



## **ROWAN COUNTY COMMISSION AGENDA**

**March 6, 2023 - 3:00 PM**

**J. Newton Cohen, Sr. Room**

**J. Newton Cohen, Sr. Rowan County Administration Building**

**130 West Innes Street, Salisbury, NC 28144**

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

**<https://bit.ly/rowanboc3pm>**

**Password: 028144**

**Or join by phone:**

**Dial: (602) 753-0140 (720) 928-9299 (213) 338-8477**

**Webinar ID: 975 6995 5631**

**Password: 028144**

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Call to Order

Invocation

Pledge of Allegiance

Consider Additions to the Agenda

Consider Deletions From the Agenda

Consider Approval of the Agenda

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

**1 Consider Approval of Consent Agenda**

- A. Award Ambulance Purchase - Southeastern Specialty Vehicles
- B. Sole-Source Gold Medal
- C. 4H NRA Grant for Shooting Sports Clubs
- D. Cooperative Extension/ Robertson Foundation Grants
- E. Rowan Transit New Facility

- F. Budget Amendments
  - G. Donation of Surplus Vehicles to Rowan County Rescue Squad, Inc.
  - H. RCHD - 22-23 Clinical Fee Schedule Updated
  - I. Rowan County Health Department - Designation as a Non-Public Forum
  - J. Schedule public hearing for road name change
  - K. Capital Projects Ordinance - West End Plaza
  - L. GRANT FUNDING: FY24 Consolidated Agreement between NCDHHS and Rowan Public Health Department
  - M. RCHD - 2022-23 Environmental Health Fee Schedule
  - N. Children's Home Society of NC, Inc Change Order - Contract 22054
  - O. Approval of the Minutes
  - P. West End Plaza Contract
  - Q. Statement of No Overdue Taxes
- 2 Public Comment Period
  - 3 Opioid Settlement Resolution and Supplemental Agreement
  - 4 Agenda Addition - Extra Duty Pay for Detention Center
  - 5 Agenda Addition - Extra Duty Pay for Patrol
  - 6 Board Appointments
  - 7 Closed Session
    - Closed Session
  - 8 Adjournment

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



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Chief Allen Cress; EMS Director  
**DATE:** 3/6/2023  
**SUBJECT:** Award Ambulance Purchase - Southeastern Specialty Vehicles

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Rowan County received proposals for Three (3) Type I or Type III Ambulances for Emergency Services. Three bid responses were received. After careful evaluation, the lowest responsive and responsible bidder was Southeastern Specialty Vehicles who submitted the lowest total base bid of the EMS Type I Diesel - F450 units; in the amount of \$385,707.00 each.

Total cost for two (2) will be \$771,414.00. Funds budgeted in the FY23 budget.

Attached is the bid tab, response from Southeastern Specialty Vehicles

The Emergency Services and Purchasing Director recommend that the Board of Commissioners authorize the purchase of two (2) Type I Diesel F450 Ambulances from Southeastern Specialty Vehicles for a total cost of \$771,414.00.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Bid Tab	2/28/2023	Cover Memo
Bid Documents	2/28/2023	Cover Memo



ITB 2023-014 Three (3) Type I or Type III Am

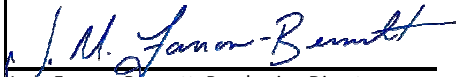
2/8/2023 15:00	Atlantic Emergency Solutuions		
DESCRIPTION	PRICE EA	TOTAL PRICE	Delivery ETA
EMS Unity Type III Gas - E450	\$428,758.00	\$1,286,274.00	30-33 Months After receipt of PO.
W/ Pre-Payment	\$410,758.00	\$1,232,274.00	
EMS Unit Type I Gas - F550	\$457,851.00	\$1,373,553.00	
W/ Pre-Payment	\$437,851.00	\$1,313,553.00	
EMA Unti Type I Diesel - F450	\$469,881.00	\$1,409,643.00	
W/ Pre-Payment	\$449,881.00	\$1,349,643.00	
EMA Unti Type I Diesel - F450			
Conversion Warranty	2 years 36,000 miles		
Structural Warranty	25 years		
Electrical Warranty	7 years		
Paint Warranty	5 years		
Exceptions	Delivery Date, Refrige, Blue Light		
Brand of Ambulance	Road Rescue		
<b>TOTAL</b>			

**Bid Opening Attendees**

Jody Farrow- Bennett	RoCo
Allen Cress	RoCo ES
Bryan Edwards	RoCo ES
TJ Brown	RoCo ES
Darren Hadley	Southeastern Speciality Vehicles

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

2/8/2023

  
 Jody Farrow-Bennett, Purchasing Director



REQUEST FOR PROPOSAL  
FOR  
TYPE I OR TYPE III AMBULANCE  
#2023-014  
ROWAN COUNTY  
EMERGENCY SERVICES – EMS DIVISION



**LIFE LINE**  
EMERGENCY VEHICLES

PHONE 866-640-2028

FAX 252-430-1503

911 Martin Creek  
Henderson, NC 27537  
[www.SSVsales.com](http://www.SSVsales.com)



February 8, 2023

Rowan County

130 West Innes Street

Salisbury, NC 28144

RE: RFP #2023-014

Thank You for allowing Southeastern Specialty Vehicles to participate in RFP #2023-014 for Type I or Type III Ambulance for Rowan County Emergency Services – EMS Division.

Southeastern Specialty Vehicles is presenting ambulance conversion manufactured by Life Line Emergency Vehicles.

Life Line Emergency Vehicles are supported by industry leading warranties.

Lifetime Modular Body Warranty

Lifetime Electrical Harness Warranty

Lifetime Limited Cabinet Warranty

Life Line Emergency Vehicles provide many years of service, being illustrated by modules in service in North Carolina that have over a million miles.

Warranties are transferable and continue with remounting of the module.

Thank you again for the opportunity and look forward to working with Rowan County Emergency Services – EMS Division.

A handwritten signature in black ink, appearing to read "Darren Hadley", with a long, sweeping horizontal line extending from the end of the signature across the page.

Darren Hadley

Regional Sales Manager

PHONE 866-640-2028

FAX 252-430-1503

911 Martin Creek  
Henderson, NC 27537  
[www.SSVsales.com](http://www.SSVsales.com)



**REQUEST FOR PROPOSAL**  
**FOR**  
**TYPE I OR TYPE III AMBULANCE**  
**#2023-014**

**ROWAN COUNTY**  
EMERGENCY SERVICES – EMS DIVISION

130 West Innes Street  
Salisbury, NC 28144  
704-216-8178  
[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

Date Issued: Tuesday, January 10, 2023

Date Due: Wednesday, February 8, 2023, at 3:00 PM ET

Administered By: Jody Farrow-Bennett, Purchasing Director



**NOTICE TO BIDDERS  
ROWAN COUNTY EMERGENCY SERVICES FOR  
THREE (3) TYPE I OR TYPE III AMBULANCES**

Rowan County plans to purchase three (3) Type I or Type III Ambulances for Emergency Services (ES). All bids submitted must meet or exceed the time frame and the product/service specifications as outlined in this invitation to bid (ITB).

**Bids for the Rowan County Ambulances will be accepted until Wednesday, February 8, 2023, at 3:00 pm ET** at the Rowan County Purchasing Department, 130 West Innes Street, Suite 31, Salisbury, North Carolina 28144. Bid documents may be obtained by contacting the Rowan County Purchasing Director at:

Rowan County Purchasing Department  
Attn: Jody Farrow-Bennett, Purchasing Director  
130 West Innes Street, Suite 31  
Salisbury, NC 28144  
704-216-8178

[jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

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

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

Bid Response Form must be signed and returned sealed clearly marked **"ITB 2023-014 Ambulances"**. Rowan County reserves the right to award and/or reject any and/or all Bids and waive any technicalities or irregularities. For complete details, consult the ITB package.

There is an optional pre-bid meeting for this project on Wednesday, January 18, 2023, at 10:00 AM ET. The meeting will be held at the Rowan County Administration Building, Conference Room 101 at 130 W Innes Street, Salisbury, NC 28144. A company representative is highly encouraged to be present at this meeting in order to offer a bid on the project.

This is the 10<sup>th</sup> day of January 2023.

Rowan County  
By: Jody Farrow-Bennett



Director of Purchasing

**ROWAN COUNTY EMERGENCY SERVICES – EMS DIVISION  
#2023-014**

**TYPE I OR TYPE III AMBULANCE**

**INTENT OF THIS REQUEST FOR PROPOSAL**

This Request for Proposal (RFP) is intended to provide vendors with a common, uniform set of specifications to assist them in the development of their proposal and to provide a uniform method for the County to fairly evaluate such proposals and subsequently select a vendor from which to purchase ambulances.

The following specification describes a new ambulance that is expected to be acquired by the County. The specification describes the needs of the County as far as chassis configuration and module body design. A state-of-the-art vehicle is required. However, manufacturers that utilize prototype equipment will not be considered. The builder's manufacturing history shall be supported by documentation where applicable, and by the reference section within this specification. The benchmark for the initial configuration of this ambulance shall be the current to CAAS GVS 2.0 ground vehicle standard for ambulances. However, most requirements in this specification exceed the federal specifications because of the specific needs of the County. Please note that the following specifications represent minimum general terms or requirements. While it is not the intent of this purchaser to preclude any qualified respondent from submitting a proposal, it must be clear that any respondent deviating in any substantial manner from these specifications will be rejected as being non-compliant.

In responding to this RFP, vendors should follow the prescribed format and use the forms included, thus providing the County with data that is easily compared with data submitted by other vendors in order to fairly and objectively evaluate the proposal.

The County assumes no responsibility for conclusion or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this procurement process. In addition, the County will not be bound by or be responsible for any explanation, interpretation or conclusions of the RFP or any documents provided by the Bidding Agency other than those given in writing by the County through the issuance of addenda. In no event may a vendor rely on any oral statement by the County or its agents, advisors or consultants. It is the full responsibility of the vendor to thoroughly investigate the needs, requirements of County not necessarily assumed in this RFP and to submit a completed proposal accordingly.

**IMPORTANT DATES**

Issue Date:	Tuesday, January 10, 2023
Pre-Bid Meeting Date:	Wednesday, January 18, 2023, at 10:00 AM ET
Deadline for written questions:	Friday, January 20, 2022, at 5:00 PM ET
Deadline for Submitting Bids:	Wednesday, February 8, 2023, at 3:00 PM ET

**INSTRUCTIONS FOR RESPONDENTS**

This specification establishes standards for the design, construction and performance of three (3) Type III 158" WB, Cutaway, Gasoline, minimum 166-inch Modular ambulances or three (3) Type III 158" WB, Cutaway, Diesel, minimum 166-inch Modular ambulances or three (3) Type I 158" WB, Gasoline, minimum 166 inch Modular ambulances or three (3) Type I 158" WB, Diesel, minimum 166 inch Modular ambulances. The completed vehicles and components must comply with the current version of CAAS GVS 2.0 ground vehicle standard for ambulances unless specifically requested otherwise in the following document. As the criteria for compliance with CAAS 2.0 are well established, this document will not contain redundant references to their content.



## **Proposals will not be accepted after the due date and time stated in the RFP.**

Payment shall be made in accordance with these specifications and the Proposal submitted by the Respondent. Payment will be made upon acceptance of the vehicle(s) and equipment specified in this document.

Proposals received shall be evaluated by the County. This evaluation will be based on but not limited to; references and/or manufacturer's experience, completeness of proposal, exceptions, price, and delivery schedule. Price alone will not be considered the determining factor in selection of the supplier.

Proposals taking total exception to these specifications will not be accepted.

Any exception to the provisions in these specifications must be marked in the body of this document and itemized on a separate attached page(s) titled **EXCEPTIONS**. Referenced by section and paragraph, a detailed explanation of the exception shall be provided along with by the respondent's alternative proposal.

Proposals not following this format shall not be considered. **NO EXCEPTIONS TO THIS SECTION.**

The respondent shall indemnify and save the County harmless from any and all claims, liability, losses, and causes of actions which may arise out of the fulfillment of this agreement. The Respondent shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may ensue thereafter.

Failure to deliver any part of the order to the terms required may be considered by the respondent as a breach of contract. In such case the vehicle(s) and equipment may be rejected, and the purchaser shall retain the right to require forfeiture of the full amount of the Performance Bond (if required) as liquidated damages.

Failure to deliver the vehicles as specified in this RFP within 120 days of the receipt of Purchase Order shall allow the County to invoke a penalty for non-performance. That penalty, in the amount of \$200 per day per unit for every day beyond the 120 days specified, may be wholly or partially enforced at the discretion of the County.

When submitting their Proposal, Respondents must return all pages of these specifications as part of the Proposal as it will form the Contract between the respondent and the County. Caution should be taken by the Respondent that all questions are answered in the spaces provided and that all information requested is provided.

It is the Respondent's responsibility to be familiar with all federal, state, and local laws, ordinances, codes, and regulations concerning the submission of this RFP and the work it effects. Ignorance of said enactments shall not relieve the Respondent of responsibility to comply or complete the work as proposed.

In the event a clarification is requested on the contents of this specification, the question shall be addressed via email or in writing to:

Rowan County Purchasing Department  
Attn.: Jody Farrow-Bennett  
130 W. Innes Street  
Salisbury, NC 28146-8388  
jody.farrow-bennett@rowancountync.gov

When a Respondent requests clarification, a copy of the request and the County's reply will be forwarded to all Respondents.

The vehicle(s) shall, at the time of delivery, conform to the minimum requirements of the latest standards covering vehicles of this type. This shall include federal, state, and local requirements.



The requirements for the proposed vehicle(s) are found in the Detailed RFP Specifications including Appendix A: Photographs. The photographic portfolio should be adequate for any bidders to determine generalized dimensions and layout of the EMS unit. It is the opinion of the County that the photographic portfolio is more specific than detailed drawings regarding the placement of equipment and communications devices yielding a more exacting finished product.

In the event the respondent represents more than one ambulance manufacturer meeting the manufacturer requirements outlined herein, then the respondent shall "only" offer the highest quality vehicle(s) that the respondent represents. Multiple proposals from the same respondent on different manufacturers may be accepted if more than one manufacturer exhibits the same quality standards. This purchaser is seeking quality equipment. Respondents are asked to offer only the product(s) of the highest level of quality represented by that respondent.

*Is this requirement understood and met?*

Yes ☒ No ☐ Respondent's initials: CJH

By signing this document, the Respondent agrees that this Proposal is made without any understanding, agreement, or connection with any other person, firm or corporations making a proposal for the same purpose, and that this proposal is in all respects fair and without collusion or fraud.

Current literature and detailed specifications on the unit proposed shall be included with the proposal submittal.

#### **TYPE OF PROPOSALS TO BE SUBMITTED**

The information requested within the proposal must be furnished in full. Any respondent not completing this proposal or not furnishing any required information will not be considered. If a respondent will not furnish a material or fabrication process exactly as described in this specification, then that difference must be designated in the list of exceptions. If a substitution is being proposed, then the respondent must note the section to which the alternative is being proposed and provide technical data, supported by an engineer, supporting the fact that the substitute is equal to or better than the item as specified. If this data is not submitted with the proposal, then the proposal shall be rejected as being non-compliant. Respondent added narrative describing a substitution as being clarification, exceeding, being equal to, etc. will not be accepted. Statements such as these, with or without the technical data described in this section, will cause the proposal to be rejected as being noncompliant.

This County reserves the right to require samples of any deviating material to be provided for evaluation.

*Does the respondent comply with these requirements?* Yes ☒ No ☐

## Detailed Request for Proposal Specifications

### **GENERAL REQUIREMENTS**

- Payment shall be made on delivery of the purchased item, or upon completion of all work contracted for (whichever occurs later) and performed to the satisfaction of the County.

*Does the respondent comply with this requirement? Yes ☒ No ☐*

- All prices shall quote F.O.B. destination basis, at the County's specified location. Prices shall be complete and include all warranties and equipment specified. Allowances will not be made for incorrect or incomplete proposals.
- All prices, terms and conditions must be specified on the Request for Proposal Form.

*Does the respondent comply with this requirement? Yes ☒ No ☐*

### **CONSTRUCTION/INSPECTION TRIPS**

Construction/inspection trips may be required in order to assure conformity to specifications and the high-quality product the County requires. The County will be responsible for expenses incurred on behalf of its representatives when these trips occur. Dealer/manufacture representatives that choose to accompany County representatives will be responsible for any expenses incurred on their behalf. The travel days shall be the day before and the day after the visit to the builder's facility. This will allow for a full day onsite for inspection and correction as needed.

### **PRE-CONSTRUCTION CONFERENCE**

There may be a required pre-construction conference at the successful respondent's manufacturer's facility before any construction can begin.

NOTE: The pre-construction conference meeting shall be conducted at the "primary builder", of the apparatus. No meeting shall take place at the dealerships place of business. This is the only method that will be acceptable to conduct the pre-construction meeting. **NO EXCEPTIONS.**

Two (2) department personnel may attend. A representative or dealer of the successful respondent may attend at their expense.

At this meeting both parties shall again review the specifications to ensure that the apparatus is built to meet or exceed all requirements.

After this meeting, the representative of the successful respondent shall present the County with detailed drawings and work order to be used in the production of the apparatus being offered.

### **MID POINT INSPECTION**

There may be a midpoint inspection trip at the factory of the successful respondent. The inspection trip shall consist of two (2) members from the Department who shall inspect the progress of the apparatus to ensure compliance to all specifications.

### **PRE-DELIVERY INSPECTION (FINAL)**

There may be a pre-delivery inspection trip at the factory of the successful respondent to ensure compliance to all specifications. The inspection trip may consist of two (2) department personnel. A representative or



dealer of the successful respondent may attend at their expense. This inspection shall be scheduled so that it occurs when the unit(s) are completed and ready for shipment to the dealer.

Do you comply with all inspection trips? Yes ☒ No ☐

Under no circumstances shall the completed ambulance be delivered to the County until all work is complete. Respondents that make allowances for units to be completed at their service facility or office shall not be acceptable to this County. **NO EXCEPTIONS except as allowed in "Specifications"**

Does your proposal comply? Yes ☒ No ☐

### **ONE MONTH SERVICE CALL**

After the vehicle has been in service for approximately one month, the successful respondent shall send a trained "FACTORY" employed technician to the County, for a service and warranty review.

The Factory technician shall check all operating systems and repair or replace any items found defective or in need of re-work.

However, should a problem occur before the one-month service call; the County will require immediate service from the FACTORY technician, at the Departments location. **NO EXCEPTIONS**

Does your proposal comply? Yes ☒ No ☐

Prices shall be valid for at least one hundred twenty (120) days from the due date stated on the RFP, or as otherwise specified on the RFP form.

Does your proposal comply? Yes ☒ No ☐

### **WARRANTY**

The proposal shall include all warranties that are required in the following detailed specifications. The minimum acceptable warranty periods are noted below. In the blank lines the respondent shall note the terms of the warranty that apply to the manufacturer being proposed.

The respondent shall provide a minimum 12 month/12,000-mile Limited Warranty on the vehicle conversion, which covers defective parts and/or components, improper choice of materials, parts and/or components, improper design or engineering and poor or improper workmanship or quality control techniques. This warranty shall cover the complete vehicle, exclusive of the chassis, and shall include any and all costs for labor and parts or materials required to correct deficiencies. It is not the intent of this requirement that items such as light bulbs, or equipment installed in or on the vehicles which are covered by their own separate and specific warranty statements, be included in this warranty.

State the General warranty terms you are proposing:

Number of year's 5 years Mileage 60,000 miles

Since it is the purpose of these specifications to provide for a modular body that will offer many years of service, the Manufacturer of the vehicle(s) shall warranty the structural modular body for the life of the unit. This warranty shall be in writing and shall be included with the Proposal. Respondents who fail to meet this requirement shall not be considered responsive.

State the Structural warranty terms you are proposing:

Number of year's Lifetime Mileage limitations (if applicable) \_\_\_\_\_

There shall be a minimum of a six year/72,000-mile electrical warranty provided on the ambulance conversion electrical system. A copy of the warranty statement shall be submitted with this Proposal.

State the Electrical warranty terms you are proposing:

Number of year's 10 years Mileage limitations (if applicable) 100,000 miles

A four (4) year warranty shall be provided on the paint and its application. A copy of the painter's warranty statement shall be included with this Proposal. All warranties shall begin at the acceptance of the vehicle(s) by the Purchaser.

State the Paint warranty terms you are proposing:

Number of year's 6 years pro-rated Mileage limitations (if applicable) \_\_\_\_\_

For verification of the completed warranty terms stated above the respondent must include printed manufacturer's warranty certificates that meet or exceed the minimum required periods stated below.

Are the manufacturers warranties included? Yes ☒ No ☐

All warranties shall be from the manufacturer as opposed to a distributor or service center. This is necessary for the protection of the County, and to guarantee a certain known level of service and warranty. If, however, the respondent feels that it is necessary to modify the manufacturer's warranties, then the respondent shall state why this modification is necessary. In addition, the respondent shall provide a full descriptive warranty certificate describing the warranty modification and the fact that it takes specific precedence over the warranty offered by the manufacturer. If no such certificate is provided, then the modified warranty shall be considered invalid and the manufacturer's warranty shall remain in force. If the manufacturer states that no party is permitted to modify its warranty, then any warranty modification provided by the respondent, despite being in writing, shall automatically be rejected.

Does the respondent conform to the above-written section? Yes ☒ No ☐

In order to simplify the evaluation process, the following questions must be answered, and this section must be initiated by the respondent.

Are the warranties pro-rated in any manner? Yes ☒ No ☐

If yes explain:

Paint is pro-rated, attached for review

Are the warranties transferable? Yes ☒ No ☐

If yes explain:

Has the respondent modified the manufacturer's warranties? Yes ☐ No ☒

If yes explain:

If yes was chosen above, has the respondent included modified written warranties?

