level VI-VII), per hour	215.00
7	Administration/Secretarial, per hour	50.00
LA	ABORATORY TESTING SERVICES	
•	1 Compressive Strengh of Concrete Cylinders, each	20.00
2	2 Natural Moisture Content, each	15.00
3	3 Atterberg Limits, each	85.00
4	4 Unit Weight and Moisture Determination, each	45.00
Ę	5 Grain Size (Wash 200 Sieve), each	85.00
6	6 Grain Size (with Hydrometer), each	105.00
7	7 Specific Gravity, each	65.00
8	8 Standard Proctor Compaction, each	175.00
9	9 Modified Proctor Compaction, each	250.00
10	0 ABC Stone Modified Proctor, each	250.00
1	1 ABC Stone Gradation, each	125.00



Estimate of Probable Cost Quality Assurance Testing Mid-Carolina Regional Airport Obstruction Removal S&ME Proposal No. 21350088

1	Subgrade and Soil Testing	Oty	Unit	Rate	Extended Cost
	<< assume 5 visits at 8 hours per visit				
а	Senior Engineering Technician (Regular Time)	40	Hours	\$65.00	\$2,600.00
b	Proctors	2	Each	\$250.00	\$500.00
C	Trip charge	5	Trips	\$50.00	\$250.00
		-		Subtotal	\$3,350.00
2	Project Management	Qty	Unit	Rate	Extended Cost
а	Senior Registered Professional	5	Hours	\$200.00	\$1,000.00
b	Secretary	1	Hours	\$50.00	\$50.00
				Subtotal	\$1,050.00

TOTAL COST ESTIMATE: \$4,400.00



APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT BETWEEN ENGINEER AND OWNER



CONTRACT

FOR ENGINEERING, PLANNING AND RELATED SERVICES FOR ROWAN COUNTY

This AGREEMENT is made this _____ day of _________, 2019 by and between ROWAN COUNTY, a body politic and corporate under the laws of the State of North Carolina, hereinafter called the OWNER, and TALBERT, BRIGHT & ELLINGTON, INC., a corporation organized and existing under the laws of the State of North Carolina, hereinafter called the ENGINEER.

WHEREAS, the **OWNER** intends planning and engineering services for the future development of Mid-Carolina Regional Airport and other improvements and such other work for the **OWNER** as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the OWNER desires to engage a qualified and experienced engineer to perform professional engineering services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the ENGINEER has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

GENERAL

For the purpose of this CONTRACT, the Airport Manager is hereby designated as the **OWNER**'s representative to act for the **OWNER** in giving approvals and authorizations for the **OWNER** as hereinafter required and set forth. The **ENGINEER** will be notified in writing of any change in representation.

When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's Work Authorization, including an estimated cost for specified services, the ENGINEER shall provide professional engineering services as described below.

Rowan County (Client No: 3708)

I of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

SECTION I - BASIC SERVICES

- A. Project Development Phase: After authorization to proceed the ENGINEER shall:
 - Consult with OWNER, state, and federal government agencies (when required) to clarify
 and define the requirements for the Project and review available data.
 - Advise OWNER as to the necessity of OWNER's providing or obtaining from others data
 or services of the types described in <u>Section II Special Services</u>. Assist the OWNER in
 contracting for such services.
 - Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
 - 4. Prepare preliminary cost estimate for the Project.
 - Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
 - 6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
 - Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the OWNER for submission to government agencies.
 - 8. Assist the OWNER in obtaining financing for project.
 - 9. Perform additional work as described and required by the work authorizations.
- B. Design Phase: After written authorization to proceed the ENGINEER shall:
 - In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
 - Prepare an ENGINEER's report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.

Rowan County (Client No: 3708)
2 of 22

MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

- Advise the OWNER of needed special services as described in <u>Section II Special Services</u> and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
- 4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by OWNER, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
- Assist OWNER in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
- Furnish to the OWNER two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
- 7. Perform additional work as described and required by work authorizations.
- C. <u>Construction Phase</u>: During the Construction Phase, the ENGINEER shall provide the following services:
 - Assistance to the OWNER in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
 - Assistance in preparation of formal contract documents for the award of construction contract.
 - Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
 - 4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the contract documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such

P. C. C. C. V. 2700

Rowan County (Client No: 3708) 3 of 22 MASTER CONTRACT with Talbert, Bright & Ellington, Inc. visits and on the basis of on-site observations, **ENGINEER** shall keep **OWNER** informed of the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

- 5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
- 7. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER's control.
- Advise the OWNER of needed special services and assist the OWNER in acquisition of such services as appropriate.
- 9. Based upon ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observation and review, that the work has progressed to the point indicated, that to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not

Rowan County (Client No: 3708)

Rowan County (Client No: 3708) 4 of 22 MASTER CONTRACT with Talbert, Bright & Ellington, Inc. thereby be deemed to have represented that continuous or exhaustive examinations have been made by **ENGINEER** to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that **ENGINEER** has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

- Prepare OWNER's applications for partial and final payments for submission to government agencies.
- 11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
- 12. ENGINEER will prepare for OWNER, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 13. The ENGINEER shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform properly duties undertaken by the ENGINEER under this Contract.

SECTION II - SPECIAL SERVICES

At written request of the OWNER, the ENGINEER shall accomplish such special services as required by the OWNER to complete the Project. At the option of the OWNER, special services may be provided by the OWNER through contracts with other professionals or may be provided by the ENGINEER. When the ENGINEER is requested to provide special services, such services may be provided by ENGINEER's own forces or through subcontracts with other professionals. Compensation for Special Services provided by ENGINEER shall be in accordance with one of the

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methods identified in <u>Section V - Payment of Services</u>. Special services, which may be requested include, but are not necessarily limited to the following:

- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be described in <u>Section IV – Duties</u>, <u>Responsibilities</u>, and <u>Limitations of Authority of the Resident Project Representative</u>.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in <u>Section I – Basic Services</u>.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the Project.
- Extra work required to revise or prepare contract documents, plans, and specifications to facilitate the award of more than one construction contract, in the event the OWNER adopts such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.
- K. Providing renderings or models for OWNER's use.

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- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by OWNER.
- M. Additional or extended services during construction made necessary by:
 - 1. Work damaged by fire or other cause during construction.
 - 2. A significant amount of defective or neglected work of Contractor(s).
 - 3. Prolongation of the contract time of any prime contract by more than ten (10) days.
 - 4. Acceleration of the process schedule involving services beyond normal working hours.
 - 5. Default by Contractor(s).
 - The furnishing of a resident project representative other than an employee of the ENGINEER.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the OWNER shall:

- A. Make available for ENGINEER's use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on OWNER's behalf and respond in a timely manner to submissions by ENGINEER providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.

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- D. Furnish ENGINEER as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which ENGINEER may rely upon in performing his services.
- E. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the ENGINEER's services, or any defect in the work of Contractor(s).

SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist ENGINEER in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to

Rowan County (Client No: 3708) 8 of 22 MASTER CONTRACT with Talbert, Bright & Ellington, Inc. provide further protection for **OWNER** against defects and deficiencies in the work; but, the furnishing of such services will not make **ENGINEER** responsible for or give **ENGINEER** control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of **ENGINEER** in **ENGINEER**'s agreement with the **OWNER** and in the construction contract documents, and are further limited and described as follows:

A. General: Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor, keeping OWNER advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of Resident Project Representative:

- Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
- Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations; and
- Assist in obtaining from OWNER additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

a. Record date of receipt of shop drawings and samples;

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- Receive samples, which are furnished at the site by Contractor, and notify ENGINEER
 of availability of samples for examination; and
- Advise ENGINEER and Contractor of the commencement of any work requiring a shop drawing or sample if the ENGINEER has not accepted the submittal.

5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is, in general, proceeding in accordance with the contract documents;
- b. Report to ENGINEER whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise ENGINEER of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
- c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to tests, procedures, and startups; and
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.
- Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings
 or specifications and report with Resident Project Representative's recommendations to
 ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
- Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed

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- conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

- a. Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
- b. Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work;
- c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to ENGINEER change orders, work directive changes, and field orders; and
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- 11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for work.

12. Completion:

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
- b. Conduct on-site review in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected; and
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

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- C. Limitations of Authority: Resident Project Representative shall not:
 - Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.
 - Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
 - Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
 - Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - 6. Accept shop drawing or sample submittals from anyone other than Contractor.
 - 7. Authorize OWNER to occupy the Project in whole or in part.
 - Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION V - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice-to-Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the OWNER.

- A. <u>Methods of Payment:</u> One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:
 - Per Diem: Under this method of payment, the ENGINEER's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The

Rowan County (Client No: 3708) 12 of 22 MASTER CONTRACT with Talbert, Bright & Ellington, Inc. current rates for labor include salaries, payroll costs, overhead and profit. These rates are adjusted annually by the **ENGINEER** in July of each year.

- 2. <u>Lump Sum:</u> For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
- B. <u>Terms and Conditions</u>: The basis of compensation described is based upon the following conditions:
 - Time charged to the Project by office engineering personnel will include the time that the
 applicable employees are engaged in actual work on the Project at the ENGINEER's office,
 at the site of the Project, or travel status in connection with the Project.
 - Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
 - Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

C. Payment Schedules:

Invoices shall be due and payable within 30 days after the date of invoice. A service charge
of one (1) percent per month shall be added to all overdue accounts.

SECTION VI - MISCELLANEOUS PROVISIONS

- A. Estimates: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. <u>Extra Work:</u> It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and when requested or authorized by the

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OWNER. Extra work may also include special services as identified in <u>Section II – Special Services</u>. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in <u>Section V – Payment of Services</u>.

C. Reuse of Documents: All documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. Responsibility of the ENGINEER:

- The ENGINEER shall be responsible for the professional quality, technical accuracy, timely
 completion, and the coordination of all designs, drawings, specifications, reports, and other
 services furnished by the ENGINEER under this Contract.
- Approval by the OWNER or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.

E. Period of Services:

- The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
- If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.
- If OWNER fails to give prompt written authorization to proceed with any phase of services
 after completion of the immediately preceding phase, ENGINEER may, after giving seven
 (7) days' written notice to OWNER, suspend services under this Contract.

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4. If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall on written demand to OWNER (but without termination of this Contract) be paid as provided for in Section V - Payment of Services. If such delay or suspension extends for more than one (1) year for reasons beyond ENGINEER's control, or if ENGINEER for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

F. Termination:

- This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 2. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 3. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 4. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER performing this Contract, whether completed or in process.
- If this Contract is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement

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costs reasonably incurred by the ENGINEER relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If Contract is terminated by the OWNER for default of the ENGINEER, the amount due the ENGINEER may be adjusted to the extent of any additional cost incurred by the OWNER as a result of the ENGINEER's default.

- G. <u>Remedies</u>: Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between OWNER and the ENGINEER arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.
- H. Professional Liability: ENGINEER maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. Audit: Access to Records:

- The ENGINEER shall maintain books, records, documents, and other evidence directly
 pertinent to the work under this Contract in accordance with generally accepted accounting
 principles and practices. The OWNER, FAA, Comptroller General of the United States, or
 any of their duly authorized representatives shall have access to any books, documents,
 papers, records, and other evidence which relates directly to the Project for the purpose of
 examination, audit, excerpts, and transcriptions.
- Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the OWNER makes final payment.
- J. <u>Civil Right Assurance:</u> During the performance of this Contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
 - Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended

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from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Report:</u> The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the OWNER or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
 - Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
- 6. <u>Incorporation of Provisions:</u> The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, J, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of

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the **OWNER** and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. Minority Business Enterprise (MBE) Assurances:

- Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR
 Part 23 shall have the maximum opportunity to participate in the performance of contracts
 financed in whole or in part with federal funds under this Contract. Consequently, the MBE
 requirements of 49 CFR Part 23 apply to this Contract.
- 2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER: ROWAN COUNTY	ENGINEER:
BY: Agrell	TALBERT, BRIGHT & DLLINGTON, INC. BY:
TITLE: County Many	TITLE: Vice President
DATE: \$1-2019	DATE: 3/28/19
WITNESS: Parks E. Harris	WITNESS: SUBAN P. SIGNIN
ADDRESS:	ADDRESS:
130 West Innes Street	3525 Whitehall Park Drive
Salisbury, NC 28144	Suite 210
	Charlotte, NC 28273
THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT. FINANCE DIRECTOR	
	(Client No: 3708)
	of 22 Talbert, Bright & Ellington, Inc.

EXHIBIT A ROWAN COUNTY MID-CAROLINA REGIONAL AIRPORT SALISBURY, NORTH CAROLINA

(insert project name)
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
WORK AUTHORIZATION NO. insert number (i.e., xx-xx)

DATED: (insert date)
TBI PROJECT NO. (insert project number)

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Scope of Services: (insert description of work to be performed)

<u>Time Schedule</u>: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. (<u>OR insert time frame agreed upon</u>)

<u>Cost of Services</u>: The method of payment shall be in accordance with Section V - Payment of Services of the Master Contract (dated <u>insert master contract date</u>). Paragraphs A and B of Section V will apply. The total value of this Work Authorization shall not exceed <u>Sinsert amount</u> without additional authorization.

Agreed as to Scope of Services, Time Schedule, and Cost of Services:

UGHT & INC.

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES ON-AIRPORT OBSTRUCTION CLEARING NCDOT-DOA #: 36237.42.16.1

Exhibit A-1 SCOPE OF SERVICES

Rowan County (Client No: 3708) 20 of 22 MASTER CONTRACT with Talbert, Bright & Ellington, Inc. TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES ON-AIRPORT OBSTRUCTION CLEARING NCDOT-DOA #: 36237.42.16.1

Exhibit A-2 PROFESSIONAL FEE SUMMARY

Rowan County (Client No: 3708)
21 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK CONTRACT FOR CONSTRUCTION ADMIN PHASE SERVICES ON-AIRPORT OBSTRUCTION CLEARING NCDOT-DOA #: 36237.42.16.1

Exhibit A-3
SPECIAL SERVICES

Rowan County (Client No: 3708)
22 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

Steele, Valerie S

From:

Mann, Thomas L <tlmann@ncdot.gov>

Sent:

Thursday, February 3, 2022 2:24 PM

To:

Steele, Valerie S

Cc:

Michael Player; ashook@tbeclt.com

Subject:

RUQ On Airport Obstruction Removal IFE

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.

Dear Ms. Steele,

The NCDOT DOA has concluded its independent fee review of the above-mentioned project. This review determined that the fee proposed by your consultant is within 10% of the independent estimate. For this reason, no additional negotiation is required. Please feel free to proceed with this project. Please let me know if you need more information or assistance.

Thanks,

Tommy Mann, PEAirport Project Manager
Division of Aviation

North Carolina Department of Transportation (NCDOT)

919 814 0554 office 984 344 3080 mobile tlmann@ncdot.gov

FedEx/UPS Delivery/Certified Mail 1050 Meridian Drive Morrisville, NC 27560

USPS Mail 1560 Mail Service Center Raleigh, NC 27699-1560



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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: Anna Bumgarner

DATE: 2/13/22

SUBJECT: Motorola Solutions Service Agreement

Rowan County worked with Federal Engineering to negotiate a Service User Agreement for the County's portion of the radio system with Motorola Solutions. This agreement will be through June 30,2027 and will be paid on a quarterly basis. The total cost not to exceed \$1,386,941. The contract cost by year:

Thru 6/30/22	FY23	FY24	FY25	FY26	FY27
\$116,237	\$243,774	\$248,805	\$253,986	\$259,320	\$264,819

Attached is the proposed contract from Motorola Solutions.

The Emergency Services and Purchasing Director recommend that the Board of Commissioners authorize the County Manager to sign a Service User Agreement with Motorola Solutions for a total cost not to exceed \$1,386,941.

ATTACHMENTS:

DescriptionUpload DateTypeMotorola Contract2/13/2022Cover Memo



SERVICE AGREEMENT

Quote Number : QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

Date: 27-JAN-2022

Company Name: Rowan County

Attn: Allen Cress

Billing Address: 130 W Innes St

City, State, Zip: SALISBURY, NC, 28144

Customer Contact: Allen Cress

Phone: 704-216-8510

Required P.O.:

Customer #: 1036256122

Bill to Tag #:

Contract Start Date: 01-Jan-2022 Contract End Date: 30-Jun-2027 Anniversary Day: Jun 30th Payment Cycle: QUARTERLY

PO#:

Qty	Service Name	Service Description	Extended Amt
,	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	
•	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	RELEASE IMPACT TRAINING	
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD / PM	
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	İ
	SVC04SVC0016C	sus	
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	
	SVC01SVC0053A	ASTRO NETWORK SECURITY MONITORING CTD	
	SVC01SVC1425C	ONSITE RESPONSE-LOCAL DISPATCH-LIMITED	
	LSV01S02973A	ACTIVE-EYE MANAGED DETECTION AND RESPONSE- FOR ASTRO	
	LSV01S01106A	ASTRO SYSTEM ESSENTIAL PACKAGE	
	SVC01SVC0140A	REMOTE SUS	
		Subtotal - Recurring Services	\$1,386,941.0
i		Subtotal - One-Time Event Services	\$0.0
		Tota	\$1,386,941.0
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING APPLICABLE, TO BE VERIFIED BY MOTOROL	

SPECIAL INSTRUCTIONS:

Applicable Taxes are not included but will be applied at time of invoicing

Year 1; 1/1/2022 - 6/30/2022 = \$116,237 Year 2; 7/1/2022 - 6/30/2023 = \$243,774 Year 3; 7/1/2023 - 6/30/2024 = \$248,805 Year 4; 7/1/2024 - 6/30/2025 = \$253,986 Year 5; 7/1/2025 - 6/30/2026 = \$259,320 Year 6; 7/1/2026 - 6/30/2027 = \$264,819



SERVICE AGREEMENT

500 W Monroe Street Chicago, IL. 60661 (888) 325-9336 Quote Number : QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Highlighted cybersecurity services added when app	olicable:	
SECURITY PATCHING		
Remote Security Update Service		
[] Does Not Apply		
[] Opt Out - I have received a briefing on this	service and choose not to subscribe.	
Security Update Service		
[] Does Not Apply		
[] Opt Out - I have received a briefing on this	service and choose not to subscribe.	
THREAT DETECTION Managed Detection & Response		
[] Does Not Apply		
[] Opt Out - I have received a briefing on this	service and choose not to subscribe	
[] aprilate visite received a prioring off and		
HORIZED CUSTOMER SIGNATURE	TITLE	DATE
		DATE
HORIZED CUSTOMER SIGNATURE		DATE
HORIZED CUSTOMER SIGNATURE		DATE 01/21/2022
HORIZED CUSTOMER SIGNATURE	TITLE	
HORIZED CUSTOMER SIGNATURE STOMER (PRINT NAME) Regund From TOROLA REPRESENTATIVE (SIGNATURE)	TITLE Regional Service Director TITLE	01/21/2022
HORIZED CUSTOMER SIGNATURE STOMER (PRINT NAME) Reynold From	TITLE Regional Service Director	01/21/2022

Company Name: ROWAN COUNTY
Contract Number: USC000007907
Contract Modifier: R02-SEP-21 23:22:13

Contract Start Date: 01-Jan-2022 Contract End Date: 30-Jun-2027



SERVICE AGREEMENT

Quote Number : QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

- 2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.
- 2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4 SCODE OF SERVICES

- 4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.
- 4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed
- 4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.
- 4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.
- 4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.
- 4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

- 5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges neglect, acts of God or other force majeure events.
- 5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.



SERVICE AGREEMENT

Quote Number : QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

- 8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date
- 8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- 8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

- 10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
- 10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.
- 10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



SERVICE AGREEMENT

Quote Number : QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

- 12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- 12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION: CONFIDENTIALITY: INTELLECTUAL PROPERTY RIGHTS

- 13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.
- 13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- 13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

- 17.1, If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.
- 17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



SERVICE AGREEMENT

Quote Number: QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

- 17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.
- 17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.
- 17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 09, 2021



SERVICE AGREEMENT

Quote Number : QUOTE-1545244 Contract Number: USC000007907 Contract Modifier: R02-SEP-21 23:22:13

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

- Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
 NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.
- 2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the Cyber Subscription Renewals and Integrations

 Addendum available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.
- 3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.
- 4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

 The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.	Customer:
By: Keyenold Brown	Ву:
Name:_ Reginald Brown	Name:
Title: Regional Service Director	Title:
Date: 01/21/2022	Date:

Revised Oct 9, 2021

Services and Maintenance Agreement

Motorola Solutions, Inc. ("Motorola") and Rowan County, North Carolina ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows.

Section 1 EXHIBITS

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency among Exhibits A and C will be resolved in their listed order.

Exhibit A Motorola Software License Agreement
Exhibit B Motorola's Proposal dated <u>January 21, 2022</u>, including the SUA II Statement
Exhibit C of Work Payment Schedule

Section 2 DEFINITIONS AND INTERPRETATION

- 2.1. "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 2.2. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.6. "Non-Motorola Software" means Software that another party owns.
- 2.7. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.8 "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment, and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.
- 2.9 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.10 "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF SERVICES AND TERM

- 4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this contract. Customer plans to appropriate according to the Exhibit C Payment Schedule and payments can be processed solely against this Agreement.
- 4.2. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or Services to be provided by Motorola, if the substitute meets or exceeds the specifications described in Exhibit B, and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.
- 4.3 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- 4.4. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).
- 4.5. INSTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues for one (1) year for hardware maintenance and five (5) years for Essential Services.

Section 5 EXCLUDED SERVICES

Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment

malfunction caused by the transmission medium. The Advanced Plus Services Statement of Work also includes various exclusions and limitations on the services.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

- 7.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$1,386,941. The Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software, and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics for the Midwest Region Consumer Price Index (http://www.bls.gov/ro5/cpimid.htm), all items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment.
- 7.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.
- 7.3 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title to Software will not pass to Customer at any time.

Section 8 WARRANTY

SERVICE WARRANTY. Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT/TERMINATION

- 9.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.
- 9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.
- 9.3. UNEARNED DISCOUNTS. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the 5% discount applied to the last three (3) years of System Upgrade payments for the original Term.
- 9.4. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 10 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or Services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 11 EXCLUSIVE TERMS AND CONDITIONS

- 11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.
- 11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order,

acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 12 CONFIDENTIALITY

- 12.1 Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.
- 12.2. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.
- 12.3. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.
- 12.4. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 13 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication,

estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

- 15.1 GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.
- 15.2 NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.
- 15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
- 15.4 LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.
- 15.5 CONFIDENTIALITY. All communications pursuant to subsections 14.2 and 14.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1 TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the

date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

- ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.
- 16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.
- 16.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.
- 16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 16.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.
- 16.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.	Rowan County		
Attn: Katie Day, Commercial Counsel	Attn:		
Legal, Government Affairs & Corporate Communications	<u>-</u>		
500 West Monroe Street		-	_
Chicago, IL 60661	-		

- 16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.
- 16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.
- 16.11 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.
- 16.12 FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.
- 16.13 SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.2 (Disclaimer of Implied Warranties); Section 10 (Limitation of Liability); and Section 12 (Confidentiality); Section 13 (Preservation of Motorola Proprietary Right; Section 15 (Disputes); and all of the General provisions in Section 16.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Rowan County
By: Reyerold From	Ву:
Name: Reginald Brown	Name:
Title: Regional Service Director	Title:
Date: 01/21/2022	Date:

Exhibit A

SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the Rowan County, North Carolina ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

- 3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.
- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

- 4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, backup, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- 4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.
- 4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.
- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.
- 6.3. Warranty claims are described in the Primary Agreement.
- 6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

- 8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.
- 8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.
- 8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

- 13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.
- 13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.
- 13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.
- 13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of North Carolina. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.
- 13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.
- 13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.
- 13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

Motorola's Proposal dated **January 21**, **2022**, including the SUA II Statement of Work, fully incorporated herein



STATEMENT OF WORK

ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 DSC8000 Site Controllers
 - 1.6.11 Motorola Solutions Logging Interface Equipment
 - 1.6.12 PBX switches for Telephone Interconnect
 - 1.6.13 NICE and Verint Logging Solutions (if purchased)
- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system



with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

- 1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:
 - 1.8.1 Servers
 - 1.8.2 Workstations
 - 1.8.3 CommandCentral AXS Hub
 - 1.8.4 Routers
 - 1.8.5 LAN Switches
- 1.9 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
 - 1.9.1 GTR 8000 Base Stations
 - 1.9.2 GCP 8000 Site Controllers
 - 1.9.3 GCM 8000 Comparators
 - 1.9.4 MCC 7XXX Dispatch Consoles
- 1.10 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.12 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.
- 1.13 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.14 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.15 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 2.0 Upgrade Elements and Corresponding Party Responsibilities

February 2021



- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
 - 2.1.1 Motorola responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
 - 2.1.1.3 If applicable, identify additional system hardware needed to implement a system release upgrade and if the customer has added hardware that is not covered under this agreement.
 - 2.1.1.4 Define the installation plan.
 - 2.1.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.6 If applicable, advise the Customer of the network connections specifications necessary to perform the system upgrade.
 - 2.1.1.7 Assign program management support required to perform the certified system upgrade.
 - 2.1.1.8 Assign field installation labor required to perform the certified system upgrade.
 - 2.1.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 2.1.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.
 - 2.1.2 Customer responsibilities
 - 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
 - 2.1.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
 - 2.1.2.3 If applicable, provide the necessary network connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 - 2.1.2.4 Assist in site walks of the system during the system audit when necessary.
 - 2.1.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
 - 2.1.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 2.1.2.7 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This ASTRO 25 System Upgrade Agreement II SOW February 2021



applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

- 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.
 - 2.2.1 Motorola responsibilities
 - 2.2.1.1 Perform appropriate system backups.
 - 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
 - 2.2.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 2.2.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.
 - 2.2.2 Customer responsibilities
 - 2.2.2.1 Validate system maintenance is current.
 - 2.2.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.
- 2.3 System Upgrade
 - 2.3.1 Motorola responsibilities
 - 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
 - 2.3.2 Customer responsibilities
 - 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
 - 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.
- 2.4 Upgrade Completion
 - 2.4.1 Motorola responsibilities
 - 2.4.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
 - 2.4.2 Customer Responsibilities
 - 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

3.0 Exclusions and Limitations

3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorolal Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

ASTRO 25 System Upgrade Agreement II SOW

February 2021



- 3.2 Customer acknowledges that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.
- 3.3 Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to stations, comparators, site controllers, console, backhaul and network changes are not included.
- 3.4 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.
- 3.5 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - MOTOBRIDGE Solutions
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software ("PSA")
 - Custom SW, CAD, Records Management Software
 - Data Radio Devices
 - Mobile computing devices such as Laptops
 - Non-Motorola two-way radio subscriber products
 - Genesis Products
 - Point-to-point products such as MPLS equipment, microwave terminals and associated multiplex equipment
- 3.6 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.7 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 3.8 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 3.9 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 3.10 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25

ASTRO 25 System Upgrade Agreement II SOW



network functionality.

4.0 Special provisions

- 4.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.2 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.3 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 4.4 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.5 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System . Release	Certified Update Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.1

ASTRO 25 System Upgrade Agreement II SOW

February 2021



1-		
	A2020.1	A2022.1
_		

- * Includes planned incremental releases
- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Rowan

# of Master Sites	0
# of DSR Sites	r
System Level Feature Inputs	-
# of standalone servers (Critical Connect, Smart Connect)	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	
# MOSCAD NFM RTU (typically 1 per site location)	4
# of Total Network Management Clients	1

ASTRO 25 System Upgrade Agreement II SOW



# MOSCAD NFM / SDM Clients	
Does Customer have Unified Network Services (UNS)? (Yes =1, No=0)	0
(ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR)	-
Telephone Interconnect (One per system)	-
InfoVista - Transport Network Performance Service (One per system)	
Security Inputs	<u>-</u>
# of Firewalls in System	1 '
# of Intrusion Detection Sensors (IDS)?	
Does system have Centralized Event Logging [SysLog]? (Yes =1, No=0)	
Does system have Zone Core Protection (ZCP)? (Yes =1, No=0)	,
Does system have Radio Authentication? (Yes =1, No=0)	
Does system have Information Assurance (IA) Master?	
Does system have Information Assurance (IA) Remote?	
RF Site Inputs	· ·
# Virtual Prime Sites	
# Simulcast Prime Sites (including co-located/redundant)	
# RF Sites (includes Simulcast sub-sites, ASR sites)	3
#Stations = GTR	60
Dispatch Site Inputs	
# of Dispatch Site Locations	1
# MCC 7500	14
# MCC 7100	
#¡AIS	° 2
# of CCGWs	6
Subscriber Inputs	
Does the customer have Nice IP Radio Logger, Telephony Logger or Inform Playback?	No
Does the customer have Verint Logging recorders? (IP, Telephony, or Analog)	No ·
Does the customer have Mach Alert? (from DCR)	No
Does the customer have Genesis applications?	No

Exhibit C PRICING SUMMARY

_		ROWAN CO	אַדאַעכ				_
6 MONTH PLUS 5 YEAR CONTRACT							
SERVICE PACKAGE	1/1/2022 - 6/30/2022	YR2 = 7/1/2022	YR3 = 7/1/2023	YR4 = 7/1/2024	YR5 =71/1/2025	YR6 = 7/1/2026	TOTAL
Essential	\$ 80,546	\$ 144,645	\$ 148,985	\$ 153,454	\$ 158,055	\$ 162,798	
Network Updates (SUA II)	\$ 39,719	\$ 80,454	\$ 80,585	\$ 80,720	\$ 80,859	\$ 81,002	
Multi Year Discount on Essential (5%)	\$ 4,027	\$ 7,232	\$ 7,449	\$ 7,673	\$ 7,903	\$ 8,140	
ACTIVE EYE MANAGED DETECTION AND RESPONSE	NA	\$ 25,908	\$ 26,685	\$ 27,485	\$ 28,309	\$ 29,159	
Grand/Total	\$ 116,237	\$ 243,774	\$ 248,805	[\$ 253,986	[\$ 259,320]	\$ 264,819	\$ 1,386,941

AUTHORIZED CUSTOMER SIGNATURE

CUSTOMER (PRINT NAME)

Essential Package includes: Network Monitoring, Customer Technician Dispatch, Onsite, Preventative Maintenance, Technical Support, Infrastructure Repair with Advance Replacement, Security Update Service, Security Monitoring (until 6/30/2022), Remote Security Update Service, and MyView Portal

NOTES

- Pricing reflects removal of "Security Monitoring" starting from 7/1/2022. At that time it will be replaced with "Active Eye Managed Detection and Response."

 "Active Eye Managed Detection and Response" must be procured by both entities.

 "Total above pricing for Salisbury (\$1,508,285 amount) does not include already active signed contract for Year 1.

 "Pricing is valid until 01/31/2022

Applicable state and local sales tax are not included but will be applied at the time of invoicing

21-Jan-22

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: Randy J. Cress, Assistant County Manager / CIO

DATE: 2/14/2022

SUBJECT: Letter of Support for USDA Grant for Yadtel Broadband Expansion into Rowan County

Yadkin Valley Telephone Membership Corporation is seeking a letter of support to submit with their grant application for the Federal USDA Rural Development Broadband ReConnect Round Three funding. This application and potential award will be direct to Yadkin Valley Telephone Membership Corporation with no funding request to County. If approved, this will allow Yadtel to expand fiber to the home broadband into Northern Rowan County.

At your discretion, approve and sign the letter of support that will be provided to Yadkin Valley Telephone Membership Corporation for inclusion with their grant application.

ATTACHMENTS:

Description	Upload Date	Type
Letter of Support	2/14/2022	Exhibit



Rowan County Board of Commissioners

130 West Innes Street • Salisbury, NC 28144 Telephone 704-216-8181 • Fax 704-216-8195

February 21, 2022

The Honorable Tom Vilsack, Secretary United States Department of Agriculture Rural Utilities Service Telecommunications Program 1400 Independence Ave., SW Washington DC 20250

Dear Secretary Vilsack,

It is a pleasure to write you in support for the Yadkin Valley TMC ReConnect Round Three FTTH Project grant application submitted by Yadkin Valley Telephone Membership Corporation to connect unserved and underserved areas of parts of Alexander, Iredell, Rowan and Yadkin Counties, North Carolina. Broadband access is very important to the quality of life of our community and to those that are considering relocating to Rowan County.