Yes ☐ No ☒

If no explain:



If 'yes' was chosen above, has the respondent included financial statements, for the last five (5) years of the warranty modifier? Yes ☐ No ☐  
If no explain: \_\_\_\_\_

Respondent shall initial that this section is understood and has been answered truthfully.

Initials: CSH

#### **Qualified Vehicle Modifier QUALIFICATION**

All Bidders shall be members in good standing of the selected classes manufacturers Qualified Vehicle Modifier Program (Q.V.M.). Each bidder shall supply a copy of their valid Q.V.M. Certification with their bid. If for any reason the Q.V.M. Certification was withdrawn or suspended within the past five years, the bidder shall supply a full written explanation of the Q.V.M. violation, withdrawal or suspension and any corrective actions taken to regain Q.V.M. Certification.

Does your proposal comply? Yes ☒ No ☐

#### **NATIONAL TRUCK EQUIPMENT ASSOCIATION TESTING**

A.M.D. 001 - AMBULANCE BODY STRUCTURE STATIC LOAD TEST: The ambulance described herein shall be type tested to the National Truck Equipment Association's Ambulance Manufacturing Division, Standard 001 - Ambulance Body Structure Static Load Test except the test weight shall be a minimum of 55,000 pounds. The test shall be conducted by an independent testing laboratory. The module body bid herein shall contain extrusion shapes and general structural layout identical to the test body used in the test.

Safety is this Agency's first concern. Structural integrity is crucial to the safety of the patient, passengers, and crew. Any manufacturer's product that has undergone a catastrophic modular dismemberment during a collision shall voluntarily supply the Agency with a report containing the date, a full explanation of the incident and photographs of the modular ambulance involved in the collision. Catastrophic modular dismemberment is defined as any structural failure which results in separation of major body elements such as walls, roof, floor, or doors. Catastrophic modular dismemberment during a collision indicates mechanical defects in the design and/or the direct construction of the modular body.

Any Bidder with such an incident in their company's past shall prove to the Agency that corrective action has taken place to correct the problem. All of the internal corrective actions shall be tested again to A.M.D. Standard 001 except the test weight shall be a minimum of 55,000 pounds. All A.M.D. Standard 001 testing prior to the incident is deemed invalid regardless of the expiration date of the original test.

Does your proposal comply? Yes ☒ No ☐

Note: Respondents, who are found to be untruthful in this, or in any other section of this proposal, will have their proposal automatically rejected.

#### **PRODUCT LIABILITY INSURANCE**

Proof of current liability insurance shall be supplied. The proof of insurance shall bear the insurance carrier's name, address, and phone number. The proof shall also bear the name and address of the insured. This document shall contain the coverage schedule, explaining the type of insurance, the policy number, the effective date of coverage, the policy expiration date, and the individual limits. The minimum amount of coverage shall be as follows.

- Commercial General Liability - Aggregate policy limit of four million dollars.

- Automotive Liability - Any Hired and Non-owned Autos
  - Combined Single Limits of One million dollars.
- Garage Liability - Any Auto
- Auto only - Each accident: limit of one million dollars.
- Workers Compensation and Employer's Liability –
  - Each Accident: limit of five hundred thousand dollars.
  - Disease policy: limit of five hundred thousand dollars.
  - Disease - Each Employee: limit of five hundred thousand dollars.
- Automotive Damage, Physical Liability Damage
  - Comprehensive Deductible

Since these specifications describe an emergency vehicle that may be used under adverse conditions, the County seeks to reduce its future liability exposure. Therefore, all respondents responding to these specifications shall submit a proper and verifiable Certificate of Insurance. This shall certify that the Manufacturer of the vehicle has in force, Product Liability insurance in the minimum amount of four million dollars (\$4,000,000.00). This insurance shall have been issued by a Company rated "A+" as reported in the current edition of Best's Key Rating Guide, published by Alfred M. Best Company, Inc.

The amount of Product Liability must be adhered to by both manufacturer and dealer, who will be providing the product. Utilizing the ambulance manufacturer's insurance will be acceptable if the respondent is an authorized dealer, they also must have coverage.

Respondents failing to submit proof of the above requirement cannot be accepted and their Proposal will be rejected.

*Does the respondent comply with this requirement?* Yes ☒ No ☐

All Respondents must have any and all current licenses required by state law to do business in the state North Carolina.

*Does the respondent comply with this requirement?* Yes ☒ No ☐

The County has concerns with respondents not having the completed unit built by the manufacturer. With that said, the County will not accept units that are not built and completed at the manufacturer's facility. This will eliminate split responsibility into service, warranty repairs. Add-on equipment shall be furnished by the manufacturer and not their Representatives, to avoid warranty issues. If the respondent makes any claim to adding equipment at the dealership, then your proposal will be considered non-responsive and rejected.

**NO EXCEPTIONS.**

*Does the respondent comply with this requirement?* Yes ☒ No ☐

It is the intent of the County to have the vehicle completed and ready for service once it leaves the ambulance manufacturer's facility. **NO EXCEPTIONS except as allowed in "Specifications"**

*Does the respondent comply with this requirement?* Yes ☒ No ☐

All equipment furnished shall be guaranteed to be new and of current manufacture; meet all requirements of this specification; and be in proper operating condition at the time of delivery. All parts shall be of high-quality workmanship and construction.

No part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

*Does the respondent comply with this requirement?* Yes ☒ No ☐



### **SERVICE AVAILABILITY**

Service will be a major factor in the award of this proposal. Convenience and experience will be determining factors in defining acceptable service. A service facility within a radius as described below will be required. Personnel performing the service shall be trained by the manufacturer with emphasis in the area of electrical service and upfit specific modular systems. To evaluate the proposed service facility, the following information shall be provided on the appropriate lines.

Radius from Purchaser: Not more than 60 miles.

Facility Name (If not the manufacturer): Southeastern Specialty Vehicles

Address: 911 Martin Creek Road

City: Henderson State: NC Zip Code: 27537

Contact: Chris Vanhonk - Mobile Service Technician

Phone: Toll Free Preferably: 919-215-6696 direct number to service technician

### **RESPONDENT DOCUMENTATION REQUIREMENTS**

Respondents shall include with the Proposal: literature, photographs or similar documents which describe or depict the manufacturer's type and model proposed; a complete set of the manufacturer's specifications for the type and model proposed; and one (1) set of drawings. These drawings shall consist of: four (4) exterior views; front, rear, curbside and street side and four (4) interior views; front, rear, curbside and street side, showing the location of all requested features attached thereto.

NOTE: the drawings submitted by the Respondent must show the design, layout, and features specified in this document. Submitting a manufacturer's "generic" or "standard feature" drawings, or photocopies of the reference drawings provided with this document, shall NOT be acceptable. Respondent's not including the required drawings will be considered non-responsive and will, therefore, be rejected.

Are the required drawings included? Yes ☒ No ☐

The respondent shall utilize these specifications and return their proposal in the same format. Submission of the specifications in alternate format will be grounds for rejection.

Are your specifications in the same format? Yes ☒ No ☐

### **NON-COLLUSIVE BID CERTIFICATION**

By submission of this bid response, the Bidder and/or the Bidder's authorized representatives certify under penalty of perjury, that to the best of their knowledge and belief the following:

The prices in the bid response have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor, and

Unless otherwise required by law, the prices which have been quoted in the bid response have not knowingly been disclosed by the Bidder and will not knowingly be disclosed by the bidder, prior to the public bid opening, either directly or indirectly to any competitor, and no attempt has been made or will be made by the Bidder, for the purpose of restricting competition, to induce any person, partnership, or corporation not to submit a bid response.

Does the respondent comply with this requirement? Yes ☒ No ☐

### **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Bidder/Contractor agrees to comply with all federal statutes relating to non-discrimination. These include but are not limited to:

- (a) Title VI of the civil rights act of 1964 (P.L. 88-352) which prohibits discrimination based on race, color or national origin
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination based on sex
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination based on handicaps and the Americans with Disabilities Act of 1990
- (d) The Age Discrimination Act of 1974, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age.
- (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination based on drug abuse
- (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism
- (g) 523 and 527 of the Public Health Service Act of 1912 (U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records
- (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing.
- (i) Any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (j) The requirements of any other nondiscrimination statute(s) which may apply to this agreement.

Does the respondent comply with this requirement? Yes ☒ No ☐

### **DRUG FREE WORKPLACE:**

The Bidder shall conduct business as a Drug Free Workplace. The Bidder/Manufacturer and ALL its sub-contractors shall provide notice to their employees and sub-contractors as required under the Drug-Free Workplace Act of 1988. A copy of Bidder's Drug-Free Workplace Policy shall be furnished to this agency upon request.

Does the respondent comply with this requirement? Yes ☒ No ☐

### **DEBARMENT STATUS**

By submission of this bid response, the Bidder and/or its authorized representatives, certify under penalty of perjury, that to the best of their knowledge and belief they are not currently debarred from submitting bids or bid on contracts by any agency within the home state of Rowan County Emergency Services, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency within the home state of Rowan County Emergency Services.



**WARNING**

The County will not tolerate Vendors who state compliance to specifications but deliver an incomplete product and/or sub-standard materials and workmanship. Vendors who have made delivery of such an ambulance without making every reasonable effort to remedy the defects found at the time of delivery or within the warranty period will be notified that they are DEBARRED from submitting bids to the County in the future. The County will not waste valuable time (more than once) trying to recover legal costs and deal with lost in-service time of new apparatus, working with vendors who are unresponsive to the needs of the County.

*Does the respondent comply with this requirement?* Yes ☒ No ☐

IT IS AGREED BY THE UNDERSIGNED RESPONDENT THAT THE SIGNING AND DELIVERY OF THIS PROPOSAL REPRESENTS THE RESPONDENT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED THE CONTRACT BY THIS AGENCY, WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

Sign in ink in the space provided below. UNSIGNED bids will be considered incomplete and will be subject to rejection.

Name of Firm: Southeastern Specialty Vehicles

Name of Signer: Darren Hadley

Signed (In Ink):   
(Signature of Officer of Company)

Title: Regional Sales Manager Date Signed: February 8, 2023

Street Address: 911 Martin Creek Road

Mailing Address: 911 Martin Creek Road

City: Henderson State: NC Zip: 27537

Phone Information: Phone: 866-640-2028 Fax: 252-430-1503

Email Address: darren.hadley@ssvsales.com

Ambulance Manufacturer: Life Line Emergency Vehicles

Model Year: 2024 Model Designation: Ford E-450 & F-450

- Delivery will be made within 120 days of receipt of the purchase order by the Dealer and/or Manufacturer

Does the respondent comply with this requirement? Yes ☐ No ☒

Unit Bid Price: EMS Unit Type III gas (each) \$ 359,915.00

Total (3 units) \$ 1,079,745.00 (3)

EMS Unit Type III diesel (each) \$ No Bid

Total (3 units) \$ No Bid (3)

EMS Unit Type I gas (each) \$ 378,415.00

Total (3 units) \$ 1,135,245.00 (3)

EMS Unit Type I diesel (each) \$ 385,707.00

Total (3 units) \$ 1,157,121.00 (3)

## Detailed Vehicle Specifications

### CAB & CHASSIS

The chassis required for this project is specified in detail below. Failure of the respondent to provide the chassis exactly as specified will be grounds for rejection of the respondent's proposal as being non-responsive. Exceptions will be made only if the respondent can prove that a required feature is unavailable from the chassis O.E.M.

- ☐ 2022 or Newer Type I or Type III Ambulance chassis with Ambulance Prep Package
- ☐ 14,500 Lbs. GVWR or greater
- ☐ Engine: Largest gas or diesel (bid separately) engine available
- ☐ Extra engine cooling package
- ☐ Automatic Transmission with overdrive
- ☐ Auxiliary Transmission Cooler
- ☐ Heavy duty factory air conditioning
- ☐ Electronic auto throttle
- ☐ Alternator: Dual minimal 145amp each
- ☐ Power windows
- ☐ Exterior mirrors, Power adjustable mirrors
- ☐ Electronic door locks for cab and module body doors, side entry door curb side and rear module entry doors with a keyless remote for opening doors on cab and module.
- ☐ Tilt wheel
- ☐ Cruise control
- ☐ AM/FM radio with clock
- ☐ Cab lighting- Two (2) independently controlled overhead cab dome lights.
- ☐ Vinyl floor covering in cab
- ☐ Premium floor mats, WeatherTech® or equivalent
- ☐ Bucket seats with arm rest that recline
- ☐ Seat belts, both lap and shoulder for both driver and passenger
- ☐ Air bags: driver and passenger
- ☐ Interior grab handle (passenger side)
- ☐ Chrome front bumper
- ☐ Batteries: (2) Two Heavy Duty Batteries 650 CCA System
- ☐ Gauge Package – Voltmeter, 300 AMP Shunt type, Temperature, oil, pressure, fuel, and hour meter
- ☐ Two (2) dash mounted auxiliary power points
- ☐ Auxiliary idle control (activated when park brake applied)
- ☐ Spare tire, wheel and tire changing tools (unmounted)
- ☐ Intermittent windshield wipers
- ☐ Full undercoating
- ☐ Shop manuals one owner's manual for each vehicle and one parts manual
- ☐ Standard Warranty Acceptable
- ☐ Cab-chassis Color: Exterior white, interior standard
- ☐ Respondents must provide VIN number of the model chassis that they currently have in stock.

### **TYPE I CHASSIS (if quoting)**

**Type 1 chassis requires liquid springs front and rear suspension**

*Above section proposed exactly as written:* Yes ☒ No ☐

### **CHASSIS WARRANTY**

The chassis manufacturer's standard vehicle warranty policies shall apply.

### **OUTSIDE REARVIEW MIRRORS**

The vehicle mirrors should be firmly secured, vibration less rear-view mirrors totaling at least 125 square inches. All mirrors' head faces shall be independently adjustable. OEM Mirrors shall be replaced with VELVAC 2020XG #716346 electric and heated mirrors.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **RUNNING BOARDS**

Bright finished aluminum diamond plate running boards with stamped/perforated surface or grip strut fabricated on step, shall be installed just from the rear of the front wheel opening to the rear of the cab and to the front of the modular body. The running boards shall be securely attached to the cab and/or body, as required, and include nonmetallic spacers to prevent contact of dissimilar metals and prevent trapping of dirt and water between the running board and the cab body. All running boards shall be gusseted and provide brackets to prevent flexing, sagging, and damage. Design of the running board shall incorporate a splash shield to protect the front of the modular body from wheel wash. The running boards shall be reinforced and braced to handle a minimum of 350 pounds without flexing. Running board installation shall conform to chassis manufacturer's recommendation.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **SPLASH GUARDS / MUD FLAPS**

There shall be provided a set of splash guards installed in the front wheel wells of the cab. The splash guards shall be constructed of aluminum and shall be securely fastened to the inside of the wheel well.

Additionally, there shall be provided a set of heavy-duty rear mud flaps. The flaps shall be made of thick rubber material and shall be as wide as the dual rear wheels. The mud flaps shall be securely fastened to the module body using stainless steel fasteners.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **EXHAUST SYSTEM**

The exhaust system shall conform to the chassis manufacturer's requirements.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **WHEELS**

The vehicle will be equipped with aluminum wheels.



Above section proposed exactly as written: Yes ☒ No ☐

### **BODY CONSTRUCTION OVERVIEW**

The dimensions of the patient module shall be in accordance with manufacturer's specifications with minimum dimensions of 166" in length, 96" in width, and 72" headroom.

There shall be a bulkhead separating the cab and patient compartment that allows for a pass-through area.

The ambulance body construction will be of the highest quality and shall meet all C.A.A.S. construction standards.

All exterior compartments shall be separate and individual components and no two compartments shall share a common wall.

Above section proposed exactly as written: Yes ☒ No ☐

### **BODY TO CHASSIS MOUNTING**

Body to chassis mounting will be of the highest quality and shall meet all C.A.A.S. construction standards.

Above section proposed exactly as written: Yes ☒ No ☐

### **VEHICLE LOWER RUB RAIL**

Rub rails shall extend the full length of the modular body on each side with tapered ends.

The rub rails, at minimum, shall be 0.125" thick aluminum diamond-plate formed into a "C" section with a 1" x 1" x 0.125" thick tubular aluminum beam welded inside the diamond-plate "C" section for greater strength.

The modular body shall have a 2" x 1.375" x 0.125" thick aluminum beam welded along the sides of the module to act as a side impact crash beam and support the rub rail. The side impact crash beam shall be welded to all possible vertical beams along the sides.

The rub rails shall be secured to the module side beams with 0.25" diameter stainless steel bolts, nuts and lock washers, and be spaced 0.25" from the modular body with nylon spacers to allow water, cleaning solutions, road salt, etc. to drain from the body and permit easy rub rail replacement in case of an accident.

Above section proposed exactly as written: Yes ☒ No ☐

### **ROOF RADIUS/CHAMFER**

The roof radius/chamfer shall be an extruded aluminum shape with an alloy and temper of 6063-T6 with an ultimate strength of 42,000 PSI.

The shape shall be a minimum of four-inch radius/chamfer with a built-in inner structural connector to form a one-piece side and roof structure.

If a drip rail is provided it may be incorporated into the extrusion used to form the roof radius.

Above section proposed exactly as written: Yes ☒ No ☐

### **ROOF CONSTRUCTION check for minimum and specifics**

Roof construction will be of the highest quality and shall meet all C.A.A.S. construction standards.

Above section proposed exactly as written: Yes ☒ No ☐

#### **CORNER RADIUS/CHAMFER**

The corner radius/chamfer shall be of the same heavy-duty construction and shall meet all C.A.A.S. construction standards.

Above section proposed exactly as written: Yes ☒ No ☐

#### **SIDE STRUCTURE**

The sides will be of the highest quality and shall meet all C.A.A.S. construction standards.

Above section proposed exactly as written: Yes ☒ No ☐

#### **FLOOR STRUCTURE**

The floor structure will be of the highest quality and shall meet all C.A.A.S. construction standards.

The entire underside of the modular body shall be sealed.

Above section proposed exactly as written: Yes ☒ No ☐

#### **COMPARTMENT CONSTRUCTION**

All exterior compartment walls, back and floor shall be constructed of smooth aluminum plate. All corners and seams shall be formed and completely welded to provide overlapping joints in order to prevent outside elements from entering the compartment.

Each compartment shall be finished with a "scorpion liner" type material. **NO EXCEPTIONS**

Additionally, each compartment shall be vented.

Above section proposed exactly as written: Yes ☒ No ☐

#### **DOOR CONSTRUCTION**

All doors will be of the highest quality and shall meet all C.A.A.S. construction standards.

If available, interior door handles will be relocated to provide a more ergonomic placement.

The lower aluminum panel shall be covered with Orange/White Reflective striping.

Above section proposed exactly as written: Yes ☒ No ☐

If no, explain \_\_\_\_\_

#### **STAINLESS STEEL DOOR HINGES**

There shall be provided a stainless-steel continuous hinge on each of the exterior doors. The hinges shall extend the full length of the door and shall contain a minimum 0.25" stainless steel pin.

All hinges shall be bolted to the door and door frame using 0.25" stainless steel bolts for easy removal if damaged. The hinge shall be separated from the door and frame by a Mylar strip which shall act as a corrosion barrier.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **DOOR HOLD BACKS**

There shall be provided a door spring opener and closer on each exterior compartment and side entry door. The door spring shall be bolted to the door using a fabricated spring hold bracket.

The door spring hold back shall operate on a '50/50 principal': if the door is partially opened, it shall close or if the door is over halfway open, the door will open fully.

**In lieu of spring style door hold back, a gas strut may be used. If used the gas strut must be constructed in such a manner that it allows opening beyond 90 degrees to reduce the possibility of breakage.**

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **MODULE AND ENTRY DOOR INSULATION**

At minimum, here shall be provided a combination of fiberglass batt insulation, polystyrene plank foam insulation and flexible foil faced bubble wrap insulation.

The insulation must meet ASTM E84 20/30 guidelines for flame and smoke.

**If available, higher quality insulation will be installed.**

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **FLOOR INSULATION**

The ambulance flooring system shall be insulated with a minimum of 1.5" thick expanded Polystyrene plank foam insulation. The foam panels shall be cut to closely fit the spaces between the structural framing and shall be attached to the underside of the floor skin with a spray adhesive suitable for use on EPS insulation.

After the insulation is in place, an aluminum weather shield (.060" aluminum) cover is to be bonded to the entire bottom side of the floor framing to protect the insulation from road splash.

The doors shall incorporate minimum 1.5" thick high density rigid polystyrene foam insulation

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **CAB TO PATIENT COMPARTMENT**

An open pass through will be placed from the patient care compartment into the center of the front passenger area.

*Above section proposed exactly as written:* Yes ☒ No ☐



## FUEL FILL BEZEL

The fuel tank fill will be protected by a cast aluminum fuel fill guard with polished flanges. There shall be a splash guard below the fuel fill bezel with design determined at the pre-construction conference. The County prefers a capless fuel filler neck or filler cap that allows fueling without removal similar to the Stant® Instafill

Above section proposed exactly as written: Yes ☒ No ☐

## RUBBER FENDER FLARES

A rubber fender flare shall be installed around the rear wheel well openings. They will be installed so as not to interfere with tire rotation, movement, or replacement. A layer of butyl self-sealing tape will be applied between the fender flares and the body panels for corrosion protection. The design and installation of fender flares shall match the current fleet exactly.

Above section proposed exactly as written: Yes ☒ No ☐

## REAR BUMPER

The rear bumper sub-structure will be of the highest quality and shall meet all C.A.A.S. construction standards. The components must be fully welded and coated with automotive water-based undercoating to prevent rust, and then bolted to the OEM frame rails.

Aluminum diamond plate bumper pods, approximately 23" wide x 11" deep x 4" high shall be constructed to fit over the outboard ends of the sub-structure and must be riveted in place using stainless steel fasteners.

The middle portion of the bumper assembly (approximately 48" wide) shall incorporate a fold up section of aluminum grip strut material. The hinge must be stainless steel and installed so that the step folds toward the body to facilitate stretcher loading.

Above section proposed exactly as written: Yes ☒ No ☐

## REAR RISER PANEL

Extending from the rear step to the bottom of the rear doors, for the full width of the rear wall, shall be a section of aluminum diamond plate. It will be fastened to the body using rivets. Designs that use screws or welding to secure this panel are not desired by this agency.

Above section proposed exactly as written: Yes ☒ No ☐

## RECESSED TOW EYES

The rear of the module shall contain two (2) recessed tow eyes that are encased in a cast product housing.

Above section proposed exactly as written: Yes ☒ No ☐

## STONE GUARDS

Two (2) aluminum diamond plate stone chip guards will be riveted to the lower corners of the front wall of the ambulance, just outboard of the chassis, to protect the paint finish from damage. The backside of



these stone guards shall be sealed to the painted finish by the use of gray Butyl sealant tape. Manufacturer/respondents that offer screws in lieu of rivets will not be accepted and will be considered non-responsive.

Above section proposed exactly as written: Yes ☒ No ☐

## **MODULE UNDERCOATING**

A non-flammable / non-combustible water based automotive undercoating shall be applied to the underside of the body.

Manufacturers must not undercoat the underside of the body until after final inspections, this will allow for inspection of the under body without the undercoating applied. Manufacturers that undercoat prior to this inspection will be grounds for non-acceptance of the vehicle.

Above section proposed exactly as written: Yes ☒ No ☐

### **A. Front Bumper**

Road Armor Stealth® wide fender flare front non-winch bumper Lonestar guard with black texture will be installed. (or equivalent)

### **B. Clearance lighting**

There will be clearance lighting installed under all entry/exit doors of the vehicle, both cab and patient compartment. These LED lights will be programmed to turn on when doors are opened and will be pointed downward to illuminate the ground at the immediate area around the entry/exit doors.

## **EXTERIOR COMPARTMENTS**

### **DRIVER'S SIDE COMPARTMENT A**

This compartment shall be located on the forward driver's side of the ambulance body. The compartment shall match the size of the current fleet.

The compartment shall be designed to house an oxygen cylinder and shall contain an approved oxygen cylinder retention system. There shall be provided, access to this compartment from within the patient compartment.

The compartment shall have a single, vertically hinged door with a "scorpion" style interior surface and a red colored LED strip compartment light that activates upon opening of the compartment door.

Above section proposed exactly as written: Yes ☒ No ☐

### **DRIVER'S SIDE COMPARTMENT B**

This compartment shall be located aft of compartment "A." The compartment shall match the size of the current fleet.

There shall be two (2) vertical dividers with one (1) adjustable shelf mounted on uni-strut tracks provided on the outermost side of each divider leaving an open vertical storage space between said dividers. All shelves and dividers shall be scorpion lined.

This compartment shall have two (2) vertically hinged doors with a "scorpion" style interior surface and a red colored LED strip compartment light that activates upon opening of the compartment door.

Above section proposed exactly as written: Yes ☒ No ☐

#### **DRIVER'S SIDE COMPARTMENT C**

This compartment shall be located aft of the rear wheel well of the apparatus and shall be a nominal size of 36" H x 28" W x 33" D. There shall be a single hinged exterior door. In this compartment, there shall be (2) adjustable 0.125" thick aluminum horizontal shelves. This compartment shall have inside/outside access.

The compartment shall have single vertically hinged door with "scorpion" style interior surface and red colored LED strip compartment light that activates upon opening of the compartment door.

In addition, there shall be one a Stair Chair "Pocket" affixed into the door of the compartment designed to accommodate the 6252 Stryker Stair Pro.

Above section proposed exactly as written: Yes ☒ No ☐

#### **PASSENGERS SIDE COMPARTMENT D**

This compartment shall be located on the passenger side of the vehicle, behind the door forward entry. The area above the module floor level will have inside/outside access. The inside access will be covered with a Robinson ® Roll Up Door (or equivalent). This compartment will have approximate dimensions of 25.5" wide, 51.5" high and 22" deep. This compartment will have 2 adjustable shelves. The upper left portion of the compartment shall have drawers that are accessible on the side, accessible from the sliding style seated area. There shall be a color keyed Corian ® (or equivalent) countertop installed at the top of the compartment. The compartment shall have a red colored LED strip compartment light that activates upon opening the external compartment door. The lower portion of this compartment shall be used for battery storage, area below the floor module. Batteries will be placed on a slide out tray. The tray shall accommodate 2 full size batteries.

Above section proposed exactly as written: Yes ☒ No ☐

#### **PASSENGER SIDE COMPARTMENT E**

This compartment shall be the rearmost compartment. The compartment shall match the size of the current fleet.

The compartment shall have a single vertically vented hinged door with "scorpion" style interior surface. The compartment shall contain a red colored LED strip compartment light that activates upon opening of the compartment door. There shall be two (2) aluminum vertical dividers. There shall be one (1) horizontal divider on the right side of the compartment, located in the half way height of the compartment. All dividers shall be scorpion lined.

**In addition, there shall be two (2) seat belt restraints spanning all three (3) sections**

Above section proposed exactly as written: Yes ☒ No ☐

#### **DOOR LATCHING HARDWARE**

All module doors, compartment, and entry, shall utilize two (2) rotary style latches per door leaf, closing onto two (2) "Nader" (or equivalent) striker pins with capped heads and adjustable cage nuts.



Construction using other latching methods, striker pins without capped ends, or single striker pins is NOT acceptable. All entry and exit doors shall be built with a "quick release" system.

All exterior module doors shall be keyed alike.

Above section proposed exactly as written: Yes ☒ No ☐

#### COMPARTMENT DOOR HANDLES

All exterior compartment doors shall have chrome plated Eberhard® Model # 21000 "E Grabber Series" (or equivalent), locking handle with neoprene gasket. There shall be 2-pt locking pull handle assembly made of die cast material.

The handle shall be large and easy enough to use. The assembly shall include a double-bitted key cylinder in locking versions, factory installed gasket and free-wheeling feature, water resistant, and blind mounting brackets for security and appearance.

The handle will be connected to the latching mechanism by threaded rods. Latching systems using cables or pinned rods will NOT be acceptable. All exterior patient compartment doors shall be keyed alike.

Above section proposed exactly as written: Yes ☒ No ☐

#### SIDE ENTRY DOOR

A side entry door to the patient compartment shall be provided and shall match the size of the current fleet. The side entry door will be located at the forward most position of the body (door forward design). It shall have a full-length stainless-steel hinge, with pin not less than 1/4" in diameter, on the forward edge of the door and a stainless-steel spring-controlled door check which will hold the door at not less than 90 degrees when open.

All entry and exit doors shall be built with a "quick release" system.

Above section proposed exactly as written: Yes ☒ No ☐

#### CURBSIDE ENTRY DOOR HANDLES

The curbside module entry door shall have a chrome plated Eberhard® (or equivalent) locking handle with neoprene gasket on the exterior of each door. On the interior of this door, a Tri-Mark automotive lever style handle with slide lock lever and bezel will be installed.

These handles will be connected to the rotary latching mechanism by steel rods with an anti-corrosion coating factory applied. Latching systems using cables or pinned rods for latch activation will NOT be acceptable.

Above section proposed exactly as written: Yes ☒ No ☐

#### REAR ENTRY DOORS

Double leaf rear entry doors to the patient compartment shall be provided and shall match the size and location of the current fleet. They shall have a full-length stainless-steel hinge with pins not less than 1/4" in diameter.

Above section proposed exactly as written: Yes ☒ No ☐

One (1) pair of Cast Products® "Grabber" (or equivalent) door hold open devices shall be installed on the exterior of the doors to hold the doors open when necessary. The devices shall be located on the approximate horizontal centerline of each door. The rubber insert into the "female" side of the hold open device shall be replaceable.

*Above section proposed exactly as written: Yes ☒ No ☐*

**Glove storage for 1 box of gloves per door will be installed on the inside portion of the doors and will be recessed.**

*Above section proposed exactly as written: Yes ☒ No ☐*

## **REAR ENTRY DOOR HANDLES**

Each rear module entry door shall have a chrome plated TriMark® (or equivalent) locking handle with neoprene gasket on the exterior of each door. The interior handles will be relocated to the upper-most portion of the door for better ergonomics, if available.

These handles will be connected to the rotary latching mechanism by steel rods with an anti-corrosion coating factory applied. Latching systems using cables or pinned rods for latch activation will NOT be acceptable.

All entry and exit doors shall be built with a "quick release" system. This system will be a push button if available.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **ENTRY DOOR GRAB BARS**

A 1.25" diameter stainless steel grab bar with 120 degree "V"-style bend shall be provided and installed on the inside of each entry door.

**The positioning of the grab bars will be such that upon closing there is no "pinch point" created by the proximity of the grab bars and surrounding surfaces.**

*Above section proposed exactly as written: Yes ☒ No ☐*

## **ENTRY DOOR FINISHES and COMPONENTS** **ENTRY DOOR UPPER LINERS**

Above the kick plate, the entry doors shall be finished using stainless steel or 0.063" smooth aluminum plate.

The upper liner shall be secured to the inside of the entry doors using stainless steel screws.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **CENTER DOOR LINER**

A sheet of stainless steel or 0.063" smooth aluminum plate shall be utilized and attached to each entry door. The cover shall be secured to the inside of the center of each entry door with stainless steel screws and a "J" channel slot so that it allows easy removal to access the door latching mechanism.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **ENTRY DOOR KICK PLATES**



A sheet of stainless steel or 0.063" smooth aluminum plate will be installed on the lower inside portion of each door to serve as a kick panel. The kick plates will be attached to the door pan and liner using stainless steel screws. The kick plate shall be covered in Reflective ORANGE/WHITE chevrons.

Above section proposed exactly as written: Yes ☒ No ☐

#### **SIDE ENTRY DOOR WINDOW**

A 19" x 18" aluminum framed window is to be centered in the entry door, with the top of the window about 6" down from the top of the door.

The dark tinted window shall be capable of opening via a sliding section of the glass. The sliding section must be positively latched when in the closed position to prevent it from being opened from the outside. It must also include a sliding screen section to cover the opening.

Above section proposed exactly as written: Yes ☒ No ☐

#### **REAR ENTRY DOOR WINDOW**

Two (2) 9" wide x 18" high aluminum framed windows will be provided. One (1) window will be centered in each entry door, with the top of the window about 6" down from the top of the door. The dark tinted window shall be single piece fixed glass.

Above section proposed exactly as written: Yes ☒ No ☐

#### **COMPARTMENT LINER**

There shall be Black Turtle Tile ® (or equivalent) installed in every exterior compartment floor and exterior adjustable shelves.

Above section proposed exactly as written: Yes ☒ No ☐

#### **INTERIOR CABINETRY**

##### **CONSTRUCTION REQUIREMENTS**

In general, the interior of this ambulance shall incorporate features to mitigate injuries to passengers or employees caused by sudden hard braking or accident impact. Exposed edges shall be protected by radius or chamfer trim and, where possible, corners shall be rounded with radius trim. All devices and equipment will be mounted as flush as possible with its surrounding surface. Padding shall be installed in areas where features may obstruct head movement as attendants work within the patient compartment.

The layout of interior cabinetry for this ambulance shall be similar to the current fleet and newer designs may be considered. As stated earlier in this document, the respondent must supply drawings which will be considered when determining whether a particular design meets those needs.

The cabinets in this vehicle shall be constructed of wood or aluminum. Plastic or fiberglass will not be acceptable for use in the cabinetry structure.

Additionally, cabinetry shall be firmly bolted to mounting plates welded to the body side structure.

All cabinet trim, 'head-knocker' pads and various other trim pieces shall be covered in color coordinated vinyl upholstery and shall be cut with a corner radius.

Above section proposed exactly as written: Yes ☒ No ☐

## CABINET DOORS

All cabinets along the street and curb side of the vehicle shall have a mitered framed, sliding transparent Plexiglas door assembly. Each door shall be fitted with a full length, extruded aluminum door handle. The door pull extrusion shall also add bend resistance to the door. The door track/frame extrusion shall incorporate a rubber track to prevent the door from sliding free during transit. Additionally, the corners of the assembly shall have supported corner angle. All extrusions shall be anodized.

**Alternatively, doors may have a mitered and framed opening with surface mount solid plexiglass door. The door shall have a Southco® type latch to secure it in the closed position.**

Plexiglas color shall be clear.

**All module interior cabinets shall have holes drilled into the door(s) or a mechanism provided to facilitate securing door(s) with break-away security seals.**

*Above section proposed exactly as written: Yes ☒ No ☐*

## CABINET RESTOCKING FEATURES

The street side upper cabinets shall have restocking features installed to allow the cabinets to be opened in the upright position for ease of loading supplies.

**The street side cabinet beneath the secondary action area may open downward for restocking.**

*Above section proposed exactly as written: Yes ☒ No ☐*

## INTERIOR SHELVING

All shelving in the interior module shall white with an aluminum edge. The shelving shall have adjustable struts that are bolted in and not screwed.

*Above section proposed exactly as written: Yes ☒ No ☐*

## GRAB BAR ABOVE COT

One (1) 1.25" diameter x 72" long stainless-steel grab bar shall be provided and installed on the ceiling above the primary cot.

One (1) additional 1.25" diameter x 72" long stainless-steel grab bar shall be provided and installed in the ceiling on the sliding attendant seat side of the ceiling.

*Above section proposed exactly as written: Yes ☒ No ☐*

## UPHOLSTERY

All vinyl upholstery shall be vacuum formed seating, applied over high density foam. For seat cushions, the foam must be 2.5" thick. For back and head rests, it shall be 2" thick.

Because of the County's concern for reducing the exposure of stitched seams to fluid borne pathogens, all seat cushions, back, arm, head rests and header pads shall be vacuum formed seamless design. Designs using piping, welts, stitched seams, or heat-sealed joints to join upholstery panels are not acceptable. Each cushion shall be backed by 0.25" laminated wood (or equivalent). All upholstery must be easily removable to facilitate cleaning in case of contamination.

Exact color shall be determined at the pre-construction conference.

*Above section proposed exactly as written: Yes ☒ No ☐*



## SEAT CUSHION ATTACHMENT

To further aid in easy removal for cleaning and disinfecting, all seat cushions shall be attached to seat bases using Velcro or 3M Dual-Lock fastening systems.

Above section proposed exactly as written: Yes ☒ No ☐

## PADDED TRIM

To mitigate injury to passengers, trim pieces consisting of PVC covered with 1/4" high density foam and wrapped with heavy duty vinyl to match seating upholstery will be installed:

- A. At the vertical outside corner of the cabinet forward of the attendant seat
- B. At the upper horizontal and vertical corners above the action area
- C. At the upper horizontal and vertical corners above the defibrillator shelf

Above section proposed exactly as written: Yes ☒ No ☐

## CEILING HEADLINER

The ceiling will be finished with 0.125" Luan (or equivalent) backed glossy white commercial grade plastic laminate panels. Any seams shall be trimmed to prevent sagging and provide a clean attractive appearance. The ceiling panel shall be mechanically attached to the roof structure but all fasteners shall be hidden.

Headliners with padded vinyl or un-backed fiberglass materials will not be acceptable due to their potential for contamination, tears, cracking and spalling, thus involving costly repairs.

Along the longitudinal center of the ceiling, a padded cover shall be installed to close-off the electrical wiring chase. It must be covered with vinyl to match the upholstery.

Above section proposed exactly as written: Yes ☒ No ☐

## CEILING LAMINATE

The ceiling shall be gloss white.

Above section proposed exactly as written: Yes ☒ No ☐

## FLOOR COVERING

There shall be provided a heavy-duty commercial grade vinyl floor covering the interior patient compartment. The floor covering shall be Lonseal® (or equivalent) II heavy-duty safety vinyl. The floor covering shall be constructed of multiple layers composed of polyvinyl chloride (PVC) resin, plasticizers, fillers and pigments. The wear layer shall be formulated to provide maximum resistance to foot traffic and most commercial and healthcare chemical. The middle layer shall provide dimensional stability, sound-absorbing properties and resiliency under foot. The floor shall be heavy duty insulated and sound proofing. The flooring shall extend the full length and width of the patient compartment consisting of a minimum of 0.75-inch plywood, seven ply exterior grade. The flooring shall be covered with a no wax commercial heavy-duty vinyl covering diamond shape Lon plate or similar product (Gunpowder Gray #424TX). The framing system and framing welding techniques shall be in accordance with manufacturer's specifications. Aluminum sub floor shall be 0.125 inch between the frame and plywood

floor shall be installed. The vinyl flooring is to be extended up the sidewall a minimum of three inches (3").

Flooring shall meet or exceed all ASTM and / or NFPA Standards as pertains to friction, flame spread, smoke density, abrasion resistance, flexibility and chemical resistance.

The sub flooring shall be made of 0.75" marine grade plywood.

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **DRIVERS SIDE ACTION AREA**

The action area shall be located on the forward driver's side of the module.

The action area shall also contain connections for a suction device, oxygen regulators and electrical connections. Clear LED lighting shall be located underneath the overhead cabinets. There shall also be an "Oxygen Viewing Port" installed in the forward action area.

The action area shall have a countertop that provides the maximum sized work area possible. The action area shall be constructed to match the design and layout of the current fleet.

This area shall have a Corian® or equivalent countertop. The action area shall have an edge that rises above the work area to provide spill containment and shall be constructed of the same material.

Respondents that offer ABS or Formica® covered countertop will be considered non-responsive and that proposal will be rejected. **NO EXCEPTIONS**

**The action area will have a slide-out drawer below the countertop that opens towards the attendance seat, but that has complete access to being opened without interference from the seat.**

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **OXYGEN VIEWING PORT**

There shall be a contoured Plexiglas viewing door on the forward section of the Action Area allowing access to the main oxygen storage cylinder.

If required, the door may wrap around the corner of the wall and have a hinge. It shall be located to allow access and operation from the attendant's seat.

**The viewing port shall be configured in a manner where the amount of oxygen available is easy to read/view by an employee from inside the vehicle.**

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **ACTION AREA CABINET LAYOUT**

There shall be two separate cabinets located above the forward action area. The cabinets shall match the design of the current fleet.

*Above section proposed exactly as written: Yes ☒ No ☐*



### **CPR SEAT**

The seat shall be constructed to match the design and location of the current fleet. The seat shall be attached to a hinged base that provides storage beneath the seat.

Exact layout and design of the seat shall be determined during pre-construction conference.

*Above section proposed exactly as written: Yes ☒ No ☐*

### **SECONDARY ACTION AREA REAR OF CPR SEAT**

This area shall have a Corian® or equivalent countertop. The action area shall have an edge that rises above the work area to provide spill containment and shall be constructed of the same material.

Storage below this action area will be 2 (2) slide out drawers.

*Above section proposed exactly as written: Yes ☒ No ☐*

### **CABINETS AFT OF CPR SEAT**

Cabinets aft of the CPR seat located above and below the secondary action area. The cabinets shall match the design of the current fleet.

*Above section proposed exactly as written: Yes ☒ No ☐*

### **CABINET REAR STREETSIDE**

The cabinets shall match the design of the current fleet.

*Above section proposed exactly as written: Yes ☒ No ☐*

### **SIDE ENTRY STEP WELL**

There shall be provided inside the module side entry door, a step well utilizing three steps. The three step well shall be fabricated using heavy duty aluminum diamond plate.

*Above section proposed exactly as written: Yes ☒ No ☐*

### **ATTENDANT'S SEAT**

The Attendant's Seat shall be an EVS® (or equivalent) rear facing automotive style attendant's seat with a standard lap/shoulder belt and integrated child safety seat. It shall feature a seamless vinyl design and be mounted on a factory approved metal base.

The seat shall be provided and installed adjacent to the Action Area.

*Above section proposed exactly as written: Yes ☒ No ☐*

### **PASSENGER'S SIDE Action Area**

The passenger side action area will be located behind the side entry door, adjacent to the Valor seat area and above compartment D.

The action area shall contain a switch panel that controls the lighting, AC/Heat, exhaust fan and other specified equipment.

The action area shall also contain connections for oxygen regulators and electrical connections. LED lighting shall be located underneath the overhead cabinets. A multiplex control head will be in this location.

The action area shall have a countertop that provides the maximum sized work area possible. The action area shall be constructed to match the design and layout of the current fleet.

This area shall have a Corian® or equivalent countertop. The action area shall have an edge that rises above the work area to provide spill containment and shall be constructed of the same material.

Respondents that offer ABS or Formica® covered countertop will be considered non-responsive and that proposal will be rejected. **NO EXCEPTION.**

The to be determined defibrillator mount shall be properly affixed in this area located to match the current fleet. Exact placement shall be determined during pre-construction conference.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **SECONDARY ACTION AREA AFT OF Attendant SEAT**

A secondary action area adjacent to compartment E. This compartment will be constructed to allow for storage drawers. The height of this action area will match the height of the passenger side action area. This action area will be no more than 16" deep. There shall be 1 or 2 drawers with at least one of these drawers opening towards the attendant seat. This action area can be built into compartment E up to 8 inches inside the compartment but must be sealed if this is done.

A cardiac monitor mount will be installed on the top of the secondary action area. The mount will be a Technimount® Bracket Pro Serie 25-HD for the Zoll® X-Series cardiac monitor.