Access to high quality and reliable broadband services is a key factor in our effort to attract new jobs and will greatly benefit our local businesses by strengthening their position in an already very competitive environment. Broadband access will also support the ability to expand our educational and workforce development programs to train workers and ensure they have the necessary skills to compete in today's job market.

If approved, this grant will enable Yadkin Valley to continue its endeavor to provide state-of-the art broadband services to some of the most rural areas of North Carolina. We greatly appreciate the efforts of the USDA and the RUS in supporting the Reconnect program and sincerely request your favorable consideration of this application. Please feel free to contact the Board of Commissioners offices at (704) 216-8181 should you have any questions.

Sincerely,	
Gregory C. Edds, Chairman	James C. Greene, Vice-Chairman
Michael D. Caskey, Jr., Commissioner	Judith A. Klusman, Commissioner
R. Craig Pierce,	Commissioner

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: February 15, 2022

SUBJECT: Updated Offer to Purchase Lot 7 in Speedway Business Park

Attached is an updated Offer to Purchase from Bowtie Properties, LLC for Lot 7 Speedway Business Park. Bowtie owns the adjoining lot and made this same offer back in August 2020. The BOC accepted that offer then and no upset bid was made so the BOC formally accepted the office at its September 9, 2020 BOC meeting.

For reasons unrelated to any County performance, Bowtie did not close on the purchase in 2020. The contract called for closing within 45 days, so now the contact has expired per its own terms. Bowtie is again interested, so because the original contract expired, I suggested a new updated Offer to Purchase and we will go through the same process as before with upset bid period.

Move to conditionally accept the attached Offer to Purchase and authorize the Clerk to run a notice for upset bids.

Once the upset bid period has expired, we will bring this Offer back for BOC consideration and proposed final acceptance.

ATTACHMENTS:

DescriptionUpload DateTypeUpdated Offer to Purchase - Bowtie Properties2/15/2022Cover Memo



T Johnson

AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL PROPERTY

THIS AGREEMENT, in	ncluding any and all addenda attached hereto (Bowtie Propertie	'Agreement"), is by and b	petween	
a(n)				
(individual or St	ate of formation and type of entity) ("Bu), ula		
	Rowan Coun	ty		
a(n)	ate of formation and type of entity) ("Sel	er").		
(individual or St	ate of formation and type of entity)			
(NOTE: If the Buyer or as Buyer or Seller in thi formation of the entity.)	Seller is an entity, in order to form a binding seller is an entity, in order to formed and seller is an entity of the seller is an entity, in order to formed and	ng agreement and comp in good standing with th	lete a transaction he Secretary of S	, the entities liste tate in the State o
FOR AND IN CONSIDE CONSIDERATION, TH HERETO AGREE AS FO	RATION OF THE MUTUAL PROMISES SE E RECEIPT AND SUFFICIENCY OF WH DLLOWS:	T FORTH HEREIN AND ICH ARE HEREBY A	OOTHER GOOD CKNOWLEDGEI	AND VALUABLED, THE PARTIE
term.	finitions: The terms listed below shall have the	ne respective meaning giv	ven them as set for	rth adjacent to eac
(a) "Property":	(Address) 1235 Speedway Blvd			
Plat Reference: L	ot(s), Block or Section Row	yan Count	, as shown on	Plat Book or Slide
and, (ii) some or a, 1	purposes: (i) the tax parcel number of the Propular of the Property, consisting of approximately Page No. 645, Roy Roy and improvements thereon and all fixtures	van Count		
\$90,000.00	(b) <u>"Purchase Price"</u> shall mean the su	m of Ninety Thousand		
	manable and of H			Dollars,
\$4,500.00	payable on the following terms: (i) "Earnest Money" shall mean or terms as follows: Deposited with Roy		ive Hundred	Dollars
	The Earnest Money sh	all be deposit	ted in (name of person/e	escrow with
	deposited- "Escrow Agent") within five payment of the Purchase Price of the I provisions of Section 10 herein. Should hereunder, or should any check or other	(5) calendar days of the Property at Closing, or d Buyer fail to deliver the	Contract Date, to lisbursed as agree Earnest Money by	be applied as part d upon under the the date required
	Page 1 of 9			
OS	sar Association ssociation of REALTORS®, Inc.		STANDAR	D FORM 580-T Revised 7/2020 © 7/2021
Buyer Initials ome Realty and Mortgage LLc, 1620 S. N	Seller Initials ILK Jr. Ave. Suite 101 Salisbury NC 28144	Phone: 7046332900	Fax: 7046332980	1235 Speedway

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Fax: 7046332980

1235 Speedway

	the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice of such dishonor to deliver cash, official bank check, wire transfer or electronic transfer to the Escrow Agent. If Buyer fails to deliver the required funds within one (1) banking day after written notice, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received acknowledgement by Escrow Agent of its receipt of funds from Buyer. If the Escrow Agent has not delivered to the Seller the acknowledgement of Earnest Money on the last page of this Agreement by the calendar day following the date the Earnest Money is required to be delivered hereunder, it shall be presumed that the Earnest Money was not delivered by the required time (unless, upon the written request of Seller, Escrow Agent can provide proof of its receipt of the Earnest Money by the required time). Buyer and Seller consent to the disclosure by the Escrow Agent, to the parties to this Agreement, the Broker(s) and any Buyer lender, of any material facts pertaining to the Earnest Money.
	ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)
	ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is:)
	ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.
\$	(ii) <u>Delivery of a promissory note</u> secured by a deed of trust, said promissory note in the amount of Dollars
	being payable over a term of
\$85,500.00	(iii) <u>Cash</u> , balance of Purchase Price, at Closing in the amount of <u>Eighty-Five Thousand</u> , <u>Five Hundred</u> Dollars.
with the transaction contemplar obtaining or closing any loan	I be entitled to pursue qualification for and approval of any loan Buyer intends to obtain in connection ted by this Agreement. (Note: Buyer's obligations under this Agreement are not conditioned upon. Therefore, Buyer is advised to consult with Buyer's lender prior to signing this offer to assure all allows sufficient time for Buyer's lender to provide Buyer sufficient information to decide
(c) <u>"Closing"</u> shall mean or before	the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or 45 days from acceptance
(d) "Contract Date" mea	ns the date this Agreement has been fully executed by both Buyer and Seller.
Buyer Initials \(\sum_{\text{os}}^{\text{ps}} \) \(\text{E}	Page 2 of 9 Seller Initials Standard Form 580-T Revised 7/2020 © 7/2021

	(e)	<u>"Examination Period"</u> shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on
		40 days from acceptance
		TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.
	(f)	"Broker(s)" shall mean:
		Home Realty and Mortgage, LLC ("Listing Agency"), ("Listing Agent" - License #)
		Acting as: X Seller's Agent; Dual Agent Ultisting Agent Agent Dual Agent
		and Home Realty and Mortgage LLC ("Selling Agency"),
		Terlin Johnson ("Selling Agent" - License # NC 201287
		Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent
	(g)	"Seller's Notice Address" shall be as follows: 130 W Innes St. Salisbury NC 28144
		e-mail address: fax number:
		except as same may be changed pursuant to Section 12.
	(h)	"Buyer's Notice Address" shall be as follows:
		650 Kingstree Rd Salisbury NC 28146
		a mail address David Fllow Const.
		e-mail address: David.Eller@maksoninc.com fax number: except as same may be changed pursuant to Section 12.
		If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)
Ш	(j)	If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.
	(k)	If this block is marked, additional terms of this Agreement are set forth on the Back Up Agreement Addendum (Form 581A-T) attached hereto and incorporated herein by reference.
Sect Purc	t ion chase	2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Price.
prorioblig requipayr in co	es, reated gation ired inent onnec	3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), ents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's ns under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes by law, any fees required for confirming Seller's account payment information on owners' association dues or assessments for or proration; any fees imposed by an owners' association and/or a management company as agent of the owners' association ention with the transaction contemplated by this Agreement other than those fees required to be paid by Buyer in this Section 3 and the following:
futur for E comp	ertake e use Buyer pliane	all pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations on the Buyer under this Agreement, charges required by an owners' association declaration to be paid by Buyer for Buyer's e and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges the common elements and/or services provided to Buyer, any costs or charges for determining restrictive covenant ce, and the following:
∟ach	part	y shall pay its own attorney's fees.
		Page 3 of 9
	I	Buyer Initials Seller Initials STANDARD FORM 580-T Revised 7/2020 © 7/2021

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer, as soon as reasonably possible after the Contract Date, copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all hard copy materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, following release of the Earnest Money, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof. Notwithstanding the above provisions regarding delivery and return of information and documentation, should there exist a separate non-disclosure, confidentiality, or similar agreement between Buyer and Seller, the terms of which conflict with this provision insofar as delivery and return of information and documentation, then the terms of such non-disclosure, confidentiality, or similar agreement shall control as to the delivery and return of information and documentation.

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

- (a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.
- (b) <u>Same Condition</u>: If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.
- (c) Inspections: Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the Property. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to

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Buyer Initials	NE	Seller Initials	

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review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law, and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself and its agents or representatives in exercising its rights under this Section 6(c) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Except as provided in Section 6(b) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.

Section 7. Leases (Check one of the following, as applicable):

X If this box	is checked,	Seller	affirmatively	represents	and	warrants	that	there	are	no	Leases	(as	hereinafter	defined)
affecting the Property.			•	•										

- If this box is checked, Seller discloses that there are one or more leases affecting the Property ("Leases") and the following provisions are hereby made a part of this Agreement.
- (a) A list of all Leases shall be set forth on **Exhibit B**. Seller represents and warrants, that as of the Contract Date, there are no other Leases, oral or written, recorded or not, nor any subleases affecting the Property, except as set forth on **Exhibit B**;
 - (b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 as if the Leases were listed therein;
- (c) Seller represents and warrants that as of the Contract Date, there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date; and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.
- (d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease). Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. The assignment shall provide: (i) that Seller shall defend, indemnify and hold Buyer harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Buyer which are caused by or the result of any default by Seller under any Lease prior to the date of Closing, and (ii) that Buyer shall defend, indemnify and hold Seller harmless from claims, losses, damages and liabilities (including, without limitation, court costs and attorneys' fees) asserted against or incurred by Seller which are caused by or the result of any default by Buyer under any Lease after the date of Closing.
- (e) Seller also agrees to work diligently to obtain any tenant signatures on any estoppel certificates in such form as Buyer may reasonably request and to work diligently to obtain any subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.
- Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to: those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and

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Buyer Initials	IVE_	_ Seller Initials	

STANDARD FORM 580-T Revised 7/2020 Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(c) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personal property listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller, and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller, and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

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Buyer Initials	E E	Seller Initials	

STANDARD FORM 580-T Revised 7/2020 © 7/2021 Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that notice given in accordance with Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) <u>Seller Knowledge/Assessments:</u> Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Note: For purposes of this Agreement: (i) a "special assessment" is defined as a charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property; a special assessment may be either pending or confirmed; (ii) a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether, at the time of Closing, it is payable in a lump sum or future installments; (iii) a "pending" special assessment is defined as an assessment that is under formal consideration by a governmental agency or an owners' association but which has not been approved prior to Closing. Seller shall pay, in full at Closing, all confirmed governmental or association special assessments, provided that the amount thereof can be reasonably determined or estimated. The payment of such determined or estimated amount shall be the final payment between Buyer and Seller as to any confirmed special assessments. If the amount of any special assessment cannot be reasonably determined or estimated, the special assessment shall be deemed a pending special assessment. Buyer shall take title subject to all pending special assessments disclosed by Seller herein, if any.

- (b) Compliance: To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.
- (c) Owners' Association: If the Property is subject to regulation by an owners' association, Seller shall deliver the following information to Buyer pursuant to Section 4 as if the same were listed therein (or Seller shall state that Seller does not have same in their possession or that such item is not applicable): (i) the name of the owners' association; (ii) the amount of regular assessments (dues); (iii) the name, address and telephone number of the president of the owners' association or of the association manager or management company; (iv) the owners' association website address; (v) the Seller's statement of account; (vi) the master insurance policy showing the coverage provided and the deductible amount; (vii) copies of any Declaration and/or Restrictive Covenants; (viii) the Rules and Regulations, (ix) the Articles of Incorporation and Bylaws of the owners' association; (x) the current financial statement and budget of the owners' association; (xi) the parking restrictions and information; and (xii) the architectural guidelines. Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the foregoing items affecting the Property, including any amendments thereto.

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Buyer Initials	WE	_ Seller Initials	

STANDARD FORM 580-T Revised 7/2020 Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad
previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic
stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent
determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

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Buyer Initials	(NE	Seller Initials	

BUYER:	SELLER:
Individual	Individual
David Eller	
Date:	Date:
Date:	Date:
Business Entity	Business Entity
Bowtie Properties, LLC	
(Name of Entity)	(Name of Entity)
By: L	Ву:
Name: David Eller	Name:
Title: President	Title:
Date: 2/14/2022	Date:
any funds and contact the closing agent's office immediately. To Sellers: If your proceeds will be wired, it is recommended of the closing agent. If you are unable to attend closing, you agent's office containing the wiring instructions. This direct documents are being prepared for you by the closing agent. Wire instructions. The wire instructions should be verified overensure that they are not from a fraudulent source. Whether you are a buyer or a seller, you should call the closi that your contact is legitimate, you should not rely on a photograph.	closing agent's office to verify the instructions. If you receive wiring the or account number, they should be presumed fraudulent. Do not send that you provide wiring instructions at closing in writing in the presence it may be required to send an original notarized directive to the closing entire may be sent with the deed, lien waiver and tax forms if those At a minimum, you should call the closing agent's office to provide the er the telephone via a call to you initiated by the closing agent's office to ing agent's office at a number that is independently obtained. To ensure the number in an email from the closing agent's office, your real estate
agent or anyone else.	
The undersigned hereby acknowledges receipt of the Earno accordance with the terms hereof.	est Money set forth herein and agrees to hold said Earnest Money in
(Name o	of Escrow Agent)
Date:	By:
Escrow Agent's contact/notice information is as follows:	
except as same may be changed pursuant to Section 12.	

STANDARD FORM 580-T Revised 7/2020 © 7/2021

Page 9 of 9

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

DATE: 2/16/22

SUBJECT: Change Orders No. 10-16 for Dog Adoption Center

Change Orders #10 -#16 and pay application #8 are attached for Board of Commissioners approval related to the Dog Adoption Center from C.S. Bradshaw Construction Company, Inc. Also included are the summary from JP+A Architect, PLLC and review by ADW Architects, p.a. showing the new total contract amount of \$2,400,064.89 if the change orders are approved.

The Purchasing Director recommends that the Board of Commissioners authorize the County Manager to approve Change Orders #10- #16 from C. S. Bradshaw Construction Company, Inc. for the Dog Adoption Center total cost of these changes orders is not to exceed \$99,940.19.

AND

Authorize the payment of pay application #8 for \$176,140.19.

ATTACHMENTS:

Description	Upload Date	Туре
CO 10-16	2/16/2022	Cover Memo
Pay App 8	2/16/2022	Cover Memo
JP=A Summary	2/16/2022	Cover Memo
ADW Review	2/16/2022	Cover Memo



C. S. Bradshaw Const. Co., Inc. P. O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

1/7/2022 Date: Nina Dix Dog Adoption Center Job:

Change Order Request #10

Metal roof panel original cost: New roof panel cost:	\$ 45,580.56 62,942.56		
Metal roof panel cost increase:	\$ 17,362.00		
,			
			į
Total Labor and Material Costs:	\$ 17,362.00	(Add)	
Does Change Affect Schedule?:	No		
New Estimated Completion Date:	NA		
Approved:		,	1/7/2022
(Owner)		1	(Date)
Approved:		/	1-11-22
(General Contractor)	ctor)		(Date)



C. S. Bradshaw Const. Co., Inc. P. O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

11/16/2021 Date: Nina Dix Dog Adoption Center .gop

Change Order Request #11

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may after the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

Millwork changes per architect:		
Deduct (1) Nexelon blue shelving unit for each (7) storage rooms Add (2) Nexelon blue shelving units to grooming 127	r each (7) storage rooms	
Add 5' plactic laminate to wall as backsplash @ (4) straight benches	ash @ (4) straight benches	
Total Labor and Material Costs:	\$1,900 (Add)	
Does Change Affect Schedule?: No	0	
New Estimated Completion Date: NC		
A		
Approved.		(Date)
Approved:		W-29-21
(General Contractor)		(Date)



C. S. Bradshaw Const. Co., Inc. P.O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

1/7/2022 Date: Nina Dix Dog Adoption Center Job:

Change Order Request #12

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may alter the project's price and schedule. It is also understood that any differences in estimated costs due to

\$48,775.00 Total Labor and Material Costs:

(Add)

Does Change Affect Schedule?:

욷

₹ New Estimated Completion Date:

(General Contractor) (Owner) Approved: Approved:

22

1-11-(Date)

(Date)



C. S. Bradshaw Const. Co., Inc.

P. O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

Date: 1/7/2022

Job: Nina Dix Dog Adoption Center

Change Order Request #13

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may after the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

Partial increase in rebar cost:	\$3,020.00		
no other charges will be billed on this item			
Total Labor and Material Costs: \$3,020.00	0.00 (Add)		
Does Change Affect Schedule?: No			
New Estimated Completion Date: NA	1		
-			
Approved: //wwwer)		(Date)	
Approved:		1-11-22	
(General Contractor)		(Date)	



C. S. Bradshaw Const. Co., Inc.

P. O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

Date: 1/10/2022

Job: Nina Dix Dog Adoption Center

Change Order Request #14

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may alter the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

Price increase - metal ceiling grid and material	\$7,403.00
Total Labor and Material Costs: \$ 7,403.00 (Add)	
Does Change Affect Schedule?: No	
New Estimated Completion Date: NA	
Approved: (Qymer)	(Date)
Approved: (General Contractor)	1 · 11 - 22 (Date)



C. S. Bradshaw Const. Co., Inc.

P. O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

Date: 1/7/2022

Job: Nina Dix Dog Adoption Center

Change Order Request #15

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may after the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.

,			
Hat channel cost increase:	\$ 4.043.00		ı
1000 million	20.000		ı
actual	\$ 25,140.19		
difference	\$ 21,127.19		
			ı
			ı
			ı
			ı
Total Labor and Material Costs: \$ 21,127.19	(Add)		
Does Change Affect Schedule?: No			
New Estimated Completion Date: NA			
Approved: (@wner)		(Dafe)	
Approved:		1-11-22	
(General Contractor)		(Date)	٠



C. S. Bradshaw Const. Co., Inc. P. O. BOX 1086, SALISBURY, NC 28144 704-633-9011, FAX 704-639-9434

11/30/2021 Date:

Nina Dix Dog Adoption Center Job:

Change Order Request #16

This is an agreement between the undersigned owner and the general contractor to approve and carry out work that is substantially different than the original project scope. Both parties understand that the requested changes, as specified below, may after the project's price and schedule. It is also understood that any differences in estimated costs due to this change order will be accounted for in the regular payment schedule.	to approve and carry out work and that the requested changes, od that any differences in ment schedule.
Contractors will provide all labor and material for the following work:	
replace door frame per architects request for swing- door #104	
Total Labor and Material Costs: \$353.00 (Add)	
Does Change Affect Schedule?:	
New Estimated Completion Date:	
Annexograph.	
Owner)	(Date)
Approved: (General Contractor)	1-11-12
(כיוסימי כיווממנטי)	(Date)

APPLICATION AND CERTIFICATE FOR PA	YMENT DAC _{A[Al-B-d-cl}	JMENT G702		PAGE ONE OF TWO	PAGES
TO(OWNER) Shelter Guardians of Rowan County PO Box 1934 Salisbury, NC 28145 FROM (CONTRACTOR): C.S. Bradshaw Construction P.O. Box 1086 Salisbury, NC 28144	JP + Architects 516 South Salisbury Ave	APPLICATION NO: PERIOD TO: ARCHITECT'S PROJECT NO:	8 / 1/26/2022	OWNE	RIBUTION TO: ER ITECT RACTOR
CONTRACT FOR: RCAS Dog Adoption Center	Spencer, NC 28159	CONTRACT DATE:	Januray 1,2021		
CONTRACTOR'S APPLICATION FOR PAYI	MENT continua	ition Sheet, AIA Docur	ent, as shown below, in con nent G703, is attached. JM		
CHANGE ORDERS APPROVED IN #1- #9			lers	•	2,222,924.00 177,140.89
PREVIOUS MONTHS BY OWNER 7/8/2021 and 12/7/2021			E(Line 1+2)		2,400,064.89
TOTAL: \$77,200.70			ORED TO DATE		1,334,279.99
APPROVED THIS MONTH		umn G on G703)	OTTED TO DATE	Ψ	1,00.7,210.00
NUMBER ADDITIONS NUMBER ADDITIONS NUMBER ADDITIONS	ADDITIONS 5, RETA	,			
Chg #10 17362.00 Chg #15 21,127.19		% of Completed Worl	k \$ 133,42	8.00	
Chg #11 1900.00 Chg #16 353.00	(0	Column D+E on G703)			
Chg #12 48775.00	b. <u>10</u>	% of Stored Materia	al \$		
Chg #13 3020.00	(0	Column F on G703)			
Chg #14 7403.00	Total F	Retainage (line 5a + 5l	oor		
TOTALS	\$99,940.19 To	otal in Column 1 of G 7	703)	\$	133,428.00 /
Net change by Change Orders	6. TOTA	AL EARNED LESS RE	TAINAGE	\$	1,200,851.99 /
The undersigned Contractor certifies that to the best of the Contractor's knowledge,	(L	ine 4 less Line 5 total)			
information and belief the Work covered by this Application for Payment	has been 7. LES	S PREVIOUS CERTIF	ICATES FOR		
completed in accordance with the Contract Documents, that all amounts	have been PA	AYMENT (Line 6 from	prior Certificate)	\$	1,022,525.82 /
paid by the Contractor for Work for which previous Certificates for Paym			E		176,140.19
issued and payments received from the Owner, and that current paymen	tshown 9. BAL	ANCE TO FINISH, PL	US RETAINAGE	\$ _	1,199,212,90
herein is now due.	(li)	ne 3 less Line 6)		441	1,199,212,90 1,199,212,90
CONTRACTOR By: Date:	/ Notary p	ed and sworn to befor	County of re me this 25th day Januar 12/9/2022	: Rowan 💸 🕉	MOTARY MOTARY
ARCHITECT'S CERTIFICATE FOR PAYMENT In accordance with the Contract Documents, based on on-site observation data compromising the above application, the Architect certifies to the Orbest of the Architect's knowledge, information and belief the Work has proindicated, the quality of the Work is in accordance with the Contract Documents.	ons and the (attache wher that to the ARCHIT gressed as	explaination if amount	t certifled differs from the a		W COUNTY IN

the Contractor is entitled to payment of the AMOUNT CERTIFIED.

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the

Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Page 1

AIA DOCUMENT G703 CONTINUATION SHEET PAGE TWO OF PAGES TWO AIADocument G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing APPLICATION NUMBER: В Contractor's signed Certification is attached. 1/12/2022 APPLICATION DATE: In tabulations below, amounts are stated to the nearest dollar. PERIOD.TO: 1/11/2022 Use Column I on Contracts where variable retainage for line items may apply. ARCHITECT'S PROJECT NO: В Е F G Н ITEM DESCRIPTION OF WORK **SCHEDULED** WORK COMPLETED **MATERIALS** TOTAL. % BALANCE. RETAINAGE NO. WORK FROM PREVIOUS THIS PERIOD PRESENTLY COMPLETED (G/C) TO FINISH APPLICATION STORED AND STORED (C-G) (D+E) (NOT IN TO DATE D OR E) (D+E+F) General Conditions \$76,623.00 \$44,500.00 \$32,123.00 \$44,500.00 58.08% \$4,450.00 2 Site work \$119,603,00 \$49,000.00 \$49,000.00 40.97% \$70,603.00 \$4,900.00 3 Concrete \$112,569.00 \$69,056.00 \$69,056.00 61.35% \$43,513.00 \$6,905.60 Masonry \$322,662,00 \$322,662.00 \$322,662.00 100.00% \$0.00 \$32,266.20 5 Metals \$306,727.00 \$125,369,10 \$55,000,00 \$180,369.10 58.80% \$126,357.90 \$18,036.91 Wood & Plastics \$3,693.00 \$0.00 \$0.00 0.00% \$3,693.00 \$0.00 Termal & Moisture \$44,148.00 \$3,200.00 \$0.00 \$3,200.00 \$320.00 7.25% \$40.948.00 Doors and Windows \$155,621.00 \$98,500.00 \$9,850.00 \$98,500.00 63.29% \$57,121.00 9 Finishes \$243,050.00 \$0.00 \$243,050.00 \$0.00 0.00% \$0.00 10 Specialties \$96,003.00 \$14,400.00 \$14,400.00 15.00% \$81,603.00 \$1,440.00 11 Equipment \$207.013.00 \$103,500.00 \$18,000.00 \$103,500.00 50.00% \$103,513.00 \$10,350.00 Special Construction \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 15 Mechanical \$375,439.00 \$93,452.00 \$40,000.00 \$133,452,00 35.55% \$241,987,00 \$13,345,20 16 Electrical \$159,773.00 \$138,500.00 \$138,500.00 86.69% \$21,273.00 \$13,850.00 Change Order #1 \$6.934.00 \$6.934.00 \$6,934.00 100.00% \$0.00 \$693.40 Change Order #2 \$7,227.00 \$7,227.00 \$7,227.00 100.00% \$0.00 \$722.70 Change Order #3 \$9,720.00 \$9,720.00 \$972.00 \$9,720.00 100.00% \$0.00 Change Order #4 \$9,460.00 \$9,460.00 \$946.00 \$9,460.00 100.00% \$0.00 Change Order #5 \$1,119.00 \$1,119.00 100.00% \$0.00 \$111.90 \$1,119.00 Change Order #6 \$1,468.00 \$1,468.00 \$1,468.00 100.00% \$0.00 \$146.80 Change Order #7 \$39,028,00 \$39,028.00 \$39,028.00 100.00% \$3,902.80 \$0.00 Change Order #8 \$944.70 \$944.70 \$944.70 100.00% \$0.00 \$94.47 Change Order #9 \$1,300,00 \$1,300.00 \$1,300,00 100.00% \$0.00 \$130.00 Change Order #10 \$17,362,00 \$0.00 \$17.362.00 100.00% \$1,736,20 \$17,362.00 \$0.00 Change Order #11 1900.00 \$0.00 1900.00 1900.00 100.00% \$0.00 \$190.00 Change Order #12 48775.00 \$0.00 48775.00 48775.00 100.00% \$0.00 \$4,877.50 Change Order #13 3020.00 \$0.00 3020.00 3020.00 100.00% \$0.00 \$302.00 Change Order #14 7403.00 \$0.00 7403.00 7403.00 \$740.30 100.00% \$0.00 Change Order #15 21127.19 \$0.00 21127.19 21127.19 100.00% \$0.00 \$2,112,72 Change Order #16 353.0d \$0.00 353.00 353.00 100.00% \$0.00 \$35.30 \$2,400,064.89 \$1.136.139.80 \$216,140.19 \$1,334,279.99 / \$1,065,784.90 \$133,428.00

01 February 2022

Mr. Aaron Church Rowan County Manager 130 West Innes Street Salisbury, Rowan County, North Carolina 28144

RE: Nina Dix Dog Adoption Center

1465 Julian Road, Salisbury, Rowan County

Summary of Change Orders 10-16

Mr. Aaron Church:

The following is a summary list of Change Orders submitted for Board approval. Descriptions are included.

: Change Order No. 10 – Metal Roof Panel

This ADD reflects an increase in product cost from the initial budget quote to when it was ordered.

DATE: 07JAN2022 COST: \$17,362.00

: Change Order No. 11 – Millwork changes

This ADD reflects a change in material used to protect walls in the Visit rooms.

DATE: 16NOV2021 COST: \$1,900.00

: Change Order No. 12 – Roof insulation

This ADD reflects an increase in product cost from the initial budget quote to when it was ordered.

DATE: 07JAN2022 COST: \$48,775.00

: Change Order No. 13 – Rebar

This ADD reflects an increase in product cost from the initial budget quote to when it was ordered.

DATE: 07JAN2022 COST: \$3,020.00

: Change Order No. 14 – Metal ceiling grid

This ADD reflects an increase in product cost from the initial budget quote to when it was ordered.

DATE: 10JAN2022 COST: \$7,403.00

: Change Order No. 15 - Hat channel

This ADD reflects an increase in product cost from the initial budget quote to when it was ordered.

DATE: 07JAN2022 COST: \$21,127.19 : Change Order No. 16 – Change in door swing This ADD reflects the change in door frame to provide an opposite swing.

DATE: 30NOV2021 COST: \$353.00

Thank you in advance for your time and attention. Respectfully submitted,

Jon E. Palmer, AIA, NCARB

JP+A Architect, PLLC 341 Richmond Road

Salisbury, North Carolina 28144

CC:

Project File



architecture

planning

interiors

February 8, 2022

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

Re: Rowan County Dog Adoption Center
Review of Contractor's Payment Application #8 (attached)

Mr. Church,

Based on my visit to the construction site, review of the Payment Application (received 2/2/22, the following are my findings:

Date of Payment Application and Schedule of Values: 1/26/2022 Date of Site Visit: 2/07/2022

- 1. I received Payment Application #8 and the Schedule of Values (both attached), on 2/2/22.
- 2. This payment application includes 7 new change orders for an additional \$99,940.19. If the change orders are approved, the new total contract sum shall be \$2,400,064.89.
- 3. Completion amount claimed this period is \$216,140.19 for a total work completion claim of \$1,334,279.99.
- 4. The total 10% retainage amount is \$133,428.00.
- 5. The total value earned minus retainage is \$1,200,851.99.
- 6. Less previous certificates for payment totaling \$1,022,525.82.
- 7. Total due this period including change orders is \$176,140.19.
- 8. Based on my observations on the site, I concur with the claimed completion values and stored materials. I recommend approval of this payment application.

Sincerely,

ADW Architects, p.a.

Robert J. Lauer, Jr. AlA Managing Principal

Cc: Chris Bradshaw - CSB Jon Palmer - JPA

DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR PAGE ONE OF TWO PAGES January 1,2021 1/26/2022 CONTRACT DATE: APPLICATION NO: PROJECT NO: **ARCHITECT'S** PERIOD TO: DACARIBOCUMENT G702 516 South Salisbury Ave Salisbury, NC 28147 Spencer, NC 28159 11,786 sq ft bldg JP + Architects APPLICATION AND CERTIFICATE FOR PAYMENT VIA (ARCHITECT): C.S. Bradshaw Construction RCAS Dog Adoption Center TO(OWNER) Shelter Guardlans of Rowan County Salisbury, NC 28144 P.O. Box 1086 Salisbury, NC 28145 PO Box 1934 FROM (CONTRACTOR): CONTRACT FOR:

Application is made for Payment, as shown below, in connection with the Contract.