A storage cabinet will be above the secondary action area and will be at a sufficient height above the action area to allow for installation and storage of the cardiac monitor without interference. This storage shall be no more than 6" in depth.

#### **GLOVE BOX CABINET**

A cabinet shall be built and installed on the forward wall of the box and will house four boxes of protective gloves. The cabinet shall have a door with (4) oval cut outs to allow gloves to be removed without opening the door.

The bottom edge of the glove box shall be covered by padded vinyl trim to protect occupants.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **Fixed seating (in place of squad bench)**

There shall be Valor Flip® seat in place of standard bench seat. The seat will be mounted on a standard swivel base. This seat shall not have an integrated child seat/flip cushion.

Seat belts should be positioned in such a manner that they may be comfortably used for either patient or attendant restraint.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **Drug Storage**



A lockable Medi-Kool® (or equivalent) MK MICRO H/Saline Depth lockable refrigerator will be provided. Installation location to be determined. Adequate venting for the Medi-Kool must be provided. (Those proposing an equivalent must take EXCEPTION and provide detailed documentation supporting the equivalent product as such)

**A Knox® Medvault Large Capacity safe shall be installed. Location will be determined at the preconstruction conference.**

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **WALL COVERING**

The curbside action area shall be faced with stainless steel or aluminum extending no less than 8 inches from the uppermost border of the floor covering.

The streetside action areas shall be faced with stainless steel or aluminum extending to the lower edge of the cabinet top from the uppermost border of the floor covering.

The streetside CPR seat shall be faced with stainless steel or aluminum extending to the lower edge of the hinged lid from the uppermost border of the floor covering.

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **COT SYSTEM**

**There shall be provided a Stryker® cot system installed. The system will consist of the following:  
The newest version of the below described:**

**Stryker® Power Pro 2 Cot (with XPS), M/N 6507-000000**

Stryker® Power Load System, M/N 6390-000000

Stryker® Mass Casualty Kit, M/N 6391-001-002

The cot mounting system shall be affixed by manufacturer supplied hardware bolted into the bored and tapped metal sub structure of the module floor. The system including the Stryker® Safety hook shall be installed in the "center load" position.

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **IV HOLDER**

There shall be provided two (2) each cast folding IV hangers, swing down type IV holders for two IV bags. The IV hangers shall be mounted in a location to be determined at the pre-construction conference.

*Above section proposed exactly as written: Yes ☒ No ☐*

#### **MODULE POWER DISCONNECT SWITCH**

An "On/Off" style master module disconnect will be programmed within the multiplex system control head. The switch must be capable of carrying the load of both OEM batteries when in the "On" position, as well as completely disconnecting both batteries when in the "Off" position.

This switch shall NOT disconnect battery power to the chassis circuits, but to the module, or converter added circuits only.

The switch shall be recessed as to not interfere with anything. Switches that have multi-position settings allowing power from either battery independent of the other will be unacceptable.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **12 VOLT DC ELECTRICAL SYSTEM**

The electrical system and associated equipment shall comply with all Federal Motor Vehicle Safety Standards, Federal Motor Carrier Safety Regulations, and shall also conform to all applicable SAE recommended standards and practices.

The apparatus body and accessory electrical equipment shall be served by circuits separate and distinct from the chassis circuits. All wiring shall be permanently color coded and marked to identify each wire for its entire length.

Wiring shall be routed in conduit or loom that is rated to a minimum of 300° Fahrenheit and shall include a service loop of wire that will permit replacement of wire terminals. All conduits, looms and wiring harnesses shall be securely fastened to the body or frame with insulated metal cable straps.

All electrical system components and wiring shall be located and installed in such a manner that facilitates easy removal and servicing.

**The 12 Volt DC Electrical System shall have 3 batteries. One (1) battery shall be used to power electronic components and isolated from ignition circuits in such a manner that it prevents significant voltage fluctuation while starting the engine.**

*Above section proposed exactly as written: Yes ☒ No ☐*

## **12 VOLT OUTLETS**

There shall be provided four (6) 12VDC outlet power sources with cigar lighter style receptacles; two (2) in each action area; one (1) at the top of the storage cabinet between the action area and the front of the patient care compartment box and (1) one in Compartment C.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **TURN/BRAKE LIGHTS**

There shall be three (3) LED Lights mounted with the patient compartment clock located above the rear door that will be noted and indicated as Right Turn, Left Turn and Stop.

These will be wired into the directional turn signals and brake lights of the chassis and will allow visual warning when the vehicle is preparing to make a turn or stop.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **SIREN**

There shall be provided and installed an electric siren that is able to accurately reproduce the Trade marked "Q" wail tone in addition to other traditional siren tones. Additionally, the electric siren should be compatible with a low tone traffic clearing system. This system should allow the user to cycle through siren tones via the OEM horn ring input. An example would be a Rumbler® or Howler® intersection clearing system that is compatible with the siren.

*Above section proposed exactly as written: Yes ☒ No ☐*



## **SIREN SPEAKERS**

There shall be provided two (2) electronic speakers capable of handling the maximum power from above siren/howler specification. The speakers shall be recessed in a space to project the loudest sound.

Above section proposed exactly as written: Yes ☒ No ☐

## **LIGHTING**

### **EMERGENCY LIGHTING**

There shall be provided a complete LED emergency lighting system. All lights shall come complete with chrome bezels. This lighting system shall include the following minimum:

- Seven (7) Whelen® 900 (or equivalent) Series LED lights across front of module w/chrome flanges.
- Four (4) TIR6 500 (or equivalent) Series LED Grill Lights Len Red/Clear with bezels.
- Two (2) 700 (or equivalent) Series LED Front Intersector Lights Split Len Red with bezels.
- Two (2) 700 (or equivalent) Series LED Red Intersectors on Module above rear wheels with bezels.
- Eight (8) 900 (or equivalent) Series Red LED Lights with chrome flanges- Four per Side.
- Two (2) 900 (or equivalent) Series Red LED Lights Centered thru rear window level.
- Six (6) 900 (or equivalent) Series Red LED Lights across the rear of the module with chrome flanges.
- One (1) 900 (or equivalent) Series Amber LED Light with chrome flanges- Rear Mount.

Exact layout of Emergency Warning Lights shall be determined at the pre-construction conference.

Above section proposed exactly as written: Yes ☒ No ☐

### **WHELEN 700 SERIES ADDITIONAL LIGHTS**

There shall be two (2) Whelen® 700 (or equivalent) Series Red LED lights mounted on the rear entry doors, one per each door. These lights shall be activated in conjunction with the module rear brake lights.

Above section proposed exactly as written: Yes ☒ No ☐

### **CAB INTERIOR LIGHT**

There shall be installed one round LED light that can be switched from white to red installed in the headliner directly above the passenger seat.

Above section proposed exactly as written: Yes ☒ No ☐

### **DOOR INTERIOR LIGHTS**

There shall be installed flashing LED lights to the inside of each back door that are active only when door is open.

Above section proposed exactly as written: Yes ☒ No ☐

## SCENE LIGHTS

There shall be provided six (6) each LED scene lights. Whelen® 900 Series (or equivalent) flush mount scene light.

The right-side scene lights shall activate upon opening of the curb side door. The rear scene lights shall activate by opening the rear door or upon putting the vehicle in reverse.

**There shall be a front flood light installed below the front face air condenser. The front flood light shall be a Super Bright LEDs® LED light bar (or approved equal). If the air condenser has angled sides, LED flood light bars will be installed on each side.**

Above section proposed exactly as written: Yes ☒ No ☐

## MARKER LIGHTS

There shall be provided the proper number of LED ICC / marker lights located on the apparatus body at the termination of the roof radius or above the drip rails if drip rails are provided.

Above section proposed exactly as written: Yes ☒ No ☐

## REAR BRAKE, BACK UP AND TURN SIGNAL LIGHTS

There shall be provided a set of Whelen® 600 series LED (or equivalent) taillights on the rear lower riser of the ambulance body. Additionally, there shall be provided a set of amber turn signals with arrows.

All tail lights shall come complete with chrome bezels. **NO EXCEPTIONS**

Above section proposed exactly as written: Yes ☒ No ☐

## LICENSE PLATE HOLDER

A cast aluminum license plate bracket with polished flanges shall be recessed into the rear riser. It shall be provided with two (2) LED license plate lights.

Above section proposed exactly as written: Yes ☒ No ☐

## PATIENT COMPARTMENT LIGHTS/INTERIOR DOME LIGHTING

General lighting for the patient compartment shall be as follows: A minimum of eight (8) overhead L.E.D. dome lights (color) shall be mounted over the squad bench side and the primary cot location. These lights must be recessed into the ceiling headliner, protruding not more than 1 1/2".

These lights are to be controlled by switches in the passenger side action area. Additionally, all eight shall automatically light on their "low" setting when either the side or rear entry doors are opened.

There shall be an ITC® (or equivalent) LED cool blue 10mm Luna Strip Light installed: (1) along the entire length of the main cabinet wall at the top of the floor roll up below the stainless-steel riser. (1) Along the entire length of the sliding attendant seat base at the top of floor roll up below the stainless-steel riser to stop at the head of the bench cabinet. Both will be wired to rear control panels as Aisle Lighting.

Any lighting system using a rheostat to control lamp intensity is NOT acceptable to this agency.

Above section proposed exactly as written: Yes ☒ No ☐

### **STEPWELL LIGHT**

There shall be provided an LED step well light located at the curbside entry interior doorstep well.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **ACTION AREA LIGHTS**

There shall be provided a LED light mounted above the work surfaces, underneath the overhead cabinets.

The action area light shall be controlled by a switch located in the multiplex control head.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **COMPARTMENT LIGHTS**

There shall be provided red colored LED strip lights in each exterior compartment that activates upon opening of the compartment doors.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **CHECKOUT TIMER SWITCH**

A 15-minute spring wound mechanical timer(s) shall be provided and installed to control the curb side LED lights specified above. The timer shall be installed in the curbside wall adjacent to the side entry door. The location shall be determined at the pre-construction conference.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **BACK-UP ALARM**

A solid-state back-up alarm capable of sounding an alarm of at least 90 decibels shall be installed so that when the chassis gear selector is placed in "Reverse", it will automatically activate.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **DRIVERS CONTROL CONSOLE**

There shall be provided a custom driver control console fabricated from aluminum which shall replace the OEM center console located between the driver and passenger seats. The console shall be covered with a non-skid, UV protected, heavy duty black spray on polyurethane liner material or black powder coat. **NO EXCEPTIONS.**

All corners of the drivers control console shall be free of sharp edges and the console shall be fastened to the cab floor in such a manner as to allow for quick and easy removal for access to components below.

The console shall come complete with the necessary switch panels and other controls as required by these specifications. The switch panel shall incorporate rocker style switches and door and compartment indicator lights.

In addition, the console shall house other onboard meters the electronic siren and the subsequent mounting of County's one (1) mobile radios, (2) glove box holders, 2 drink holders and two (2) clip board holders. There shall also be installed one (1) 110V AC duplex receptacle that is powered by the inverter and shoreline. Items shall be bolted in the cab but easily removable by one person.



The console radio cut outs shall be part of the console design and construction and not required to be completed by the radio installer.

A computer mount with swivel shall be installed in the front cab area. Brand and model of computer will be discussed at pre-construction. The layout will be decided at the pre-construction conference.

Above section proposed exactly as written: Yes ☒ No ☐

#### **DRIVER'S CONTROL PANEL**

The driver's control panel will be made of aluminum and secured to the console with screws and shall contain a multiplex control head.

Above section proposed exactly as written: Yes ☒ No ☐

#### **RADIO CONDUIT**

A three-inch conduit will be supplied and run in a location to be determined at the pre-construction conference.

Above section proposed exactly as written: Yes ☒ No ☐

#### **RADIO PRE-WIRE**

There shall be three 12V circuits installed (1 circuit will be unswitched, and two will be switched). One switched circuit will be run from the electronics cabinet to the rear of the driver's seat in the cab of the truck. Additionally, one 12V ignition switched wire will be run in the same fashion. One switched circuit will be run from the electronics cabinet to the passenger side action area.

Wire specification: Switched 12V + circuits will be red #8 circuit protected by a 25 amp fuse or circuit breaker. Unswitched 12V + will be red #8 circuit protected by a 25 amp fuse or circuit breaker. The 12 – for all circuits will be a #8 black wire connected to the frame of the vehicle. The ignition 12V + circuit will be yellow #14 circuit protected by a 15 amp fuse or circuit breaker.

Exact layout and location of radio pre-wire shall be determined during pre-construction conference.

Above section proposed exactly as written: Yes ☒ No ☐

#### **SIERRA MG90 5G AIRLINK**

One (1) Sierra MG90 5G Airlink wireless gateway will be provided by the dealer or manufacturer. The MG90 5G shall be installed in the cabinet above the Captain's chair and powered by the unswitched 12v, +/- 15-amp circuit that is connected to the isolated third battery.

Above section proposed exactly as written: Yes ☒ No ☐

#### **ANTENNA COAX PRE-WIRE**

There shall be 2 double shielded RG-58 coax cables installed.

One double shielded RG-58 coax cable shall run from the front third of the module and terminate behind the driver's seat in the cab. The mount used on this antenna will be an NMO style and shall have a Motorola antenna, M/N HAF 4013 -A installed.

One double shielded RG-58 coax cable shall run from the rear third of the module and terminate at the passenger side action area. The mount used on this antenna will be an NMO style and shall have a Motorola antenna, M/N HAF 4013 -A installed

Additionally, a Sierra Wireless AirLink Antenna: 6-in-1 Dome antenna, shall be installed in the middle of the module and terminated in the in the cabinet above the captain's chair.

Exact layout and location of antennas shall be determined during pre-construction conference.

Above section proposed exactly as written: Yes ☒ No ☐

#### **BACK-UP CAMERA SYSTEM/CAMERAS**

A backup camera system shall be provided and installed to aid the driver in safely maneuvering and positioning. The system shall consist of two (2) high resolution color camera (capable of withstanding a 10G shock without affecting performance), and one (1) color display with the ability to add additional cameras.

**One (1) high resolution color camera shall be mounted on the rear of the ambulance. This camera will activate once the vehicle has been placed in reverse.**

**The color display will be a monitor that will replace the OEM rear view mirror (mirror not required).**

All wiring shall be concealed in the headliner.

**One (1) high resolution color camera shall be mounted inside the patient care compartment, at the top of the forward wall. This camera will be monitored by the systems multiplex control screen.**

**Turn signal cameras will be installed 1 on each side of the truck and will be monitored by the monitor display system wired with the backup camera. The turn signal cameras monitor will be activated when the turn signal is engaged.**

Above section proposed exactly as written: Yes ☒ No ☐

#### **HEATING / AIR CONDITIONING SYSTEM**

Heating and air conditioning for the patient compartment will be provided by a combination heat/ac unit. The unit shall be Hoseline®.

The heater portion will have a BTUH capacity of 35,000; the air conditioner will have a BTUH capacity of 32,000. A three-speed blower fan capable of 650 CFM on the highest setting will be included.

To reduce the potential for condensate leakage, dual 0.375" ID drain hoses shall be installed on the AC drain pan. The drain hoses shall terminate below and outside the ambulance body.

The combo system shall be provided with an electrically controlled water shutoff valve which shall close to stop the flow of hot water to the heater whenever the air conditioning is operating.

The system shall operate while the ambulance is in use as well as when it is attached to the shoreline.

**The AC condenser unit shall be mounted on the forward exterior wall of the ambulance module. It shall be housed in a manner that conceals the condenser and allows for the mounting emergency lighting in accordance with the current fleet.**

Above section proposed exactly as written: Yes ☒ No ☐



### **THERMOSTAT**

A Hose-Line® (or equivalent) digital low voltage heating and air conditioning thermostat shall be provided to control the specified environmental systems. The thermostat shall be installed at the curb side action area.

The AC/HEAT System shall be certified to meet current CAAS guidelines.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **EXHAUST FAN**

The patient compartment of this ambulance will be ventilated with fresh outside air via one (1) static intake vent and one (1) power exhaust vent. The system shall be capable of completely exchanging the entire air volume within the patient compartment every two (2) minutes. The location of the intake and exhaust vents shall conform to the current fleet.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **OXYGEN SYSTEM**

This ambulance shall incorporate an on-board piped medical oxygen system in accordance with the guidelines put forth in CAAS as currently amended.

The system shall consist of a supply cylinder (when indicated below), low pressure, electrically conductive (green) hose approved for medical oxygen, and self-sealing oxygen outlets as indicated below. Industrial or welding oxygen hose is not acceptable. Medical certified hose and components must be utilized throughout.

The oxygen system shall be piped to Ohio-type oxygen outlets located in the following areas:

There shall be three (3) "Ohio" style type wall outlets (oxygen) in the action area and one (1) "Ohio" style type wall outlet (oxygen) located at passenger side action area. There shall be (1) oxygen port above the stretcher. (Location to be determined at the pre-construction conference), and (1) "Ohio" style wall outlet (oxygen) located at the driver's side a

*Above section proposed exactly as written:* Yes ☒ No ☐

The entire system shall be tested after installation. Testing shall include a minimum four (4) hour nitrogen leak test.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **OXYGEN REGULATOR**

There shall be supplied one (1) main oxygen tank regulator for large "H" and "M" oxygen cylinders with outlet pressure of 40-60 psi.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **MAIN OXYGEN CYLINDER BRACKET**

There shall be a Zico® Power Lift (or equivalent) O2 bottle mount to allow the County to utilize "M" cylinder, "JUMBO M" and "H" Cylinder bottles. There shall be approved straps provided.



Above section proposed exactly as written: Yes ☒ No ☐

#### **PORTABLE OXYGEN CYLINDER BRACKET**

There shall be two (2) Zico® QR-D-2 O2 (or equivalent) bottle mount to allow safe storage of "D" cylinders in the patient compartment. Location to be determined at the pre-construction conference

Above section proposed exactly as written: Yes ☒ No ☐

#### **SUCTION SYSTEM ASPIRATOR**

A RICO® RS4X (or equivalent) disposable aspirator will be installed in the driver's side action area and connected to the vacuum inlet by a quick connect coupler.

The system shall be connected to the 12-volt electrical system and be controlled by a switch in the forward Action Area control panel.

Above section proposed exactly as written: Yes ☒ No ☐

#### **VACUUM PUMP**

A Gast® (or equivalent) electric vacuum pump shall be installed in the streetside #2 compartment. This pump will be activated by a switch in the driver's side action area control panel. It will be protected from damage by shifting equipment by means of a fabricated expanded aluminum mesh guard.

Above section proposed exactly as written: Yes ☒ No ☐

#### **VACUUM OUTLET**

One (1) Ohio style quick disconnect vacuum outlet shall be provided and installed in the Driver's side Action Area.

Above section proposed exactly as written: Yes ☒ No ☐

#### **110 VOLT AC WIRING AND COMPONENTS**

This vehicle shall be furnished with a two (2) wire plus ground 110-volt AC wiring system completely separate from its 12-volt DC system. It must comply with Article 551 of the National Electrical Code and is to be used for powering maintenance devices, battery chargers, etc. while on standby.

The 110-volt system must include two (2) 15-amp GFI circuit breakers mounted in a circuit breaker box located in the electrical cabinet. One breaker shall control and protect the 110-volt outlets located in the patient compartment, front console and external compartment. The second breaker will control the OEM engine block heater connection and can be used as a "summer switch" to turn off the engine block heater when operation is not desired. Systems that require unplugging the block heater are not acceptable. These circuits shall be powered from the shoreline inlet included in this specification.

110V AC duplex outlets will be located in the drivers Console, Compartment C and Compartment D

Above section proposed exactly as written: Yes ☒ No ☐

### **110 VOLT RECEPTACLES HOSPITAL GRADE**

Four (6) hospital grade 110-volt AC duplex receptacles with green internal pilot lights and stainless-steel face plates shall be installed in the patient compartment as follows: Two (2) in each action area; two (2) in the storage compartment behind the driver's side action area.

All 110V AC duplex wall outlets shall be GFI protected with energized indicator light and wired to shoreline and the inverter.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **SHORE POWER**

A Kussmaul®, or "shoreline inlet", shall be installed on the front of the module near compartment A. It must contain a male inlet connection rated and labeled for 30 amps, be suitable for wet conditions, and be protected by a weather tight metal cover. A properly sized female mating plug (three-pin design) shall also be provided for connection to this County's wiring. There shall be a polished metal plate that wraps around the module corner to protect it from the cords.

To protect this device from arcing during connection or disconnection, a time delay and interrupter device shall be installed.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **ADDITIONAL SHORELINE INLET**

A Kussmaul®, or "shoreline inlet", shall be installed as above to power AC/HEAT System. It must contain a male inlet connection rated and labeled for 30 amps, be suitable for wet conditions and be protected by a weather tight metal cover. A properly sized female mating plug (three-pin design) must also be provided for connection to this County's wiring.

To protect this device from arcing during connection or disconnection, a time delay and interrupter device shall be installed.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **INVERTER / BATTERY CHARGER**

A Vanner® brand (or equivalent) 1050-watt inverter with a 55-amp battery charger and internal transfer switch shall be provided and connected to wiring provided in the cabinet behind the attendant seat. It shall be UL listed, and wired to power the interior 110-volt receptacles.

*Above section proposed exactly as written:* Yes ☒ No ☐

### **POWER DOORS**

#### **POWER LOCKS - MODULE ENTRY DOORS**

Power locks shall be provided for the side and rear-curb side module entry doors. The system shall include the actuator, actuator connector, actuator pigtail, relay and relay connector.

All cab doors and compartment doors shall be operated by the same two (2) remote key fobs.