MENT continuation Sheet, AIA Document G703, is attached.	2. Net change by Change Orders	3. CONTRACT SUM TO DATE(Line 1+2)	4. TOTAL COMPLETED & STORED TO DATE \$ 1,334,279,99	(Column G on G703)	ADDITIONS 5. RETAINAGE:	a_10_% of Completed Work \$ 133,428.00	(Column D+E on G703)	b. 10 % of Stored Material \$	(Column F on G703)	Total Retainage (line 5a + 5b or	\$99,940.19 / Total in Column 1 of G 703)	6. TOTAL EARNED LESS RETAINAGE \$ 1,200,851.99 /	(Line 4 less Line 5 total)	thas been 7. LESS PREVIOUS CERTIFICATES FOR	ts have been \$ 1,022,525.82 /	ಪ %	6	(line 3 less Line 6)	State of: NC County of: Rowen	Subscribed and swom to before me this 25th day January 2022	My Commission Expires: 7, 12/9/2022			dons and the (attache explaination if amount certified differs from the amount applied for.) ************************************	
CONTRACTOR'S APPLICATION FOR PAYMENT	CHANGE ORDERS APPROVED IN #1-#9 2. Net charg	PREVIOUS MONTHS BY OWNER 7/8/2021 and 12/7/2021 SOUTRA		APPROVED THIS MONTH (Column	ည်	Chg #10 17362.00 Chg #15 21,127.19	Chg #11 1900.00 Chg #16 353.00 Colur	Chg #12 48775.00 b. 10 9	3020.00	Chg #14 7403.00 Total Reta	, 61.046,968		The undersigned Contractor cerefies that to the best of the Contractor's knowbulge,	information and belief the Work covered by this Application for Payment has been 7. LESS PF	Ę	ರ	6	herein is now due. (line 3	State of:	CONTRACTOR Subscribed		By: Value Date: 1/20/22	ABCHITECT'S CERTIFICATE EOR DAYMENT	the	best of the Architect's knowledge, information and belief th Work has progressed as

ARCHITECT'S CERTIFICATE FOR PAYMENT

Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract. Page 1 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Jon E. Palmer Date: By:

	_	RETAINAGE (C-G)	\$4.450.00		\$6,905.60	69	\$18,0		\$320.00	9'6\$			\$10,3			\$13,850.00		\$693.40	\$722.70	\$972.00				£3			\$3	_	↔		\$740.30	_
8 172022 17 1/2022	Ξ	BALANCE TO FINISH	\$32,123,00	\$70,603,00	\$43,513.00	\$0.00	\$126,357.90	\$3,693.00	\$40,948.00	\$57,121.00	\$243,050.00	\$81,603.00	\$103,513.00	\$0.00	\$241,987.00	\$21,273.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00.03
ON NUMBER: ATION DATE: PERIOD.TO: PROJECT NO:		(G/C)	58.08%	40.97%	61.35%	100.00%	28.80%	0.00%	7.25%	63.29%	0.00%	15.00%	20.00%	2	35.55%	86.69%		100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
APPLICATION NUMBER: APPLICATION DATE: PERIOD: 70: ARCHITECT'S PROJECT NO:	Ø	TOTAL COMPLETED AND STORED TO DATE	\$44.600.00	\$49,000.00	\$69,056.00	\$322,662.00	\$180,369.10	\$0.00	\$3,200.00	\$98,500.00	\$0.00	\$14,400.00	\$103,500.00	\$0.00	\$133,452.00	\$138,500.00		\$6,934.00	\$7,227.00	\$9,720.00	\$9,460.00	\$1,119.00	\$1,468.00	\$39,028.00	\$944.70	84,300.00	\$17,362.00	1900.00	48775.00	3020.00	7403.00	353.00
	ш	MATERIALS PRESENTLY STORED (NOT IN	CONE				_						_	_			•												_	. ,		_
grining	ш	PLETED THIS PERIOD				-	\$65,000.00		\$3,200.00				\$18,000.000		440,000.00												\$17,362.00	1900.00	48775.00	3020.00	7403.00	353.00
CERTIFICATE FOR PAYMENT, containing XI. to the nearest dollar. e retainage for line items may apply.	D	WORK COMPLETED FROM PREVIOUS THIS P APPLICATION (D+E)	\$44.500.00	\$49,000.00	\$69,056.00	\$322,662.00	\$125,369.10	\$0.00	\$0.00	\$98,500.00	\$0.00	\$14,400.00	\$103,560,00	\$0.00 450 00	\$32,45Z.UU	\$138,500.00		\$6,934.00	\$7,227.00	\$9,720.00	\$9,460.00	\$1,119.00	\$1,468.00	\$39,028.00	\$944.70	\$1,300.00	\$0.00	\$0.00	\$0.00	20.00	\$0.00	20.00
AND CERTIFICATE ached. set to the nearest dol riable retainage for Ili	υ υ	SCHEDULED WORK	\$76,623.00	\$119,603.00	\$112,569.00	\$322,662.00	\$306,727.00	83,693.00	\$44,148.00	\$155,621.00	\$243,050.00	\$96,003.00	\$207,013.00	40.00 40.00	\$375,438.UU	\$159,773.00	-	\$6,934.00	\$7,227.00	\$9,720.00	\$9,460.00	\$1,119.00	\$1,468.00	\$39,028.00	\$944.70	\$1,300.00	\$17,362.00	1900.00	48775.00	3020.00	7403.00	353.00
AIADocument G702, APPLICATION AND CERTIFICATE FOR PAYMENT, ∞ Contractor's signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line terms may apply.	В	DESCRIPTION OF WORK	General Conditions	Site work	Concrete	Masonry	Metals	Wood & Plastics	Termal & Moisture	Doors and Windows	FINISHES	Specialnes	Equipment	Special Construction	Mechanical	Electrical		Change Order #1	Change Order #2	Change Order #3	Change Order #4	Change Order #5	Change Order #6	Change Order #7	Change Order #8	Change Order #9	Change Order #10	Change Order #11	Change Order #12	Change Order #13	Change Order #14	Change Order #16
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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: Sheriff's Office and Finance Department

DATE: February 16, 2022

SUBJECT: NC Department of Public Safety Grant - Sheriff's Office

Please see the attached Grant Agreement between the North Carolina Department of Public Safety and Rowan County Sheriff's Department to be used for expenses incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105).

Please consider accepting the North Carolina Department of Public Safety Grant, Agreement # Name 2021-2023 in the amount not to exceed \$84,269.66 to be used by the Rowan County Sheriff's Department for expenses incurred in enforcing the law and authorize the County Manager to sign the agreement.

ATTACHMENTS:

DescriptionUpload DateTypeNC Department of Public Safety Grant2/16/2022Backup Material

North Carolina Department of Public Safety Agreement # Name 2021-2023 Rowan County Sheriff's Office

This Agreement is hereby entered into by and between the Department of Public Safety (the "AGENCY") and the Rowan County Sheriff's Office (the "RECIPIENT") (referred to collectively as the "Parties"). The RECIPIENT's federal tax identification number is 566000336.

1. EFFECTIVE TERM

This agreement shall be effective starting November 18, 2021 and this agreement shall terminate on June 30, 2023.

2. RECIPIENT'S DUTIES

The RECIPIENT shall provide the services as described below:

The RECIPIENT is authorized to use funds by this agreement for expense incurred in enforcing the law as directed by the NC General Assembly in Session Law 2021-180 (House Bill-105).

The RECIPIENT's scope of work is a complete and concise scope of goods or services supported by this agreement and consistent with language in Session Law 2021-180.

The RECIPIENT agrees to use the funds provided to sheriff's office pursuant to Section 19A.3.(c) shall be a supplemental to and shall not supplant local funding for sheriff's office.

The RECIPIENT agrees to use the funds in the amounts allocated for the budget cost items set forth in the RECIPIENT's Budget. RECIPIENT may reallocate and/or redistribute among budgeted items up to 10% in overall budget costs without the express written permission of the AGENCY. RECIPIENT agrees that it will not reallocate and/or redistribute any overall budget costs that will exceed 10% on any annual basis without first obtaining the express authorization of the AGENCY in writing.

The RECIPIENT understands and acknowledges that total funding level available under this agreement will not exceed \$84,269.66. Attachment A provides scope of work and payment amounts to be paid to RECIPIENT. RECIPIENT agrees to complete all sections of the Quarterly or Periodic Status Report & Accounting (Attachment B) following each quarter, and provide all supporting documentation when the quarterly Accounting is submitted.

The RECIPIENT shall provide the following: W-9/Electronic Payment/Vendor Verification form (09 NCAC 03M.002), Conflict of Interest Statement (N.C.G.S. 143C- 6-23.(b)). and No Overdue Tax Debt Certification (N.C.G.S. 143C-6-23.(c)) to the Agency.

Pursuant to N.C.G.S 143C-6-8, the RECIPIENT understands and agrees that agreement funding shall be subject to the availability of appropriated funds. However, in the event of agreement termination due to lack of adequate appropriated funds, the AGENCY will ensure that it will pay for services and goods acquired and obligated on or before the notice of agreement termination.

Directed grants to nonprofit organizations are for nonsectarian, nonreligious purposes only (S.L. 2021-180, Sec. 5.2 (b)5). State funds for any one employee of a nonprofit are capped at \$120,000.00 (S.L. 2021-180, Sec. 5.3). Funds shall not revert until June 30, 2023 (S.L. 2021-180, Sec. 5.2).

The RECIPIENT understands and acknowledges required compliance with all statutory provisions outlined in N.C.G.S. 143C-6-22 Use of State funds by non-State and 09 NCAC 03M .0205, Minimum Reporting Requirements for Recipients and Subrecepients.

AGENCY'S DUTIES & PAYMENT PROVISIONS

The AGENCY shall ensure that funds allocated and disbursed per State Budget Director, Charles Perusse, comply with the intent and guidance from the Office of State Budget & Management and ensure compliance with related state statutes and financial management standards.

The AGENCY shall pay the RECIPIENT a total not to exceed \$84,269.66. The appropriation shall be distributed in one payment from North Carolina General Fund for \$84,269.66 and submit to the AGENCY all required documentation. Once the AGENCY is satisfied that the RECIPIENT has provided all the required documentation, the requested distributions can be processed for payment. The distributions of funds will be coded to 536613 1100-1170.

3. QUARTERLY STATUS REPORTING

The RECIPIENT agrees to provide quarterly, or 90-day project status reports to be sent electronically from the RECIPIENT to the AGENCY and shall at a minimum include:

- a. Period stating beginning balance of the Project Fund.
 - i. Total expenses disbursed (aggregate totals) by the following project uses:
 - a. Employee Expenses (e.g program related staffing).
 - b. Service and Contract expenses (e.g. utilities, telephone, data, lease related expenses).
 - c. Goods (e.g. supplies and equipment) expenses.
 - d. Administration Expenses (e.g overhead & project management).
 - e. Other expenses (e.g. related charges not assigned above and described by recipient).
 - ii. Period ending balance of the RECIPIENT funding disbursed pursuant to this agreement.
 - iii. A descriptive summary of how the funds were used including outcomes and specific deliverables or accomplishments to date

ATTACHMENT B is a copy of the quarterly status tracking report.

b. Quarterly project status reports shall be emailed to Nancy Gemma; <u>nancy.gemma@ncdps.gov</u>

4. FUNDS MANAGEMENT

The RECIPIENT agrees that funds paid through this contract shall be accounted for in a separate fund and accounting structure within the RECIPIENT's central—accounting—and—grant—management—system.—The RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with this funding allocations described in Section 3—above.—Expenditures for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be eligible under this Contract. If eligible, the Recipient and all subrecipients—shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to N.C.G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

5. AGREEMENT ADMINISTRATORS

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For the AGENCY									
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS								
Tara Williams-Brown, Controller NC Department of Public Safety 4220 Mail Service Center Raleigh, NC 27699-4220	Tara Williams-Brown, Controller NC Department of Public Safety 2020 Yonkers Road Raleigh, NC 27604								
Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov	Telephone: 919-324-1409 Fax: 919-324-6240 Email: tara.williams-brown@ncdps.gov								

For the RECIPIENT								
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS							
Aaron Church, County Manager								
James M. Howden, Finance Officer								
Rowan County								
130 W. Innes Street								
Salisbury, NC 28144								
Telephone: 704-216-8178 Fax: 704-642-2021 Email: aaron.church@rowancountync.gov								
Email: james.howden@rowancountync.gov								

6. MONITORING AND AUDITING

The RECIPIENT acknowledges and agrees that, from and after the date of execution of this Agreement and for five (5) years following its termination, the books, records, documents and facilities of the RECIPIENT are subject to being audited, inspected and monitored at any time by the AGENCY upon its request (whether in writing or otherwise). The RECIPIENT further agrees to provide AGENCY staff and staff of the Office of State Auditor with access to financial and accounting records to support internal audit, financial reporting and related requirements.

The RECIPIENT acknowledges and agrees that, regarding the grant funds, it will be subject to the audit and reporting requirements prescribed in N.C.G.S. 159-34, Local Government Finance Act – Annual Independent

Audit, rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of grant funding received by the RECIPIENT and are subject to change.

7. TAXES

The RECIPIENT shall be considered to be an independent RECIPIENT and as such shall be responsible for all taxes. The RECIPIENT agrees to provide the AGENCY with the RECIPIENT'S correct taxpayer identification number upon the execution of this Agreement. The RECIPIENT agrees that failure to provide the AGENCY with a correct taxpayer identification number authorizes the AGENCY to withhold any amount due and payable under this Agreement.

8. SITUS

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

9. SUBCONTRACTING AND ASSIGNMENT

The RECIPIENT agrees that by assigning or subcontracting any work related to the contract to a subcontractor or SUB-RECIPIENT, that such entities shall comply with the following:

- (a) The RECIPIENT or SUB-RECIPIENT is not relieved of any of the duties and responsibilities of the original contract; and
- (b) The SUB-RECIPIENT agrees to abide by the standards contained in this contract and to shall provide all information to allow the RECIPIENT to comply with these standards.

RECIPIENT agrees that all SUB-RECIPIENTS to this agreement shall comply with the following provisions of the North Carolina Administrative Code: "09 NCAC 03M .0203 SUB-RECIPIENT RESPONSIBILITIES."

10. ADVERTISING

RECIPIENT agrees not to use the existence of this contract, the name of the AGENCY, the or the name of the State of North Carolina as part of any commercial advertising, without prior written approval of the AGENCY.

11. COMPLIANCE WITH LAW

The RECIPIENT shall remain an independent RECIPIENT and as such shall be wholly responsible for the scope of work to be performed under this Agreement and for the supervision of his employees and assistants. The RECIPIENT represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the AGENCY. The RECIPIENT shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of his business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction.

The Recipient acknowledges and agrees that, in its conduct under this Contract and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200. The Recipient further acknowledges and agrees that, if it grants any of the grant funds awarded hereunder to one or more sub-recipients or sub-sub-recipients, the Recipient shall, by contract, ensure that said cost principles are made applicable to and binding upon any and all such sub-recipients, sub-sub-recipients, etc. in their handling, use and expenditure of the funds awarded to the Recipient hereunder.

12. TERMINATION OF AGREEMENT

This agreement may be terminated by mutual consent upon sixty (60) days written notice to the other party, or as otherwise provided by law. As soon as reasonably possible following termination of this agreement, the amount of any residual unexpended funds shall be transferred to the AGENCY.

13. AMENDMENTS

This Agreement may be amended in writing which documents approval of changes by both the AGENCY and the RECIPIENT.

14. AGREEMENT CLOSE-OUT PROCESS

The RECIPIENT agrees to submit to the AGENCY a complete performance and expenditure status report (final report) within ninety (90) days after expiration of this agreement June 30, 2023:

- 1) A complete accounting of how the appropriated funds were used;
- 2) A complete performance status report; and
- 3) A Certification stating the funds were used for the purpose appropriated (AGENCY will supply template).

The above noted reports shall include RECIPIENT and SUB-RECIPIENT reporting information related to the above noted quantitative results and accomplishments. RECIPIENT and any SUB-RECIPIENTS agree that all program activity results information reported shall be subject to review and authentication as described in Paragraph 7 and RECIPIENT will provide access to work papers, receipts, invoices and reporting records, if requested by the AGENCY, as the AGENCY executes any audit internal audit responsibilities.

RECIPIENT will be deemed noncompliant if its final report is not submitted within the 90-day period stated above. Once the complete final performance and financial status report package has been received and evaluated by the AGENCY, the RECIPIENT will receive official notification of agreement close-out. The letter will inform the RECIPIENT that the AGENCY is officially closing the agreement and retaining all agreement files and related material for a period of five (5) years or until all audit exceptions have been resolved, whichever is longer.

15. AUTHORIZED SIGNATURE WARRANTY

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. **In Witness Whereof,** the RECIPIENT and the AGENCY have executed this Agreement in duplicate originals, with one original being retained by each party.

ROWAN COUNTY

Signature	Date	
Aaron Church	County Manager	
Printed Name	Title	

NC DEPARTMENT OF PUBLIC SAFETY

Signature	Date	
Tara Williams-Brown	Controller	
Printed Name	Title	

ROWAN COUNTY A COUNTY COMMITTED TO EXCELLENCE



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

MEMO TO COMMISSIONERS:

FROM: Shane Stewart on behalf of Aaron Poplin

DATE: 2/11/2022

SUBJECT: Quasi-Judicial Hearing for SUP 02-22

Deborah Wright is requesting a Special Use Permit to accommodate both an Event Center and rental Cabins on her property located at 3425 Organ Church Rd further identified as Tax Parcel 378 043. Both of these uses require SUPs in the RA district and both have special requirements associated with them.

Procedural Process

- Sworn oath for those testifying
- Receive staff report
- Petitioner comments
- Public comments
- Close hearing and discuss
- Three (3) separate motions to adopt findings of fact
- Motion to approve/deny/table SUP 02-22

ATTACHMENTS:

Description	Upload Date	Type
Chairman Speech	2/10/2022	Cover Memo
Staff Report	2/10/2022	Cover Memo
GIS Map	2/15/2022	Cover Memo
application	2/10/2022	Cover Memo
Site Plan	2/15/2022	Cover Memo

SUP 02-22 CHAIRMAN'S SPEECH

The hearing for consideration of SUP 02-22 is now in session and will focus on an application submitted by Deborah Wright to accommodate both an Event Center and rental cabins on her property located at 3425 Organ Church Rd further identified as Tax Parcel 378 043.

If you feel that any member of the Board may have a conflict of interest in hearing the case, please address the Board now prior to any testimony or information being presented.

When the Board enters into deliberations to decide the case, no further testimony may be presented. The Board will render one of the following three decisions:

- 1. Approve the permit as requested or with additional conditions;
- 2. Continue the request; or
- 3. Deny the request.

All parties who plan to testify in this case may come forward and be sworn in. Those who testify must state their name and address at the podium for the benefit of the Board's Clerk. All material presented must be given to the Clerk and will become part of the record. This Board can only accept **sworn** testimony. **No** hearsay evidence is admissible.

Shane Stewart will present the case for the County.

DEPARTMENT OF PLANNING & DEVELOPMENT

DATE: 02/11/2022

STAFF CONTACT: AARON POPLIN

SPECIAL USE PERMIT: SUP 02-22



REQUEST USE: Event Center

and Cabins

PARCEL ID: 378 043

ZONING DISTRICT: RA

LOCATION: 3425 Organ Church Rd Rockwell NC

28138

ACERAGE: 9.94

CURRENT LAND USE: Single

Family Dwelling

OWNER: Deborah Wright

APPLICANT: Deborah

Wright

REQUEST

Deborah Wright is requesting a Special Use Permit to accommodate both an Event Center and rental Cabins on her property located at 3425 Organ Church Rd further identified as Tax Parcel 378 043. Both of these uses require SUPs in the RA district and both have special requirements associated with them.

SPECIAL USE CRITERIA

Event Center Details:

The event center will be a 2,400 Sq Ft barn shaped building accompanied by a 672 Sq Ft pavilion and 667 Sq Ft Bridal Suite. The event center would primarily be for weddings, but the owner has stated that other events could take place on the site and has given a list of potential events that could be booked. Such other events ranged from:

- private celebrations such as birthday parties and reunions.
- Small classes of 7-12 people for things such as crafting and homesteading.
- Public festivals.
- Vendor fairs.
- Kids educational programs.

Most of these uses would utilizes the facilities within the gravel access drive with a few of them utilizing the facilities within the existing fenced in area and barn.

Event Center Special Use Requirements SEC 21-60 (17)

- Minimum Lot Size: The minimum lot size shall be five (5) acres. The property is 9.94 acres.
- <u>Public Road Frontage</u>: The event center property is required to have at least thirty-five feet (35) feet of frontage on a publicly maintained road. **The property has 104' of road frontage on Organ Church Rd SR 1006.**
- <u>Setbacks:</u> All operational areas, less the driveway, shall be a minimum of one hundred (100) feet from property lines. All operational areas meet the 100' setback requirement.
- Parking: Adequate off-street parking shall be provided for all attendees. Event centers
 have a parking formula of 1 space per employee on largest shift + 1 space per 200 Sq
 Ft of meeting area. Using this formula the minimum required spaces is 28 spaces. The
 site has 33 permanent gravel spaces and a grass overflow parking area.
- <u>Lighting:</u> Lighting shall be located and designed to prevent light from directly shining on adjacent residential property. The site plan calls for lighting to be designed and located in a manor to meet these standards. The event center is surrounded on three sides by planted vegetation. The closest residence is screened with the required Type A buffer.
- <u>Noise</u>: Amplified sound is subject to Chapter 14 of the Rowan County Code of Ordinances. The applicant is aware that they must comply with the requirements of the Noise Ordinance.

Cabin Details:

Six cabins are being proposed on the site. Each cabin will be the same 632 Sq Ft design. The cabins are planned to be used in conjunction with the event center for events that may go over night; however, they would not be limited to only parties associated with the event center. Each cabin has its own individual parking space away from the parking that is associated with the event center.

Cabin Special Use Requirements SEC 21-60 (8)(b.)

- Minimum Lot Size: The minimum lot size is two (2) acres. The property is 9.94 acres.
- <u>Setbacks:</u> 50' front 30' side street, 20' side, 20' rear. **All operational areas meet the setback requirements.**

- <u>Density:</u> the minimum size of spaces shall be determined by the county health department. The applicant has had the soil evaluated and believes that the soil will support the six cabins on the site plan. The Rowan County Environmental health department has not confirmed if the site can support all the cabins.
- Interior drives. Interior drives shall be a minimum of eighteen (18) feet compacted gravel six (6) inches thick. "Hammerhead" style turnarounds or suitable alternative shall be provided at the terminus of all interior roads subject to inspection and approval by the Rowan County Fire Marshal. Each internal road shall have a road name and addresses for each site or space displayed, regardless of occupancy, in accordance with provisions of chapter 19.5 of the Rowan County Code of Ordinances. The interior drives around the cabin are 20' compacted gravel and the Fire Marshal has approved they design.
- Parking. No parking will be allowed on public streets. Off-street parking and loading space shall be provided in sufficient quantity to accommodate all parking and loading on-site. At a minimum, one (1) parking space per space or unit shall be provided. Each cabin has one provided parking space. The cabin parking is separate from the parking for the event center.
- <u>Screening and buffering</u>. Land uses in this category shall be considered a group 2 use and shall be screened accordingly. A Type A buffer is provided along the property line with parcel 378 091 to meet this requirement.

EVALUATION CRITERIA

All Special Use Permits must be able to demonstrate that they will meet all six (6) of the evaluation criteria.

- 1. Adequate transportation access to the site exists. The site will access Organ Church Rd. using Doublethumb Rd which is a privately maintained gravel road. The applicant has not received a commercial driveway permit for this access yet; however, emails with the NC DOT indicate that they will be fine with that access point. As of this report county staff have not received any documentation showing that the applicant has reached an agreement with the parties that have ownership of the drive to allow them to use it for their access. The applicant has indicated in both email and on the site plan that they will get such approval prior to pulling any permits.
- 2. The use will not significantly detract from the character of the surrounding area. The area around the site is comprised mostly of larger lots that are either in agricultural use or used for single family dwellings. The only uses on this stretch of Organ Church Rd. that don't fit this description are Countryside Acres 14 lot Mobile Home Park

approximately 1,800' south on Organ Church Rd., Dogwood hills 17 lot major subdivision approximately 4,500' north on Organ Church Rd., and The Landmark Infrastructure 60 acre solar farm approximately 4,800' north on Organ Church Rd.

- 3. <u>Hazardous safety conditions will not result.</u> Staff has not been made aware of any potential hazardous conditions.
- 4. The use will not generate significant noise, odor, glare, or dust.

Noise: The applicant is aware that they will have to comply with the county noise ordinance. The foliage being planted around the site should help mitigate any noise from the venue and cabins.

Oder: No excessive odor is predicted.

Glare: By meeting the special use lighting standards the site should not generate

excessive glare onto other properties.

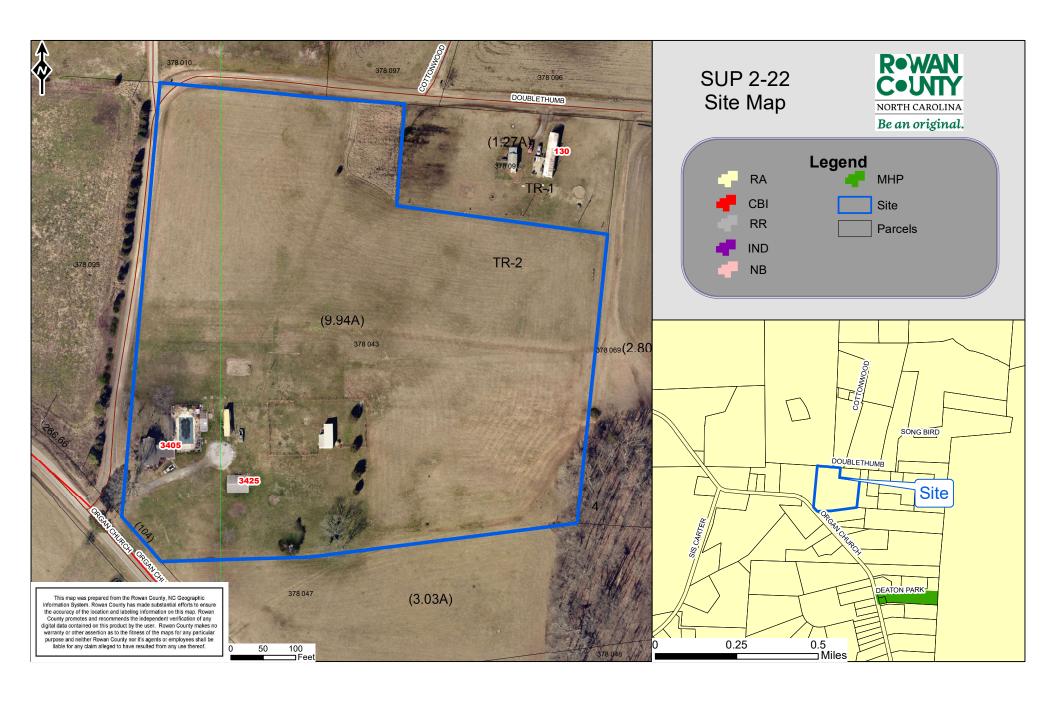
Dust: The driveway and parking areas will be gravel.

- 5. Excessive traffic or parking problems will not result. The proposed parking area meets both the parking requirements for the event center use and cabin use. Along with meeting the parking requirement there is a designated grass overflow lot on site.
- 6. <u>Use will not create significant visual impacts for adjoining properties or passersby.</u> There is only one house within 200' of the use. The house will be screened with a type A vegetative buffer as required per the Zoning Ordinance. The facilities themselves meet the 100' required setbacks and are approximately 400' off of Organ Church Rd.

STAFF COMMENTS

The primary concern from Planning Staff is the access off of Doublethumb Rd. As mentioned earlier in the report Event Centers have the Special Use Requirement of 35' of road frontage on a state maintained road. While this site does have over 35' of state maintained road frontage, it does not use Organ Church Rd. for its access. The Zoning Ordinance has road frontage requirements to ensure that certain uses can access off of a road maintained by the state. It's staff's opinion that requiring road frontage for a use implies that access for that use must come from that road frontage. Staff informed the applicant multiple times that the access may be a point of contention during the Quasi-Judicial hearing and could potentially be used as grounds for denial of the application. Given this information the applicant decided to continue the request with Doubblethumb Rd as the access point, and have the Board of Commissioners decide if they still meet the Special Use Standards without using the road frontage on Organ Church Rd as their access point.

The applicant was informed that they should get a Commercial Driveway permit from the NCDOT and get a perk test preformed by the County Environmental Health Department. These are typically preformed prior to bringing the application to Board of Commissioners since the site plan may need to be altered in order to meet their requirements, and these potential alterations likely would require retuning the Board for an amendment to the Special Use Permit. After being informed of the risk of potentially needing to amend the Special Use Permit the applicant decided they would prefer getting approval from the Board prior to obtaining a perk test or Commercial Driveway Permit.



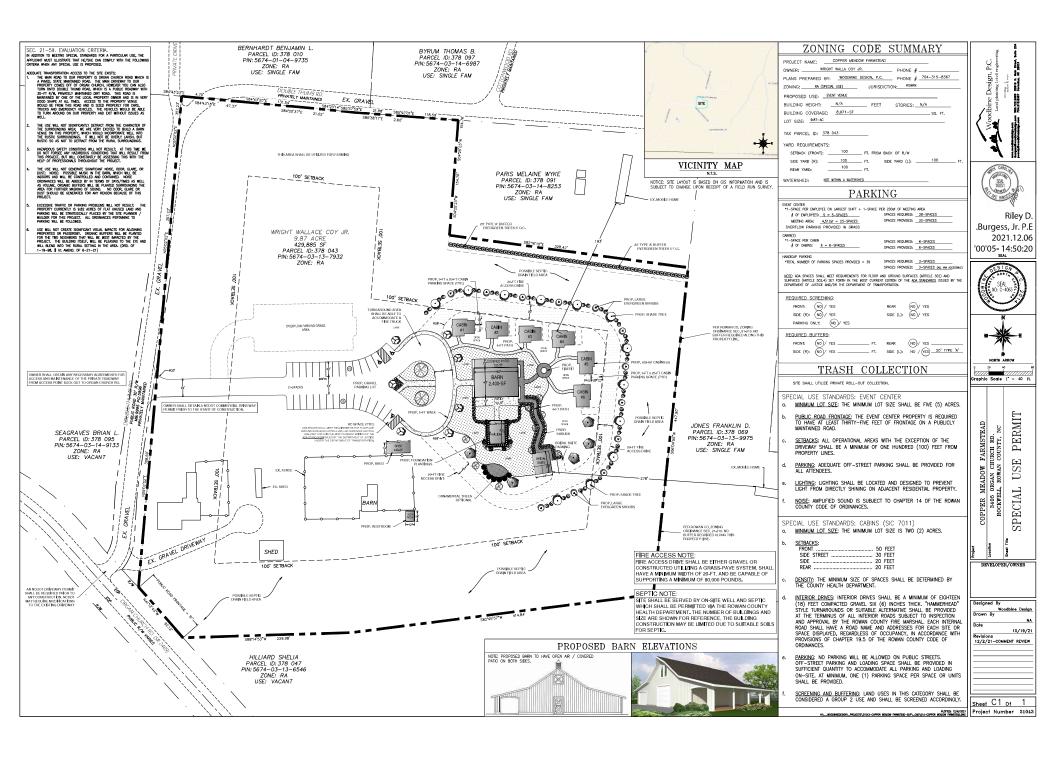


Rowan County Department of Planning & Development 402 N. Main Street Ste 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	SUP	
Date Filed		
Received By		
Amount Paid	1	
Office Use Only		

SPECIAL USE PERMIT APPLICATION
OWNERSHIP INFORMATION:
Name: Debi Wright
Signature: Deborah Wright
Signature: Deborah Wright Phone: 704-723-1055 Email: coppermeadowfarmstead@gmail.com
Address: 3405 Organ Church Road Rockwell, NC 28138
A DDI TOTANIT / A CENIT DIFORMATION
APPLICANT / AGENT INFORMATION: Deborah Wright
Name: Deborah Wright
Signature: Deborah Wright Phone: 704-723-1055
Phone: 704-723-1055 Email: coppermeadowfarmstead@gmail.com
Address: 3405 Organ Church Road Rockwell, NC 28138
PROPERTY DETAILS:
Tax Parcel: 378043 Zoning District: RA
Date Acquired: 3/28/2019 Deed Reference: Book 1325 Page 203
Property Location: 3405 Organ Church Rd, Rockwell, NC
Size (sq. ft. or acres): 9.87-acres Street Frontage: 104
Current Land Use: Residential & Farming
Current Band Obc.
Surrounding Land Use: North Farm Land - Crop Rotation
South Pasture - Hay - Crop rotation
East Residential - Wooded - Soybean crop
Residential - Hay Field

PURPOSE & SECTION:
State purpose of special use permit:
For the purpose of agritourism, which may include various craft/homestead classes, celebrations, birthday parties, farm tours - would like to build a 40'x60' barn venue and 14'x28' classroom
Cite section(s) of Zoning Ordinance which permit is being requested:
21-60 (17) Event Center
A TETA CLUED DO CLU ATINTO
ATTACHED DOCUMENTS:
Applicant must a site plan based on information required in Section 21-52. Attached: Yes No
Applicant shall, at the time the application is made, present all the necessary evidence (maps,
drawings, statements, certifications, etc.) showing how the requirements of the applicable
sections of the Zoning Ordinance will be met.
OFFICIAL USE ONLY
1. Signature of Coordinator: 2. Board of Commissioners
Public Hearing:/ 3. Notifications Mailed:/ 4. Property Posted:



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: Amanda Whitaker, Grant Administrator

DATE: February 15, 2022

SUBJECT: Public Hearing to Closeout the CDBG-ED18-E 3052 Grant

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: Shane Stewart DATE: February 11, 2022

SUBJECT: SNIA 01-22: LaFlam Trust

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC on behalf of the Bryan and Michelle LaFlam Trust to construct a 14,000 sq.ft. building (including covered areas) for the storage of race cars and race car parts at the 300 Block of Pit Road. This 2.4 acre tract, referenced as Parcel ID 230-090, was previously subdivided into two (2) parcels one (1) of which was issued SNIA approval (SNIA 07-06) for 1.2 acres, which was never constructed. While these tracts have since been combined into one (1) parcel, this request would allocate an additional 1.2 acres to the 2.4 acre tract. (Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

This request meets all standards for approval.

ATTACHMENTS:

Upload Date	Type
2/11/2022	Exhibit
2/11/2022	Exhibit
2/11/2022	Exhibit
	2/11/2022 2/11/2022



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144 Phone: (704) 216-8588 – Fax: (704) 216-7986 www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Shane Stewart DATE: February 10, 2022

RE: SNIA 01-22; Brian & Michelle LaFlam Trust

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table SNIA 01-22

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC on behalf of the Bryan and Michelle LaFlam Trust to construct a 14,000 sq.ft. building (including covered areas) for the storage of race cars and race car parts at the 300 Block of Pit Road. This 2.4 acre tract, referenced as Parcel ID 230-090, was previously subdivided into two (2) parcels one (1) of which was issued SNIA approval (SNIA 07-06) for 1.2 acres, which was never constructed. While these tracts have since been combined into one (1) parcel, this request would allocate an additional 1.2 acres to the 2.4 acre tract. (Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant: Foley Home Sales, LLC Property Owner: LaFlam Trust

Location: 300 Block Pit Rd. Tax Parcel: 230-090

Zoning: IND Purpose: Store Race Cars and Parts

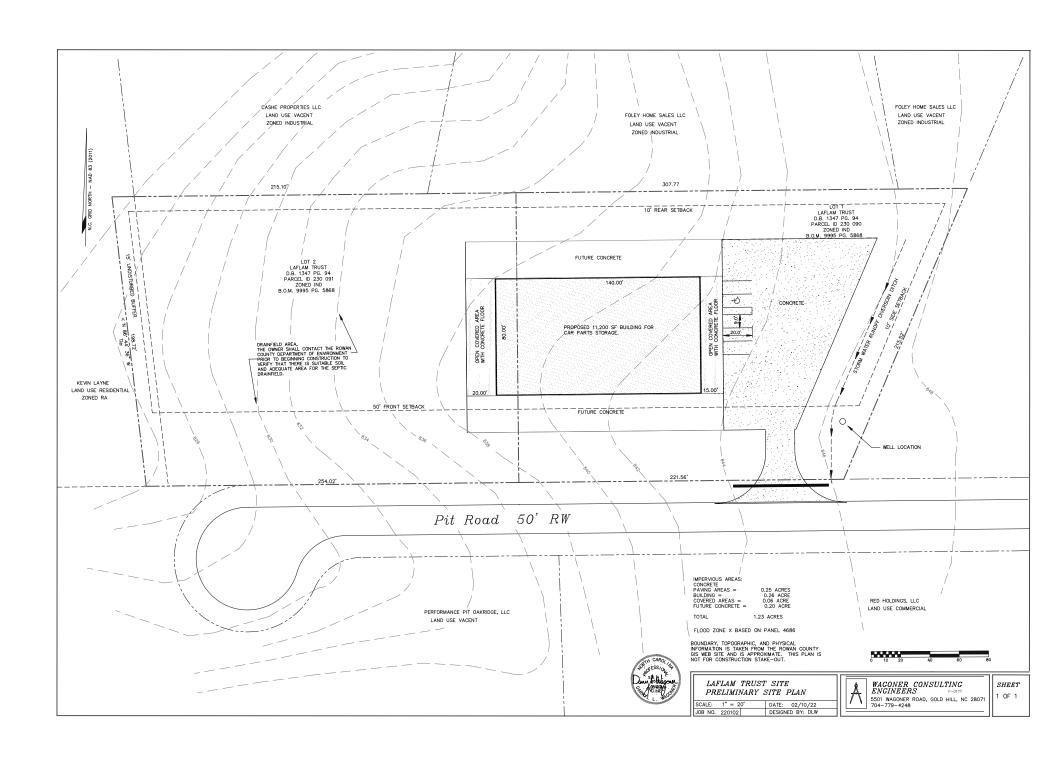
Watershed: WS II BW (Coddle Creek)

STAFF CALCULATIONS

Total lot area (less r/w): 104,544 sf
 Current total built upon area: 0 sf
 Proposed structure size: 14,000 sf

- Proposed other improvements: 19,602 sf (based on plan acreage)
- Total coverage after development: 33,602 sf (33% per plan)
- Allowable coverage by right: 12,545 sf (12%)
- Coddle Creek Watershed Acreage Total: 11,969 AC (10% = 1,196 AC)
- Acres approved for SNIA: 158.6 AC (.013% of 10%)
- Percentage removed from 10% allocation total: 13.2% of 100%

STAFF COMMENTS This request meets all standards for approval.





Rowan County Department of Planning & Development 402 N. Main Street Ste 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	SNIA	01-2	22	
Date Filed	1/3	1/22	_	
Received By	SA	5		
Amount Paid	# 200	000	100	site fla
Office	Use Onl	y ck	# 214	

SNIA-017314-2022 SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION = OWNERSHIP INFORMATION: Name: Bryan and Michelle LaFlam, Trust Signature: Phone: 602-697-1029 Email: blaflam730@gmail.com Address: 70 S. Val Vista Drive, Ste. A3-602, Gilbert, AZ 85296-1374 APPLICANT / AGENT INFORMATION: Name: Foley Home Sales, LLC Signature: Phone: 856-404-5379 Email: foley1301@gmail.com Address: 1075 Blue Spruce Drive, Mooresville, NC 28115 PROPERTY DETAILS: Tax Parcel: 230 090 Zoning District: _____ IND Location: Pit Road, Mooresville, NC 28115 Size (sq. ft. or acres): 2.4 Watershed: WSII BW Coddle Creek Current Land Use: Vacant List the current or proposed use of the property and a general description of what will be constructed under this application: Storage building for race car parts

Will there be land disturbing activity (grading of natural vegetation) of one acre or more of land
area because of the construction on the property? Yes No
Structures: Existing N/A sq.ft. Proposed 11200 sq.ft.
Other Impervious Coverage: Existing N/A sq.ft Proposed Ax 19, 602 sq.ft per plan
Structures: Existing N/A sq.ft. Proposed 11200 plus 2, 800 sf sq.ft. Other Impervious Coverage: Existing N/A sq.ft Proposed Apx 19, 602 sq.ft per plan Remaining Undeveloped Area: 70,942 sq.ft. 67 % of Property Stormer of twice and dealers are sq.ft.
Storage of toxic and/or hazardous material: Yes No
If Yes, a spill containment plan must submitted with application.
SITE PLAN:
Applicant must attach a site plan depicting information listed in Section 21-33 (2) and 21-52.
Attached: Yes No
I certify that the information provided in this application is correct and true to the information of the proposed development, and I am the owner, partner, officer of a corporation, or agent duly authorized to make this application and fully understand and agree to comply with all applicable laws of the Rowan County Zoning Ordinance.
Burn half
Signature 1-26-2022 Date of Application
DEFICIAL USE ONLY 2. Board of Commissioners Meeting: 2 / 2 / 22 3. Board of Commissioners Action: Approved Denied 4. Date Applicant Notified: /

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed F drawn to scale showing the	Protection Permits shall be accompanied by plans a following:	in duplicate and
	he appropriate classification. WS-II-BW, WS-III-ncluded within an SNIA Overlay Area.	-BW, WS-IV-PA
location o	mensions and acreage of the lot to be built upon an of any right of ways that may affect development of lot size (in square feet).	
and other areas included areas inclu	rate location and use of all existing and proposed be structures and location and size, in square feet, of uding parking and loading facilities. ent of the project that will be covered with an imperim acres, to be left natural	all built-upon
	rate location of all perennial streams and natural di he property on the site plan.	rainage
(e) Buffers. The location	on of all required buffer areas shown on a site plan	1.
Lot size less r/w & esmts. Allowable coverage by right Allowable coverage with 70% Existing coverage Pre-1994 coverage Building size	73, 180 Sf Undisturbed acreage O Watershed acres Apx 73, 180 Sf Undisturbed acreage Apx O Acres approved for SNIA	19,600 sf 33,600 sf 70,942 sf 9 AC 18.6AC 3%
Checked By: SAS	with covered accor Date: 2/10	122
Comments: SNIA (07-06 previously aprol for 1.0 constructed.	YAC,
and other areas inclusions areas inclusions. The percesurface. The area, (d) Streams / Rivers. The accurareas on the accuracy accurate accuracy accurate accuracy a	structures and location and size, in square feet, of uding parking and loading facilities. ent of the project that will be covered with an imperiment of the project that will	rainage 19,600 sf 33,600 sf 70,943 sf 9 AC 88,6AC

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: Shane Stewart DATE: February 11, 2022

SUBJECT: SNIA 02-22: Foley Home Sales, LLC

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 7,700 sq.ft. building on Lot 1 of Horsepower Park. Per property owner Doug Foley, the building will be used by a company that contracts with Duke Energy to inspect overhead power lines with a helicopter. The building will house their office needs, maintenance of the helicopter, and interior storage of the craft. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

This request meets all standards for approval.

ATTACHMENTS:

Description	Upload Date	Type
Staff Report	2/11/2022	Exhibit
Site Plan	2/11/2022	Exhibit
Application	2/11/2022	Exhibit



Rowan County Department of Planning & Development

402 North Main Street – Suite 204 – Salisbury, NC 28144
Phone: (704) 216-8588 – Fax: (704) 216-7986
www.rowancountync.gov/planning

MEMORANDUM

TO: Rowan County Board of Commissioners

FROM: Shane Stewart DATE: February 10, 2022

RE: SNIA 02-22; Foley Home Sales, LLC

BOARD OF COMMISSIONERS ACTION

☐ Receive staff report ☐ Approve / Deny / Table SNIA 02-22

Planning Staff received a Special Non-Residential Intensity Allocation (SNIA) request from Foley Home Sales, LLC to construct a 7,700 sq.ft. building on Lot 1 of Horsepower Park. Per property owner Doug Foley, the building will be used by a company that contracts with Duke Energy to inspect overhead power lines with a helicopter. The building will house their office needs, maintenance of the helicopter, and interior storage of the craft. Approving this request would allow the project to exceed the administrative allowance of 12% built-upon area (e.g. buildings, pavement, gravel) limitation requirement of the Coddle Creek watershed and allow up to seventy (70) percent built-upon area for the project. A total of 10% of the watershed acres may be removed from the 12% limitation and permit up to 70% built upon area.

Applicant: Doug Foley Property Owner: Foley Home Sales, LLC

Location: 120 Nitro Aly Tax Parcel: 230E-001

Zoning: IND Purpose: Maintenance Bld. for Helicopter

Watershed: WS II BW (Coddle Creek)

STAFF CALCULATIONS

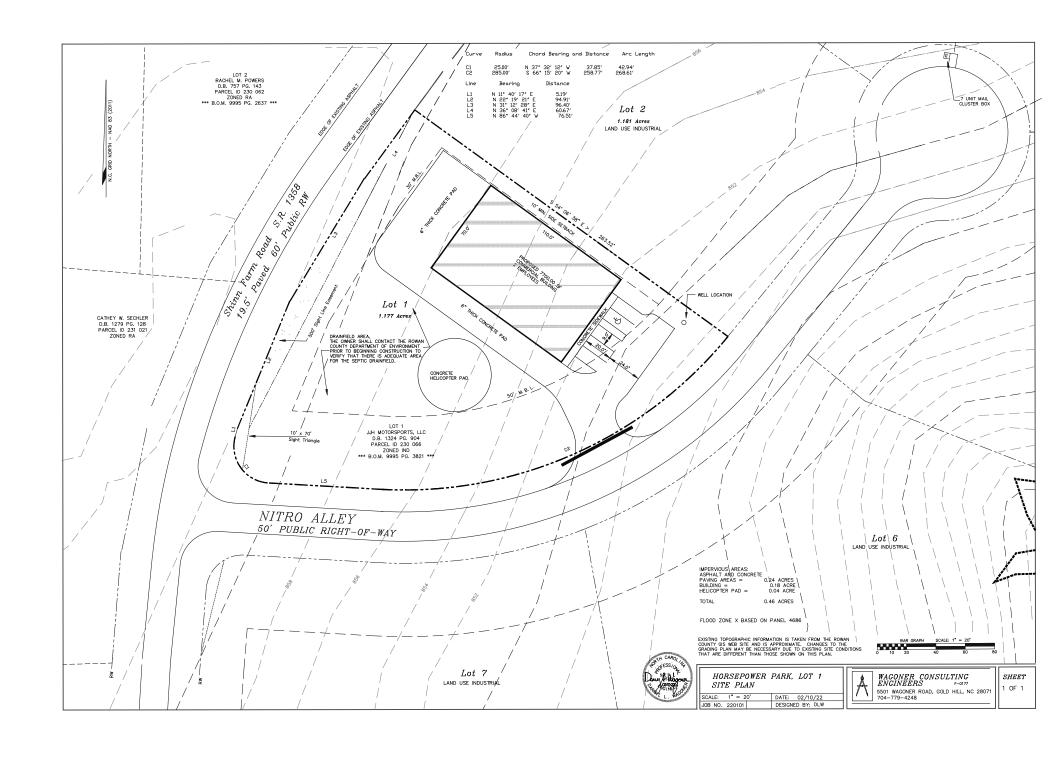
Total lot area (less r/w): 51,270 sf
 Current total built upon area: 0 sf
 Proposed structure size: 7,700 sf

Proposed other improvements: 12,197 sf (based on plan acreage)

■ Total coverage after development: 19,897 sf (39% per plan)

- Allowable coverage by right: 6,152 sf (12%)
- Coddle Creek Watershed Acreage Total: 11,969 AC (10% = 1,196 AC)
- Acres approved for SNIA: 158.6 AC (.013% of 10%)
- Percentage removed from 10% allocation total: 13.2% of 100%

STAFF COMMENTS This request meets all standards for approval.





Rowan County Department of Planning & Development 402 N. Main Street Ste 204 Salisbury, NC 28144 Phone (704) 216-8588 Fax (704) 638-3130 www.rowancountync.gov

Case #	SNIA Od	00
Date Filed	1/31/22	_
Received By	SAS	
Amount Paid	\$ 200 00	\$ 100 SNIA
		# 100 sitella

Office Use Only

SNIA-017315-2022

SNIK-01730 2022	
SPECIAL NON-RESIDENTIAL INTENSITY ALLOCATION ———	
OWNERSHIP INFORMATION:	
Name: Foley Home Sales, LLC	
Signature:	
Phone: 8560-404-5379 /Email: foley1301@gmail.com	
Address: 1075 Blue Spruce Drive, Mooresville, NC 28115	
APPLICANT / AGENT INFORMATION:	
Name: Doug Foley	
Signature: Joley)	
Phone: 856-404-5379 Email: foley1301@gmail.com	
Address: 1075 Blue Spruce Drive, Mooresville, NC 28115	
PROPERTY DETAILS:	
Tax Parcel: 230E-001 Zoning District: Ind	
Location: 120 Nitro Aly, Mooresville, NC 28115	
Size (sq. ft. or acres): 1.18 Watershed: X WSII RW Coddle Cree	ek
Current Land Use: vacant	
List the current or proposed use of the property and a general description of what will be constructed under this application:	
7700 Sq foot building - helicoptor repairs. There will be two full time employees for record keeping and light maintenance of helicoptor.	

Will there be land disturbing activity (grading of	natural vegetation) of one acre or more of land
area because of the construction on the property?	Yes No 🗸
Structures: Existing N/A sq.ft.	Proposed 7700 sq.ft.
Other Impervious Coverage: Existing N/A	sq.ft Proposed Apx 12,197 sq.ft per pla
Remaining Undeveloped Area: Apx 31,373	sq.ft. 6 % of Property
Storage of toxic and/or hazardous material: Yes	s No 🗸
If Yes, a spill containment plan must submitted	with application.
SITE PLAN:	
Applicant must attach a site plan depicting information	ation listed in Section 21-33 (2) and 21-52.
Attached: Yes No	
I certify that the information provided in this applie the proposed development, and I am the owner, parauthorized to make this application and fully under laws of the Rowan County Zoning Ordinance.	rtner, officer of a corporation, or agent duly
	1/12/2022
Signature	Date of Application
The state of the s	
OFFICIAL US	SE ONLY
. Signature of Coordinator:	2. Board of Commissioners
Meeting: $\frac{100000000000000000000000000000000000$	ion: Approved Denied 4. Date
Applicant Notified://	

STAFF CHECKLIST

Watershed Protection Permit Plan Checklist

Application for Watershed Protection Permits shall be accompanied by plans in duplicate and drawn to scale showing the following:

(a) Location of Project. WSII BW Identify the appropriate classification. WS-II-BW, WS-III-BW, WS-IV-PA Project included within an SNIA Overlay Area.					
location		eage of the lot to be buil ys that may affect develon feet).	1		
and other areas incl The perce surface.	structures and loouding parking and	use of all existing and procation and size, in squared loading facilities. That will be covered with a natural	e feet, of all built-upon		
	rate location of all he property on the	perennial streams and ne site plan.	natural drainage		
(e) Buffers. The location	on of all required	buffer areas shown on a	site plan.		
Lot size less r/w & esmts.	1.177 AC	Other coverage	An 12 1917 cf		
Allowable coverage by right	6.152 sf	Total coverage	An 19 097 SF		
Allowable coverage with 70%	35.889 sf	Undisturbed acreage	Ax 31 373 sf		
		Watershed acres	11,969 AC		
		Acres approved for SNIA	158.6 AC		
Building size	7.700 sf	Percentage Removed	1.3%		
Checked By:					
Comments:					

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: Anthony Vann, Chief Operating Officer, RSSS

DATE: February 11, 2022

SUBJECT: RSSS Application for Needs-Based Public School Capital Fund Grant

Rowan-Salisbury Schools has approved the application for a Needs-Based Public School Capital Fund Grant. This grant, if awarded, would be applied to the Knox/Overton K-8 project to offset the project escalation cost due to current pandemic challenges. Currently, we are experiencing construction markets for this type of construction to be 20-30 percent above where the market cost was pre-pandemic.

We are seeking commissioner approval to move forward with the grant application

ATTACHMENTS:

Description	Upload Date	Type
Grant Application	2/11/2022	Cover Memo
Presentation	2/15/2022	Cover Memo

Needs-Based Public School Capital Fund

2021 Grant Application

Application Deadline: March 15, 2022

Rev. 12/17/2021

2021	CD	7 NI	ΓΛΟ	DII	$C\Lambda T$	
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PROGRAM CRITERIA

BACKGROUND

The Needs-Based Public School Capital Fund was established to assist counties with their critical public school building capital needs. Grants from the NBPSCF are funded with revenue from the NC Education Lottery. Grant funds are available to eligible counties for construction of new school buildings and additions, repairs, and renovations of existing school facilities.

APPLICATION TIMELINE

Guidance Issued December 17, 2021
 Application Deadline March 15, 2022

Award Announcements
 April 12, 2022 (anticipated)

ELIGIBILITY

Counties with an adjusted market value of taxable real property of less than \$40 billion are eligible to apply for a grant under the NBPSCF program. The list of eligible counties is published by DPI annually prior to the NBPSCF application period. The list of eligible counties for FY2021-22 is available here: https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding

Grant funds must be used only for construction of new school buildings and additions, repairs, and renovations. Grant funds cannot be used for real property acquisition or for capital improvements to administrative buildings.

PROGRAM FUNDING

Funding available for the NBPSCF grant awards totals \$395 million for FY2021-22.

MATCHING FUNDS

Counties receiving a grant are required to provide local matching funds from county funds, other non-state funds, or a combination of these sources, in accordance with G.S. 115C-546.11. Local matching fund requirements range from 0% to 35% of the grant amount, and are published by DPI annually prior to the NBPSCF application period. The local match requirement applicable to the project is the published local match requirement in effect at the time of the grant award. Local matching requirements for FY2021-22 grant applicants are available here: https://www.dpi.nc.gov/districts-schools/district-operations/school-planning/capital-funding



2021	GRAN'	T ADDI	ICATION
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PROGRAM CRITERIA

MAXIMUM AWARD

Grant award maximums are as follows:

- Up to \$30 million for an Elementary School
- Up to \$40 million for a Middle School
- Up to \$50 million for a High School

Applications will be reviewed in the context of projected enrollment to evaluate the reasonableness of project size and scope.

REPORTING

Grant recipients are required to submit a report by April 1 of each year, with each grant funds distribution request, and upon completion of the project, detailing: the use of grant funds, progress on the project, and impact of the project on the county's school capital plan.

Grant funds will be disbursed in a series of payments based on the progress of the project. To receive a distribution, the grant recipient must submit a request for distribution, along with documentation of the expenditures for which the distribution is requested, and evidence that the matching requirement has been met. DPI will provide grant recipients with Reporting and Distribution Request forms following announcement of awards.

AGREEMENT

A county receiving Needs-Based grant funds is required to enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12. DPI will provide grant recipients with Agreement Forms following announcement of awards. Signed Agreements are due within 60 days of award announcement.

2021	CD	TIM	VDDI	ICAT	
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PROGRAM CRITERIA

EVALUATION

Applications are evaluated on critical needs, budget detail, and the following criteria per G.S. 115C-546.10:

Prioritization	Definition/Calculation/Data Source
Prior Recipient	Counties previously awarded grant funds from the NBPSCF that have not yet started construction of the project may apply to increase the grant award. [SL 2021-180, 4.4.(b)]
Tier Designation	Counties designated as development tier one areas.
Ability to Generate Tax	Total revenue generated by a one-cent per \$100 valuation increase in the county property tax rate.
Revenue	(NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2020)
Ratio of Debt to Tax Revenue	<u>Debt</u> : Sum of County Debt from [General Obligation Bonds, Installment Purchase Debt, Special Obligation Bonds, QZABs and QSCBs, Certificates of Participation]
	(NC State Treasurer, Analysis of Debt of North Carolina Counties 6-30-2020)
	Revenue: Sum of County Revenues from Property Taxes, Other Taxes, and Sales Tax, FY 2019-20
	(NC Department of Revenue, Statistical Abstract of North Carolina Taxes 2020)
Critical Deficiency	The extent to which a project will address critical deficiencies in adequately serving the current and future student population.
Facility Construction	Projects with new construction or complete renovation of existing facilities.
Facility Replacement	Projects that will consolidate two or more schools into one new facility.
Applicant Status	Counties that have not received a grant in the previous three years.
Applicant Status	countries that have not received a grant in the previous timee years.

2021 GRANT APPLICATION

CONTACT INFORMATION

Date:		

SUBMIT ONE APPLICATION PER SCHOOL CAMPUS - A PROJECT MAY INCLUDE MULTIPLE BUILDINGS

County:		
Primary Contact:		
Title:		
Address:		
Phone:		
email:		
School Unit:		
Primary Contact:		
Title:		
Address:		
Phone:		
email:		

APPLICATION SUBMITTAL

Submit completed applications and supporting materials by Tuesday, March 15, 2022 via email to:

Nathan Maune | School Planning Section Chief | 984-236-2919 | nathan.maune@dpi.nc.gov

SUBMITTAL CHECKLIST – SUBMIT ALL FILES IN PDF FORMAT

- Contact Information
- Application Form
- Project Narrative
- Budget Estimate
- Additional Documentation (as appropriate)
- Signed Assurance Page



2021 GRANT APPLICATION

PROJECT INFORMATION	Date:
Project Title:	
Location:	
Type of Facility:	
Short Description of Proposed School Construction Project:	
Describe the critical need this project addresses and the impact on s	tudent outcomes:
(please attach additional information as necessary)	f

2021 GRANT APPLICATION

PROJECT INFORMATION	Date:	
Has this project received a previous NBPSCF grant?		NO
If YES, provide date and dollar amount of previous award(s):		
Was this project identified in the 5-year plan in the 2020-21 Facility Needs Su	urvey? YES	NO
If not, provide explanation and attach equivalent information:		
Will this project replace any existing facilities?	YES	NO
If YES, which school(s):		
How many students will be served by this project?		
Has Advanced Planning been done for this project?	YES	NO
Have Construction Documents been completed for this project?	VFS	NO
Trave Construction Documents been completed for this project:	1L3	110
Anticipated or Actual Bid Date:		
Estimated Start Date of Construction:		
Estimated Completion Date of Construction:		

PROJECT BUDGET	Date:

Estimated Project Costs	Local (non-State)	NBPSCF Grant Funds	Total
Planning	\$	\$	\$
Construction	\$	\$	\$
Other Costs*	\$	\$	\$
Total	\$	\$	\$

Source(s) of required Local Matching Funds:	
Have any of the Local Matching Funds been expended at the time of application?	YES NO
If YES, provide amount expended:	
If YES, provide description of work:	

Estimated Project Expenditures by Fiscal Year (show estimated period over which funds will be spent by Fiscal Year)

Total Expenditures	2021-22 or earlier	2022-23	2023-24	2024-25 or later	Total
Local Match					
(Non-State					
Funds)	\$	\$	\$	\$	\$
Requested					
NBPSCF					
Grant Funds*	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$

^{*}Total requested grant funding cannot exceed maximum allowed under G.S. 115C-546.11(c).



^{*}Project costs normally categorized as 'owner's direct costs' on a construction project – may include items such as site surveys, materials testing, site utilities, geotechnical reports, etc. <u>Land acquisition costs are not eligible.</u>

2021 GRANT APPLICATION

ADDITIONAL DOCUMENTATION

|--|

Any project funded with a grant from the Needs-Based Public School Capital Fund must follow the same review process as any other LEA capital project.

- A registered Architect and/or registered Engineer shall prepare the drawings and specifications in accordance with G.S. 133-1 through 133-4.1, as applicable.
- School Planning design review is required. Design documents must be submitted at appropriate intervals during design SD, DD, and CD. Neither the LEA nor the County shall invest any funds in construction of the project until the review process is completed.
- Transmittal of drawings and specifications to School Planning must include the form at: https://www.dpi.nc.gov/media/581/download
- Design of the project should be in compliance with DPI School Planning Guidelines: https://www.dpi.nc.gov/districts-schools/district-operations/school-planning
- DPI Facility Design Guidelines can be found at: https://www.dpi.nc.gov/media/569/download
- DPI School Science Facility Requirements can be found at: https://www.dpi.nc.gov/media/570/download
 https://www.dpi.nc.gov/media/571/download
- For projects involving the closing of an existing school, the LEA must follow these procedures: https://www.dpi.nc.gov/media/13311/download
- For projects involving the demolition of an existing school building, the LEA must follow the closing procedure noted above and must submit a Feasibility and Cost Analysis: https://www.dpi.nc.gov/media/544/download

ASSURANCE PAGE

Date:		
Date.		

By signing below, we assure the North Carolina Department of Public Instruction that we are officials of our respective organizations and we are authorized to submit this application on behalf of these organizations.

We certify the following:

- The information provided in this proposal is correct and complete.
- The project described in the application is within the parameters of the Needs-Based Public School Capital Fund as required in Article 38B of G.S. 115C-546, and that all of the required local funding is available and designated as a match for this project.
- All Needs-Based Public School Capital Fund grant proceeds and the required Local Matching funds will be used for the construction project described in the application.
- We will work cooperatively with the North Carolina Department of Public Instruction in monitoring and evaluating the progress of the project to meet statutory reporting requirements. We will report on project status and State and local funds expended by April 1 of each year, at the time of each distribution request, and within 90 days of project completion.
- Upon receiving a Needs-Based Public School Capital Fund grant award, we will enter into an agreement with the Department of Public Instruction detailing the use of grant funds, in accordance with G.S. 115C-546.12.
- All applicable federal and state laws will be adhered to, including promotion of equal opportunity without regard to race, color, religion, gender, age, disability, political affiliation, or national origin.
- Generally accepted fiscal control and accounting procedures will be followed to ensure proper disbursement and accounting of funds from the Needs-Based Public School Capital Fund grant proceeds and required Local Matching funds.

(Signature – Chair, County Commissioners)	(Date)
(Signature – Chair, Board of Education)	(Date)



Needs-Based Public School Capital Fund Grant

County Commissioners February 21, 2022

















Overview

- The Needs-Based Public School Capital Fund was established to assist counties with critical capital building needs.
- Grant funds are available to eligible counties for construction of new school facilities, additions, repairs and renovations.



Key Points

- Rowan-Salisbury Schools Knox/Overton K-8 project is a great candidate to take advantage of this opportunity.
- If awarded, a middle school project could receive up to \$40M.
- Our match would be 15% of the grant award.



Key Points Cont'd

- On February 7, 2022 the Board of Education approved administration to move forward with the grant application.
- Deadline for grant submission is March 15, 2022





Recommendation

Board of Commissioners to approve the submission of the grant.





Questions?

















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: Valerie Steele, Airport & Transit Director

DATE: 2/11/2022

SUBJECT: ILS Project Request for Funding SCIF Grant

The Instrument Landing System (ILS) is far beyond the end of its usable life and the components are no longer able to be repaired when they fail. A portion of the electronic components for the glideslope was replaced but the remainder of the system needs to be rehabilitated. The Localizer is currently out of service and needs to be replaced.

Approve for 2 million of the 5 million received in SCIF to be utilized to complete the replacement of the remaining ILS system components.

ATTACHMENTS:

Description	Upload Date	Туре
ILS Presentation	2/11/2022	Presentation
WA TBE #3708-1801	2/11/2022	Exhibit
Bid Tab Glideslope Replacement	2/11/2022	E <i>x</i> hibit
Equipment End of Life Letter	2/11/2022	Exhibit
ILS Tech Letter	2/11/2022	Exhibit

AIRPORT

State Capital and Infrastructure Fund (SCIF): Instrument Landing System (ILS) Rehabilitation/Replacement



Capital Grant

- 5 Million in State Capital and Infrastructure Fund (SCIF)
 - The State Budget Act defines <u>capital</u> <u>improvements</u> as follows, which is cited in the SCIF, 143c-4-3.1(d) Capital improvement. A term that includes real property acquisition, new construction or rehabilitation of existing facilities, and repairs and renovations over one hundred thousand dollars (\$100,000) in value



- NCDOT/DOA Grant Admin
 - Meeting 2/10/2022 process still being finalized
 - "UpFront" grant 50% in EBS by end of February remaining 50% by end of FY22- expedited
 - Must be in compliance

Steps With "Ideal" Timeline for Receiving Grant Funds

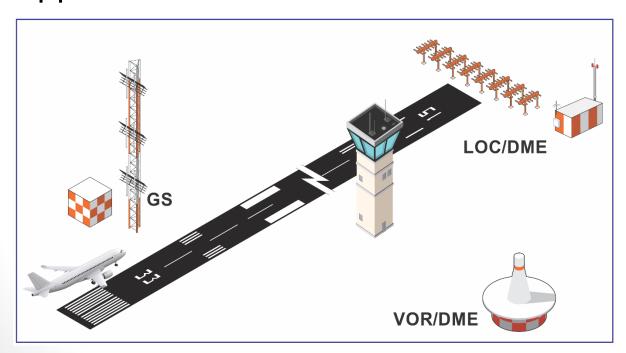
	Fe		²⁰²²	ıaı	ry	
Sun	Mon			Thu 3		
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

By Feb. 11	NCDOT issues notification of funding letter and Request for Aid (RFA) application in EBS
By Feb. 15	Sponsor submits RFA application with three documents: • AV-106
	Conflict of Interest policy
	 Sworn statement of no overdue tax debts
Feb. 17	NCDOT issues unsigned agreement to airport
Feb. 18	Sponsor signs agreement
Feb. 21	NCDOT executes agreement (EBS notifies airport)
By Feb. 22	Sponsor submits claim ("new Reimbursement")
By Feb. 25	NCDOT issues 50% payment of FY 22 funds
June 1-15	Sponsor submits claim ("new Reimbursement")
By June 30	NCDOT issues 50% payment of FY 22 funds
TBD	FY 23 payment dates for Smith Revnolds



Instrument Landing System

 Precision runway approach aid based on two radio beams which together provide pilots with both vertical and horizontal guidance during an approach to land.