*Above section proposed exactly as written:* Yes ☒ No ☐



## **POWER LOCKS - EXTERIOR COMPARTMENT DOORS**

Power locks shall be provided for all exterior compartment door(s). The system shall include the actuator, actuator connector, actuator pigtail, relay, and relay connector.

All cab doors and compartment doors shall be operated by the same two (2) remote key fobs.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **REMOTE POWER DOOR LOCK CONTROL**

A remote momentary toggle switch with a rubber boot shall be provided to control all door locks. Its location shall be decided at the pre-construction conference.

*Above section proposed exactly as written: Yes ☒ No ☐*

## **PAINT, VEHICLE IDENTIFICATION**

### **AMBULANCE BODY AND CHASSIS PAINTING**

Prior to applying the first coat of primer, all removable hardware items such as doors, handles, hinges, grab rails, lights, etc. shall be removed. The doors and ambulance body shall be painted separately.

The entire body shall be fully ground smooth and sanded to eliminate any visible welded deflections.

The entire module shall be degreased. Degreaser shall be applied to manufacturer's recommendations. Body shall be inspected for flaws and imperfections and to assure that it is built to ordered specifications. All surfaces shall be sanded with 150 grit paper and all imperfections repaired. The priming and final coat of paint shall conform to the paint manufacturer's guidelines. Paint shall be PPG ® urethane or equivalent.

The main body color shall be white. The paint finish shall be laid onto the body in a flat, orange peel free, mirror like shine on all four sides.

The roof color shall match the main body paint. There will be no unpainted surfaces on the roof. **NO EXCEPTIONS**

*Above section proposed exactly as written: Yes ☒ No ☐*

### **PAINT SCHEME AND LETTERING**

#### **Striping:**

Shall be quoted based upon the photographs in Appendix A. Striping shall be constructed of 3M brand 680-14 or 680CR-14 Orange and 680-76 or 680CR-76 Light Blue reflective vinyl material and installed by the manufacturer or a qualified technician.

#### **Lettering:**

Shall be quoted based upon the photographs in Appendix A. Lettering shall be constructed of 3M brand 680-14 or 680CR-14 Orange and 680-76 or 680CR-76 Light Blue reflective vinyl material and installed by the manufacturer or a qualified technician.

#### **Decals:**

Shall be quoted based upon the photographs in Appendix A. Decals shall be constructed of the same materials used in lettering and striping. Decals may be printed on a background of 3M brand 680-10 White reflective vinyl material providing reflectivity / visibility is maintained and printed colors match the



standard reflective vinyl colors used in the overall graphic application. The County will provide image files for the vehicle door logo

Due to expected consistency in reflectivity, color and appearance, **NO EXCEPTIONS** are allowed with regard to the above manufacturer or respective part numbers with regard to striping and lettering material.

Bidders may contact the County regarding its current graphics provider for pricing on the graphics package. The successful bidder may contract with this provider and only this provider if they wish to deliver the vehicle to the dealer prior to graphics installation.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **AMBULANCE MARKING PACKAGE**

The vehicle shall be supplied with lettering and "Star of Life" symbol decal package with one exception. The staff and serpent within the star design shall be orange on all decals exclusive of the module roof decal. The "ambulance marking package" is to be installed per County required locations.

Decals: Install 32" Star of Life decal on Module Roof.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **REAR CHEVRON REFLECTIVE STRIPING**

The rear of the module shall have reflective chevron striping applied per County's requirements. The department is requiring Blue/Orange Reflective Stripe chevron matching the current fleet exactly. **The current design incorporates a "substrate" of 3M brand 680CR-14 Orange covering the entire rear surface of the module. The 680CR-76 Light Blue stripe is applied over the orange substrate to produce the chevron pattern.**

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **FIRE EXTINGUISHER**

There shall be two (2) Five-pound (5#) A-B-C type fire extinguisher provided and shipped loose with the vehicle on delivery.

*Above section proposed exactly as written:* Yes ☒ No ☐

#### **OTHER MISCELLANEOUS ITEMS TO BE INCLUDED IN THIS PROPOSAL**

**Motorola® APX6500 Remote Mount-Dual Control Head P25 7/800Mhz trunking land mobile radio equipped as specified:** Single Band 7/800 Radio, P25 FDMA/TDMA, Auxiliary Spkr 7.5 Watt and Microphone, APX E5 Control Head, 3y Essential Service, AES Encryption, Multi-key Encryption Operation, P25 Link Layer Authentication (radio authentication), Programming over Wi-Fi, Group Services and, Enhanced Data Services

**6252 STRYKER® Stair Pro/with foot rest (or newest version)**

**Additional Stryker® SMRT Power System Battery Kit Model #: 6500-101-010**

Aeroclave® decontamination system port for interior disinfecting exact installation location to be determined at pre construction conference.

**APPENDIX A**  
**ROWAN COUNTY EMERGENCY SERVICES – EMS DIVISION**  
**AMBULANCE RFP**

Appendix A is meant to provide potential bidders a snapshot of the layouts of our current fleet. We do acknowledge that this RFP has numerous differences from the current fleet. Several images of our current fleet are not included in Appendix A due to being different in the RFP. Also, the exterior design (decals) will be different from the current fleet but will not include specialized painting. This appendix is meant to be a guide but is not a firm description of these ambulances. Interior cabinetry should be similar to this, but it is understood that it will not be identical, and Rowan County Emergency Services is open to some variations of cabinetry.

Rowan County  
By: Jody Farrow-Bennett

A handwritten signature in blue ink, reading "J. M. Farrow-Bennett". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Director of Purchasing





17



**EMERGENCY SERVICES**  
**EMS DIVISION**

*Be an original.*





















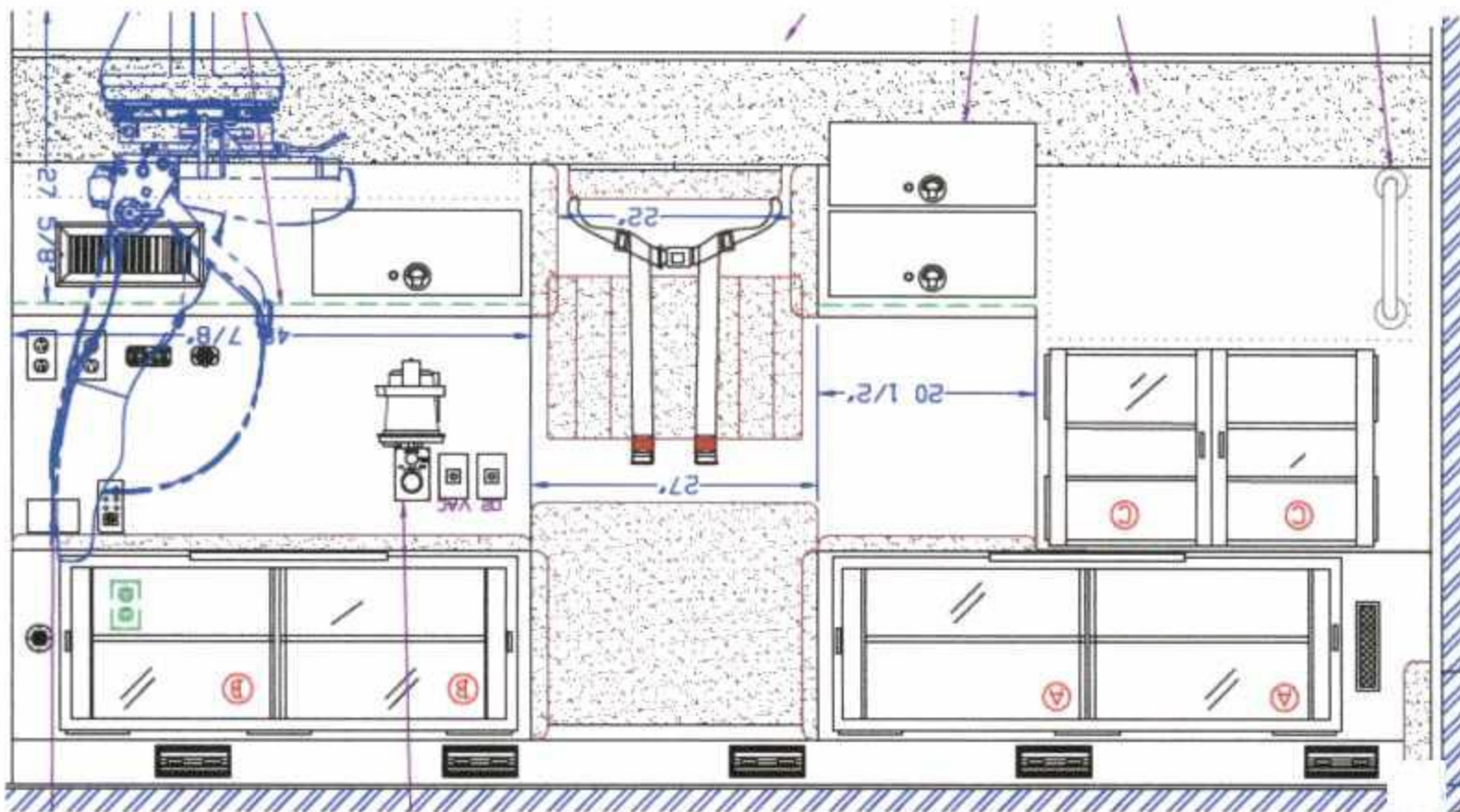
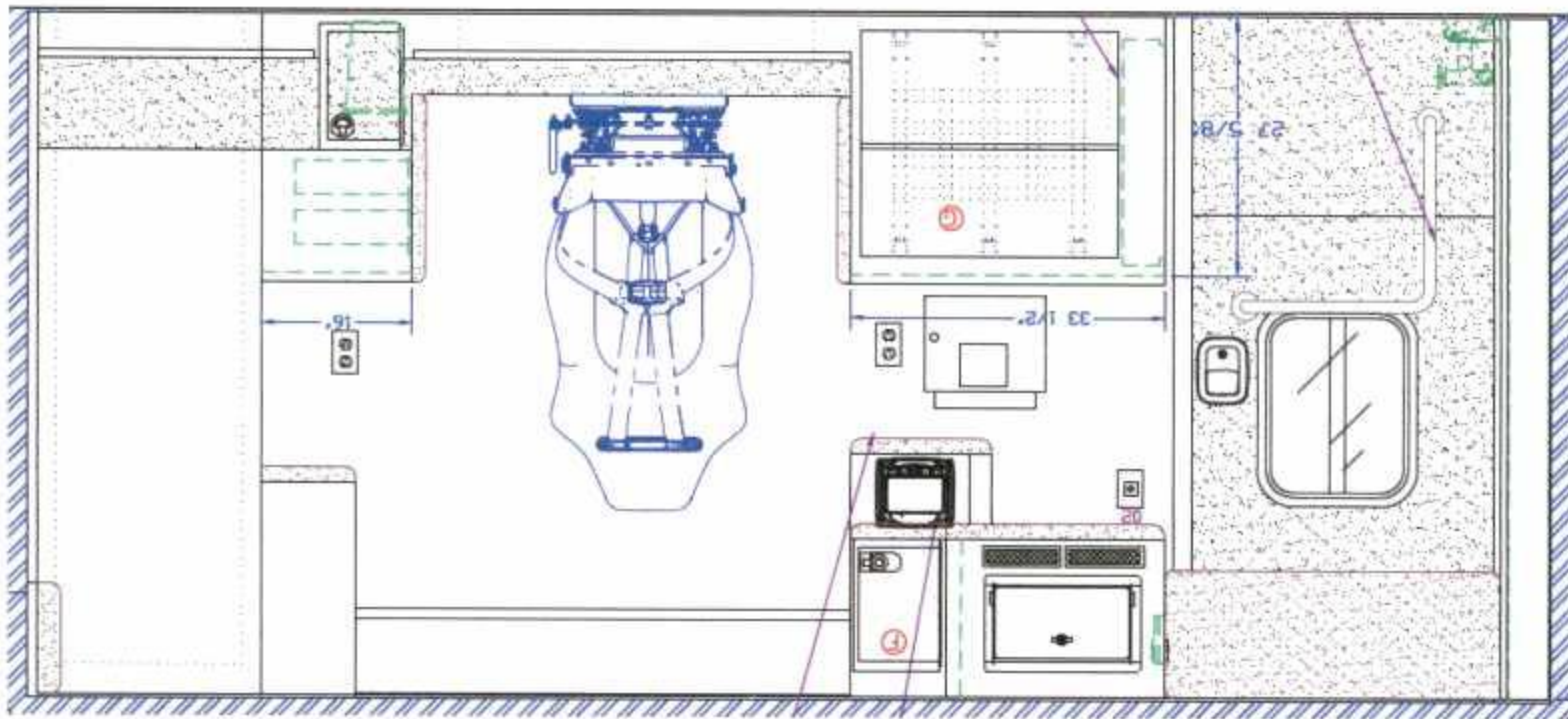


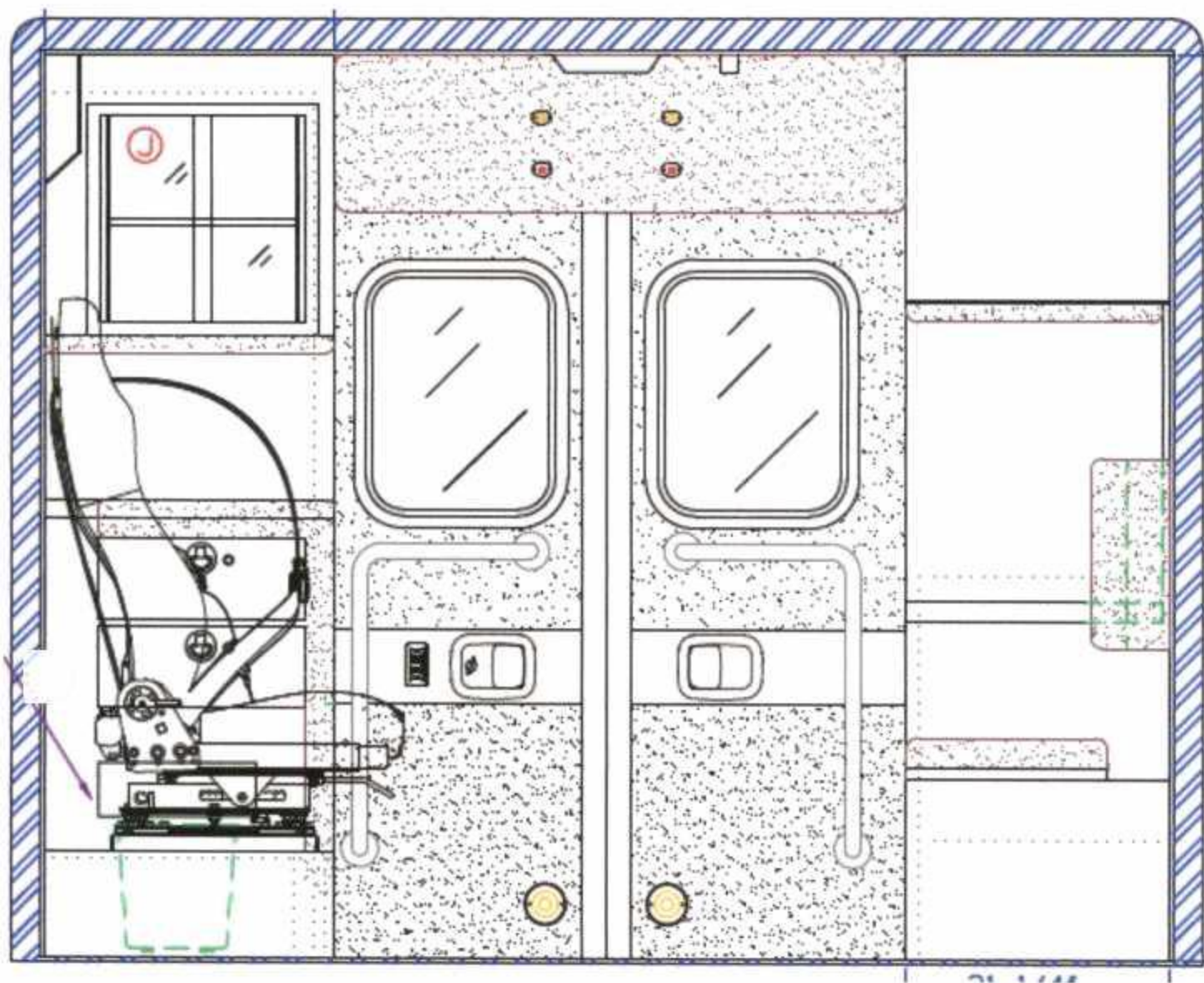
























## Rowan County Purchasing Department

130 West Innes Street Salisbury, NC 28144

Phone: 704-216-8178

Email: [jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

### Addendum I RFP #2023-014 Type I or Type III Ambulance

#### Remove statements within the bid documents:

- Page 22, "accessible from the sliding style seated area." Drawers are accessible on the side only.
- Page 30, "The to be determined defibrillator mount shall be properly affixed in this area located to match the current fleet. Exact placement shall be determined during pre-construction conference."

#### Question & answers:

1. **Is the Door Forward design a "no exception" item?**
  - Yes, no exceptions
2. **Page 14: Delivery will be made within 120 days of receipt of the purchase order by the Dealer and/or Manufacturer.** Given our current climate regarding supply chain issues, component parts, chassis, and other accessories may not be readily available to the Final Stage Ambulance Manufacturers. Would the County accept alternative delivery date proposals?
  - Yes, due to current supply chain issues an alternative delivery date is acceptable.
3. **Page 15: Bucket seats with arm rest that recline.** Inboard arm rests are not available on F-Series OEM cab seats from Ford Motor Company. Aftermarket arm rests are available from Havis. A fixed arm rest (Havis P/N C-ARM-102) could be attached to the side of the console. Another option would be to install a Top Mount Arm Rest (Havis P/N C-ARM-103). Would either of these options be acceptable? The Ford E-Series chassis does offer inboard OEM arm rests that recline with the seats.
  - Aftermarket arm rest are acceptable, this must be agreed upon during pre-build by County Officials.
4. **Page 15: Respondents must provide VIN number of the model chassis that they currently have in stock.** The Final Stage Ambulance Manufacturer can provide this information once an order is submitted and accepted by them. Is this acceptable?
  - Yes, if a chassis is not in stock this is acceptable.



5. **Page 16: OEM Mirrors shall be replaced with VELVAC 2020XG #716346 electric and heated mirrors.** The above part number is designed to replace a Ford E-450 OEM mirror. The OEM F-Series mirror comes with all the features listed in County's specifications – power heated glass and heated spotter mirror along with integrated clearance lamps/turn signals. Would OEM F-Series mirrors be acceptable?
  - Yes, OEM F-series mirrors are acceptable.
6. **Page 22: DRIVER'S SIDE COMPARTMENT C: This compartment shall be located aft of the rear wheel well of the apparatus and shall be a nominal size of 36"H x 28"W x 33"D.** The dimensions required for this compartment will not be tall enough to accommodate a Stryker 6252 Stair Pro. The height of the Stair Pro is 37.50". The requested depth of 33" will protrude into the interior aisle space approximately 10". We can offer a compartment with an approximate dimension of 42.0"H x 31.50"W x 21.0"D (pending final engineering). This should be tall enough for the Stair Pro and won't impede aisle space. Will this be acceptable?
  - Yes.
7. **Page 29 & 30: "PASSENGER'S SIDE Action Area" & "SECONDARY ACTION AREA AFT OF Attendant SEAT".** There are two places that reference the installation of the cardiac monitor mount. One is under "PASSENGER'S SIDE Action Area" starting on page 29 and the other is under "SECONDARY ACTION AREA AFT OF Attendant SEAT". We want to make sure the reinforcement plate is scheduled to be installed in the correct location. For the time being, we can schedule it in one or the other and the County can advise during pre-construction the specific location desired. Would this be acceptable?
  - We normally have it mounted on the passenger side secondary action area, we can designate at pre construction.
8. **Page 22 & 30: PASSENGERS SIDE COMPARTMENT D – "...drawers that are accessible on the side, accessible from the sliding style seated area." On page 30 under Fixed seating (in place of squad bench) – There shall be Valor Flip® seat in place of standard bench. The seat will be mounted on a standard swivel base.** Specifications on pages 22 and 30 are contradictory in reference to the seat base for the Valor side seat in place of a standard squad bench. The drawing shows a fixed seat base that has a short glide (fore/aft) and swivel. Please clarify your requested seat base.
  - The seat is non-moveable and mounted please disregard the swivel sliding statements.
9. **Page 33: EMERGENCY LIGHTING – Six (6) 900 (or equivalent) Series Red LED Lights across the rear of the module with chrome flanges. One (1) 900 (or equivalent) Series Amber LED Light with chrome flanges – Rear Mount.** Based on the overall width of the ambulance (96"), the maximum number of 900 series lights across the rear of the module is seven (7). The requested specifications for emergency lights across the rear will not allow enough room for rear 900 Series Scene (Load) lights specified on page 34. Can you please clarify your intent?
  - See Picture Below:



10. **Page 42: Bidders may contact the County regarding its current graphics provider for pricing on the graphics package. The successful bidder may contract with this provider and only this provider if they wish to deliver the vehicle to the dealer prior to graphics installation.** Please provide the name and contact information of the graphics provider the County uses for their ambulances.
- o The County would prefer that the manufacturer do all graphics and the units be delivered with the graphics already completed. Please see Graphics. The Chevron material shall consist of 3M Diamond Grade reflective.