- Partial replacement completed December 2021
 - Glideslope Electronic Components
- Flight check verification January 2022
 - Indicated the Localizer and multiple cables are damaged
 - Lightning
 - Wildlife
 - End of life for remaining system components 2013
 - Getting parts from salvage and attempting to refurbish them for use
 - Provided letters from 2013 and 2016 on January 27th in reference to ILS components no longer being supported



- Would be negative impact if no longer have an Instrument Landing System
 - Loss of business tenants
 - Reduction in flights unable to fly unless weather conditions allow for visual only approach
 - Currently NOTAM for Localizer out of service through at least March 22nd
 - Will require FAA flight check to verify



NO.

01/033

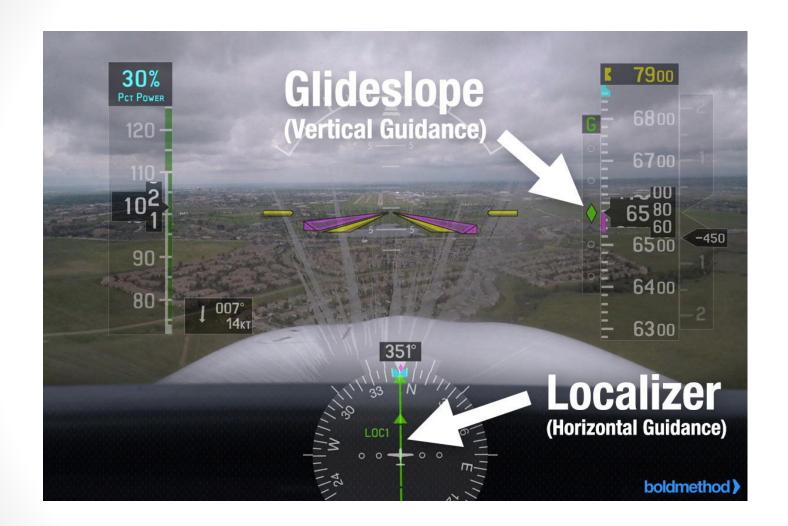
Navaid

01/25/2022 2015

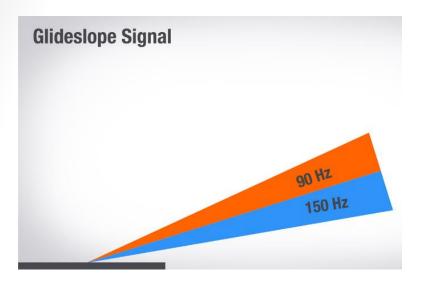
03/22/2022 2000EST

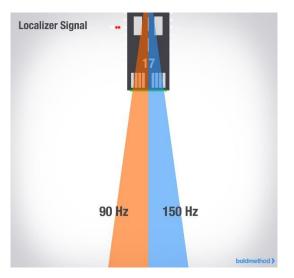
NAV ILS RWY 20 LOC U/S 2201252015-2203222000EST















- Discussions with TBE and DOA
 - Project for remainder of Glideslope was completed through design the design and bid Phase (2019) placed on hold due to lack of available funding
 - Received sufficient number of bids but could not awarded





Instrument Landing System



- Requesting <u>2 Million</u>
 of the SCIF funds be
 allocated to
 complete the ILS
 replacement
 - Remainder of Glideslope
 - Localizer
 - New Project



WORK AUTHORIZATION

ENGINEERING CONSULTING SERVICES BY: TALBERT, BRIGHT & ELLINGTON, INC.

FOR: GLIDESLOPE REPLACEMENT

AT:
MID-CAROLINA REGIONAL AIRPORT
REFERENCING:
NCDOT-DOA #: TBD

TBE #3708-1801

November 28, 2018

I. PROJECT SUMMARY

This project includes one (1) schedule of work contained in one (1) set of bid documents.

The bid documents will include the removal and replacement of the entire End-fire Glideslope system at Mid-Carolina Regional Airport. The approximate location of the glideslope is depicted the project sketch within this Work Authorization.

The design, bidding, and construction administration of this project will be funded using FAA Non-Primary Entitlement Funding. The Construction Safety and Phasing Plan (CSPP) will be prepared using this input and FAA Advisory Circular 150/5370-2F "Operational Safety on Airports During Construction". The CSPP will be submitted to NCDOA for review prior to submitting to OE/AAA.

Included in this project will be the completion of a Simple Written Record (SWR). It is anticipated that this project will not require an environmental assessment. Permitting and mitigation are not anticipated.

The construction phase services for this project include coordination with the Owner for award of the construction contract; preparation and distribution of Contract Documents and Released For Construction plans and specifications to the Contractor; follow up with FAA on 7460; coordinating and conducting the Preconstruction Conference and preparation of minutes; review project schedule and updated schedules submitted by Contractor; coordination and review of Contractor submittals; Bi-Weekly Construction visits/Progress Meetings outlines and meeting minutes; review field change requests and related correspondence; prepare and distribute general construction correspondence through the project; review and process Contractor pay requests; conduct a Final Inspection and prepare/distribute punch list items letter; develop record drawings; assist Rowan County with Grant Closeout and prepare Grant closeout paperwork.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering Services will be provided for construction administration, and Quality Assurance Testing of the contract drawings for the proposed Glideslope Replacement project, as depicted in the attached exhibit, for Mid-Carolina Regional Airport in accordance with the Master Contract dated January 9, 2014.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B of the Master Contract. The work shall be performed in accordance with the Master Contract as a lump sum of \$50,471.71 including \$2,837.91 for expenses. If a second bid opening is required to meet the North Carolina Bidding Statutes, additional bidding phase services shall be performed in accordance with the Master Contract as a lump sum of \$5,847.15 including \$1,462.74 for expenses. The total value of this Work Authorization shall not exceed \$56,318.86 without additional authorization.

III. DESIGN CRITERIA AND REQUIREMENTS

ADO Generated "Airport Sponsor Grant Expectations"

• FAA AC 150/5300-13A; Airport Design

FAA AC 150/5370-2E;
 FAA AC 150/5370-10G;
 FAA Order 6750.16D;
 Gerational Safety On Airports During Construction
 Standards for Specifying Construction of Airports
 Siting Criteria for Instrument Landing Systems

IV. WORK TASKS

BASIC SERVICES

The Engineer will prepare one (1) set of plans and specifications as part of the Design Phase services. One schedule of work will include all of the proposed work. The approximate location of the glideslope is depicted on the project sketch within this Work Authorization.

DESIGN PHASE SUBMITTAL (90%):

The Engineer will provide hard copies of the 90% design documents for review and comment by the client and local authorities/stakeholders, and will provide electronic files of the 90% design documents to the NCDOT-Division of Aviation for review and comment.

The intended deliverables for this submittal shall include:

- A. Itemized estimated cost of construction with 12% contingency
- B. List of general conditions, special provisions and technical specifications intended for bidding in PDF format

^{*}Advisory Circulars and Orders used will be most up to date versions.

- C. Preliminary plans including in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Construction Safety and Phasing Plan
 - 4. Phasing Notes and Details
 - 5. Electrical Layout Plan
 - 6. Miscellaneous Details
- F. Coordination and Review Meetings: The consultant shall engage in a 90% design review meeting at the client's office with the airport representatives AND the state/federal agency providing the funding for the project approximately 2-3 weeks after submission of the Design Phase Submittal Deliverables.
- G. Any other information deemed germane to the submittal.

DESIGN PHASE SUBMITTAL (100%):

This design phase is intended to reflect the final design that incorporates comments from the 90% design submittal and an in-house QA review by the Engineer. The Engineer will provide hard copies of the 100% design documents for review and comment by the client and local authorities/stakeholders, and will provide electronic files of the 100% design documents to the NCDOT-Division of Aviation for review and comment.

The intended deliverables for this submittal shall include:

- A. Itemized estimated cost of construction with 10% contingency
- B. List of general conditions, copies of special provisions and technical specifications intended for bidding in PDF format
- C. Final plans including in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Construction Safety and Phasing Plan
 - 4. Phasing Notes and Details
 - 5. Electrical Layout Plan
 - 6. Miscellaneous Details
- E. Any other information deemed germane to the submittal.

BIDDING PHASE:

It is anticipated that two (2) bid openings will be required as it will be difficult to obtain the three (3) bidders for this project needed to meet North Carolina Bidding Statutes. To account for this anticipated outcome, an alternate fee will be incorporated into this Work Authorization to provide bidding phase services for the second bid opening if it is required. The Engineer will place and pay for all classified advertisements for Rowan County. Engineer will attend one (1) bid opening per advertisement (maximum of two (2)) and provide a bid tabulation of bids received, and submittal of MBE/WBE participation proposed by lowest responsive bidder to NC Division of Aviation for review and concurrence by the NC Division of Aviation. Upon receipt of written approval from NC Division of Aviation, Engineer will provide written summary of bids received and construction

contract award recommendation for consideration by the Owner, including a letter stating how bidder is pre-qualified with NCDOT.

CONSTRUCTION ADMINISTRATION PHASE:

The Engineer will provide a Released for Construction set of plans and specifications to the NCDOA, Sponsor and three (3) sets requested by the Contractor. The Engineer will also provide minutes for the Preconstruction Conference in PDF format, along with minutes for Progress Meetings in PDF format. The Engineer will prepare each monthly contractor pay request and the final pay request at project closeout. Preparation of final grant closeout paperwork will also be included.

Note: This Work Authorization does not include preparing a WBE/MBE plan or goal. The WBE/MBE goal is to be provided by NCDOT-DOA. TBE will send construction estimate to NCDOT-DOA in order for NCDOA to set goal.

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA requirements and one (1) primary schedule of work (in one plan/specification set) will be provided, with the intent of funding being provided by one grant. It is assumed that no grading will be required for the replacement of this system and that no survey or grading plan will be required. Also, it is assumed that three (3) responsive bids will not be obtained during the first bid opening, and a second bid opening is required, consistent with North Carolina Bidding Statutes. See Sections "I" and "II" above for additional assumptions related to the proposed scope of services. It is also assumed that no As-Built Survey, Record Drawings or Quality Assurance Testing will be required for this project.

VII. OTHER

The NCDOT-Division of Aviation shall provide confirmation on the applicable WBE/MBE construction goals, to incorporate into the bidding documents based on the funding source for the project.

VIII. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

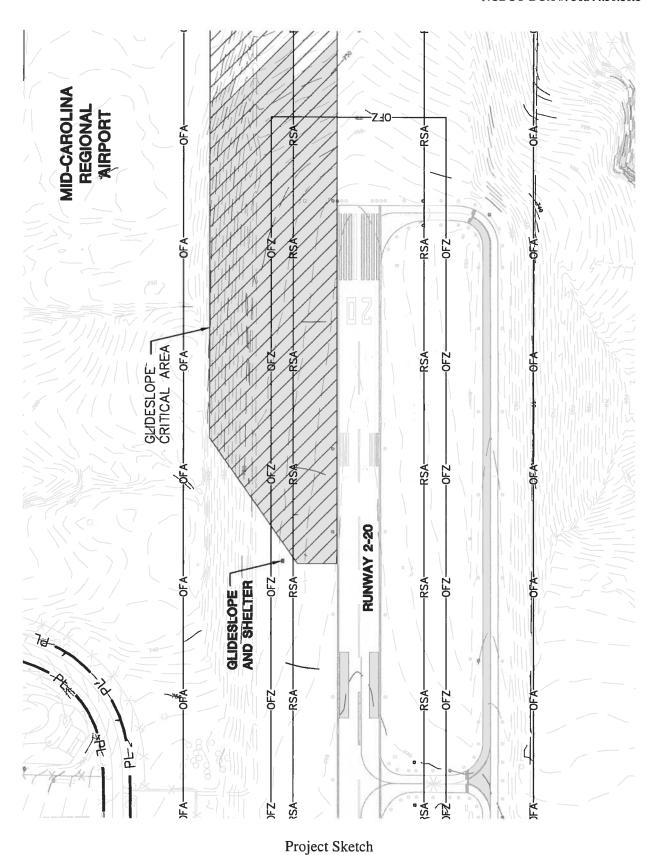
OWNER: ROWAN COUNTY 130 West Innes Street Salisbury, NC 28144 704-216-8180	ENGINEER: TALBERT, BRIGHT & ELLINGTON, INC. 3525 Whitehall Park Drive Suite 210 Charlotte, NC 28273 704-426-6670
BY:	BY
TITLE:	Vice President
7-11-19 DATE:	8 1 1019 DATE:
WITNESS:	WITNESS: JOBE

ENGINEER PROJECT MANAGER CONTACT INFORMATION:

J. Andrew Shook, P.E.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

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

FINANCE DIRECTOR



APPENDIX A: DRAWING SHEET LIST

- 1. Cover Sheet
- 2. Quantities and General Notes
- 3. Construction Safety and Phasing Plan
- 4. Phasing Notes and Details
- 5. Electrical Layout Plan
- 6. Miscellaneous Details

APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.

APPENDIX C: BASIC SERVICES LUMP SUM FEE AND NOT TO EXCEED

	EX	<u>CEED</u>		
11.	MAN-HOUR/	FEE ESTIMATE		
	SUMMA	ARY PAGE		
TALBERT, BRIGHT & ELLINGTON	MID-CAROLINA F	REGIONAL AIRPORT	DIVISION OF AVI	ATION
	GLIDESLOPE	REPLACEMENT	KAN DESCRIBERATION	the state of the state of
GENERAL NOTE: Information in	red and applicable shaded areas	on task sheets are available for	r data entry. All other cells are protecte	ed.
		ERVICES: LABOR SUMMARY		
MAJOR TASK:	MAJOR TASK DESCRIPTION:			COST
rask a - Labor	(A-102) ENVIRONMENTAL F	PHASE		\$3,179.70
TASK B - LABOR	(A-104) DESIGN PHASE			17,155.56
TASK C - LABOR	(A-104) BIDDING PHASE (B.			\$9,221.73
TASK D - LABOR	(A-104) BIDDING PHASE (A			\$4,384.4
TASK E - LABOR	(A-104) CONSTRUCTION A	DMINISTRATION PHASE	5	18,076.8
FASK F - LABOR				\$0.00
TASK G - LABOR				\$0.00
TASK H - LABOR				\$0.00
TASK I - LABOR			-	\$0.00
TASK J - LABOR				\$0.00
TASK K - LABOR				\$0.00
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TASK A - EXPENSES	(A-102) ENVIRONMENTAL I	PHASE		\$58.50
TASK B - EXPENSES	(A-104) DESIGN PHASE			\$284.79
TASK C - EXPENSES	(A-104) BIDDING PHASE (B	ASE)		\$1,893.8
TASK D - EXPENSES	(A-104) BIDDING PHASE (A			\$1,462.74
TASK E - EXPENSES	(A-104) CONSTRUCTION A		***	\$600.74
TASK F - EXPENSES	(**************************************			\$0.00
TASK G - EXPENSES				\$0.00
TASK H - EXPENSES	-			\$0.00
TASK I - EXPENSES				\$0.00
TASK J - EXPENSES				\$0.00
TASK K - EXPENSES				\$0.0
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		OTAL OF SUBCONSULTANT	s.	\$0.0
	3081	OTAL OF GOLDONOULIANT	<u></u>	\$0.0
TOTAL FEE:				56,318.8
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PREPARED BY: J. ANDREV	V SHOOK, P.E.	SPONSOR:	KEVIN DAVIS	
		TITLE:	AIRPORT DIRECTOR	
TITLE: PROJECT I	MANAGER			
TITLE: PROJECT I			36244.56.10.1	
	BRIGHT & ELLINGTON, INC.	WBS NUMBER: SIGNATURE:	36244.56.10.1	

AV Fee Estimate (AV-201) (Template Date: 10/2014)

	TALBERT, BRIGHT & ELLINGTON			MAN+ MID-CA GLIDESL	MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL GLIDESLOPE REPLACEMENT	MATE SIONAL SEMENT				Divisio	DIVISION OF AVIATION	VIATION	
			BAS	NC AND SPECI	BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS	DIRECT LABO	R COSTS					DATE:	11/14/2018
TASK A	(A-102) ENVIRONMENTAL PHASE	Principal	Project Manager	Senior Planner	Enginner 5	Engineer 4	Engineer 3	Engineer 2	Cad Tech	Admin	RPR	Total Hours Per Task	Total Task Cost
Task A.1	Simple Written Record		2	10				9	4	4		56	\$ 1,032.00
Task A.2	_												•
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Task A.21	1											0	
Task A.22	2											\neg	
Task A.23	3												
Task A.24	4									-			
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RAW LAB	RAW LABOR COSTS PER HOUR	\$71.00	\$65.00	\$47.00	\$56.00	\$44.00	\$37.00	\$32.00	\$34.00	\$26.00	\$30.00		
TOTAL LA	TOTAL LABOR FEES (Without Multiplier)	\$0.00	\$130.00	\$470.00	\$0.00	\$0.00	\$0.00	\$192.00	\$136.00	\$104.00	\$0.00	1	\$ 1,032.00
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			BAS	IIC AND SPECI	BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS	DIRECT LABOR	R COSTS					DATE:	11/1	11/14/2018
TASK B	(A-104) DESIGN PHASE	Principal	Project Manager	Senior Planner	Enginner 5	Engineer 4	Engineer 3	Engineer 2	Cad Tech	Admin	RPR	Total Hours Per Task	Total Task Cost	tal Task Cost
Task B.1	Task B.1 Preliminary Project Review with Owner	2	2	-						-		9		345.00
Task B.2	Task B.2 Develop Project Scope / Contract / Schedule	2	2	-			9			2		13		593.00
Task B.3	Task B.3 Determine Project Approach	-	2				2					រហ	S	275.00
Task B.4	Project Scope / Contract / Schedule Revisions	-	2	1			2			1		7	s	348.00
Task B.5	Task B.5 Request for Aid / Grant Procurement Assistance		2				4			4		10	\$	382.00
Task B.6	Coordination / Meetings with Client / NCDOA / FAA	2	80				4			2		16		862.00
Task B.7			2				8	9	4			20	\$	754.00
Task B.8		,	9				4		4			14	\$	674.00
Task B.9	Quantities & Estimate		2				2					4	\$	204.00
Task B.10	Quality Assurance		9									9	\$	390.00
Task B.11	ask B.11 Quality Assurance Revisions		2				2					7	\$	204.00
Task B.12	Grant Administration Assistance		2				4			2			\$	330.00
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RAW LAB	RAW LABOR COSTS PER HOUR	\$71.00	\$65.00	\$47.00	\$56.00	\$44.00	\$37.00	\$32.00	\$34.00	\$26.00	\$30.00			
TOTAL LA	TOTAL LABOR FEES (Without Multiplier)	\$568.00	\$2,535.00	\$141.00	\$0.00	\$0.00	\$1,480.00	\$192.00	\$340.00	\$312.00	\$0.00		\$ 5,	5,568.00
						Į.	TOTAL DIRECT LABOR COSTS	BOB COSTS					9	5.568.00
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TOTALLA	TOTAL LABOR COSTS THIS TASK				;								\$ 17,	17,155.56

AV FeeEstimate (AV-201)

Secretary Services Engineer		TALBERT, BRIGHT & ELLINGTON			MID-CA GLIDESL	MID-CAROLINA REGIONAL GLIDESLOPE REPLACEMENT	SIONAL		,		DIVISIO	DIVISION OF AVIATION	VIATION	-
BICONING PHASE (BASE)														
Principal Prin				BASIC AND	SPECIAL SER	WCES: DIRECT	T LABOR COST	ys.					DATE:	11/14/201
1	TASK C	(A-104) BIDDING PHASE (BASE)	Principal	Project Manager	Senior	Enginner 5	Engineer 4	Engineer 3	Engineer 2	Cad Tech	Admin	RPR	Total Hours Per Task	Total Task Cost
1	lask C.1	Coordinate Advertisement		-				2			2		s _o	\$ 191.60
Control	Izsk C.2	Distribute Bid Documents		2				4			4		T	
1	Task C.3	Pre-bid Conference		4				2						\$ 334.00
1	Task C.4	Bidder Questions & Answers	2	9				2			2		Г	\$ 658.00
No.	Task C.5	Prepare Addenda		9				2		2	2			\$ 584.00
1	Task C.6	Bid Opening Tabulation		3				2			2		Г	
Sesignace	Task C.7	Recommendation of Award		2				1			1		Г	
1	Task C.8	Grant Administration Assistance		2				4		100000-1775	2			\$ 330.00
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PROFIT: 10.00% Profit: +												Overhead Sub	П	\$ 8,383.39
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Table		TALBERT, BRIGHT & ELLINGTON			MID-CA	MID-CAROLINA REGIONAL GLIDESLOPE REPLACEMENT	SIONAL			X	DIVISIO	DIVISION OF AVIATION	VIATIO	71
Control of Control o														
Principal Prin				BAS	IC AND SPECI	AL SERVICES:	DIRECT LABO	R COSTS					DATE:	11/14/201
1 1 1 1 1 1 1 1 1 1	TASKE		Principal	Project Manager	Senior Planner	Enginner 5	Engineer 4	Engineer 3	Engineer 2	Cad Tech	Admin	RPR	Total Hours Per Task	Total Task Cost
1	Task D			-				2			2		25	
10 10 10 10 10 10 10 10	Task D.		-	4				2			2		6	
1 3 1 2 1 2 2 2 2 2 2 2	Task D.	Prepare Addenda		4				2		2	2		9	
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ST1.00 \$770.00 \$0.00 \$0.00 \$0.00 \$68.00 \$68.00 \$208.00 \$0.00	RAW LAE	OR COSTS PER HOUR		\$65.00	\$47.00	\$56.00	\$44.00	\$37.00	\$32.00	\$34.00	\$26.00	\$30.00		
TOTAL DIRECT LABOR COSTS: STATE AUDITED OVERHEAD RATES: Apply Multiplier of:	TOTALL	ABOR FEES (Without Multiplier)	\$71.00	\$780.00	\$0.00	\$0.00	\$0.00	\$296.00	\$0.00	\$68.00	\$208.00	\$0.00		11
TOTAL DIRECT LABOR COSTS: STATE AUDITED OVERHEAD RATES: Apply Multiplier of: State Audit State Sta										:				1
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ss .														- 1
	TOTAL L	ABOR COSTS THIS TASK												

	TALBERT, BRIGHT & ELLINGTON			MAN+ MID-CA GLIDESL	MAN-HOUR FEE ESTIMATE MID-CAROLINA REGIONAL GLIDESLOPE REPLACEMENT	MATE SIONAL CEMENT			X	DIVISIO	DIVISION OF AVIATION	VIATION	7.
3										1111			
			BAS	IC AND SPECI	AL SERVICES:	BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS	R COSTS					DATE:	11/14/2018
TASKE	TASK E A-104) CONSTRUCTION ADMINISTRATION PHAS	Principal	Project Manager	Senior	Enginner 5	Engineer 4	Engineer 3	Engineer 2	Cad Tech	Admin	RPR	Total Hours Per Task	Total Task Cost
Task E.1	1 Coordination Award of Contract		2							2		4	\$ 182.00
Task E.2	2 Coordinate / Conduct Preconstruction Conference		4				2			2		8	\$ 386.00
Task E.3	3 Preconstruction Minutes		4				2			1		7	\$ 360.00
Task E.4	4 Coordinate / Review Project Schedule		2				2					4	\$ 204.00
Task E.5	5 Coordinate / Review Submittals		4				9			. 2		12	\$ 534.00
Task E.6	6 Progress Meetings and Minutes		8				4			2		14	\$ 720.00
Task E.7	7 Construction Site Visits		9				3					6	\$ 501.00
Task E.8	8 Construction Observation Reports		2				2					4	\$ 204.00
Task E.9	9 Coordinate / Review Field Changes	2	4				4			2		12	\$ 602.00
Task E.10			9				.2			1		6	\$ 490.00
Task E.11	1 Process Contractor Pay Requests		4				2			2		8	\$ 386.00
Task E.12			4				9			2		12	\$ 534.00
Task E.13	3 Grant Administration Assistance		2				9			2		10	\$ 404.00
Task E.14	4 Final Inspection and Punch List		4				2			- 1		7	\$ 360.00
Task E.15	2											. 0	•
Task E.16	9											•	
Task E.17	2											0	•
Task E.18	8											0	
Task E.19	6											0	
Task E.20	0.											٥	
Task E.21	Į.											۰	•
Task E.22	Z											•	•
Task E.23	60											0	
Task E.24	1 70											0	
TOTAL M	TOTAL MAN-HOURS	2	99	0	0	0	43	0	0	19	0	120	
RAW LA	AAW LABOR COSTS PER HOUR	\$71.00	\$65.00	\$47.00	\$56.00	\$44.00	\$37.00	\$32.00	\$34.00	\$26.00	\$30.00		
TOTAL L	TOTAL LABOR FEES (Without Multiplier)	\$142.00	\$3,640.00	\$0.00	\$0.00	\$0.00	\$1,591.00	\$0.00	\$0.00	\$494.00	\$0.00		\$ 5,867.00
						.01	TOTAL DIRECT LABOR COSTS	AROR COSTS					\$ 5.867.00
						STATE	STATE AUDITED OVERHEAD BATES:	HEAD RATES			Apply Multiplier of	ن پو	1
											Overhead Subtotal:	total:	\$ 16,433.47
													- 1
								PROFIT:	10.00%		Profit:	*	\$ 1,643.35
							COST	COST OF CAPITAL:	%00.0		Capital Costs:	1	
												T	# 12 07£ 94
OTALL	TOTAL LABOR COSTS THIS TASK]	18,0/0,81

ALDEDT PRICHT	ELLINGTO	MAN-HOUR FEE ESTIMATE	OPT		Duursion or	A.W. 471.01
ALBERT, BRIGHT & ELLINGTO		MID-CAROLINA REGIONAL AIRPORT GLIDESLOPE REPLACEMENT DIVISION OF AVIATION				
		GEIDESEOFE REFEACEMENT				11/14/2018
	BASIC A	ND SPECIAL SERVICES: REIMBURS	ABLE DI	RECT CO		11/14/2010
		(A-102) ENVIRONMENTAL PH				
GENERAL PROJEC	T WORK:			-		
	QTY	DESCRIPTION			UNIT COST	
Travel:		****				
Personal Mileage	0	Trip(s) in Sedan @	0	miles @	\$0.545	\$0.0
	0	Trip(s) in Carry-All @	0	miles @	\$0.565	\$0.0
Per Diem:	0	Breakfast		each	\$8.40	\$0.0
	0	Lunch		each	\$11.00	\$0.0
	0	Dinner		each	\$18.90	\$0.00
	0	Day		each	\$38.30	\$0.0
	0	Lodging		each	\$71.20	\$0.0
	0	Incidental Expenses		each	\$5.00	\$0.0
Rental Car	0	Sedan			\$45.00	\$0.0
	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.0
	_					***
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.0
Reproduction:	150	8 1/2 x 11 B & W Copies		each	\$0.04	\$6.0
	0	11 x 17 B & W Copies		each	\$0.10	\$0.0
	50	8 1/2 x 11 Color Copies		each	\$0.25	\$12.5
	0	11 x 17 Color Copies		each	\$0.50	\$0.0
	0	SQ. FT. of Plots (B & W) - Bond		sq. ft	\$0.42	\$0.0
Shipping / Posta	2	Express Shipping		each	\$20.00	\$40.0
simplified to core	0	USPS Postage		each	\$5.00	\$0.0
	O	Cor or ostage		Cacii	Subtotal	\$58.50
MISCELLANEOUS D	DIRECT EXP	ENSES: DESCRIPTION		UNIT	UNIT COST	
						\$0.0
						\$0.0
						\$0.0
						\$0.0
						\$0.0
						\$0.0
						\$0.0
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		HBY10			Subtotal	\$0.00
					TOTAL:	\$58.50

ALDEDT DDICUT	FLUNCTO	MAN-HOUR FEE ESTIMATE			Division os	Avertion
ALBERT, BRIGHT & ELLINGTO		MID-CAROLINA REGIONAL AIRPORT GLIDESLOPE REPLACEMENT		DIVISION OF AVIATION		
		GLIDESCOPE REPLACEIVIEN				11/14/2018
	BASIC AI	ND SPECIAL SERVICES: REIMBURS (A-104) DESIGN PHASE		DIRECT CO	ST	·
GENERAL PROJEC	T WORK:	(X 104) DESIGN 1 11110E	•			
	QTY	DESCRIPTION			UNIT COST	
Travel:		-				
Personal Mileage	1	Trip(s) in Sedan @	102	miles @	\$0.545	\$55.59
	0	Trip(s) in Carry-All @	102	miles @	\$0.565	\$0.00
Per Diem:	0	Breakfast		each	\$8.40	\$0.00
Per Diem.	0	Lunch		each	\$11.00	\$0.00
	0	Dinner		each	\$18.90	\$0.00
	0	Day		each	\$38.30	\$0.00
	0	Lodging (on lump sum Incl. taxes)		each	\$71.20	\$0.00
	0	Incidental Expenses		each	\$5.00	\$0.00
	U	incidental Expenses		Cacii	Ψ0.00	ψ0.00
Rental Car	0	Sedan			\$45.00	\$0.00
	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.00
Reproduction:	800	8 1/2 x 11 B & W Copies		each	\$0.04	\$32.00
	20	11 x 17 B & W Copies		each	\$0.10	\$2.00
	200	8 1/2 x 11 Color Copies		each	\$0.25	\$50.00
	40	11 x 17 Color Copies		each	\$0.50	\$20.00
	60	SQ. FT. of Plots (B & W) - Bond		sq. ft	\$0.42	\$25.20
Shipping / Posta	4	Express Shipping		each	\$20.00	\$80.00
	4	USPS Postage		each	\$5.00	\$20.00
	•				Subtotal	\$284.79
3						
MISCELLANEOUS				UNIT	UNIT COST	
ITEM	QTY	DESCRIPTION		0.411	3.11. 5031	\$0.00
	7977					\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
			18 11			\$0.00
						\$0.00
				SERVICE STATE		\$0.00
						\$0.00
				- 100	Subtotal	\$0.00
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A\/ FasFatimata (A\/ 2)					TOTAL:	\$284.79