## Rowan County Purchasing Department

130 West Innes Street Salisbury, NC 28144

Phone: 704-216-8178

Email: [jody.farrow-bennett@rowancountync.gov](mailto:jody.farrow-bennett@rowancountync.gov)

### Addendum 2 RFP #2023-014 Type I or Type III Ambulance

#### Question & answers:

1. **Page 11; Radius from Purchaser.**
  - The mileage will be negotiable.
2. **Page 16; Type I Chassis (if quoting)**
  - Type 1 chassis requires liquid springs rear suspension.
3. **Page 19; Cab to Patient Compartment**
  - Type I - An open pass through will be placed from the patient care compartment into the center of the front passenger area.
  - Type III - A Crawl though (Door) will be placed from the patient care compartment into the center of the front passenger area.
4. **Page 34; Rear Brake, back up and Turn Signal Lights**
  - There shall be provided a set of Whelen® 600 series LED (or equivalent) taillights above riser of the ambulance body.
5. **Page 39; Portable Oxygen Cylinder Bracket**
  - Bracket shall be able to accommodate "D" cylinders which ~~will~~ have a permanent attached regulator built into bottle.
6. **Page 42; Reflective striping**
  - Color to be determined. Must be 3M Diamond Grade
7. **Page 44; Picture of front of Ambulance**
  - Wording will NOT be in mirror image; it will be read from Left to Right.

**OWNER: ROWAN COUNTY**

1/18/2023 10:00AM

[illegible]





## 2023-014 AMBULANCE BID

### CLARIFICATIONS

- Page 14      Delivery Date: Delivery will be 120-180 days from receipt of chassis at manufacturer, signed work order, signed drawings, and purchase order.
- Page 30      Drug Storage: Mermaid Medi-Kool Units are no longer available. OTE brand temperature-controlled medication unit will be installed.
- Page 34      PATIENT COMPARTMENT LIGHTING/INTERIOR DOME LIGHTING: Per KKK-A-1822F 3.8.4.1 and CAAS C.9.4.1, "Blue light(s) or lenses shall not be used." LED strip lighting at floor level can be any color other than blue.

PHONE      866-640-2028

FAX      252-430-1503

911 Martin Creek  
Henderson, NC 27537  
[www.SSVsales.com](http://www.SSVsales.com)



# LIFE LINE

EMERGENCY VEHICLES

## Rowan County Bid Proposal

Rowan County Emergency Medical Services  
Anna Bumgarner  
130 West Innes Street  
Salisbury, NC 28144  
7042168174  
anna.bumgarner@rowancountync.gov

Southeastern Specialty Vehicles  
Darren Hadley  
911 Martin Creek Road  
Henderson, NC 27587  
8666402028 x 507  
2524301503  
darren.hadley@ssvsales.com

Exp. Date: 03/17/2022  
Quote No: 01459-0003  
Job/Order No: 538524SD  
BODY: SUPER B

167" SUPERLINER TYPE III




Page 1

PART NO	S	DESCRIPTION	QTY	ID
		< == 167" SUPERLINER TYPE III - 1.000 01/12/22 ==		LLE
		***THIS IS A THREE UNIT ORDER***		
		MASTER PARTS REVISION DATE (Start 02-01-23 to 04-10-23)		LLE
00-00-0500	<	LIFE LINE WARRANTY Warranties Include: Lifetime Modular Body Warranty Lifetime Electrical Harness Warranty Lifetime Limited Cabinet Warranty 5-Year/60,000 Mile Product Conversion Warranty 10-Year/100,000 Mile Electrical Warranty Elite System 6-Year Pro-Rated LL Paint Warranty Which is as follows: For 3 Years 100% 4th Year 50% 5th Year 25% 6th Year 10%	1	LLE
00-00-0700	<	>>>SHOP COPY DATE - FACTORY USE ONLY<<< Date Order Placed By Dealer: Draft Work Order Process Date: 1st Dealer Draft Date: Final Dealer Draft Date: Sign-Off Date: Parts/Drafting/Paint: Shop Release Date: SFD:	1	LLE
00-00-0800	<	Customer Contact Person (Required For Factory Use) Specify Name And Number: Chris Lambert	1	LLE




PART NO	S	DESCRIPTION	QTY	ID
00-00-0805	<	Customer End User Contact Person & E-mail (Required For Factory Use) Specify Name and E-mail: Rowan County Emergency Medical Services chris.lambert@rowancountync.gob	1	LLE
00-00-3120	<	Sales Rep: Darren Hadley 866-640-2028 Southeastern Specialty Vehicles	1	LLE
00-00-FL00		Fill Unit With Fuel For Delivery (Charge To Dealer Account)	1	LLE
00-00-FN00	< >	Specify FORD Fleet Number If Available (FORD Chassis Only) Specify FIN Number: QB241	1	LLE
		<b>ENG. NOTE:</b> FORD F.I.N. TOLL FREE APPLICATION NUMBER IS 1-800-343-5338.		
00-00-PU00	<	Specify Previous Unit Number: (FACTORY USE ONLY) 5385	1	LLE
00-00-W520		Life Line Work Order Contact Person - Lonny Moore ***BODY STYLE***	1	LLE LLE
00-01-3000	< >	167" x 96" SUPERLINER TYPE III BODY (WIDE AISLE) Includes wide aisle width.  <b>ENG. NOTE:</b> REQUIRES E-450 158" W.B. CHASSIS. REQUIRES G4500 159" W.B. CHASSIS. SEE OPTION #15-DL-9901 FOR LOWERED FRONT SKIRT OPTION.	1	LLE
		<b>***CHASSIS***</b>		LLE
10-00-0100		Chassis VIN Number: (FACTORY USE ONLY)	1	LLE
^ 10-00-1501	S <	2024 Ford E-450 SD Cutaway Van (Gas V8 Engine) Includes the standard Ford O.E.M. 3-Year/36,000 Mile warranty.  Includes rubber floor as standard.  FINAL PRICING TBD  <b>TYPE III CHASSIS</b>  The chassis shall be a Ford Model E-450 Cutaway Van, 2024 model year.  The engine shall be a 7.3 V8 Gasoline Engine 350 HP and 468 ft-lb Torque.  The transmission will be the Ford TorqShift 10 Speed Transmission.  The chassis shall include the Ford Ambulance Prep Package #47A and be modified to meet the Ford QVM standards.  Gross Vehicle Weight Rating: 14,500 LBS  Wheelbase: 158"	1 1	LLE LLE



	PART NO S	DESCRIPTION	QTY	ID
		<p>Cab to Axle Dimension: 100"</p> <p>Front axle will be: 5,000 LBS</p> <p>Rear axle will be: 9,600 LBS</p> <p>The fuel tank shall be 55 gallons.</p> <p>The cab interior shall have OEM heavy duty rubber flooring.</p>		
	10-01-3400	<p>&lt; **FACTORY USE ONLY**</p> <p>Spare key and owner's manual to be shipped loose with the completed vehicle.</p>	1	LLE
	10-01-5510	<p>&lt; &gt; IPD/Roadmaster Rear Sway Bar E-450</p> <p>#1139-197 Rear sway bar for E450</p> <p><b>ENG. NOTE:</b> STANDARD ONLY ON E450 ROADMASTER SWAY BAR IS 1.5" IN DIAMETER THIS SWAY BAR WILL NOT WORK WITH ON-SPOT TIRE CHAINS</p>	1	LLE
	10-01-8000	<p>&gt; Delete Standard Wheel Covers</p> <p><b>ENG. NOTE:</b> DOES NOT INCLUDE PAINTED WHEEL OPTION. (SEE PAINT SECTION)</p>	1	LLE
	10-01-9500	<p>&gt; Ship The Spare Tire Loose</p> <p><b>ENG. NOTE:</b> NO JACK INCLUDED WITH E-450/FREIGHTLINER/NAVISTAR/4500 CHASSIS.</p>	1	LLE
	10-02-1500	<p>&lt; &gt; Black Velvac Heated &amp; Motorized Mirrors Model #2020</p> <p>For 96" wide bodies. Includes black bus style mirror head.</p> <p><b>ENG. NOTE:</b> MIRRORS DO NOT MEET KKK REGULATIONS.</p>	1	LLE
	10-02-3500 10-02-5000 10-02-5700	<p>O.E.M. Radio W/Cab Speakers</p> <p>Low Voltage Throttle Manager</p> <p>&lt; Hand Held Cab Spot Light</p> <p>This option includes a 12v outlet for the light.</p> <p>Please specify location for the outlet: Driver side of the console at the rear. Spot light to ship loose unless otherwise specified. Ship loose.</p>	1 1 1	LLE LLE LLE
	10-02-6000	<p>&lt; &gt; E-Series Molded Switch Panel Console/Engine Cover</p> <p>Engine cover mounted formed console for the switch panel. This includes two cup holders in the base of the console.</p> <p>This is available only for the Ford "E" series chassis.</p> <p><b>ENG. NOTE:</b> AVAILABLE ON E-SERIES CHASSIS ONLY. NEED TO NOTIFY ENGINEERING IF CUSTOMER PLANS ON MOUNTING COMPUTER ON TOP OF CONSOLE</p>	1	LLE







	PART NO	S	DESCRIPTION	QTY	ID
	10-03-2010	<	Whelen 60CREGCS Red/Clear 6" Round LED Headliner Map Light LL#E22114	1	LLE
			Specify mounting location: Over passenger seat. (Move as far forward as possible)		
			This light has an integral switch to control white and red halves.		
	10-03-9000	< >	Add Third Battery-Matched CCA Of The Standard Batteries	1	LLE
			Specify the mounting location: P3 battery compartment		
			<b>ENG. NOTE:</b> NOT AVAILABLE UNDER THE HOOD ON E-SERIES CHASSIS UNITS.		
	10-04-3105	<	Ali Arc Front Bumper & Guard for E450 Series Chassis Part # FDA257H	1	LLE
			Includes the center heartbeat cutout and SOL speaker cutouts.		
			Does not include the rake option.		
			Ali Arc bumpers are provided on an "AS IS" and "AS AVAILABLE" basis, unless otherwise specified in writing. Life Line makes no representation or warranties of any kind, express or implied, as to the quality, finish or materials of Ali Arc Bumpers.		
			OEM bumper to ship loose with unit unless otherwise specified.		
	10-04-3500		Owner's Manual (1 Included With Unit)	1	LLE
	10-05-4020	<	Ignition Override Theft Protection Device By Kussmaul	1	LLE
			Specify the activation control location: Mount switch below the steering wheel.		
			Kussmaul 091-160. Works with the following chassis: E-Series		
	10-DL-0100	S <	(4) Aluminum Wheels	1	LLE
			Specify Custom Option: Life Line to order and install (4) aluminum wheels.		
			(2) Front		
			(2) Outside rear duals.		
			(4) Part number AFD16AL		
			AFD16AL FORD ALCOA ALUMINUM WHEEL		
			***MODULAR BODY TYPE III***		LLE
	15-01-1805	< >	Meet CAAS GVS	1	LLE
			Includes:		
			- Upgraded vinyl 40oz or better		
			- (2) 5# fire extinguishers, shipped loose.		
			- Oxygen wrench, shipped loose.		
			- Lock on cab-to-module door or window that is lockable from cab side.		
			- 3/4" white reflective striping around the entry door extrusions.		

PART NO	S	DESCRIPTION	QTY	ID
		- SSCOR suction canister clip #230-00003. - CAAS certification seal. -Austin Life Defender Cabinet Door  <b>ENG. NOTE:</b> MUST SPECIFY VAC-FORM TYPE ATTENDANT SEATING		
15-01-5000	>	Standard 72" Finished Headroom <b>ENG. NOTE:</b> NOT AVAILABLE ON TYPE I STREAMLINER/AEROLINER MODELS.	1	LLE
15-01-6500	< >	Bulkhead Wall Recessed Additional 3" Includes a total of 6" recess ILOS.  <b>ENG. NOTE:</b> ALLOWS FOR ADDITIONAL SEAT TILT. NOT AVAILABLE TYPE I UNITS.	1	LLE
15-01-8500		Cab To Module Sliding Door	1	LLE
15-02-0000		Standard Perko Body Intake And Exhaust Vents (3-STD)	1	LLE
15-02-2000		Rubber Rear Fender Rings	1	LLE
15-02-2500		Standard Cast Fuel Fill Housing	1	LLE
15-02-3220	< >	Shoreline Cover Plate Painted & Mounted to Module Body (Ea) #LL1602  <b>ENG. NOTE:</b> WILL BE PAINTED TO MATCH MODULE	2	LLE
		<b>***MODULE DOORS AND WINDOWS***</b>		LLE
20-00-0100	<	2 Red Reflectors On Each Module Entry Door One Mounted At The Top And One Mounted At The Bottom.	1	LLE
20-00-0500	<	Combination Extruded/Pan Formed Module Entry Doors With Clean Seal #50512 Door Gaskets. Includes Stainless Steel Sill Plates. Non-Slip Tape on Side Entry Sill Plate	1	LLE
20-01-0000	<	Full Height Side Entry Door With Gas Style Hold-Open Position The Hold-Open At 90 Degrees.	1	LLE
20-01-1000		Side & Rear Entry Door Thresholds With Black/Yellow Safety Anti Slip Tape	1	LLE
20-01-3000	< >	Sliding Side Entry Door Window (Dark Tint) Sliding Window With Screen And Dark Tint.  <b>ENG. NOTE:</b> 80% LIGHT FILTERING.	1	LLE
20-01-3500		Rear Doors With Grabber Style Hold-Opens	1	LLE
20-01-5500	< >	Fixed Rear Entry Door Windows (Dark Tint) With Dark Tint Option.  <b>ENG. NOTE:</b> 80% LIGHT FILTERING.	1	LLE
20-01-9000	<	Delete Exterior Assist Handle On Side Or Rear Entry Doors (Ea) Specify Deletion Location: All entry doors.	3	LLE





	PART NO	S	DESCRIPTION	QTY	ID
	20-02-0000		Tri-Mark 030-18 Free Float Handles with Chrome Exterior and Black Pocket	1	LLE
	20-02-1500		Primary & Secondary Exterior & Interior Rear Door Free Float Handles Standard	1	LLE
	20-02-1600	<	Secondary Door Release Latches On All Entry Doors (3) L04025 Label LH Arrow (3) L04026 Label RH Arrow	1	LLE
	20-02-2500		Shielded Cable Activated Module/Compartment Door Latches	1	LLE
	20-02-3500		Cage Nuts On All Door Panels	1	LLE
	20-02-4500	< >	Brushed Stainless Steel Lower Module Entry Door Trim Panels Side And Rear Entry doors.  <b>ENG. NOTE:</b> AVAILABLE MODULE ENTRY DOORS ONLY.	1	LLE
	20-02-6100	< >	Side Entry Stepwell Notched for Portable Oxygen Storage ILOS Polished Diamond Plate in stepwell Right Side Notched For Portable Oxygen Tank Storage.  <b>ENG. NOTE:</b> THIS OPTIONS DOES NOT MEET K SPEC. PRICE DOES NOT INCLUDE PORTABLE OXYGEN TANK BRACKETS. WHEN LOWER DROPPED SKIRT OPTION IS SELECTED THIS AREA WILL BE NOTCHED BUT WILL BE SAME LEVEL AS LOWER STEP	1	LLE
	20-DL-0100	S <	Custom Upper Interior Entry Door Panels ILOS Brushed Stainless Steel upper interior door panels for all three (3) module entry doors. There will be brushed stainless steel panels ILOS formula panels.  NOTE TO ENGINEERING: Can we use stainless for the upper panels? I am guessing he will want stainless on the middle panels on the rear doors also. Need to know if the windows will still fit and will we use our trim on the panels?  <b>CUSTOM OPTION</b>	1	LLE
			<b>***EXTERIOR COMPARTMENTS***</b>		LLE
	25-00-0100	<	SPECIAL NOTE TO DEALER Custom Compartment Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE
	25-00-0200	<	2 Red Reflectors On Each Full Height Compartment Door One Mounted At The Top And One Mounted At The Bottom.  One Reflector Mounted On Each Standard Height Compartment Door.	1	LLE


	PART NO	S	DESCRIPTION	QTY	ID
	25-00-0500	<	Combination Extruded/Pan Formed Compartment Doors With Clean Seal #50512 Door Gaskets And Stainless Steel Sill Plates. Includes Gas Style Hold-Opens Unless Otherwise Noted.  Special Note To Production: Position All Gas Hold-Opens For Maximum Allowable Door Opening. Does Not Include Doors That May Hit Other Compartment Doors.	1	LLE
	25-00-0600		Polished Diamond Plate Exterior Compartment Door Panels	1	LLE
	25-01-0000		Magnetic Compartment Door Switches	1	LLE
	25-01-1000		Polyurethane Compartment Lining-Standard Gray	1	LLE
	25-01-2500	< >	Standard TecNiq Model E41 LED Strip Lighting Surface Mounted Compartment Lights One Strip To Be Installed Vertically Inside Door Frame Against Wall #1 Or #3 As The Standard.  RED LED STRIP LIGHTS, NOT WHITE  The Standard Light Lengths Used Are: 18" E22140 31.5" E22141 54" E22145 72" E22149  ENG. NOTE: LENGTH PER COMPARTMENT WILL BE DETERMINED BY ENGINEERING 18" E22140                      31.5" E22141 54" E22145                      72" E22149	1	LLE
	25-01-3300		Black Texture Coated Aluminum Exterior Compartment Vents	1	LLE
	25-04-3000	< >	Delete Superliner Curbside Front Backboard Compartment Specify Alternate Backboard Compartment: P4  Curbside Entry Door Forward Design  ENG. NOTE: ALLOWS IS/OS COMPARTMENT TO BE MOVED FORWARD. ALLOWS SIDE ENTRY DOOR TO BE MOVED FORWARD.	1	LLE
	25-04-5110	< >	Move Superliner Side Entry Door Forward With IS/OS Rearward Of Entry P2, aft of curbside entry door approximate dimensions of ALS IS/OS cabinet This compartment will have one (1) adjustable shelf.  This compartment shall be located on the passenger side of the vehicle, behind the door forward entry. The area above the module floor level will have inside/outside access. The inside access will be covered with a net. The compartment shall have a RED colored LED strip	1	LLE


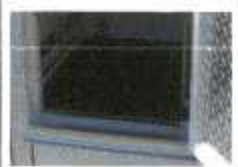

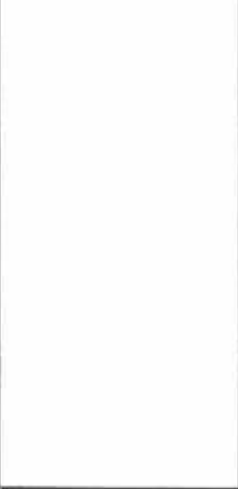


PART NO	S	DESCRIPTION	QTY	ID
		<p>compartment light that activates upon opening the external compartment door.</p> <p><b>ENG. NOTE:</b> REQUIRES: DELETION OF CURBSIDE FRONT BACKBOARD COMPARTMENT.</p> <p>SELECTION OF 65-08-3600 FOR INTERIOR CABINET DESIGN &amp; COUNTERTOPS.</p>		
25-04-5500	S <	<p>1 Adjustable IS/OS Compartment PVC Shelves (1) Adjustable PVC Shelf</p> <p>NO FIXED SHELF ADJUSTABLE SHELF ONLY</p> <p><b>CURBSIDE COMPARTMENTS</b></p> <p>The inside/outside right front compartment shall have one fixed and two adjustable PVC shelves.</p>	1	LLE
25-04-7000		Cabinet Liner Lined Walls In The IS/OS Compartment	1	LLE
25-04-8000	S <	<p>Superliner Curbside Aft of Entry Door Battery Compartment</p> <p>Move to aft of side entry door, below floor.</p> <p>Door Forward Design</p> <p>P3</p> <p><b>CURBSIDE COMPARTMENTS</b></p> <p>There shall be a curbside front exterior battery compartment located below the curbside front inside/outside access compartment. The compartment shall have a slide out tray capable of holding two batteries. The heavy duty slides shall lock in the extended and retracted positions. The vertical hinge side of the door shall have a stainless guard attached. The actual size shall be determined at the pre-build conference.</p>	1	LLE
25-05-3000	< >	<p>Superliner Curbside Rear Backboard Compartment</p> <p>P4</p> <p>Door Is held short warning will be mounted on the module above the door.</p> <p>Compartment will be full height on the inside.</p> <p>The standard vertical divider mounted in the center. The horizontal shelf gets mounted in the center of the door opening on the right side.</p> <p>RED led compartment strip lighting ILOS.</p> <p>125 Volt outlet installed on wall #3 upper section for Zoll Autopulse</p> <p><b>ENG. NOTE:</b> REQUIRES DELETETION OF THE CURBSIDE FRONT BACKBOARD COMPARTMENT.</p>	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
25-05-3500	<	Superliner Full Height Streetside Front Compartment D2 Zico O2 Lift  Below HVAC compartment (D-1)	1	LLE
25-05-5000	< >	Superliner Streetside Double Door Intermediate Compartment D3 There shall be two (2) vertical dividers with one (1) adjustable shelf mounted on uni-strut tracks provided on the outermost side of each divider leaving an open vertical storage space between said dividers. All shelves and dividers shall be Vortexed lined.  <b>ENG. NOTE:</b> THIS OPTION WILL DELETE THE STANDARD LOWER ACTION AREA CABINET AND TRASH AREA. SEE OPTIONS #65-05-15 & #65-05-30 FOR REPLACEMENT.	1	LLE
25-05-9000	<	3/4 Height Single Door Streetside Rear Compartment D4 Stair Chair Mounted on door Two (2) shallow Adjustable Shelves vortex sprayed with dri deck.	1	LLE
25-11-8015	S < >	Smooth Aluminum Vortexed Adjustable Shelf W/ Dri-Dek Matting (Ea) Smooth Aluminum With Standard 2" Lips Vortex Sprayed Specify Compartment:  D-3 There shall be two (2) vertical dividers with one (1) adjustable shelf mounted on uni-strut tracks provided on the outermost side of each divider leaving an open vertical storage space between said dividers. All shelves and dividers shall be Vortexed lined.  <b>ENG. NOTE:</b> ADD \$50.00 PER SHELF IF NEED VORTEXED  <b>COMPARTMENT SHELVING</b>  There shall be a smooth aluminum plate, adjustable shelf installed in a compartment. Each shelf shall have two inch lips and Dri Dek matting. The location and quantity of the shelving shall be determined at the pre-construction conference.	2	LLE
25-12-1000	<	Fixed .125" Vortex Covered Aluminum Vertical Divider (Ea) Specify Compartment: D2 There shall be two (2) vertical dividers with one (1) adjustable shelf mounted on uni-strut tracks provided on the outermost side of each divider leaving an open vertical storage space between said dividers. All shelves and dividers shall be Vortexed lined.	2	LLE
25-12-9000	<	Black Dri-Dek On Compartment Floor (Each) Specify Compartment: D2, D3, D4, P2, P4	5	LLE