		MAN-HOUR FEE ESTIMATE				
ALBERT, BRIGHT & ELLINGTO		MID-CAROLINA REGIONAL AIRE	PORT		DIVISION OF	AVIATION
•		GLIDESLOPE REPLACEMEN	т	1	1 110 1 11	at 1 topas tot 1
						11/14/2018
	BASIC A	ND SPECIAL SERVICES: REIMBURS	SABLE [DIRECT CO	OST	
		(A-104) BIDDING PHASE (B	ASE)			
GENERAL PROJEC	T WORK:					
	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	2	Trip(s) in Sedan @	102	miles @	\$0.545	\$111.18
	0	Trip(s) in Carry-All @	102	miles @	\$0.565	\$0.00
Per Diem:	0	Breakfast		oaah	60.40	\$0.00
Per Diem:	0			each	\$8.40	\$0.00
	0	Lunch		each	\$11.00	\$0.00
	0	Dinner		each	\$18.90	\$0.00
	0	Day		each	\$38.30	
	0	Lodging (on lump sum Incl. taxes)		each	\$71.20	\$0.00
	0	Incidental Expenses		each	\$5.00	\$0.00
Rental Car	0	Sedan			\$45.00	\$0.00
	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.00
Reproduction:	4000	8 1/2 x 11 B & W Copies		each	\$0.04	\$160.00
	50	11 x 17 B & W Copies		each	\$0.10	\$5.00
	50	8 1/2 x 11 Color Copies		each	\$0.25	\$12.50
	20	11 x 17 Color Copies		each	\$0.50	\$10.00
	60	SQ. FT. of Plots (B & W) - Bond		sq. ft	\$0.42	\$25.20
Shipping / Posta	12	Express Shipping		each	\$20.00	\$240.00
FF3	6	USPS Postage		each	\$5.00	\$30.00
	-				Subtotal	\$593.88
MISCELLANEOUS ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
ADV	1	Advertisement		1	\$ 1,300.00	\$1,300.00
						\$0.00
						\$0.00
						\$0.00
		CONTRACTOR AND ADDRESS OF THE CONTRACTOR AND ADDRESS OF THE CONTRACTOR				\$0.00
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	-14-4-14		7 4 1 1	Herrie		\$0.00
						\$0.00
			3	ii.		\$0.00
						\$0.00
					Subtotal	\$1,300.00
						64 650 65
					TOTAL:	\$1,893.88

ALBERT, BRIGHT	Γ & ELLINGTO	MAN-HOUR FEE ESTIMATI MID-CAROLINA REGIONAL AIR	4		DIVISION OF	AVIATION
		GLIDESLOPE REPLACEMENT	NT			44/4/10040
	BASIC AI	ND SPECIAL SERVICES: REIMBUR	SABLE [DIRECT CO	OST	11/14/2018
		(A-104) BIDDING PHASE (AD	DITIVE)			
GENERAL PROJE		•••			· · · · · ·	_
	QTY	DESCRIPTION			UNIT COST	
Travel:	4	T: (): 0 1 0	400	" 0	00.545	PEE EO
Personal Mileage	1	Trip(s) in Sedan @	102	miles @	\$0.545	\$55.59
	0	Trip(s) in Carry-All @	102	miles @	\$0.565	\$0.00
Per Diem:	0	Breakfast		each	\$8.40	\$0.00
	0	Lunch		each	\$11.00	\$0.00
	0	Dinner		each	\$18.90	\$0.00
	0	Day		each	\$38.30	\$0.00
	0	Lodging (on lump sum Incl. taxes)		each	\$71.20	\$0.00
	0	Incidental Expenses		each	\$5.00	\$0.00

Rental Car	0	Sedan			\$45.00	\$0.00
	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.00
Reproduction:	1000	8 1/2 x 11 B & W Copies		each	\$0.04	\$40.00
	25	11 x 17 B & W Copies		each	\$0.10	\$2.50
	25	8 1/2 x 11 Color Copies		each	\$0.25	\$6.25
	10	11 x 17 Color Copies		each	\$0.50	\$5.00
	20	SQ. FT. of Plots (B & W) - Bond		sq. ft	\$0.42	\$8.40
Shipping / Posta	2	Express Shipping		each	\$20.00	\$40.00
Shipping / Posts	1	USPS Postage		each	\$5.00	\$5.00
		OGF G F Ostage		Cacii	Subtotal	\$162.74
					I I	·
MISCELLANEOUS				LIMIT	LINIT COST	
ADV	QTY 1	Advertisement DESCRIPTION		UNIT 1	\$ 1,300.00	\$1,300.00
			-		\$ 1,000.00	\$0.00
			re-jemen			\$0.00
						\$0.00
						\$0.00
						\$0.0
	pure units		J12 U			\$0.0
	I SOLING THE					\$0.0
						\$0.0
						\$0.00
					Subtotal	\$1,300.00
AV/ Foo Estimate /AV/	204) (514.4)				TOTAL:	\$1,462.74

MAN-HOUR FEE ESTIMATE ALBERT, BRIGHT & ELLINGTO **MID-CAROLINA REGIONAL AIRPORT** DIVISION OF AVIATION **GLIDESLOPE REPLACEMENT** 11/14/2018 BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) CONSTRUCTION ADMINISTRATION PHASE **GENERAL PROJECT WORK:** QTY **DESCRIPTION UNIT COST** Travel: Personal Mileage 6 Trip(s) in Sedan @ 102 miles @ \$0.545 \$333.54 \$0.00 0 Trip(s) in Carry-All @ miles @ \$0.565 Per Diem: 0 Breakfast \$8.40 \$0.00 each \$0.00 0 Lunch \$11.00 each \$0.00 0 Dinner each \$18.90 \$0.00 0 Day each \$38.30 0 \$0.00 Lodging (on lump sum Incl. taxes) \$71.20 each \$0.00 0 Incidental Expenses \$5.00 each \$0.00 Rental Car 0 Sedan \$45.00 \$0.00 0 Mileage for Rental Car Only \$0.20 miles @ \$0.00 Airfare 0 Flight Origin/Destination & Rate: each \$250.00 \$16.00 400 Reproduction: 8 1/2 x 11 B & W Copies each \$0.04 \$1.00 10 11 x 17 B & W Copies each \$0.10 200 \$0.25 \$50.00 8 1/2 x 11 Color Copies each \$5.00 10 \$0.50 11 x 17 Color Copies each \$25.20 60 SQ. FT. of Plots (B & W) - Bond \$0.42 sq. ft \$120.00 6 Shipping / Posta \$20.00 **Express Shipping** each 10 **USPS** Postage \$5.00 \$50.00 each \$600.74 Subtotal MISCELLANEOUS DIRECT EXPENSES: **ITEM** QTY **DESCRIPTION** UNIT **UNIT COST** \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 Subtotal \$0.00

\$600.74

TOTAL:

APPENDIX D: SCANNED ORIGINAL OF EXECUTED MASTER CONTRACT BETWEEN ENGINEER AND OWNER

CONTRACT

FOR ENGINEERING, PLANNING AND RELATED SERVICES FOR ROWAN COUNTY

WHEREAS, the OWNER intends planning and engineering services for the future development of Rowan County Airport and other improvements and such other work for the OWNER as may be mutually agreed to, hereinafter called the Project, and

WHEREAS, the OWNER desires to engage a qualified and experienced engineer to perform professional engineering services for a period of five (5) years with an option of extending such services for an additional five (5) years and hereinafter set forth, and the ENGINEER has represented that it is qualified to provide such services and desires to do so.

NOW THEREFORE, the **OWNER** and the **ENGINEER**, for the considerations hereinafter set forth, agree as follows:

GENERAL

For the purpose of this CONTRACT, the Airport Manager is hereby designated as the OWNER's representative to act for the OWNER in giving approvals and authorizations for the OWNER as hereinafter required and set forth. The ENGINEER will be notified in writing of any change in representation.

When mutually agreed by the OWNER and the ENGINEER, and after having received from the OWNER written approval of the ENGINEER's Work Authorization, including an estimated cost for specified services, the ENGINEER shall provide professional engineering services as described below.

Rowan County (Client No: 3708)

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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

SECTION I – BASIC SERVICES

- A. Project Development Phase: After authorization to proceed the ENGINEER shall:
 - Consult with OWNER, state, and federal government agencies (when required) to clarify
 and define the requirements for the Project and review available data.
 - Advise OWNER as to the necessity of OWNER's providing or obtaining from others data
 or services of the types described in <u>Section II Special Services</u>. Assist the OWNER in
 contracting for such services.
 - Prepare preliminary design necessary to determine the type, size, and scope of the improvement Project based upon projected aviation activity and current airport standards in effect at the date of this Contract.
 - 4. Prepare preliminary cost estimate for the Project.
 - Make minor revisions to the airport layout plan as necessary to reflect the details of the Project.
 - 6. Prepare preapplications for federal and/or state assistance grants for funding of the Project.
 - Furnish five (5) copies of drawings, sketches, forms, and reports as appropriate to the OWNER for submission to government agencies.
 - 8. Assist the OWNER in obtaining financing for project.
 - 9. Perform additional work as described and required by the work authorizations.
- B. Design Phase: After written authorization to proceed the ENGINEER shall:
 - In consultation with the OWNER and other government agencies through conferences, meetings, or submission of preliminary reports as appropriate, determine the extent of the Project and the design criteria to be used in the final design.
 - Prepare an ENGINEER's report in accordance with FAA criteria, which shall include but not necessarily be limited to:
 - a. An analysis and reasons for the design choices;
 - b. An analysis of the manner in which the work will be accomplished; and
 - c. A project cost estimate based upon the final design.

Rowan County (Client No: 3708)
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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

- Advise the OWNER of needed special services as described in <u>Section II Special Services</u> and assist the OWNER in the evaluation and selection of other professionals to provide special services, such as soil borings, laboratory tests and surveys, or provide such services in accordance with this Contract and any related Work Authorization(s).
- 4. Prepare final design, contract drawings, specifications, and contract documents. Prepare for review and approval by OWNER, his legal counsel, and other advisors contract agreement forms, general conditions, and supplementary conditions, and (where appropriate) bid forms, invitation to bid, and instructions to bidders, and assist in the preparation of other related documents.
- Assist OWNER in submitting appropriate documents to state and federal agencies for necessary approvals and permits.
- Furnish to the OWNER two (2) copies of completed drawings, specifications, reports, estimates, and contract documents.
- 7. Perform additional work as described and required by work authorizations.
- C. <u>Construction Phase:</u> During the Construction Phase, the ENGINEER shall provide the following services:
 - Assistance to the OWNER in obtaining bids, tabulations, and analysis of bid results, and furnishing recommendations in connection with the award of construction contracts.
 - 2. Assistance in preparation of formal contract documents for the award of construction contract.
 - Consult with and advise the OWNER and act as provided in the approved construction specifications and contract documents.
 - 4. Make visits to the site at intervals appropriate to the various stages of construction to observe as experienced and qualified design professionals the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the contract documents. ENGINEER shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of such work. ENGINEER shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the contract documents, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the contract documents. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of

Rowan County (Client No: 3708)
3 of 22
MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

the progress of the work, shall endeavor to guard **OWNER** against defects and deficiencies in such work and may disapprove or reject work failing to conform to the contract documents.

- 5. Review and approve (or take other appropriate action in respect of) shop drawings and samples, the results of tests and inspections, and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents (but such review and approval or other action shall not extend to means, methods, sequences, techniques, or procedures of construction, or to safety precautions and programs incident thereto; determine the acceptability of substitute materials and equipment proposed by Contractor(s); and receive and review (for general content as required by specifications) maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by Contractor(s) in accordance with the contract documents.
- Review laboratory, shop, and mill test reports and prepare a tabulation or summary of laboratory test results to assist in monitoring the quality of construction.
- 7. Recommend to OWNER change orders and/or supplemental agreements to the construction contract incidental to existing field conditions or improvements in the Project design. Prepare estimates of cost or saving from proposed change order(s), prepare change order(s) along with basis for recommendation, and negotiate on behalf of OWNER with the Contractor to arrive, if possible, at an appropriate compensation resulting from the proposed revisions. The ENGINEER is not required by this provision to accomplish extensive design revisions and drawings resulting from a change in Project scope or major changes in design concept previously accepted by the OWNER where changes are due to causes beyond the ENGINEER's control.
- Advise the OWNER of needed special services and assist the OWNER in acquisition of such services as appropriate.
- 9. Based upon ENGINEER's on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules, determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts; such recommendations of payment will constitute a representation to OWNER, based on such observation and review, that the work has progressed to the point indicated, that to the best of ENGINEER's knowledge, information, and belief, the quality of such work is in accordance with the contract documents (subject to an evaluation of such work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents, and to any qualifications stated in his recommendation), and that payment of the amount recommended is due Contractor(s); but by recommending any payment ENGINEER will not thereby be deemed to have represented that continuous or exhaustive examinations have

Rowan County (Client No: 3708)
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MASTER CONTRACT with Talbert, Bright & Ellington, Inc.

been made by ENGINEER to check the quality or quantity of the work or to review the means, methods, sequences, techniques, or procedures of construction or safety precautions or programs incident thereto or that ENGINEER has made an examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests, or encumbrances, or that Contractor(s) have completed their work exactly in accordance with the contract documents.

- Prepare OWNER's applications for partial and final payments for submission to government agencies.
- 11. Conduct an inspection to determine if the Project is substantially complete and a final inspection to determine if the work has been completed in accordance with the contract documents and if each Contractor has fulfilled all of his obligations thereunder so that ENGINEER may recommend, in writing, final payment to each Contractor and may give written notice to OWNER and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed), but such recommendation and notice shall be subject to the limitations expressed herein.
- 12. ENGINEER will prepare for OWNER, on request, a set of record drawing prints showing those changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by Contractor(s) to ENGINEER and which ENGINEER considers significant.
- 13. The ENGINEER shall not be responsible for the acts of omission of any Contractor, or subcontractor, or any of the Contractor(s) or subcontractor(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise performing any of the contractor(s)' work; however, nothing contained herein shall be construed to release the ENGINEER from liability for failure to perform properly duties undertaken by the ENGINEER under this Contract.

SECTION II - SPECIAL SERVICES

At written request of the **OWNER**, the **ENGINEER** shall accomplish such special services as required by the **OWNER** to complete the Project. At the option of the **OWNER**, special services may be provided by the **OWNER** through contracts with other professionals or may be provided by the **ENGINEER**. When the **ENGINEER** is requested to provide special services, such services may be provided by **ENGINEER**'s own forces or through subcontracts with other professionals. Compensation for Special Services provided by **ENGINEER** shall be in accordance with one of the methods identified in <u>Section V - Payment of Services</u>. Special services, which may be requested include, but are not necessarily limited to the following:

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- A. Land surveys as necessary to establish property boundaries required for property acquisition purposes or preparation of property maps.
- B. Soils and material investigations including test boring, laboratory testing of soils and materials, related analyses, and recommendations.
- C. Engineering surveys (for design and construction) to include topographic surveys, base line surveys, cross section surveys, etc.
- D. Technical inspection of construction by full time Resident Project Representative, as required and approved by the OWNER. When authorized by the OWNER the duties, responsibilities and limitations of authority shall be described in <u>Section IV Duties</u>, <u>Responsibilities</u>, and Limitations of Authority of the Resident Project Representative.
- E. Reproduction of additional copies of reports, contract documents, and specifications above the specified number furnished in Section I – Basic Services.
- F. Assistance to the OWNER as expert witness in litigation arising from development or construction of the Project.
- G. The accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the OWNER in connection with the Project.
- H. Extra work created by design changes, after approval of plans and specifications by the OWNER and FAA, and beyond the control of the ENGINEER, that may be requested or authorized in writing by the OWNER in connection with the Project.
- Extra work required to revise or prepare contract documents, plans, and specifications to
 facilitate the award of more than one construction contract, in the event the OWNER adopts
 such construction program.
- J. Services resulting from significant changes in extent of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction or method of financing; and revising previously accepted studies, reports, design documents, or contract documents when such studies, reports, design documents, or contract documents when such revisions are due to causes beyond ENGINEER's control.
- K. Providing renderings or models for OWNER's use.
- L. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies, cash flow, and economic evaluations, rate schedules and appraisals; assistance in

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obtaining financing for Project; detailed quantity surveys of material, equipment, and labor; and audits or inventories required in connection with construction performed by **OWNER**.

- M. Additional or extended services during construction made necessary by:
 - 1. Work damaged by fire or other cause during construction.
 - 2. A significant amount of defective or neglected work of Contractor(s).
 - 3. Prolongation of the contract time of any prime contract by more than ten (10) days.
 - 4. Acceleration of the process schedule involving services beyond normal working hours.
 - 5. Default by Contractor(s).
 - The furnishing of a resident project representative other than an employee of the ENGINEER.
- N. Preparation of operating and maintenance manuals; protracted or extensive assistance in the utilization of any equipment or system (such as initial start-up, testing, adjusting, and balancing); and training personnel for operation and maintenance.
- O. Services after completion of the construction phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the Project.

SECTION III - RESPONSIBILITIES OF THE OWNER

As a party to this Contract, the OWNER shall:

- A. Make available for ENGINEER's use all record drawings, maps, soil data, etc.
- B. Designate a person to act with authority on OWNER's behalf and respond in a timely manner to submissions by ENGINEER providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Pay all costs associated with special services authorized by the OWNER, and all costs associated with obtaining bids from contractors.
- D. Furnish ENGINEER as required for performance of ENGINEER's basic services, data prepared by or services of others, including without limitation, core borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples,

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materials, and equipment; appropriate professional interpretations of all the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic, and utility surveys, property descriptions; zoning, deed, and other land use restrictions; and other special data or consultations not covered herein; all of which ENGINEER may rely upon in performing his services.

- E. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform his services.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor, and other consultants as OWNER deems appropriate for such examination and render decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consent from others as may be necessary for completion of the Project.
- H. Provide such accounting, independent cost estimating, and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract, and such inspection services as OWNER may require to ascertain that Contractor(s) are complying with any law, rule or regulation applicable to their performance of the work.
- Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope of timing of the ENGINEER's services, or any defect in the work of Contractor(s).

SECTION IV – DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE

ENGINEER may furnish a Resident Project Representative, assistants, and other field staff to assist **ENGINEER** in observing performance of the work of the Contractor.

Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work; but, the furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or

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programs, or responsibility for Contractor's failure to perform the work in accordance with the contract documents.

The duties and responsibilities of the Resident Project Representative are limited to those of ENGINEER in ENGINEER's agreement with the OWNER and in the construction contract documents, and are further limited and described as follows:

A. General: Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding his actions. Resident Project Representative's involvement in matters pertaining to the on-site work shall in general be with the ENGINEER and Contractor, keeping OWNER advised as necessary. Resident Project Representative's contact with subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

B. Duties and Responsibilities of Resident Project Representative:

- Schedules: Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
- Conferences and Meetings: Attend meetings with Contractor, such as pre-construction conferences, progress meetings, job conferences, and other Project related meetings, and prepare and circulate copies of minutes thereof.

3. Liaison:

- a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the contract documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations; and
- b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the work, according to the contract documents.

4. Shop Drawings and Samples:

- a. Record date of receipt of shop drawings and samples;
- Receive samples, which are furnished at the site by Contractor, and notify ENGINEER
 of availability of samples for examination; and
- c. Advise ENGINEER and Contractor of the commencement of any work requiring a shop drawing or sample if the ENGINEER has not accepted the submittal.

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5. Review of Work, Rejection of Defective Work, Inspections and Tests:

- a. Conduct on-site observations of the work in progress to assist ENGINEER in determining if the work is, in general, proceeding in accordance with the contract
- b. Report to ENGINEER whenever Resident Project Representative believes that any work is unsatisfactory, faulty, or defective, or does not conform to the contract documents, or has been damaged, or does not meet the requirements of any inspections, test, or approval required to be made; and advise ENGINEER of work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval;
- c. Verify that tests, equipment, and systems startup, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to tests, procedures, and startups; and
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of the inspections, and report to ENGINEER.
- 6. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the contract documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in drawings or specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to Contractor decisions as issued by ENGINEER.

8. Records:

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original contract documents including all work directive changes, addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the contract documents, progress reports, and other Project-related documents; and
- b. Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions of work directive changes, change orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

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 Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of material and equipment.

9. Reports:

- Furnish ENGINEER periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of shop drawings and sample submittals;
- Consult with ENGINEER in advance of scheduled major tests, inspections, or start of important phases of the work;
- c. Draft proposed change orders and work directive changes, obtaining backup material from Contractor and recommend to ENGINEER change orders, work directive changes, and field orders; and
- d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- 10. <u>Payment Requests:</u> Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, work completed, and materials and equipment delivered at the site but not incorporated in the work.
- 11. Certificates, Maintenance, and Operations Manuals: During the course of the work, verify that certificates, maintenance and operation manuals, and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the contract documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for work.

12. Completion:

- Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction;
- b. Conduct on-site review in the company of **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected; and
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

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- C. Limitations of Authority: Resident Project Representative shall not:
 - Authorize any deviation from the contract documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - 2. Exceed limitations of ENGINEER's authority as set forth in the contract documents.
 - Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
 - 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction unless such advice or directions are specifically required by the contract documents.
 - Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - 6. Accept shop drawing or sample submittals from anyone other than Contractor.
 - 7. Authorize OWNER to occupy the Project in whole or in part.
 - 8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

SECTION V - PAYMENT OF SERVICES

The OWNER agrees to compensate the ENGINEER for services performed in accordance with one of the following methods as hereinafter set forth. The method of payment and the amount for specified services shall be detailed in a Work Authorization, which shall be prepared by the ENGINEER and submitted to the OWNER for review and approval. The receipt of an approved Work Authorization will constitute the ENGINEER's Notice-to-Proceed.

The ENGINEER is not to undertake any work prior to the receipt of an approved Work Authorization executed and approved by the OWNER.

- A. Methods of Payment: One or more of the following methods of payment shall be used and the method for each phase of the work shall be stated in the appropriate Work Authorization:
 - Per Diem: Under this method of payment, the ENGINEER's compensation will be equal to the hours expended on a Project times the rates established in a Work Authorization, which shall be inclusive of all overhead and profit; plus payment for direct nonsalary expenses. The

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- current rates for labor include salaries, payroll costs, overhead and profit. These rates are adjusted annually by the **ENGINEER** in July of each year.
- 2. <u>Lump Sum:</u> For work that can be defined and delineated in advance, payment to the ENGINEER will be made on the basis of a lump sum. The agreed lump sum shall represent full payment for all payroll, overhead, profit, and other direct nonsalary expenses as hereinafter described. The lump sum will neither increase nor decrease unless there should be a change in the scope, complexity, or duration of the work. In that event, the lump sum would be subject to renegotiation.
- B. <u>Terms and Conditions:</u> The basis of compensation described is based upon the following conditions:
 - Time charged to the Project by office engineering personnel will include the time that the
 applicable employees are engaged in actual work on the Project at the ENGINEER's office,
 at the site of the Project, or travel status in connection with the Project.
 - Only the personnel needed and required to accomplish the services in keeping with the prescribed schedule shall be assigned to the Project.
 - Charges will not be made to the Project during periods of sickness, vacation, or at any other times when personnel assigned are not gainfully employed on the work.

C. Payment Schedules:

Invoices shall be due and payable within 30 days after the date of invoice. A service charge
of one (1) percent per month shall be added to all overdue accounts.

SECTION VI - MISCELLANEOUS PROVISIONS

- A. <u>Estimates</u>: Since the ENGINEER has no control over the cost of labor and materials or over competitive bidding market conditions, the estimates of construction cost provided for herein are to be made on the basis of experience and qualifications, but the ENGINEER does not guarantee the accuracy of such estimates as compared to the Contractor's bids of the Project construction cost.
- B. <u>Extra Work:</u> It is mutually understood and agreed that the OWNER will compensate the ENGINEER for services resulting from significant changes in general scope of the Project or its design, including but not necessarily limited to, changes in size, complexity, Project schedules, character of construction, revisions to previously accepted studies, reports, design documents, or contract documents, and for preparation of documents for separate bids, when such revisions are due to causes beyond the ENGINEER's control and when requested or authorized by the

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OWNER. Extra work may also include special services as identified in <u>Section II – Special Services</u>. Compensation for extra work and any associated special services shall be in accordance with one of the methods identified in <u>Section V – Payment of Services</u>.

C. Reuse of Documents: All documents, including drawings and specifications prepared by ENGINEER pursuant to this Contract, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by ENGINEER for the specific purposes intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER; and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER. Notwithstanding these provisions the OWNER shall be provided upon request a reproducible copy of any drawing produced under this Contract at the cost of reproduction.

D. Responsibility of the ENGINEER:

- The ENGINEER shall be responsible for the professional quality, technical accuracy, timely
 completion, and the coordination of all designs, drawings, specifications, reports, and other
 services furnished by the ENGINEER under this Contract.
- Approval by the OWNER or FAA of drawings, designs, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve the ENGINEER of his responsibility for the technical adequacy of his work.

E. Period of Services:

- The provisions of this Section and the various rates of compensation for ENGINEER's services provided for elsewhere in this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the construction phase. ENGINEER's obligation to render services hereunder will extend for a period, which may reasonably be required for the design, award of contracts, and construction of the Project.
- If OWNER has requested significant modifications or changes in the extent of the Project, the time of performance of ENGINEER's services and his various rates of compensation shall be adjusted appropriately.
- If OWNER fails to give prompt written authorization to proceed with any phase of services
 after completion of the immediately preceding phase, ENGINEER may, after giving seven
 (7) days' written notice to OWNER, suspend services under this Contract.
- If ENGINEER's services for design or during construction of the Project are delayed or suspended in whole or in part for reasons beyond ENGINEER's control, ENGINEER shall

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on written demand to **OWNER** (but without termination of this Contract) be paid as provided for in <u>Section V - Payment of Services</u>. If such delay or suspension extends for more than one (1) year for reasons beyond **ENGINEER**'s control, or if **ENGINEER** for any reason is required to render services more than one (1) year after substantial completion, the various rates of compensation provided for elsewhere in this Contract shall be subject to an increase not to exceed ten (10) percent per year.

F. Termination:

- This Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligation under this Contract through no fault of the terminating party provided that no such termination may be effected unless the other party is given:
 - a. Not less than ten (10) calendar days written notice of intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 2. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination is for good cause (such as legal or financial reasons or major changes in the work program requirements) and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 3. This Contract may be terminated in whole or in part in writing by the OWNER for its convenience provided that such termination occurs at the completion of a phase of work or work authorization and that the ENGINEER is given:
 - a. Not less than ten (10) calendar days written notice of the intent to terminate; and
 - b. An opportunity for consultation with the terminating party prior to termination.
- 4. Upon receipt of a termination notice, the ENGINEER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to the OWNER copies of all data, drawings, specifications, report estimates, summaries, and such other information and materials as may be accumulated by the ENGINEER performing this Contract, whether completed or in process.
- 5. If this Contract is terminated by either party, the ENGINEER shall be paid for services rendered and any expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments, which have become firm prior to termination. If the termination of the Contract occurs at the conclusion of one

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phase and prior to authorization of the OWNER to begin the next phase, payment by the OWNER of the completed phase shall be considered full compensation due the ENGINEER. If Contract is terminated by the OWNER for default of the ENGINEER, the amount due the ENGINEER may be adjusted to the extent of any additional cost incurred by the OWNER as a result of the ENGINEER's default.

- G. <u>Remedies:</u> Except as may be otherwise provided in this Contract all claims, counter claims, disputes, and other matters in question between OWNER and the ENGINEER arising out of or related to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the OWNER is located.
- H. Professional Liability: ENGINEER maintains professional liability coverage for damages as a result of our negligent acts, errors, or omissions. Our liability for this project will be limited to \$1,000,000 for its negligent acts, errors, or omissions. If the OWNER desires a higher limit of liability, then an additional fee to offset the additional cost associated with a higher limit of liability can be negotiated. Upon request, a certificate of insurance will be provided as proof of coverage.

I. Audit: Access to Records:

- The ENGINEER shall maintain books, records, documents, and other evidence directly
 pertinent to the work under this Contract in accordance with generally accepted accounting
 principles and practices. The OWNER, FAA, Comptroller General of the United States, or
 any of their duly authorized representatives shall have access to any books, documents,
 papers, records, and other evidence which relates directly to the Project for the purpose of
 examination, audit, excerpts, and transcriptions.
- Records described above shall be maintained and made available during the performance under this Contract and for a period of three (3) years after the OWNER makes final payment.
- J. <u>Civil Right Assurance</u>: During the performance of this Contract, the ENGINEER, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:
 - Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations) which are herein incorporated by reference and made a part of this Contract.

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- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including practices when the Contract covers a program set forth in Appendix B of the Regulations.
- 3. Solicitations for Subcontractors, including procurements of materials and equipments. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. Information and Report: The Contract shall provide all information and reports required by Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the OWNER or FAA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall set forth what efforts it has made to obtain the information.
- 5. <u>Sanctions for Noncompliance</u>: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the OWNER shall impose such Contract sanctions as it or the FAA determine to be appropriate, including but not limited to:
 - Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
 - b. Cancellation, termination, or suspension of the Contract, in whole or in part.
- 6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 of Section VI, I, in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the OWNER or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with subcontractor or supplier as a result of such direction, the Contractor may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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K. Minority Business Enterprise (MBE) Assurances:

- Policy: It is the policy of the DOT that minority business enterprises as defined in 49 CFR
 Part 23 shall have the maximum opportunity to participate in the performance of contracts
 financed in whole or in part with federal funds under this Contract. Consequently, the MBE
 requirements of 49 CFR Part 23 apply to this Contract.
- 2. MBE Obligation: The Contractor agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of Contracts and subcontracts financed in whole or in part with federal funds provided under this Contract. In this regard, all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform Contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted Contracts.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date and year first written above.

OWNER: ROWAN COUNTY	ENGINEER: TALBERT BEIGHT & ELLINGTON,
BY: Say of Care	INC. BY
TITLE: MANAGEA	TITLE: Vice President
DATE: 1/9/14	DATE: 3/27/14
WITNESS: Analyx Karger	WITNESS: Yumem. Cach
ADDRESS:	ADDRESS:
130 West Innes Street	4944 Parkway Plaza Boulevard
Salisbury, NC 28144	Suite 350
**	Charlotte, NC 28217

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EXHIBIT A ROWAN COUNTY ROWAN COUNTY AIRPORT SALISBURY, NORTH CAROLINA

(insert project name)
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES
WORK AUTHORIZATION NO. insert number (i.e., xx-xx)

DATED: (<u>insert date</u>)
TBI PROJECT NO. (<u>insert project number</u>)

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Scope of Services: (insert description of work to be performed)

<u>Time Schedule</u>: Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer. (OR insert time frame agreed upon)

<u>Cost of Services</u>: The method of payment shall be in accordance with Section V - Payment of Services of the Master Contract (dated <u>insert master contract date</u>). Paragraphs A and B of Section V will apply. The total value of this Work Authorization shall not exceed <u>Sinsert amount</u> without additional authorization.

Agreed as to Scope of Services, Time Schedule, and Cost of Services:

OWNER: ROWAN COUNTY	ENGINEER: TALBERT, BRIGHT & ELLINGTON, INC.
BY: () Kayan Lo Manage r	BY: Vice President
TITLE:	TITLE:
DATE: acoline Sarger	DATE:
WITNESS:	WITNESS:

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Exhibit A-1 SCOPE OF SERVICES

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Exhibit A-2
PROFESSIONAL FEE SUMMARY

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Exhibit A-3
SPECIAL SERVICES

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BID TABULATION RUNWAY 20 GLIDESLOPE REPLACEMENT MID-CAROLINA REGIONAL AIRPORT TBE PROJECT NO. 3708-1802

BASE BID Page 1 of 3 December 15, 2020

ITEM	SPEC BASE BID			CORNE	COMPANY, INC LIUS, NC #19284	ENGINEER'S ESTIMATE		
NO.	NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-105	MOBILIZATION	1	LS	\$96,965.00	\$96,965.00	\$41,000.00	\$41,000.00
2	C-102	TEMPORARY SILT FENCE	540	LF	\$3.94	\$2,127.60	\$4.00	\$2,160.00
3	C-102	TEMPORARY CONSTRUCTION ENTRANCE	1	EA	\$3,939.00	\$3,939.00	\$4,000.00	\$4,000.00
4	P-152	UNCLASSIFIED EXCAVATION	300	CY	\$70.90	\$21,270.00	\$24.00	\$7,200.00
5	P-152	UNSUITABLE EXCAVATION	250	CY	\$99.79	\$24,947.50	\$50.00	\$12,500.00
6	RPS	DEMOLISH EXISTING GLIDESLOPE SHELTER AND FOUNDATIONS (COMPLETE)	1	EA	\$3,939.00	\$3,939.00	\$15,000.00	\$15,000.00
7	P-209	CRUSHED AGGREGATE BASE COURSE	180	CY	\$147.06	\$26,470.80	\$95.00	\$17,100.00
8	PMBP	BITUMINOUS CONCRETE INTERMEDIATE COURSE, TYPE I-19.0B	110	TN	\$278.36	\$30,619.60	\$180.00	\$19,800.00
9	PMBP	BITUMINOUS CONCRETE SURFACE COURSE, TYPE S-9.5B	70	TN	\$286.89	\$20,082.30	\$180.00	\$12,600.00
10	P-603	BITUMINOUS TACK COAT	75	GAL	\$8.21	\$615.75	\$4.00	\$300.00
11	P-602	BITUMINOUS PRIME COAT	220	GAL	\$50.63	\$11,138.60	\$4.00	\$880.00
12	N-100	INSTALLATION OF NEW GS SHELTER AND ALL ELECTRONICS WITH SHELTER FOUNDATION	1	LS	\$348,579.18	\$348,579.18	\$320,000.00	\$320,000.00
13	T-901	SEEDING	2	AC	\$3,282.50	\$6,565.00	\$1,800.00	\$3,600.00
14	T-908	MULCHING	2	AC	\$1,969.50	\$3,939.00	\$1,000.00	\$2,000.00
		BASE BID AMOUNT:				\$601,198.33		\$458,140.00

^{*} ERROR IN EXTENDED TOTAL

I HEREBY CERTIFY THIS TABULATION OF BIDS TO BE CORRECT.

J. Andrew Shook12/21/20TALBERT & BRIGHT, INC.DATE

^{**} ERROR IN TOTAL BID AMOUNT

BID TABULATION RUNWAY 20 GLIDESLOPE REPLACEMENT MID-CAROLINA REGIONAL AIRPORT TBE PROJECT NO. 3708-1802

ADDITIVE ALTERNATE BID 1 Page 2 of 3 December 15, 2020

ITEM	enec.	ADDITIVE ALTERNATE BID 1				M COMPANY, INC ELIUS, NC :.#19284		BINEER'S TIMATE
NO.		DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
15		UNSUITABLE EXCAVATION	30	CY	\$45.96	\$1,378.80	\$50.00	\$1.500.00
16		8" CONCRETE PILE CAP	110	SY	\$164.13	\$18,054.30	\$150.00	\$16,500.00
17	L-105	DEMOLITION OF EXISTING CONCRETE AND STONE FOUNDATIONS	3	EA	\$3,939.00	\$11,817.00	\$5,000.00	\$15,000.00
18	L-105	DEMOLITION OF EXISTING END-FIRE GLIDESLOPE ANTENNA AND HARDWARE	1	LS	\$3,282.50	\$3,282.50	\$25,000.00	\$25,000.00
19	L-108	CABLE TRENCH	110	LF	\$31.51	\$3,466.10	\$5.00	\$550.00
20	L-108	#6, BARE COPPER COUNTERPOISE, INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	110	LF	\$31.51	\$3,466.10	\$5.00	\$550.00
21	L-108	7/8" AIR DIELECTRIC RF CABLE, INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	110	LF	\$169.38	\$18,631.80	\$75.00	\$8,250.00
22	L-110	2" PVC, SCHEDULE 40 CONDUIT	110	LF	\$49.24	\$5,416.40	\$14.00	\$1,540.00
23	N-100	INSTALLATION OF NEW CAT I END-FIRE GLIDESLOPE ANTENNA, COMPLETE	1	LS	\$700,991.01	\$700,991.01	\$550,000.00	\$550,000.00
		ADDITIVE ALTERNATE BID 1 AMOUNT:				\$766,504.01		\$618,890.00

BID TABULATION RUNWAY 20 GLIDESLOPE REPLACEMENT MID-CAROLINA REGIONAL AIRPORT TBE PROJECT NO. 3708-1802

ADDITIVE ALTERNATE BID 2
Page 3 of 3
December 15, 2020

				JD GOODRUM COMPANY, INC CORNELIUS, NC LIC.#19284		ENGINEER'S ESTIMATE		
ITEM		ADDITIVE ALTERNATE BID 2						
NO.	NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
24	RPS	REMOVE EXISTING CABLE AND CONDUIT	1,340	CY	\$2.63	\$3,524.20	\$8.00	\$10,720.00
25	RPS	REMOVE EXISTING HANDHOLE	20	SY	\$196.95	\$3,939.00	\$200.00	\$4,000.00
26	L-108	CABLE TRENCH	1,340	EA	\$2.63	\$3,524.20	\$4.00	\$5,360.00
27	L-108	#6, BARE COPPER COUNTERPOISE, INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	1,340	LS	\$2.63	\$3,524.20	\$2.00	\$2,680.00
28	L-108	#12-3UF POWER CABLE, INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	840	LF	\$5.25	\$4,410.00	\$4.00	\$3,360.00
29	L-108	7/8" AIR DIELECTRIC RF CABLE, INSTALLED IN TRENCH, DUCTBANK OR CONDUIT	2,950	LF	\$28.56	\$84,252.00	\$75.00	\$221,250.00
30	L-110	2" PVC, SCHEDULE 40 CONDUIT	1,590	LF	\$7.22	\$11,479.80	\$14.00	\$22,260.00
31	L-110	4" PVC, SCHEDULE 40 CONDUIT	600	LF	\$13.13	\$7,878.00	\$20.00	\$12,000.00
32	L-115	ELECTRICAL HANDHOLE	18	LS	\$10,943.86	\$196,989.48	\$5,000.00	\$90,000.00
Ť	•							
	_	ADDITIVE ALTERNATE BID 2 AMOUNT:				\$319,520.88		\$371,630.00



June 4, 2013

Dear Valued Customer,

As part of our ongoing product lifecycle management process, we have identified some products that will be transitioned to "End-of-Life" status. Products reach "End-of-Life" status for a variety of reasons including the lack of continued support by external vendors, unavailability of parts, as well as obsolescence of particular technologies.

Because we understand the importance to your long range planning, we are sending this notice to allow you to plan for the "End-of-Life" of the SELEX products listed below. Please see the chart below for the dates, after which the listed products will no longer be supported.

Discontinued Product Description	End Manufacture of New Spares	End Product Support	Recommended SELEX Replacement
	•		Product
1100 ILS	30 December 2012	30 December 2013	2100 ILS
1137 PIR	30 December 2012	31 July 2013	2137 PIR
1130 Marker Beacon	30 December 2012	30 December 2013	2130 Marker Beacon
1138 RSCU	30 December 2011	30 December 2013	2238 RCSU
2138 RCSU	30 December 2012	30 December 2013	2238 RCSU

We thank you for your business and desire a continued relationship with you in the future. We remain committed to providing you with the highest quality products and services. Please contact us for any information you may need in planning you future needs at +1 (800) 332-2744

Tel: +1-913-495-2600

Fax: +1-913-492-0870

www.selex-si-us.com

Gary Pope

Customer Service Manager



June 4, 2016

Thad Howell Airport Director Rowan County Airport 704-216-7753

Dear Mr. Thad Howell & To Whom It My Concern,

As the ILS technician, I would like to bring to your attention the state that the Rowan County ILS systems are in at the present time. The Localizer and Glide Slope are 19 years old but are still working with no problems. However, in the past few years both have had some failures that were repaired with the spare parts on hand.

The purpose of this letter is to inform you that after the 30th of December 2013 the factory dropped all support and repair of the proprietary parts in both systems (cards, modules, detectors, etc.) for the model of LOC and GS that you have at Rowan County Airport. Please understand that any parts that I have used for repairs since the end of life date of Dec. 2013 have not been repaired for further use. If either system were to have a major failure or a major lighting strike, Rowan County ILS would have to be cut off until new systems were installed.

It would be an economic advantage for Rowan County to replace the ILS systems with the latest supported equipment. It takes 6 months to a year from start to finish for an ILS system to be installed. If your present system continues working during the replacement process, then you would only be out of service for a month or two. But if it fails and cannot be repaired before you start the replacement process, then your ILS would be out of service for 6 to 12 months or more.

Let me assure you I will do all that I can to keep the present system running for as long as I can, but some things are out of my control. I have included with this letter the factory statement showing the end of life for the system that you have now.

Sincerely,

Rocky Kennedy

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

DATE: 2/13/22

SUBJECT: Zoll Medical Corp. State Contract Purchase

Rowan County released a request for information (RFI) for cardiac monitors with responses received on November 16, 2021. Three companies, Code Blue Resources, Stryker and Zoll Medical Corporation, then came on site 3 days and provided demonstrations of their products. The equipment was available for emergency services' staff from November 17th until December 15th. An evaluation committee of emergency services' staff decided to go with Zoll devices. These devices are being purchased from North Carolina State Contract 465B as NCGS 143-129(e)(9) allows. EMS wishes to purchase 149 AEDs and 25 cardiac monitors totaling \$1,301,880. Rowan County will be providing 140 AEDs to the volunteer fire stations throughout Rowan County.

Attached are the quotes from Zoll and the State Contract documentation.

The Emergency Services and Purchasing Director recommend that the Board of Commissioners authorize the purchase of AEDs and cardiac monitors from Zoll Medical Corporation for a total cost not to exceed \$1,301,880.

ATTACHMENTS:

Description	Upload Date	Type
Zoll quote 1	2/13/2022	Cover Memo
Zoll Quote 2	2/13/2022	Cover Memo
Zoll Quote 3	2/13/2022	Cover Memo
State Contract Info	2/13/2022	Cover Memo
Contract info	2/13/2022	Cover Memo



Quote No: Q-25061 Version: 1

2727 Old Concord Rd Suite E

Salisbury, NC 28146-8388

TJ Brown

(704) 216-8918

ZOLL Customer No: 277683

tj.brown@rowancountync.gov

Rowan County Emergency Services

ZOLL Medical Corporation

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Quote No: Q-25061

Version: 1

Issued Date: February 10, 2022 Expiration Date: March 31, 2022

Terms: NET 30 DAYS

Prepared by: Andrea Jannarone Senior Account Executive ajannarone@zoll.com +1 9195947668

FOB: Destination Freight: Free Freight

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1	715126	20100000102011010	AED Plus® with AED Cover	140	\$1,995.00	\$1,215.96	\$170,234.40
			Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression bar. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.				
2	715126	8000-0807-01	Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve	140	\$78.75	\$63.75	\$8,925.00
3	715126	8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case	17	\$605.64	\$459.20	\$7,806.40
4	715126	8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes - 1 pair	4	\$81.11	\$61.50	\$246.00
5	715126	8900-0810-01	Pedi-padz II Pediatric Multi-Function Electrodes Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	140	\$99.75	\$80.75	\$11,305.00

Subtotal: \$198,516.80

Total: \$198,516.80

Contract Reference	Description
715126	Reflects NASPO 2017 - Contract No. Ok-Sw-300 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in NASPO 2017 - Contract No. OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Rowan County Emergency Services Quote No: Q-25061 Version: 1

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/GTC and for hosted software products can be found at http://www.zoll.com/SSPTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1. Delivery will be made 120-150 days days after receipt of accepted purchase order.
- 2. Applicable tax, shipping & handling will be added at the time of invoicing.
- 3. All purchase orders are subject to credit approval before being accepted by ZOLL.
- 4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
- 5. All discounts from list price are contingent upon payment within the agreed upon terms.
- 6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Informat	ion (to be completed by the customer)					
[] Tax Ex	empt Entity (Tax Exempt Certificate must be provident	led to ZOLL)				
[] Taxabl	e Entity (Applicable tax will be applied at time of inv	voice)				
BILL TO ADDE	RESS	SHIP TO ADDRESS				
Name/Departm	Name/Department: Name/Department:					
Address:	Address: Address:					
City / State / Zi	ip Code:	City / State / Zip Code:				
	order (PO) required for the purchase and/or paymer	·				
[] Yes		Amount:				
	(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)					
[] No] No (Please complete the below section when submitting this order)					

For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.

Rowan County Emergency Services

Authorized Signature:

Name:	
Title:	
Date:	



Quote No: Q-23020 Version: 1

2727 Old Concord Rd Suite E

Salisbury, NC 28146-8388

ZOLL Customer No: 277683

tj.brown@rowancountync.gov

TJ Brown (704) 216-8918

Rowan County Emergency Services

ZOLL Medical Corporation

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Quote No: Q-23020

Version: 1

Issued Date: January 20, 2022 Expiration Date: March 20, 2022

Terms: NET 30 DAYS

FOB: Destination Freight: Free Freight

Prepared by: Andrea Jannarone Senior Account Executive ajannarone@zoll.com +1 9195947668

+1 9195947668 Contract **Part Number** Description **List Price** Adj. Price **Total Price** Qty Item Reference 715126 601-2231212-01 X Series Advanced Monitor/Defibrillator - 12-Lead \$45.514.25 \$34,135.68 \$136,542.72 ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Rowan County Emergency Services Quote No: Q-23020 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
2	715126	8000-0674	Disposable Temperature Sensor Adapter Cable	4	\$73.13	\$58.22	\$232.88
3	715126	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector	4	\$52.50	\$43.05	\$172.20
4	715126	REUSE-12L-2MQ	Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist Lock connector	4	\$52.50	\$43.05	\$172.20
5	715126	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2- Tube, Twist Lock connector	4	\$52.50	\$43.05	\$172.20
6	715126	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2- Tube, Twist Lock connector	4	\$52.50	\$43.05	\$172.20
7	715126	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	4	\$252.35	\$206.93	\$827.72
8	715126	8000-000459	M-LNCS DCI Reusable Sensor	4	\$303.85	\$249.16	\$996.64
9	715126	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	4	\$870.35	\$692.90	\$2,771.60
10	715126	8000-000372	rainbow® DCI-P® SpO2/SpCO/SpMet Pediatric Reusable Sensor	4	\$870.35	\$692.90	\$2,771.60
11	715126	8000-0580-01	Six hour rechargeable Smart battery	8	\$519.75	\$405.90	\$3,247.20
12	715126	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	1	\$2,793.51	\$2,118.06	\$2,118.06
13		8000-000393-01	X Series Carry Case, Premium	4	\$350.00	\$350.00	\$1,400.00
14		8300-000831-40	MFC Therapy Cable with CPR Connector, X Series/ PPMD	4	\$459.64	\$0.00	\$0.00
15		8400-110045	CaseReview Premium Subscription, R Series and X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	4	\$2,054.85	\$2,054.85	\$8,219.40



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Rowan County Emergency Services Quote No: Q-23020 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
16		Part Number 8778-89055-WF	X Series - Worry-Free Service Plan - 5 Years On-Site At Time of Sale Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional lithium SurePower Batteries, discount on parameter upgrades, Lithium-ion SurePower II Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. • ACCIDENTAL DAMAGE COVERAGE Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM - Batteries must be maintained per ZOLL's recommended maintenance	Qty 4	\$8,435.00	Adj. Price \$7,591.50	\$30,366.00
			program Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.				

Subtotal: \$190,182.62

Total: \$190,182.62

Contract Reference	Description
715126	Reflects NASPO 2017 - Contract No. Ok-Sw-300 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in NASPO 2017 - Contract No. OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/SSPTC and for hosted software products can be found at http://www.zoll.com/SSPTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1. Delivery will be made 60-90 days days after receipt of accepted purchase order.
- 2. Applicable tax, shipping & handling will be added at the time of invoicing.
- 3. All purchase orders are subject to credit approval before being accepted by ZOLL.
- 4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
- 5. All discounts from list price are contingent upon payment within the agreed upon terms.
- 6. Place your future accessory orders online by visiting www.zollwebstore.com.



269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Rowan County Emergency Services Quote No: Q-23020 Version: 1

Order Information (to be completed by the cust	comer)			
[] Tax Exempt Entity (Tax Exempt Certificat	e must be provided to ZOLL)			
[] Taxable Entity (Applicable tax will be appl	lied at time of invoice)			
BILL TO ADDRESS	SHIP TO ADDRESS			
Name/Department:	Name/Department:			
Address:	Address:			
City / State / Zip Code:	City / State / Zip Code:			
[] Yes PO Number:	e and/or payment of the products listed on this quotation? PO Amount: nust be included with this Quote when returned to ZOLL)			
[] No (Please complete the below sect	(Please complete the below section when submitting this order)			
	requires written execution of this order. The person signing below represents and e party for which he or she is signing to the terms and prices in this quotation.			
Name:				
Title:				
Date:				

ALS/BLS Software Solutions Master Application Service Provider Agreement

- 1. Orders. ZOLL Data Systems, Inc. ("ZOLL") shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract ("Order") between ZOLL and another party ("Customer") incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the "Agreement"). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "Services". The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.
- 2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement ("Fees"). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL's invoice. The first invoice will be sent after the Deployment Effective Date. "Deployment Date" means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL's shipment of defibrillators that are included on the Order (the "Latest Deployment Date"), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL's credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes").
- 3. ASP Services. "ASP Services" means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the "Documentation"), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.
- 3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use ("Registered Users") through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.
- 3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "Software".
- 3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.
- 3.4. Service Level Agreement.
- **3.4.1. Downtime.** "**Downtime**", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.
- **3.4.2.** Planned Downtime. "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable. "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.
- **3.4.3.** Excused Downtime. "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.
- 3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

(Downtime - (Planned Downtime + Excused Downtime))
Total number of minutes in the calendar month

x 100 = x %, where "x" is Unplanned Downtime.

- **3.4.5.** Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.
- **3.4.6.** Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

- 3.4.7. Customer Content; Security; Backup.
- **3.4.7.1.** Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); provided, however, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.
- **3.4.7.2.** Security. Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.
- 3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.
- 3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.
- 3.4.8. Remedies. A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; provided, that Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.
- **3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material
- 4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.
- 5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

- **5.1.1.** Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.
- **5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.
- **5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").
- **5.1.4.** Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.
- 5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

- **6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.
- **6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein
- **6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "**AS IS**", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.
- Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

- 8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most cur
- **8.2.** By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties or services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

- 9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.
- 10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

- 11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; provided, however, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.
- 11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.
- 11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

12. General Provisions.

- 12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.
- 12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2 above.
- 12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.
- 12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).
- 12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this <u>Section 12.5</u>), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

- 12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.
- 12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- 12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.
- 12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("Third Party Products or Services"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.
- 12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event").
- 12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
- 13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("PHI") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA
- 13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.
- **13.2.** Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.
- 13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
- **13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.
- 13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- 13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

- 13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.
- 13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.
- 13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.
- **13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.
- 13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.
- 13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.
- 13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.
- 13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
- **13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).
- 13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.
- 13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.
- 13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

<u>Customer</u>
Signature:
Name:
Γitle:
Company:
Company Address:
Date:



Quote No: Q-23021 Version: 1

2727 Old Concord Rd Suite E

Salisbury, NC 28146-8388

ZOLL Customer No: 277683

tj.brown@rowancountync.gov

TJ Brown (704) 216-8918

Rowan County Emergency Services

ZOLL Medical Corporation

269 Mill Road Chelmsford, MA 01824-4105 Federal ID# 04-2711626

> Phone: (800) 348-9011 Fax: (978) 421-0015 Email: esales@zoll.com

Quote No: Q-23021

Version: 1

Issued Date: January 20, 2022 Expiration Date: March 20, 2022

Terms: NET 30 DAYS

FOB: Destination Freight: Free Freight

Prepared by: Andrea Jannarone Senior Account Executive ajannarone@zoll.com +1 9195947668 Contract **Part Number** Description **List Price** Adj. Price **Total Price** Qty Item Reference 715126 601-2231212-01 X Series Advanced Monitor/Defibrillator - 12-Lead \$45.514.25 \$34,135.68 \$716,849.28 ECG, Pacing, SpO2, SpCO, EtCO2, BVM, Temp, NIBP, CPR Expansion Pack, Remote View Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in (16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty. Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru ® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with

Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo SpO2 & SpCO with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately • Two Temperature monitoring channels with digital displays. Temperature probes sold separately •



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Rowan County Emergency Services Quote No: Q-23021 Version: 1

Item	Contract Reference	Part Number	,		List Price	Adj. Price	Total Price
2	715126	8000-0674			\$73.13	\$58.22	\$1,222.62
3	715126	REUSE-13-2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist Lock connector		\$52.50	\$43.05	\$904.05
4	715126	REUSE-12L-2MQ	Velch Allyn REUSE-12L-2MQ Cuff, Lg Adult 21 \$52.50 ong, 2-Tube, Twist Lock connector		\$43.05	\$904.05	
5	715126	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2- Tube, Twist Lock connector	21	\$52.50	\$43.05	\$904.05
6	715126	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2- Tube, Twist Lock connector		\$52.50	\$43.05	\$904.05
7	715126	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable		\$252.35	\$206.93	\$4,345.53
8	715126	8000-000459	-LNCS DCI Reusable Sensor 21 \$303.85 \$249.		\$249.16	\$5,232.36	
9	715126	8000-000371	rainbow® DCI® SpO2/SpCO/SpMet Adult Reusable Sensor with connector (3 ft)	Reusable Sensor with connector (3 ft)		\$692.90	\$11,086.40
10	715126	8000-000372	rainbow® DCI-P® SpO2/SpCO/SpMet Pediatric Reusable Sensor	21	\$870.35	\$692.90	\$14,550.90
11	715126	8000-0580-01	Six hour rechargeable Smart battery		\$519.75	\$405.90	\$11,771.10
12	715126	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters		\$2,793.51	\$2,118.06	\$6,354.18
13	715126	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries		\$1,022.02	\$774.90	\$12,398.40
14		8000-000393-01	X Series Carry Case, Premium 21 \$350.00		\$350.00	\$7,350.00	
15		8300-000831-40	MFC Therapy Cable with CPR Connector, X 21 \$459.64 Series/ PPMD		\$0.00	\$0.00	
16	715126	8012-0206	12-lead ECG Simulator 1 \$1,151.80 \$0.00		\$0.00	\$0.00	
17	715126	8009-0751-01	See-Thru CPR Simulator for E Series, R Series, 1 \$535.34 \$0.		\$0.00	\$0.00	
18	715126	8900-0190	Training CPR Stat-padz. Includes one training cable with CPR Sensor, Y Connector for simulator connection, and one pair of replacement training electrodes.	1	\$96.25	\$0.00	\$0.00



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Rowan County Emergency Services Quote No: Q-23021 Version: 1

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
19		8400-110045	CaseReview Premium Subscription, R Series and X Series, 5 Year- Hosted Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	12	\$2,054.85	\$2,054.85	\$24,658.20
20		8778-89055-WF	Replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. • BATTERY REPLACEMENT PROGRAM - Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician.		\$150,564.75		
21		7800-0215-61	All Philips MRx EMS Trade In Allowance See Trade Unit Considerations.	15		(\$5,500.00)	(\$82,500.00)
22		8502-001103-01	ZOLL AED 3® BLS EMS/ FIRE Package Includes: Product Documentation, ZOLL AED 3 Battery Pack, Carry Case, CPR Stat padz, Pedi padz II. Six (6) year factory warranty.	9	\$3,650.00	\$2,920.00	\$26,280.00
23		7800-0212-61	All Philips BLS Trade In Allowance (EMS Group) See Trade Unit Considerations.	3		(\$200.00)	(\$600.00)

Subtotal: \$913,179.92

Total: \$913,179.92

Contract Reference	Description
715126	Reflects NASPO 2017 - Contract No. Ok-Sw-300 contract pricing. Notwithstanding anything to the contrary herin, the terms and conditions set forth in NASPO 2017 - Contract No. OK-SW-300 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations

Trade-In values valid through March 20, 2022 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes



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responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at http://www.zoll.com/GTC and for software products can be found at http://www.zoll.com/GTC and for hosted software products can be found at http://www.zoll.com/SSPTC. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

- 1. Delivery will be made 60-90 days days after receipt of accepted purchase order.
- 2. Applicable tax, shipping & handling will be added at the time of invoicing.
- 3. All purchase orders are subject to credit approval before being accepted by ZOLL.
- 4. To place an order, please forward the purchase order with a copy of this quotation to esales@zoll.com or via fax to 978-421-0015.
- 5. All discounts from list price are contingent upon payment within the agreed upon terms.
- 6. Place your future accessory orders online by visiting www.zollwebstore.com.

Order Information (to be completed by the custome	Order Information	to be completed b	v the customer
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[] Tax Exempt Entity (Tax Exempt Certificate must b	pe provided to ZOLL)			
[] Taxable Entity (Applicable tax will be applied at tin	ne of invoice)			
BILL TO ADDRESS	SHIP TO ADDRESS			
Name/Department:	Name/Department:			
Address:	Address:			
City / State / Zip Code: City / State / Zip Code:				
Is a Purchase Order (PO) required for the purchase and/or	payment of the products listed on this quotation?			
[] Yes PO Number:	PO Amount:			
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)				
] No (Please complete the below section when submitting this order)				
For organizations that do not require a PO, ZOLL requires written execution of this order. The person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms and prices in this quotation.				
Rowan County Emergency Services				

A discounty Emergency Services

Authorized Signature:

Name:	
Title:	
Date:	

ALS/BLS Software Solutions Master Application Service Provider Agreement

- 1. Orders. ZOLL Data Systems, Inc. ("ZOLL") shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract ("Order") between ZOLL and another party ("Customer") incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the "Agreement"). ASP Services are further defined in Section 3. Implementation Services are further defined in Section 4. Support Services are further defined in Section 5. The ASP Services, Implementation Services, and Support Services are each, and are collectively, "Services". The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.
- 2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement ("Fees"). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL's invoice. The first invoice will be sent after the Deployment Effective Date. "Deployment Date" means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. "Deployment Effective Date" means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL's shipment of defibrillators that are included on the Order (the "Latest Deployment Date"), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney's fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL's sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL's credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges ("Taxes").
- 3. ASP Services. "ASP Services" means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the "Underlying Software"), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the "ZOLL Site") in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the "Documentation"), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.
- 3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer's employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use ("Registered Users") through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer's use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.
- 3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the "Access Software"), each as made available to Customer through the ZOLL Site, solely for Customer's internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the "Software".
- 3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer's login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.
- 3.4. Service Level Agreement.
- **3.4.1. Downtime.** "**Downtime**", expressed in minutes, is any time the ASP Services are not accessible to Registered Users.
- **3.4.2.** Planned Downtime. "Planned Downtime" is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. "Standard Maintenance" is performed when upgrades or system updates are desirable. "Emergency Maintenance" is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.
- **3.4.3.** Excused Downtime. "Excused Downtime" time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.
- 3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

(Downtime - (Planned Downtime + Excused Downtime))
Total number of minutes in the calendar month

x 100 = x %, where "x" is Unplanned Downtime.

- **3.4.5.** Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.
- **3.4.6.** Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

- 3.4.7. Customer Content; Security; Backup.
- **3.4.7.1.** Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); provided, however, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.
- **3.4.7.2.** Security. Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.
- 3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.
- 3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this Section 3.4.7.4, the terms of Section 3.4 (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.
- 3.4.8. Remedies. A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; provided, that Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this Section 3.4.8 shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this Section 3.4.8 shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.
- **3.4.9. Modifications.** Changes to this Section 3.4 may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material
- 4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.
- 5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

- **5.1.1.** Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. "Supported ASP Services" means the ASP Services for which Customer has paid the then-current Fees. "Supported Environment" means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. "Error" means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.
- **5.1.2. Technical Support.** ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays ("Business Hours") to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.
- **5.1.3. Resolution.** ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects ("Resolution").
- **5.1.4.** Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL's sole discretion. Should Customer request that ZOLL send personnel to Customer's location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer's location.
- 5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer's modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

- **6.1. Implementation Services and Support Services.** Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 6.1, perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this Section 6.1 is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.
- **6.2. ASP Services and Access Software.** Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This Section 6.2 sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein
- **6.3. Warranty Disclaimers.** The warranties for the Software and Services are solely and expressly as set forth in Section 6.1 and Section 6.2 and are expressly qualified, in their entirety, by this Section 6.3. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1 AND SECTION 6.2, (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "**AS IS**", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.
- Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this Section 7 with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

- 8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most cur
- **8.2.** By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties or services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

- 9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.
- 10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

- 11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; provided, however, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.
- 11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.
- 11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this Section 11.3.

12. General Provisions.

- 12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.
- 12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in Section 2 above.
- 12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.
- 12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).
- 12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this <u>Section 12.5</u>), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

- 12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- 12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.
- 12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.
- 12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.
- 12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("Third Party Products or Services"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.
- 12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event").
- 12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Limitation on Liability), Section 10 (Ownership), Section 11.3 (Effects of Termination) and Section 12 (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.
- 13. HIPAA. This Section 13 applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("PHI") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this Section 13 have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this Section 13 is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA
- 13.1. Applicability. This Section 13 applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.
- **13.2.** Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this Section 13 with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.
- 13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.
- **13.4. Safeguards.** Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.
- 13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.
- 13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "unsecured protected health information," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

- 13.7. Individual Access. In accordance with an individual's right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual's right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual's representative.
- 13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.
- 13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual's request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.
- **13.10. DHHS Access to Books, Records, and Other Information.** Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's compliance with HIPAA.
- 13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.
- 13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.
- 13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.
- 13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.
- **13.15. De-identified Health Information.** Business Associate may de-identify any and all PHI and may create a "Limited Data Set" in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).
- 13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.
- 13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.
- 13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

<u>Customer</u>
Signature:
Name:
Γitle:
Company:
Company Address:
Date:



Statewide Term Contract 465B – Automated External Defibrillators (AEDs) & Accessories

Bid Number	201601280 (NASPO ValuePoint OK-SW-300)
Contract Name	Automated External Defibrillators (AEDs) & Accessories
Effective Dates	January 15, 2018 to October 4, 2022
Awarded Vendor(s) and Contacts	Philips Healthcare (800) 263-3342 https://www.usa.philips.com/healthcare/solutions/emergency-care-resuscitation Mark Gibbons - (443) 250-5731 https://www.usa.philips.com/healthcare/solutions/emergency-care-resuscitation Mark Gibbons - (443) 250-5731 https://www.usa.philips.com/healthcare/solutions/emergency-care-resuscitation

	Constitution Constitution (250) 277 2000 Damell Johnson
	Sun Surgical Supply (352) 377-2696 <u>Darrell Johnson</u> ¹ Sharpe Safety Solutions (336) 724-2871 <u>Zane Sharpe</u>
	¹ Sales to EMS Customers are not authorized
	² Sales to Fire and EMS Customers are not authorized
Contract Document(s)	North Carolina PAs
	See Vendor's NASPO ValuePoint Master Agreement for Shipping and Delivery (FOB-Destination), Warranty, Return Policy and Restocking Fee details.
	MASTER AGREEMENTS
	Philips Healthcare
	Stryker Medical (formerly Physio-Control, Inc.)
	ZOLL Medical Corporation (formally Cardiac Science Corporation)
Contract Covers	This contract covers the state's normal requirements for external automatic, semi-automatic and manual defibrillators, including parts and accessories.
Contract Does Not Cover	This contract does not cover leasing of automated external defibrillators.
Mandatory Contract	This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local governments, that are allowed by general statute may use this contract.
Minimum Order	N/A
Taxes	Prices do not include North Carolina sales or use tax.
Reporting Requirements	In accordance with General Statute 90-21.15, sellers of an AED must notify the North Carolina Office of Emergency Medical Services of each sale of an AED. Reporting information should include the type and model of the AED, date of sale of the AED, location of the AED (e.g. address and building name where applicable), and the name, address and telephone number of the person who is responsible for the AED (see attached form). Reporting information should be sent to the AED Coordinator, Debra Nichols, within two weeks of the sale date via one of the methods below.
	Email: debra.a.nichols@dhhs.nc.gov
Order Placement	Fax: (919) 733-9021 Orders are to be placed through the NC E-Procurement system. Contracted items with fixed pricing are loaded in NC E-Procurement. Eligible entities that do not utilize the state's E-Procurement system may access the "465B" catalogs at http://eprocurement.nc.gov/ and conduct a search per the instructions below in "How to Use E-Procurement Line-Item Catalog." Please contact the Vendors directly for instructions on placing orders that cannot be placed through NC E-Procurement.
	Please Note:
	The Food and Drug Administration (FDA) requires a physician's prescription to purchase an AED. Prescriptions must be written by a state of North Carolina licensed physician without compensation. For more information, see the FDA Guidelines .
	 AEDs shall be registered with the FDA and the County Emergency Medical Services (EMS) Offices and the registration shall be maintained for the life of the unit. This requirement creates a medical device tracking system for product

	3) Any end a. Pro An uso b. Ma gu c. Es	ations, notifications and recalls. tity that acquires an AED shall: ovide for, and require, every individual expected to use the AED to receive herican Heart Association or American Red Cross training in CPR and AED e or an equivalent nationally recognized course in CPR and AED use. intain and test the AED according to the manufacturer's operational idelines. Ensure that the pads have not expired. tablish an AED use protocol, which stipulates that any person who ovides emergency care or treatment to an individual in cardiac arrest by
	pro d. Co	ing the AED shall contact, as soon as possible, an appropriate health care ovider or emergency medical services provider. Insider recommendations of a NC licensed physician in establishing the ining, notification, and maintenance requirements of AEDs.
Substitutions	Substitutions	are not permitted without prior approval of the Division of Purchase & Contract.
Loaded in to E- Procurement	Yes, Line iter	m catalogs are loaded in <u>E-Procurement</u> .
E-Procurement Help Desk	(888) 211-74	40
How to Use E- Procurement Line-Item Catalog		curement system, go to the "Contract ID" field and enter "465B." Click the on. Make the appropriate selection and complete the requisition.
Contract Administrator		s, or (984) 236-0228 /endor(s) for any questions about products or services under this contract.
Contract Attachments	AED Order P	Placement Notification Form
Contract Addenda	1/22/2018:	Zoll Medical Corporation E-Procurement Catalog Loaded
	1/23/2018:	Cardiac Science Corporation E-Procurement Catalog Loaded
	1/31/2018:	Philips Healthcare Contract Addition
	2/5/2018:	Physio-Control, Inc. E-Procurement Catalog Loaded
	2/19/2018:	AED Brands added as a distributor for Cardiac Science Corporation.
	3/12/2018:	CPR Consultants added as an authorized distributor for Zoll Medical Corporation
	4/5/2018:	Philips Healthcare Authorized Dealers Contract Addition
	4/13/2018:	Philips Healthcare E-Procurement Catalog Loaded
	5/15/2018:	Philips Healthcare Contact Update
	6/15/2018:	Cardiac Science Corporation E-Procurement Catalog Update
	7/30/2018:	Contract Update for AED Brands
	9/18/2018:	Contract Extension to October 4, 2019. Philips Healthcare Contact Updates.
	10/24/2018:	Biomedical Alternatives added as an authorized distributor for Zoll.
	12/13/2018:	Cardiac Science Corporation E-Procurement Catalog & Contact Update
	3/15/2019:	SOUTHEASTERN EMERGENCY EQUIP has requested inactivation of their

	electronic Vendor Portal (eVP) account. They have re-registered in eVP as Bound Tree Medical LLC for Phillips Healthcare.
4/9/2019:	Allied 100, LLC & CPR Consultant Contact Updates
4/10/2019:	CINTAS Contact Update
6/15/2019:	Agencies Can Order Directly Through Zoll Medical Corporation
9/20/2019:	Contract Extension to October 4, 2020 & Stryker Saels Purchases Physio-Control, Inc.
11/15/2019:	Zoll Medical Corporation Catalog Update; Certain Items Are Offered Solely Through Zoll & Not Its Distributors
11/27//2019:	Globe Med Industries, LLC dba HeartSmart.com Purchased by Allied 100, LLC.
1/6/2020:	Changed Contract Administrator to Nicole Mathis
9/15/2020:	Updated Vendor names and MPA contract links, removed Cardiac Science; Renew contract term through October 4, 2021.
9/21/2020:	Updated contact information for Zoll Medical Corporation (formerly Cardiac Science Corporation)
7/29/2021:	NASPO ValuePoint renew Stryker Medical ((formerly Physio-Control, Inc.), Zoll Medical Corporation (formerly Cardiac Science Corporation) and Philips Healthcare contract through October 4, 2022.
8/18/2021:	Zoll requested that Active Threat be added as an authorized distributor (effective 2019).