	PART NO	S	DESCRIPTION	QTY	ID
	25-13-5600	<	2" Seat Belt Style Compartment Equipment Strap (Ea) Specify Compartment Location: P4  In addition, there shall be two (2) seat belt restraint straps.	2	LLE
	25-CS-0100	< >	"ROM" Exterior Auto-Latch Door (Ea) Specify Compartment: P-2 IS/OS access for ALS compartment, aft of side access door, above P-3 (battery compartment)  <b>ENG. NOTE:</b> NOT AVAILABLE ON ALL MODELS/CALL FACTORY BEFORE ORDERING.	1	LLE
	25-CS-0900	<	Inner Door Panel Stair Chair Storage Bracket Includes Center Section 2" Wide Seat Belt Style Strap. Install The Short Strap In The Outer Most Position. Trim The Upper Edge With "Q" Trim. Box Is With (2) Wheel Holes. Part #LL0900 Specify Compartment: D4	1	LLE
	25-DL-0100	S <	Additional compartment over Oxygen Compartment Specify Custom Option: D-1 compartment above D-2 Oxygen compartment for access to left corner HVAC system.	1	LLE
	25-DL-0200	S <	D-1 HVAC compartment Panel Specify Custom Option: Access panel in D-1 H VAC compartment.	1	LLE
	<b>***REAR STEP AND BUMPER ASSEMBLY***</b>				LLE
	30-01-0500	<	STD Rear Bumper With Rubber Dock Option Standard Rear Bumper With Rubber Dock Bumper Option. Includes Standard Reinforced Corner Angle Supports & Aluminum Sub-Frame Bumper. Center Section And End Caps To Be At The Same Height.  Truss Head Style Phillips Screws Are To Be Used To Secure The Diamond Plate Bumper Pod To The Sub-frame	1	LLE
	30-01-3500	>	Full Width Diamond Plate Rear Kick Plate <b>ENG. NOTE:</b> FULL WIDTH NOT AVAILABLE ON STREAMLINER/AEROLINER MODELS	1	LLE
	30-01-5000	< >	Recessed Texture Black Tow Eyes In Rear Kick Plate Black Only  <b>ENG. NOTE:</b> NOT AVAILABLE WITH REAR KICK PLATE COMPARTMENT. NOT AVAILABLE ON HIGHLINER BODIES.	1	LLE
	<b>***IMPACT RAILS, STONE SHIELDS AND RUNNING BOARD***</b>				LLE
	35-01-0000	<	One Piece Body Side Panels With Aluminum Lower Impact Rails Includes Lower Impact Rails Only.	1	LLE

	PART NO	S	DESCRIPTION	QTY	ID
	35-01-3000	< >	Diamond Plate Running Boards With Grip Strut Grip strut welded into running board.  <b>ENG. NOTE:</b> RUNNING BOARDS WILL BE HEAVY DUTY (STRUCTUALLY REINFORCED) FOR TYPE I F-SERIES & DODGE.	1	LLE
	35-01-7000	<	Whelen T0CACCCR Surface Mounted Running Board Lights (Pr) 2" Lights Are Mounted With TFLANGEC Chrome Flanges. Includes Deutsche Connectors	1	LLE
	35-01-7500	>	Rear Mud Flaps With Metal Stabilizers <b>ENG. NOTE:</b> STABILIZER BARS ARE BLACK POWDER COATED	1	LLE
	35-01-9000		Stainless Steel Compartment And Entry Door Sill Plates	1	LLE
	35-02-1000	<	24" High Front Stone Guards With Sealed Top Edge.	1	LLE
	35-02-4500	<	Rear Corner Stone Guards (Kick Plate Height) With Sealed Top Edge.	1	LLE
	35-02-5500		Polished Stainless Steel Plate Under Fuel Fill Area <b>***ELECTRICAL SYSTEM***</b>	1	LLE LLE
	40-00-0550	< >	Elite G3 Touch Screen Electrical System Includes: (1) Front Switch Panel, (1) Rear Switch Panel Curbside wall action area.  (2) Carling Switches with Stainless Steel Guard (1)Curb Side Dome Lights (1) Momentary Disable Switch For Curb Side Scene Lights. Located head of squad bench cabinet, facing step well.  (1) Electric Oxygen with Regulator And Oxygen Display. Regulator Mounted On A Bracket Remote From The Oxygen Tank. Includes High Pressure Hose From The Tank To The Regulator.  (3) Power Point Studs - They Will Include A Full-time Hot, Battery On (Ignition Hot), & Ground. These Are Rated 20 AMPS Or Less. Dealer To Specify Location: Auxiliary Electrical Cabinet.  (1) Front Wall Mounted Patient Compartment Camera White (ASA VCMS20) (This Camera Will Always Be Displayed Thru The Elite Front Touch Screen And The Camera Head Will Be White  Dome Lights On Low With Entry Door. (On High Is Not An Option)  The R.F.S. Switch May Turn On the Dome Lights On High or the Center Strip Lights.	1	LLE








PART NO	S	DESCRIPTION	QTY	ID
		Specify: curbside Dome lights  Inverter Will Come On With Ignition Along With Button Provided On Switch Panel.  <b>ENG. NOTE:</b> OEM HORN WILL SOUND WHEN SIREN IS ACTIVATED THRU STEERING WHEEL UNLESS OTHERWISE SPECIFIED  IF AIR HORN OPTION IS ORDERED THEY WILL BE ACTIVE WHEN EMERGENCY MASTER IS ACTIVATED UNLESS OTHERWISE SPECIFIED		
40-00-6120	<	Brigade Backeye 360 Degree Camera Monitor System With 7" Brigade Screen Install 7" monitor in place of rear view mirror in cab.  Install a Brigade Backeye 360 Select System, including (4) cameras (1 per side and front and back on roof radius).  On With Ignition.	1	LLE
40-01-0100	< >	Move Rear Switch Panel To The Curbside Wall Specify Mounting Location: Angled cabinet on curbside wall.  <b>ENG. NOTE:</b> PRICE DOES NOT INCLUDE ANY CUSTOM/ANGLED CABINET OPTIONS.	1	LLE
40-01-0410	< >	Additional Carling Switch (ea) Install an on/off switch in electrical cabinet for power to OTE unit.  Same as #5114.  <b>ENG. NOTE:</b> YOU MUST CONTACT THE FACTORY FOR AVAILABLE FUNCTIONS OF THESE SWITCHES.	1	LLE
40-01-2000	S <	Reverse Activated Alarm without cancel switch ECCO #575 Alarm. PER CAAS Regulations, no interruption is allowed. Remove disable function  <b>BACKUP ALARM</b>  A backup alarm shall installed and shall activate when the vehicle is placed in reverse gear. It shall automatically reset when the vehicle is taken out of the reverse gear. This switch controlling the alarm shall be capable of being set prior to going in reverse, allowing the backup alarm to not activate. The model shall be an ECCO 575 back up alarm.	1	LLE
40-01-5500	S < >	30 Amp Twist Lock Shoreline Specify Location: Streetside above D-3 Compartment. (1) wired to inverter/charger (1) 110 volt HVAC  SPECIAL NOTE ABOUT 125 VOLT CURRENT DRAW (AMPS).	2	LLE



PART NO	S	DESCRIPTION	QTY	ID
		<p>This Unit Has A 30 Amp Shoreline Inlet That At A Capacity Rating Of 125% Has A Maximum Amperage Load Of 24 Amps. This Unit As Ordered Has A Total 125 Volt Amp Draw Of ** Amps. This Leaves A Reserve Of ** Amps For Interior Outlets. This DOES NOT Include Any Customer/Dealer Installed Equipment.</p> <p><b>ENG. NOTE:</b> DO NOT ADVISE BULKHEAD WALL MOUNTING LOCATION. SHORELINE INLET WILL CAUSE DOOR PAINT DAMAGE.</p> <p><b>SHORELINE INLET</b></p> <p>A 30 amp twist lock style shoreline inlet shall be provided. The ambulance shall be equipped with a 2-wire plus ground 110 VAC wiring system that is separate and distinct from the vehicle's 12 VDC system. The 110V system shall incorporate a ground fault interrupter (GFI) device and shall have a 30 amp circuit breaker that can be used as a master disconnect switch. The exterior inlet shall have a hinged, heavy duty spring loaded inlet cover to shield the inlet from moisture. The inlet shall be located on the streetside of the ambulance body above the streetside exterior intermediate compartment unless otherwise specified. The inlet shall be properly marked "110-125 volt AC, 60 HZ, 30 Amps". A separate mating plug shall be shipped loose with the delivered vehicle.</p>		
40-01-6900	<	<p><b>**FACTORY USE ONLY**</b> Shoreline Inlet Adapter Plug Present.</p>	1	LLE
40-01-7500	<	<p>Shoreline On Indicator Light (Exterior) Mounted Above The Shoreline Inlet. (Red LED). (1) Above each shoreline Whelen "OS" Series Non-Flashing Is The Std. Light</p>	2	LLE
	40-02-3500	<p>&lt; &gt; Vanner LSC12-1100 1100W Inverter With Display Includes 55 Amp Battery Charger Specify Remote Charger Display Location: Action Area Specify Remote Inverter Display Location: Action Area</p> <p>Installing Displays on any part of the exterior of the unit, Voids all Warranty issues from Vanner &amp; Life Line.</p> <p><b>ENG. NOTE:</b> INCLUDES 55 AMP BATTERY CHARGER. DISPLAYS ARE NOT WEATHER PROOF, NOT MEANT FOR EXTERIOR APPLICATIONS AN INVERTER DRAWS 10AMPS PER 100 WATTS OF OUTPUT THIS ONE WILL DRAW 100AMPS AT MAX OUTPUT</p>	1	LLE



	PART NO	S	DESCRIPTION	QTY	ID
 	40-03-0000	<	Action Area Dual 2.4 amp USB Charger And 20 amp 12v Outlet Full Time Hot Circuit.	1	LLE
	40-03-2000	<	R.F.S. Cabinet Dual 2.4 amp USB Charger And 20 amp 12v Outlet Mounted In The Lower Section On Wall #1. Full Time Hot Circuit.	1	LLE
	40-03-6000		Action Area 125 Volt Standard Style Hospital Grade Outlet	1	LLE
	40-03-7000	<	R.F.S. Cabinet 125 Volt Standard Style Hospital Grade Outlet Mounted In The Lower Section On Wall #1	1	LLE
	40-03-8500	<	Add 125 Volt Standard Style Hospital Grade Outlet (Ea) Specify Location: (1) Action Area next to standard outlet. (1) Curbside wall over head of squad bench cabinet. (1) Curbside wall over the foot end squad bench work cabinet. (1) LFO Cabinet forward section. (1) RFS Cabinet upper section wall #1.  All Cab Floor Requested Installs will Include Weatherproof Cover, Unless Otherwise Specified.	5	LLE
	40-04-0500	<	Add 125 Volt Exterior Outlet (Ea) Specify Location: P4 installed high on wall #3 upper section for Zoll Autopulse. This will need to be a surfaced mounted outlet	1	LLE
	40-04-4000	>	Power Door Locks For Side Entry & Rear Entry Doors <b>ENG. NOTE:</b> CARLING SWITCH ORDER SEPARATELY	1	LLE
	40-04-4500	< >	Additional Power Door Lock (Ea) Door Locks Are Wired Thru The O.E.M. Door Lock Switches. Door Locks Are Thermally Protected With Pulsed Signals. Specify Compartment Location: D-1, D-2, D-3, D-4, P-2, P-4  <b>ENG. NOTE:</b> NOT AVAILABLE ON BATTERY/REAR OXYGEN COMPARTMENT.	6	LLE
	40-04-5500	< >	Hidden Switch In Grille For Power Door Locks (Unlock Only) Unlocks Modules Only For E Series  <b>ENG. NOTE:</b> DUE TO NEW CHASSIS WIRING HIDDEN SWITCHES ONLY WORK ON MODULE LOCKS ON SOME MODELS SEE SHOP NOTE FOR MODEL LIST	1	LLE
	40-04-7000	<	Interior Body Switch For Power Door Locks (Ea) Specify Location: (1) Right rear entry door, (1) Head of	2	LLE

	PART NO	S	DESCRIPTION	QTY	ID
 			<p>squad bench cabinet facing step well next to side scene and check out light switches.</p> <p>Unlocks Modules Only For E Series</p>		
			<p align="center"><b>***INTERIOR LIGHTING***</b></p>		LLE
	45-01-0000		Oxygen Compartment Light	1	LLE
	45-01-0500	<	<p>Side Entry Door Stepwell 3" Round LED Light</p> <p>Whelen 3" Round Super-LED Surface Mounted</p>	1	LLE
	45-01-1500	<	<p>8 Ceiling Lights Tecniq 8" LED Neutral White Frosted Dome With White Trim</p> <p>4-Streetside</p> <p>4-Curbside</p> <p>TecNiq# E08-LW00-1</p>	1	LLE
	45-01-3000	<	<p>TecNiq LED Action Area Light</p> <p>E32-L00S-1</p> <p>14" Light</p>	1	LLE
	45-01-4600	S <	<p>TecNiq LED Light over head of squad bench cabinet countertop</p> <p>E32-L00S-1</p> <p>14" Light</p> <p>Include switch on switch panel for this light.</p> <p align="center"><b>INTERIOR LIGHTING</b></p> <p>The telemetry area shall be illuminated by a TecNiq 12" LED strip light.</p>	1	LLE
	45-02-3000	<	<p>Brake Light Mounted On The Rear Head Cushion (Ea)</p> <p>Mounted On The Rear Head Cushion Below The Turn Signals.</p> <p>("OS" Series Red LED).</p>	2	LLE
	45-02-4000	<	<p>Rear Turn Lights Mounted On The Rear Head Cushion (Pr)</p> <p>Mounted On Each Side Of The Rear Head Cushion.</p> <p>("OS" Series Amber LED).</p>	1	LLE
	45-02-4515	<	<p>White LED Strip Lighting By Lighting Ever at Floor Base On Both Walls</p> <p>(2) SMD2835 (4) SA-PROF-FLEX-AL-78 (2) SA-PROF-FLEX-AL-ENDCAP</p> <p>This is a white light option only</p> <p>Install Strip Lighting On Both Base Walls Just Above The Floor Roll Up.</p> <p>This Will Require 3/4" Face Base Boards ILOS 1/2"</p> <p>(1) E99-D002-1 Install Slide Dimmer Switch</p> <p>Action Area Wall Under Switch Panel Unless Otherwise Specified</p> <p>This Will Be The Only Switch That Controls These Lights.</p>	1	LLE
			<p align="center"><b>***EXTERIOR LIGHTING***</b></p>		LLE
	50-01-0000	<	<p>Whelen 600 Series "LED" Stop/Tail Lights (Pr)</p> <p>Use Whelen #60BTT Lights (Meets SAE Requirements).</p> <p>Mounted Above The Rear Kick Plate.</p>	1	LLE



PART NO	S	DESCRIPTION	QTY	ID
50-01-6000	< >	Whelen 600 Series "LED" Populated Amber Turn Lights (Pr) Mounted Above The Rear 600 Series LED Stop/Tail Lights To Flash Sequentially In The Direction Of The Arrow.  <b>ENG. NOTE:</b> MEETS S.A.E. REQUIREMENTS.	1	LLE
50-02-9000	>	C.P.I. License Plate Housing <b>ENG. NOTE:</b> The Lights Are From Innovative Lighting Model # 011-5530-1.	1	LLE
50-02-9520	< >	Whelen 600 Series "LED" Back-Up Lights (Pr) Mounted Above The Rear Turn Lights Unless Otherwise Specified. Model # 60C00VCR  <b>ENG. NOTE:</b> Model # 60C00VCR	1	LLE
50-03-2100	<	Two Reverse Activated Whelen 900 "LED" Rear Load Lights 24 Diode #9SC0ENZR Lights.	1	LLE
50-03-5600	<	Whelen 900 "LED" Side Scene Lights (Two Each Side) 24 Diode #9SC0ENZR Lights.	1	LLE
50-03-9000		Right Side Scene Lights On With Open Side Entry Door	1	LLE
50-04-2000		Rear Side Scene Lights On In Reverse IATS	1	LLE
50-04-5510	<	3" Round Super-LED Surface Mounted Compartment Door Flashing Light (Ea) Specify Location(s): side entry door: lower outside corner rear entry door: Lower outside corner Part # 3SA00FCR Specify LED & Lens Color: Amber w/clear lens.	3	LLE
50-04-7000	<	Under Body Lights (2 Each Side) Switched On By Open Compartment Door Circuit. (9" LED Tube Lights). Two each side right side of module left side of module rear of module One each side of cab under running board, wired to running board light	2	LLE
50-04-7500	< >	Federal Commander COM1 "LED" ICC Marker Lights COM1MC-A=Amber COM1MC-R=Red  <b>ENG. NOTE:</b> MEETS SAEJ592 & J2042	1	LLE
50-04-8000	<	Innovative Lighting Slimline Rear DOT/Brake Light Mounted Above The Rear Doors. Mounted Above The Drip Rail Unless Otherwise Specified. Mid Sections To Be Wired Thru The Brake Light Circuit.	1	LLE
50-04-8100	<	Innovative Lighting Slimline Front DOT Light Mounted Above The Drip Rail Unless Otherwise Specified.	1	LLE



PART NO	S	DESCRIPTION	QTY	ID
50-04-8410	<	FIRETECH Minibrow Single Stack Trunnion Mount Scene Light Install A FIRETECH Minibrow Single Stack Trunnion Mounting Kit Scene Light On The Front Of The AC Condenser On The Front Wall. Part #FT-MB-18-TR-FT-W Specify Switch Location: Console Touchscreen	1	LLE
	<	<b>***RADIO PROVISIONS AND AIR HORNS***</b> Pricing does not include installation of customer supplied radio equipment unless otherwise stated. All customer supplied radio equipment must be received at Life Line prior to construction start date.		LLE
55-01-8500	<	KE-794 Antenna Base With Coax Specify Termination Location: console in cab (1) Front Module Roof To Auxiliary Electrical Cabinet Coil, Zip Tie & Tag Include rain caps on all module roof antenna bases	1	LLE
55-02-1100	<	Install Customer Supplied Module Roof Antenna(Ea) Specify Termination Location: Mid-module roof to the Auxiliary Electrical Cabinet - Sierra Wireless Antenna APX6500 Antenna - front module to auxiliary electrical cabinet Coil, Zip Tie & Tag	2	LLE
55-02-6500	< >	Install Customer Supplied Radio Cables (Ea) Specify Routing And Termination Location: (1) Motorola APX6500: Auxiliary Electrical Cabinet to Console (1) Motorola APX6500: Auxiliary Electrical Cabinet to Curbside Action Area, recessed into angled cabinet with touchscreen. (1) Sierra Wireless: auxiliary electrical cabinet to antenna  CABLES MUST BE AT LIFE LINE PRIOR TO CONSTRUCTION START. Ship to: Life Line Emergency Vehicles 1021 West 1st Street Sumner, IA 50674 <b>**NO EXCEPTIONS**</b> ALL CABLES MUST BE MARKED FOR ORIGIN AND TERMINATION. ANY CABLE THAT IS NOT MARKED WILL NOT BE INSTALLED. <b>**NO EXCEPTIONS**</b>  <b>ENG. NOTE:</b> CABLES MUST BE AT LIFE LINE PRIOR TO CONSTRUCTION START. <b>**NO EXCEPTIONS**</b>	3	LLE
55-CS-0300	<	Install Dealer Supplied Radio Heads (Ea) Specify Location(s): Motorola APX6500 (1) Console with customer supplied recessed face plate. (1) Curbside Action Area supplied recessed face plate (1) Sierra Wireless Modem in Auxiliary Electrical Cabinet  <b>***SIRENS AND EMERGENCY LIGHTING***</b>	3	LLE
60-01-2000	< >	Federal EQ2B Electronic Siren System ILOS PENDING AVAILABILITY ON SOME CHASSIS MODELS. Includes EQ2B-FM Flush Mount Control Head	1	LLE