05/25/2021			
Dear Awarded Supplier,			
		e agreement period commencing	-
10/05/2017 and ending 10/04/20		otions to renew for one-year perio	oas.
The State of Oklahoma is requesting to renew the	above contract for the per	riod of10/05/2021	_
through 10/04/2022			
Please indicate your firm's response to this reques	et and return by email		
	•	a listed contract	
□ No, our firm will not renew the contract pri	cing and terms on the ab	ove listed contract.	
Federal Employer / Tax Identification Number: 04	-2711626		
PeopleSoft Identification Number: N/A			
Company Name: ZOLL Medical Corporation		_	
Address: 269 Mill Road		_	
City: Chelmsford	 State: MA		
Zip Code: 01824			
Email: esales@zoll.com			
Kurt Sandstrom, Group V.P. North American EMS Sales	06/04/2021 14:23 UTC	Kunt Sandstrom	
Name / Title	Date	Signature	
Send response electronically to the email address	below of the contracting o	officer by: 06/04/2021	
Contracting Officer Name:Joseph Farani			
Contracting Officer Phone: (405) 550 -	1386		
Contracting Officer Email Address: joseph.farani	@omes.ok.gov		

OMES FORM CP 228 - Rev. 02/2020 CENTRAL PURCHASING \cdot 5005 N. LINCOLN BLVD., STE. 300, OKLAHOMA CITY, OK 73105 \cdot 405-521-2116

STATE OF OKLAHOMA · OFFICE OF MANAGEMENT & ENTERPRISE SERVICES · OMES.OK.GOV



Envelope Data

Subject: URGENT: SIGNATURE REQUIRED- NASPO ValuePoint Extension

Documents: SW0300 2021 contract renewal.docx

Document Hash: 37599113

Envelope ID: ENV78067048-1508-EFAA-7318-ADDC

Sender: Emily Sullivan

Sent: 06/04/2021 14:19 PM UTC

Status: Completed

Status Date: 06/04/2021 14:23 PM UTC

Recipient(s) / Roles

Name / Role	dress		
Emily Sullivan	Emily.Sullivan@zoll.com	Sender	
Kurt Sandstrom	ksandstrom@zoll.com	Signer	

Document Events

Name / Roles	Email	IP Address	Date	Event
Emily Sullivan	Emily.Sullivan@zoll.com	73.123.4.50	06/04/2021 14 :19 PM UTC	Created
Kurt Sandstrom	ksandstrom@zoll.com	76.28.16.195	06/04/2021 14 :23 PM UTC	Signed
			06/04/2021 14 :23 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature	Initials
Kurt Sandstrom	Kunt Sandstnom	

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: Caleb Sinclair, Director, Environmental Management

DATE: February 3, 2022 **SUBJECT:** Litter Report

ATTACHMENTS:

Description Upload Date Type

Litter Report 2/3/2022 Cover Memo



Rowan County Department of Environmental Management 1102 N. Long St. Extension, East Spencer NC 28039 [p] 704-216-8589 | [f] 704-216-8969 www.rowancountync.gov

To: Aaron Church

From: Rowan County Department of Environmental Management

P.O. Box 430

East Spencer, NC 28039

Office: 704-216-8589

Re: January Litter Mitigation Report for 2022 Calendar Year

The Rowan County Department of Environmental Management works diligently to promote clean and green roadsides throughout our county.

We work closely with Rowan County Law Enforcement to help alleviate the growing problem of roadside litter and illegal dumping within our borders. Through our roadside litter removal, educational programs, and by working closely with our partners, we have achieved some success in mitigating roadside litter. Rowan County staff monitors 2,498.58 shoulder miles of roadway.

During the month of January, the Department of Environmental Management removed: **5.7 tons of litter and debris and 93 improperly discarded tires** from along Rowan County roadsides.

2022	Tons removed	Tires
January	5.7	93

Respectfully submitted,

Caleb Sinclair, Director Department of Environmental Management Rowan County Government



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: Finance Department

DATE: February 11, 2022

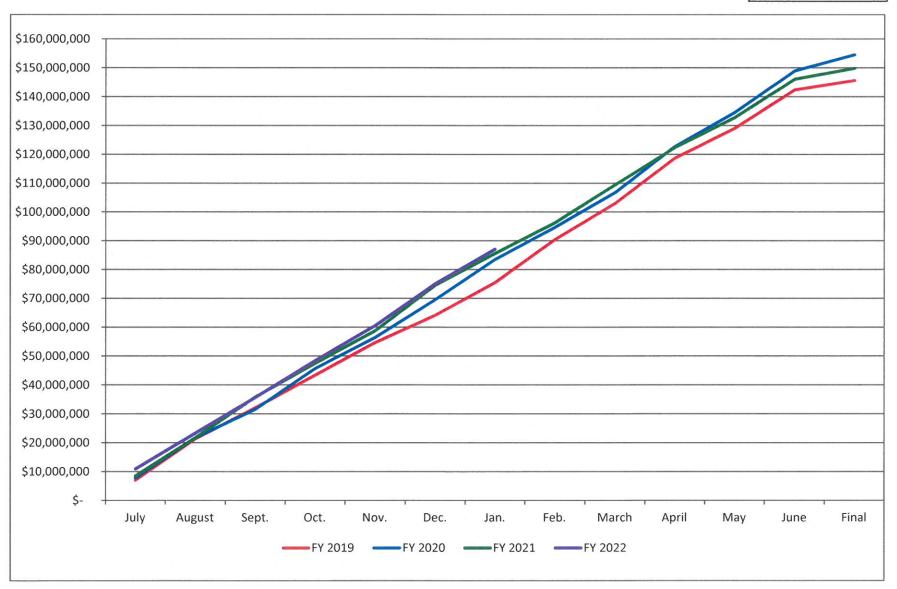
SUBJECT: Financial Reports

Please see financial graphs.

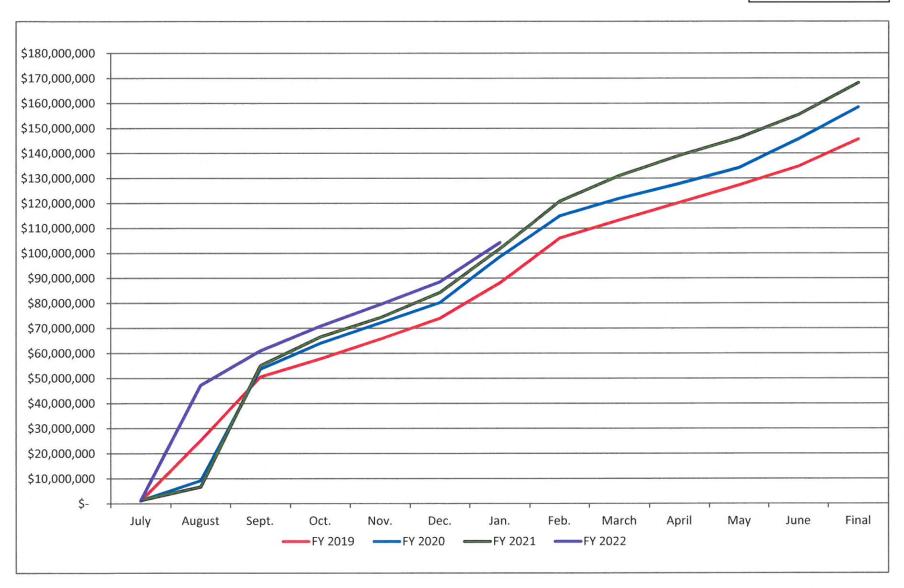
ATTACHMENTS:

DescriptionUpload DateTypeFinancial Graphs2/11/2022Presentation

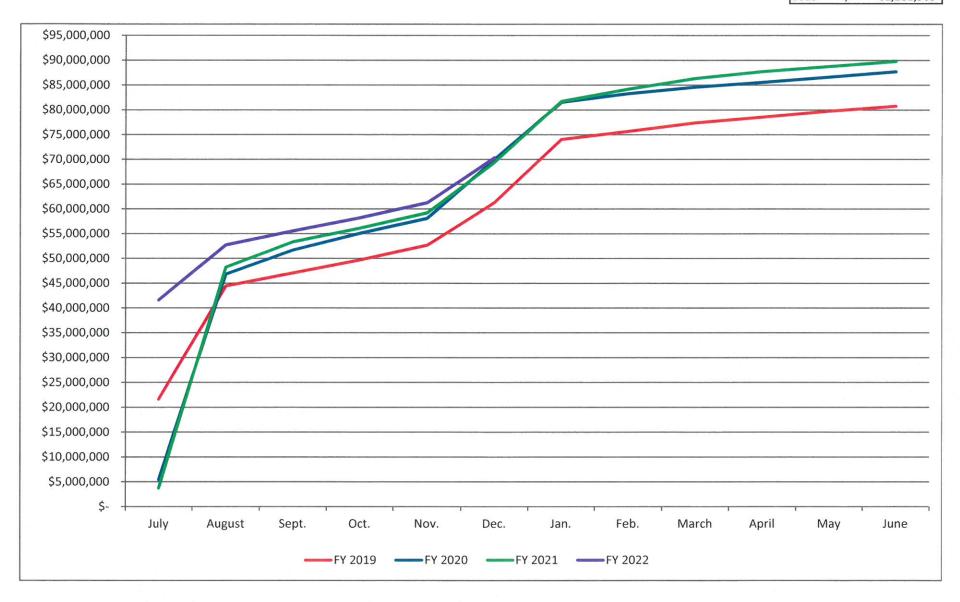
January			
2022	\$	87,023,656	
2021	\$	85,526,614	
2020	\$	83,445,971	
2019	\$	75,415,230	



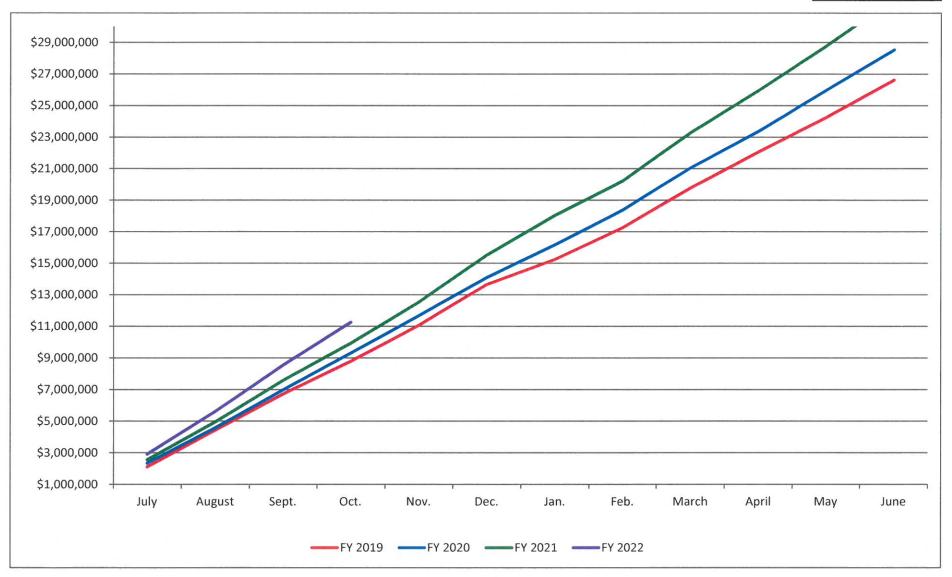
January			
2022	\$	104,236,401	
2021	\$	101,762,567	
2020	\$	98,498,079	
2019	\$	88,046,908	



December			
2022	\$	70,358,458	
2021	\$	69,402,443	
2020	\$	70,028,660	
2019	\$	61,282,965	



October			
2022	\$	11,248,841	
2021	\$	9,925,172	
2020	\$	9,295,800	
2019	\$	8,778,617	



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:

Finance Department FROM: **DATE:** February 11, 2022 **Budget Amendments SUBJECT:**

Please see attached budget amendments.

Please approve attached budget amendments.

ATTACHMENTS:

Description Upload Date Type 2/11/2022 **Budget Amendments** Budget Amendment

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BUDGET OFFICER

FROM: Environmental Management

EXPLANATION IN DETAIL:

To accommodate grant funded project for Recycling Program
Grant Approved by BOC acknologed on Adobe workflow 7/18/2021
Grant Contract CW21278

Prepared by: Date: Reviewed: Caleb Sinclair 2/2/2022

ACCOUNT TITLE	E/R	ACCOUNT #	INCREASE	DECREASE
		1000	_	
	R	4730 601 614 66 434410	\$25,000	
Recycling Grant Revenue	E	001014449454410	420,000	
R&M Buildings		601 6154730543005		5,000
C/s Completion and Servicement	E	615470575090	\$30,000	
C/A Furniture and Equipment				
	-++			
DEPARTMENT HEAD		COUNTY MANAGER		NG USE ONLY
Approved:		Approved:	Budget Revision #_	08-114
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: 2-3-2021		Date:	Posted by:	H
Signature:	_	Signature:	Approved by:	



ROWAN COUNTY CONTRACT MEMORANDUM

TO:

Aaron Church, Rowan County Manager

FROM:

Caleb Sinclair

DEPT:

Environmental Management (Recycling Division)

DATE:

June 24, 2021

SUBJECT:

Recycling Grant Acceptance Request

PURPOSE OF CONTRACT:

This is a grant which has been awarded to the Rowan County Dept. of Environmental Management and is to be used for recycling center infrastructure improvements.

Grant Amount: not-to-exceed \$25,000.00 with a Rowan County cash match of: not-to exceed \$5,000.00. Cash match obligation will be satisfied using monles from the Landfill Enterprise Fund. This grant will be used to purchase equipment and infrastructure at select solid waste and recycling convenience centers. Items to be purchased: one stationary materials compactor and one motor fluids collection station (Installed).

digital and a second that the electrical ele

CONTRACT CERTIFICATION

By submitting this memorandum, I agree that I have:

- 1. Read and understand the terms of the contract.
- 2. To the best of my knowledge the terms, amount and activities surrounding this contract are compliant with North Carolina General Statutes, the Rowan County Purchasing Policy and any applicable regulations.
- 3. I have secured and attached in MUNIS the Certificate of Insurance.

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6-24-202

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Signature of Director

DATE

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY COMMISSIONERS				
FROM: FINANCE				
EXPLANATION IN DETAIL:		To recognize the 2021-2022 Sceinces grant awarded to the		
BUDGET INFORMATION:			Prepared by: Date: Reviewed:	Lisa Bevis 02/02/22
ACCOUNT TITLE		ACCOUNT #	INCREASE	DECREASE
A COSONI IN EL	-	Account #	INCILAGE	DECKEASE
NC Science Museums Grant Salaries-Part Time Social Security	R E E	1146440-434080 1156440-510015 1156440-520020	75,000 11,460 711	
Medicare Tax	E	1156440-520020	166	100
Workers Compensation	E	1156440-520025	263	
Educational Supplies	E	1156440-561015	8,400	
Grant: DNP Wildlife & Nature Ctr	E	1156440-585019	54,000	
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNTIN	NG USE ONLY
Approved:		Approved:	Budget Revision #	08-154
Disapproved:		Disapproved:	Date Posted:	
Amended:		Amended:	Group Number:	
Date: <u>2/8/22</u>		Date:	Posted by:	
Date: 2/8/22 Signature: Howden		Signature:	Approved by:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: EMERGENCY SERVICES

EXPLANATION IN DETAIL:

Request use of ARPA to pay for Operative IQ system that is being used

to track all PPE purchased by Rowan County

Prepared by:	JHOWDEN	
Date:	2/2/2022	

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	8,280	
ADMIN SUPPORT - TECHNOLOGY	E	20900-800-534030-071	8,280	
NI COLOR				
			1	

DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:		Approved:	Period - Journal #	08-164
Disapproved:		Disapproved:	Keyed By:	JMH
mended:		Amended:	Date Keyed:	
Date: 2/8/22		Date:	Posted By:	
pate: 2/8/22 ignature: G. Howden		Signature:	Date Posted:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: DSS

EXPLANATION IN DETAIL:

Request use of ARPA funds to pay contractors to help DSS's

Economic Services and Child Protection Services group during

pandemic.

Prepared by:	Health Department
Date:	

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
DISASTER REIMBURSEMENT	R	7344119-431300	74,000	
CONTRACTED SERVICES	E	20900-100-533001-019	74,000	
Appropriate to the second seco				
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7 000 0				
		- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUN	TING USE ONLY
Approved:		Approved:	Period - Journal #	08-165
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date: 2/8/22		Date:	Posted By:	
Date: 2/8/22 Glignature: D. Howele-		Signature:	Date Posted:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: FINANCE DEPARTMENT

Transfer budget from one G/L account line to another to correct

EXPLANATION IN DETAIL: miss-key when setting up budget.

Prepared by: JHOWDEN
Date: 2/1/2022

ACCOUNT TITLE	R/E	ACCOUNT#	INCREASE	DECREASE
C/A - CHEMICAL BOOSTER	E	7354119-573025	1,000,000	
TRANSFERS	E	7354119-595101		1,000,000
ADVERTISING	Е	7354119-554000	18,000	
DISASTER EXPENDITURES	E	7354119-582025		18,000
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUN ⁻	TING USE ONLY
Approved:		Approved:	Period - Journal #	AND TAKEN THE PERSON
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	
Date: 2/8/22		Date:	Posted By:	
Date: 2/8/22 Signature: Q. Howden		Signature:	Date Posted:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMIS	SSIONERS		
FROM: EMERGENCY SERVICES	Emergency Services is requesting the use of Article 46	Restricted Sales Tax	
EXPLANATION IN DETAIL:	to purchase additional monitor equipment.		
	Prepared by:		
	Date:	2/2/2022	
BUDGET INFORMATION:			

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
APPROPRIATED FUND BAL - RESTRICTED	R	11 \$ 4371-495010	53,000	
C/A - EQUIPMENT	E	1154371-575090	53,000	
2002-20	-			
74.00		1 11 11 11 11 11 11 11 11 11 11 11 11 1		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUN ⁻	TING USE ONLY
Approved:		Approved:	Period - Journal #	08-169
Disapproved:		Disapproved:	Keyed By:	
Amended:		Amended:	Date Keyed:	
Date: 2/8/22		Date:	Posted By:	
Date: 2/8/22 Gignature: Q. Howelen		Signature:	Date Posted:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: Jim Howden, Finance Director

FROM: Melissa J. Oleen, Library Director

EXPLANATION IN DETAIL: The Rowan Public Library has received a gift from the Friends of RPL in the amount of \$15,000, We would like to move these funds in order to purchase children's furnishings and equipment for the West Branch Library.

			I		P. Nance
BUDGET INFORMATION:				Date:	2/8/2022
ACCOUNT TITLE	R/E	ACCOUNT#	ı	NCREASE	DECREASE
Restricited Donations	R	1146115-464100	\$,
Other Small Equipment	E	1156115-561095		4,671.00	
F/A: Furn. & Equipment	E	1156115-576030	\$	7,862.00	
	<u> </u>				
	\vdash		+-		
DEPARTMENT HEAD		COUNTY MANAGER	 	ACCOUNTIN	I USE ONLY
Approved:X		Approved:	Budç		08-196
Disapproved:		Disapproved:	Date	Posted:	
Amended:		Amended:	Grou	p Number:	
Date: 02/08/2022	<u></u>	Date:	Post	ed by:	
Melison Mees		Signature:	Appr	oved by:	

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: EMERGENCY SERVICES / COUNTY MANAGER

EXPLANATION IN DETAIL:

Requesting the use of Article 46 Sales Tax - Committed for Public Safety within Rowan County's current Fund Balance to be used to purchase defibrillators for every fire department.

Prepared by:

JHOWDEN

2/11/2022

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
FUND BALANCE - UNRESTRICTED	R	1143390-495000	210,000	
F/A - FURN & EQUIPMENT	E	1154330-576030	210,000	
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
				.2007.537 833
		27 - 17 - 17 - 17 - 17 - 17 - 17 - 17 -		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	ING USE ONLY
Approved:		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	JMH
Amended:		Amended:	Date Keyed:	75.00
Date: 2 11 2 2		Date:	Posted By:	
Signature: Allen Cre 85 Acrina Church		Signature:	Date Posted:	

Per Email. GMH

Howden, James M

From: Cress, Allen

Sent: Thursday, February 10, 2022 3:36 PM **To:** Howden, James M; Bevis, Lisa F

Cc: Brown, TJ; Church, Aaron; Bumgarner, Anna R

Subject: FW: Money for AEDs

Jim,

I met with Aaron and 2 Commissioners and a Fire Chief Tuesday. Part of the discussion was the purchase of defibrillators to replace what is in the fire departments now. These defibs would be the same brand as the monitors we are buying. As you can see below, Anna thinks we can be on the 2/21 meeting. This money would come from the ¼ cent sales tax if approved. Let mem know if you have any questions. A projected price is \$210,000.00.

Allen Cress
Chief
Rowan County Emergency Services
EM, EMS and Fire Divisions
2727 Old Concord Rd
9-1-1 Division
1090 Corporate Center Dr
Salisbury, NC 28146
(W) 704-216-8510
(C) 704-239-5267

www.rowancountync.gov

Live simply, love generously, care deeply, speak kindly, leave the rest to God. - Ronald Reagan

From: Brown, TJ

Sent: Thursday, February 10, 2022 3:11 PM

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

Subject: Money for AEDs

I'm working on the quote for the AED's. Anna thinks we can have it all on the meeting for 2/21. We will need to get with Jim/Lisa for the money or else we will have to wait for the first March meeting.

Thanks.

TJ Brown

EM Division Chief | EMS Division Chief-Acting

Emergency Services

2727 Old Concord Rd, Suite E, Salisbury, NC, 28146-8388 [p] 704-216-8918 [c] 704-798-3881 [f] 704-216-7994 www.rowancountync.gov/es

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: COUNTY MANAGER

EXPLANATION IN DETAIL:

Requesting a transfer of funds to cover rest of year expenditures (3 months) associated with bringing a fleet company on board to manager Rowan

County's fleet of vehicles.

Prepared by:	JHOWDEN
Date:	2/11/2022

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
CONTRACTED SERVICES	E	1154136-533001	200,000	
FUND BALANCE - UNRESTRICTED	R	1143390-495000	200,000	
The second secon				
				1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
	-		1 22	
		5,500,500		
		-350 153		
		V 1 - 30 V 31 V		
DEPARTMENT HEAD		COUNTY MANAGER	ACCOUNT	TING USE ONLY
Approved:X		Approved:	Period - Journal #	
Disapproved:		Disapproved:	Keyed By:	ЈМН
Amended:		Amended:	Date Keyed:	
Date:02/11/2022		Date:	Posted By:	
ignature: NARON CHURCH		Signature:	Date Posted:	





3) Reevaluate the VEU cost. This cost was lower than expected because the VEU values were high:

Answer- Aside from reduction to a part-time clerk/admin, we are also able to remove parts from transit vehicles no longer being in scope.

Vector Fleet Management lowered the annual cost by the following:

- Year 1- Reduced by (\$61,005.91)
- Year 2- Reduced by (\$62,531.05)
- Year 3-Reduced by (\$64,094.32)
- 3-Year Total Reduction- (\$187,631.28)
- Parts Cost Reduced by (\$34,424)
- Reduced Parts Markup (1.5%)
- Total VEU Count Reduced by (466.8)

Reduction of our Non-Target parts mark-up from our proposed amount of 10% to 8.5%.

)IX D CC	OST PROPOS	AL FORMS					
				TARGE	T COST PROPOS	AL				
				Vendor: Vect	or Fleet Manag					
	First year 66		v		Year One		Year Two		Year Three	3 Yr Total
Wages and Salari	kib., 66	2.340.	0							
		12 •	= nistrative	\$	70,351	35	72,109	55	73,912	216,372
	morth 155 1	95.000	*	\$	130,651		133,917		137,265	401,833
				\$ \$	-	\$ \$	0 4 0	\$	1 - 9	\$ -
							205 027		244 477	
	55,1	95.000	X	\$	201,002	\$	206,027	\$	211,177	\$ 618,205
Fringe Benefits		3 .								
	Apr-Jum 65 , 5	85 - 000	* istrative	\$	30,150	\$	30,904	\$	31,677	\$ 92,73
	146,			\$	55,993	\$	57,393	\$	58,828	\$ 172,214
				\$	5	\$	(7)	\$	101	\$ 8,50
	165:5	85 000	+	\$		\$	-	\$	(#)	\$ •
	starte 17:2	250-000	+	\$	86,144	\$	88,297	\$	90,505	\$ 264,945
Parts& Supplies	002			\$	207,576	\$	212,765	\$	218,085	\$ 638,426
Subcontractor Sen	182,8	135 • 000	*	\$	40,000	\$	41,000	\$	42,025	\$ 123,025
Overhead	182 : 8	35 • 000	+	\$	77,943	\$	79,892	\$	81,889	\$ 239,724
Corp.& Admin. Fee	UNKNOWN 17.1	65.000	4	\$	49,676	\$	50,918	\$	52,191	\$ 152,785
	002			\$	662,340.01	\$	678,898.51	\$	695,870.98	\$ 2,037,109.51
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Notes: 1. Provide			000 00	roquirod						
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	gement and Administrative	cacir staining to	1.5	ages, salanes	s and innige D	OH C	nto			
Mecha		WW.Assasting or	2.5							
	Personnel Personnel									



Question 3 Cont'd:

Answer- Vector Fleet Management was able to lower several cost components once the Transit vehicles were removed.

- Annual associated cost reduced by (\$27,453)
- Regular Time Labor rate reduced by (\$6.27/hour)

	NON TARGET COS	ST PROPOSAL		
	\$676 142			
whole number)				
the (or only pro, 1000)	4375	calculation		
ted with shop labor (i.e. not parts, fuel, or	45%			
	\$304.264	calculation		
			4	See Proposal narrative
ted with parts management		00.00.00.00		ooo i ioposai nanaaii
F-10 management		calculation		
budget VEUs and contractor experience)		Julianion		
and contractor experience)	8.5%	calculation		
ted with management of subcontracted	12%			
	\$81,137	calculation		
es (based on target budget, VEUs and	\$68,000			
	5%	calculation		
ted with fuel management services	3%			
•	\$16.904	calculation		
s 2022 budget)	\$1,727,197			
	* 19 19.1-1	calculation	4	See Proposal narrative
ted with fleet management services		Carcalation		occ i roposal namative
	The state of the s	calculation		
		Jaioulation		
FU		calculation		See Proposal narrative
-			ank of 9/ a)	See Proposal namative
	100 70	Calculation (Cir	eck of 7037	
	TRANSITION COST	PROPOSAL		
Staff training/payroll prior to contract start	\$10,500,00			
		-		
Corporate travel for shop set-up/training	\$4,750.00			
Total	\$17,250.00	7		
	ated with fuel management services is 2022 budget) ated with fleet management services /EU Staff training/payroll prior to contract start Safety materials Corporate travel for shop set-up/training	whole number) anic (for example, 1500) atted with shop labor (i.e. not parts, fuel, or atted with parts management budget, VEUs and contractor experience) atted with management of subcontracted atted with management of subcontracted atted with fuel management services atted with fleet management services attention cost attention	whole number) anic (for example, 1500) ated with shop labor (i.e. not parts, fuel, or ated with shop labor (i.e. not parts, fuel, or 45% \$304,264 calculation \$69,55 calculation 10% \$67,614 calculation budget, VEUs and contractor experience) ated with management of subcontracted 12% \$81,137 calculation ated with fuel management services (is 2022 budget) \$1,727,197 1.0% calculation 30% \$16,904 calculation 31,727,197 1.0% calculation 30% \$202,843 calculation 687,20 \$295,17 calculation 687,20 \$296,17 calculation 687,20 \$295,17 calculation 687,20 \$296,17 calculation 687,20	whole number) anic (for example, 1500) ated with shop labor (i.e. not parts, fuel, or ated with parts management budget, VEUs and contractor experience) ated with management of subcontracted ated with fuel management services ated with fleet management services ated with fleet management services Staff training/payroll prior to contract start Safety materials Corporate travel for shop set-up/training \$67.61.42 2.5 1750 4375 calculation \$69.55 calculation \$67.614 calculation \$207.576 8.5% calculation \$68.000 \$68.000 \$68.000 \$68.000 \$700 \$700 \$700 \$700 \$700 \$700 \$700

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: February 14, 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 143-11(a)(1) to consider approval of the minutes of the Closed Session held on January 3, 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: February 14, 2022

SUBJECT: For Attorney-Client Privileged Communication

The Board is asked to enter into Closed Session in accordance with North Carolina General Statute 413-318.11(a)(3) for attorney-client privileged communication regarding a DSS settlement.