PART NO	S	DESCRIPTION	QTY	ID
		CANNOT Use The Whelen Howler With The EQ2B Siren As Federal And Whelen Are Not Compatible.		
		<b>ENG. NOTE:</b> REQUIRES 200 WATT SPEAKER. "E" AND "G" SERIES MAY REQUIRE EQ2B-100 W SYSTEM.		
60-01-7020		Federal Signal BP200 Thru Bumper Siren Speakers (Ea)	2	LLE
60-01-7710	< >	Federal Rumbler Low Frequency Siren Specify Switch Style: Rocker installed on console	1	LLE
		<b>ENG. NOTE:</b> INCLUDES A REQUIRED "WHELEN HOWLER BRACKET" FOR THE 2013 F-SERIES CHASSIS		
60-01-9000	< >	4 Whelen 900 Super "LED" Side Module Warning Lights Part #90RR5FCR Red with clear lens Mount The Side Lights Inline.  Comet Flash Pattern  REQUIRES EXTERNAL FLASHER. NON KKK PATTERNS REQUIRE AUX FLASHERS (#60-11-40).  <b>ENG. NOTE:</b> REQUIRES C.P.I. HALF IN/HALF OUT LIGHT HOUSINGS ON SLANT SIDES.  #90RR5FRR Red Lens with (SMART) Steady Flash Unless Other wise Specified	1	LLE
60-02-5000		Delete The 2 Standard Front Module Warning Lights (Credit)	1	LLE
60-02-8100		Delete The Standard Center Front Module Warning Light (Credit)	1	LLE
60-02-9500	< >	2 Whelen 900 Super "LED" Rear Module Warning Lights #90RR5FCR With Clear Lens Comet Flash Pattern  With Brake override  REQUIRES EXTERNAL FLASHER. NON KKK PATTERNS REQUIRE AUX FLASHERS (#60-11-40).  <b>ENG. NOTE:</b> #90RR5FRR Red Lens With (SMART) Steady Flash Unless Other wise Specified	1	LLE
60-03-3000	< >	1 Whelen 900 Super "LED" Center Rear Warning Light Part #90AA5FCR Amber w/Clear Lens  Comet Flash Pattern  <b>ENG. NOTE:</b> #90AA5FAR Amber Lens With (SMART) Steady Flash Unless Otherwise Specified	1	LLE
60-04-4610	< >	Emergency Lights On In Reverse Specify which Button on the touch screen or flasher circuit is to be activated. Secondary	1	LLE


PART NO	S	DESCRIPTION	QTY	ID
		<b>ENG. NOTE:</b> INCLUDES AN "EL" (EMERGENCY LIGHT) CANCEL SWITCH		
60-04-5400	< >	2 Whelen 500 TIR6 Super "LED" Grille Lights Part #50CR3ZCR Red/White w Clear Lens. Red outboard, x pattern alternating Upper grille  Comet Flash Pattern  On Primary / Off Secondary  <b>ENG. NOTE:</b> #50R03ZRR Red LED With Red Lens Unless Otherwise Specified.	1	LLE
60-05-2700	< >	2 Whelen 700 "LED" Split Color, W/R Intersection Lights Part #70RC6FCR  Comet Flash Pattern  On Primary / Off Secondary  INCLUDES INTERNAL FLASHER.  <b>ENG. NOTE:</b> #70RC6FCR White/Red With Clear Lens.	1	LLE
60-06-6000	< >	2 Whelen 700 Super "LED" Rear Wheel Well Lights Specify Whelen Light Number 70R02FCR:  Comet Flash Pattern  NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40).  On Primary / Off Secondary  <b>ENG. NOTE:</b> Be Sure To Provide The Model # in the Shop Note	1	LLE
60-07-1510	< >	7 Whelen 900 Super "LED" Front Module Warning Lights Clear Lens Specify Whelen Part #: Four (4) 90RR5FCR, Position 1,3,5,7 Three (3) 90CC5FCR Position 2,4,6 Off in secondary mode. left to right: R,W,R,W,R,W,R  Steady (SMART) Flash Unless Otherwise Specified  Specify KKK Or Comet Flash Pattern: Comet  REQUIRES EXTERNAL FLASHER. NON KKK PATTERNS REQUIRE AUX FLASHERS (#60-11-40).  <b>ENG. NOTE:</b> MUST DELETE STANDARD FRONT WALL 2 OUTER & 1 CENTER LIGHT.  REQUIRES EXTERNAL FLASHER IF NOT ON THE PRIMARY/SECONDARY ELITE CURCUIT  ILOS STRAIGHT LINE INSTALLATION. SEE DROP	1	LLE



PART NO	S	DESCRIPTION	QTY	ID
		DOWN #60-07-1700		
60-09-4451	S < >	<p>Whelen 500 TIR6 RED Super "LED" Light (Ea)</p> <p>Specify Location: Lower grille</p> <p>Specify Whelen Light Number: Part #50RCRZCR</p> <p>Red/White w Clear Lens.</p> <p>Red outboard, x pattern alternating</p> <p>On Primary / Off Secondary</p> <p>Comet Flash Pattern</p> <p>NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40).</p> <p><b>ENG. NOTE:</b> PART #50*03Z*R INCLUDES CAST HOUSING E &amp; F SERIES ONLY</p> <p><b>WARNING LIGHT OPTION</b></p> <p>There shall be a Whelen 500 Series, solid color, Super LED light installed. The exact model, quantity and location shall be determined at the pre-construction conference.</p>	2	LLE
60-10-0000	<	<p>Whelen 700 Red Or Amber Or Blue Super "LED" Light (Ea)</p> <p>Specify Location: one (1) each rear door tied to brake light function ONLY.</p> <p>Specify Whelen Light Number: 70R02FCR Red with clear lens</p> <p>Specify KKK Or Comet Flash Pattern: brake light function only</p> <p>NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40).</p>	2	LLE
60-10-0130	<	<p>Rear Window Level Whelen 900 Red Or Amber Or Blue Or Clear Super "LED" Lights(2)</p> <p>Specify Whelen Light Number: 90RR5FCR Red LED clear lens</p> <p>Comet Flash Pattern</p> <p>NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40).</p>	1	LLE
60-10-2000	<	<p>Whelen 900 Red/Amber/Blue or Clear Super "LED" Light (Ea)</p> <p>Specify Location: Two (2) each side, Two (2) rear top wall</p> <p>Specify Whelen Light Number: 90RR5FCR Red LED clear lens</p> <p>Comet Flash Pattern</p> <p>NON KKK PATTERNS MAY REQUIRE AUX FLASHERS (#60-11-40).</p>	6	LLE
	<	<p><b>***PATIENT COMPARTMENT***</b></p> <p>All Interior Cabinets To Include Austin Hardware "LifeDefender" Cabinet Door Frames.</p>		LLE
65-00-0100		Standard Solid Surface Construction Interior Cabinets	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
65-00-9900	<	<b>SPECIAL NOTE TO DEALER</b> Custom Cabinet Options/Designs Not Listed In The Published Options List MAY Result In Additional Charges.	1	LLE
65-01-2000		Standard Smooth Headliner	1	LLE
65-01-3000	<	1/4" Clear Polycarbonate Sliding Doors On Cabinets All Interior Cabinets To Include Austin Hardware "LifeDefender" Cabinet Door Frames.  Color To Be Clear.	1	LLE
65-02-2230	< >	"Complete Package" Stryker Power Load System Includes: Floor Structure - Tapping Blocks Pre-Wire with 10 Gauge Power and Ground with a 15 Amp Circuit Breaker Powered by Battery Hot Power. Complete 6390 Power Load System Installed Be sure to leave main power switch in the off position. Does NOT include cot. Includes Std. Life Line Push Rail Floor Mount Stryker Part# 6360-030-11 Does Not Include Push Rail Will Be Center Mount Unless Otherwise Specified  <b>ENG. NOTE:</b> MOVING THE COT MORE THAN 4" OFF CTR WILL REQUIRE A CUSTOM REAR BUMPER \$300  COT NOT INCLUDED BE SURE TO INFORM THE CUSTOMER IF SWITCH IS LEFT ON FOR THE POWER LOAD FOR AN EXTENDED PERIOD OF TIME IT WILL DRAIN THE BATTERY, NO LONGER RECHARGEABLE	1	LLE
65-02-6915		Stryker Power-PRO 2 6507 Cot (High-Configuration)	1	LLE
65-02-8000	<	L.R.O. Cabinet With Speed Load Door With Austin "LifeDefender" Sliding Cabinet Doors. Includes Austin Hardware Speed Load System.  To include [1] Adjustable PVC shelf In Each Section	1	LLE
65-03-7500	<	L.F.O. Cabinet With Speed Load Door With Austin "LifeDefender" Sliding Cabinet Doors. Includes Austin Hardware Speed Load System.  To include [1] PVC shelf in each section  See 40-03-8500 For a 125V outlet on the back wall	1	LLE
65-04-2100	S < >	Left Rear Base Cabinet W/Hinged Heavy Polycarbonate Doors 2 Unframed Austin Hardware "Life Defender Doors  Includes (2) Adjustable shelves  <b>ENG. NOTE:</b> NOT AVAILABLE WITH LEFT REAR BACKBOARD COMPARTMENT.  <b>CABINET OPTION</b>  A storage cabinet shall be installed on the left side of the interior module, below the overhead cabinet. This cabinet shall be to the rear of the telemetry area. The cabinet shall allow for equipment to be accessed from the patient	1	LLE







	PART NO S	DESCRIPTION	QTY	ID
		compartment through side hinged, laminated, wood doors, each with a set-back polycarbonate window. This set back shall allow air to escape as the cabinet doors are closed. The cabinet shall include (2) adjustable shelves.		
	65-04-6600	Delete Standard Telemetry Area Cabinet	1	LLE
	65-04-8100	< Delete Standard Lower Telemetry Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE
	65-05-0200	< Delete Standard Action Area Cabinet (Factory Use) Deleted Due To Custom Cabinet Design ILOS.	1	LLE
	65-05-2100	< Delete Standard Lower Action Area Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE
	65-05-3600	< Delete STD Action Area Tip-Out Trash Cabinet (Factory Use) Deleted Due To Custom Compartment Or Cabinet Design ILOS.	1	LLE
	65-05-4000	< Side Facing CPR Seat w/Contoured Ergo Backrest & 4-Point Seat Belt Includes Black IMMI 4-Point Seat Belt Backrest Color: MV117 Black	1	LLE
	65-05-8505	< > Rear Facing Valor Vac Attendant Seat w/Child Safety Seat On Pedestal/Swivel Valor Vac Seat with Child Safety Seat & Life Line Logo To Match Cushion Vinyl unless otherwise specified Includes 4-Point Belt Question: Will there be an O2 Bottle Attached to the Head of the Cot? Yes Requires Lower Streetside Aisle Cabinet And Bulkhead Wall Cabinet For Overflow Electrical Equipment.  <b>ENG. NOTE:</b> REQUIRES MOVING ALL AUX ELECTRICAL EQUIPMENT  SPECIAL NOTE: PLEASE STATE IF THE COT HAS O2 AT THE HEAD END AND YOU WANT THE SEAT LOCATION ADJUSTED.	1	LLE
	65-05-9110	< > Side Facing Valor Vac Attendant Seat On Valor Pedestal/Swivel Base w/Recline Valor Vac Seat with Life Line Logo Color: Black Valor Flip swivel seat, Vacform side face attendant, low profile 6" slides/6 position swivel, 4 PT seat belt, Life Line Logo, Recline, standard flip cushion. Same seats as unit #5114 with the exception of the color. NO ARMRESTS	1	LLE

PART NO	S	DESCRIPTION	QTY	ID
		<p>Location: (1) ILOS Curbside Squad Bench</p> <p><b>ENG. NOTE:</b> REQUIRES MOVING ALL AUX ELECTRICAL EQUIPMENT</p> <p>SPECIAL NOTE: PLEASE STATE IF THE COT HAS O2 AT THE HEAD END AND YOU WANT THE SEAT LOCATION ADJUSTED.</p>		
65-05-9795	<	Delete Contoured Ergo Backrest/IMMI 4 Point Seatbelt (Ea) Curbside Bench Seat ONLY	3	LLE
65-06-2000	< >	Rear Facing Electrical Cabinet And Door Vent Accordingly	1	LLE
		<p><b>ENG. NOTE:</b> FACTORY USE ONLY: Includes Lower Street Side Aisle Overflow Electrical Cabinet. Includes Driver's Side Bulkhead Wall Overflow Electrical Cabinet.</p>		
65-07-2010		Delete Right Front Upper ALS Cabinet	1	LLE
65-07-5010		Delete Right Front Lower ALS Cabinet	1	LLE
65-08-3600	< >	Superliner Head Of Squad Bench Work Cabinet INCLUDES CORIAN COUNTER TOP	1	LLE
		One (1) adjustable shelves (25-04-5500)		
		<p><b>ENG. NOTE:</b> ONLY AVAILABLE IF CABINET AND COMPARTMENT DESIGN ALLOWS.</p>		
65-08-6500	< >	Cabinet At The Foot End Of The Squad Bench DOES NOT INCLUDE CORIAN COUNTER TOP IF THIS IS A LOWER CABINET	2	LLE
		<p>(1) Foot end of squad bench cabinet rear of seat position. Two (2) drawers opening forward into sliding attendant seat. Add Countertop for cabinet.</p> <p>Trash storage area in the bottom of this cabinet with a side hinged solid door on the aisle to remove the trash container. See option 65-12-9700 for trash option.</p> <p>(1) forward facing wall cabinet with sliding poly doors and adjustable shelf.</p> <p><b>ENG. NOTE:</b> NOT AVAILABLE ALL UNITS-CALL FIRST.</p>		
65-09-7000	<	Glove Box Cut-Out In Cabinet Door (Ea) Hinged Polycarbonate Door With Cut-Out For Glove Box. Specify Number Of Box Cut-Outs: 4 horizontal slots Specify Cabinet Location: Stepwell side of headend squad bench cabinet. SPECIAL NOTE: Unless Otherwise Specified By Dealer Or Customer Size Will	4	LLE





PART NO	S	DESCRIPTION	QTY	ID
		Be 5" High x 10" Wide x 4" Deep.		
65-09-8500		100" Long Formed Streetside Ceiling Grab Rail	1	LLE
65-09-9500		100" Long Formed Curbside Ceiling Grab Rail	1	LLE
65-10-1500	<	Formed "L" Door Assist Rails Mounted Inverted Side Entry Door Left and Right Rear Entry Doors	3	LLE
65-10-2000	< >	Formed Assist Rail At The Head End Of The Squad Bench 12" Rail  <b>ENG. NOTE:</b> WILL BE DELETED BY CUSTOM SQUAD BENCH HEAD END OPTIONS.	1	LLE
65-10-2500	<	Formed Assist Rail On The Left Rear Wall 12" Assist Rail Is Std. Size.	1	LLE
65-10-5000	<	Two C.P.I. #IV2008 Rubber Recessed IV Brackets Mounted In The Mid/Rear Cot Position.	1	LLE
65-10-9000	<	Southco M1 Stainless Cabinet Latches Install Southco M1 latches on all drawers	1	LLE
65-11-3500	<	Locking Cabinet Drawer With Separate Key Lock (Ea) All Drawers to have M1 Latches and separate lock cylinders. Specify Cabinet Location: (2) Below The Telemetry Area C-Top Opening Towards The Aisle.  (2) Foot End Of Squad Bench Cabinet Opening Towards The Seat.  (1) Rear Action Area Next To The CPR Seat Opening Towards The Aisle.	5	LLE
65-12-9700	S < >	Trash Container LL # F18152 Specify Location: There will be a trash container in the lower foot end squad bench work cabinet that will be removable from a side hinged door facing the aisle. There will be an opening the face of the cabinet on the seat side of the foot end cabinet to deposit the trash into the can.  <b>ENG. NOTE:</b> 1/2 PRICE IF OPTION REPLACES A STANDARD CABINET.  <b>SHARPS / WASTE OPTION</b>  There shall be a bottom hinged door that shall have a trash container mounted onto it. The actual location shall be determined at the pre-construction conference.	1	LLE
65-13-7500	>	CPR Seat Height Polished Scuff Protector On Left Wall <b>ENG. NOTE:</b> 12" HIGH WHEN WHEEL WELL COMPARTMENT IS	1	LLE



	PART NO	S	DESCRIPTION	QTY	ID
   	65-14-1000		ORDERED.		
	65-14-3500	<	Squad Bench Height Polished Scuff Protector On Right Wall Add Inventory Control Holes In All Sliding Polycarbonate Doors LFO LRO Left Rear Base Cabinet	3	LLE
	65-17-0517	>	EVS Seamless/Medi-Vac Vinyl Color: Black MV117 (Black) <b>ENG. NOTE:</b> AVAILABLE AS OF JULY 1, 2017	1	LLE
	65-17-0612		Valor Vac-Form Vinyl Color: Black	1	LLE
	65-18-0006		Welting Between Cabinets: Black	1	LLE
	65-19-0011	<	> Counter Tops (Main): Platinum Standard with 1" Lip  <b>ENG. NOTE:</b> FOR ACCENT STRIPE SEE DROP DOWN 65-20-0000	1	LLE
	65-20-0017	>	> Counter Tops (Accent Stripe): New Caldron <b>ENG. NOTE:</b> ACCENT STRIPE IN THE CENTER UNLESS OTHERWISE SPECIFIED	1	LLE
	65-21-0034	<	> Lonseal Floor Selection: Lonplate II #424TX Gunpowder Specify: Rolled Up 4" On Both Sides Unless Otherwise Specified.  <b>ENG. NOTE:</b> Specify: Rolled Up 4" on Both Sides Or 4" with Full Squad Bench Face  SPECIAL NOTE: FULL FACE ROLL-UP IS NOT AN OPTION ON THE VICTORYLINER  LIFE LINE DOES NOT RECOMMEND USING A LIGHT COLORED FLOORING DUE TO THE TENDENCY OF YELLOWING.	1	LLE
	65-CS-0950	<	Additional Counter Top Colors To Match As Specified Footend squad bench cabinet countertop Includes standard lips and accent stripes.	1	LLE



	PART NO	S	DESCRIPTION	QTY	ID
	65-CS-1000	<	Add Angled Cabinet For The 2nd Rear Switch Panel Mounted At The Head End Of The Squad Bench workstation. (Requires 8" Deep Bandage Cabinet) NOTE TO ENGINEERING, Make as shallow as possible. Below Knox Box Medvault	1	LLE
	65-CS-1210	<	Cargo Net Over The R.F.S. Cabinet ILOS Door(s) Half Height Gladiator net.  This is the cabinet aft of the side entry door.  Aisle side of head of squad bench cabinet 26 H x 22" w x 20" D Angled aisle edge at seating area. See overhead view of bid drawings.  Note To Dealer: The cargo net will not Meet CAAS Standards.	1	LLE
	65-CS-3000	<	Total Available Seating Positions In this Unit Including Cab, Module And Cot 6	6	LLE
	65-DL-0100	S <	Additional Cabinet Specify Custom Option: (1) For the OTE cabinet upper area aft of the side entry door.  (1) Rear of the OTE cabinet. Includes a left hinged solid surface door with C5 latch. This is an angled cabinet.	2	LLE
	65-DL-0200	S <	Glove Box Storage Cabinet Specify Custom Option: Install a glove box cabinet in the squad bench head end cabinet on the step well side. This will be storage for (4) glove boxes stacked vertically with a right hinged poly door with (4) horizontal slots.	1	LLE
	65-DL-0300	S <	Knox Medvault Specify Custom Option: KnoxLock Medvault 2.5 Mini, Wifi STD, Recessed, Back Antenna.  Model KLS-5230R3K	1	LLE
	***PATIENT COMPARTMENT ENVIRONMENTAL SYSTEMS***				LLE
	70-01-0000		Static Module Fresh Air Intake Vent	1	LLE
	70-01-1000		12 Volt Powered Exhaust Fan	1	LLE
	70-01-2100	S < >	Streetside ducted Brushless Hoseline 12v/125v Combo Rear Heat/AC Unit Includes Custom D-1 Compartment Dedicated For Hoseline Evaporator / Heater Core Unit. Includes Separate Hinged Door With CPI Low Profile Fresh Air Intake On Compartment Door.  Includes (Requires) Hoseline Action Area Control. Specify Electronic Control Module Location: ACTION AREA Specify Compressor/Condenser Unit Assembly	1	LLE


PART NO	S	DESCRIPTION	QTY	ID
		<p>Location:FRONT WALL Brushless Blower Motor CONDENSER #TMC2007 Dual EVAPORATOR #ACHU1131 Combo</p> <p><b>**REQUIRES SEPARATE 30 AMP SHORELINE INLET IATS**</b></p> <p><b>ENG. NOTE:</b> PRICE SUBJECT TO CHANGE PER BODY STYLE AND DESIGN. DELETES STANDARD HEAT/AC UNIT (CREDIT INCLUDED).</p> <p>REQUIRES SEPARATE 30AMP SHORELINE INLET IATS</p> <p><b>ENVIRONMENTAL OPTION</b></p> <p>A Hoseline brand, 3000 Series, 12v/125v combination HVAC system with a brushless blower motor, shall be used. The unit shall have as a minimum 30,000 BTU cooling, and 36,000 BTU heating in the 12v mode and 12,000 BTU cooling, 9,180 BTU heating in the 125v mode. Adjustable louvers shall be provided for directional control of air-flow. A three-speed switch in the rear control panel shall control the fan motor. The fan shall be capable of moving heated or cooled air to the rear of the patient compartment.</p> <p>There shall be a digital thermostat to select interior temperature. The heat or air conditioner mode shall be selected automatically by the temperature setting of the thermostat.</p> <p>An electrically controlled valve shall automatically turn on the flow of hot water to the rear heater whenever the thermostat is adjusted to call for heat, and off whenever the thermostat is adjusted to call for air conditioning. All clamps shall be of a type approved by the HVAC manufacturer. All hoses are to meet the Ford QVM regulations.</p>		
70-01-2400	<	<p>Inline Booster Coolant Pump 12 Volt Centrifugal Pump To Boost The Flow Capacity Of The Coolant System</p>	1	LLE
70-01-4510	<	<p>Hoseline Front Wall Mounted Aux 12 Volt A/C Condenser (Type I Modular Body) Condenser Model #TMC2007 Dual Core</p>	1	LLE
70-01-6000	<	<p>Yellow Certifoam High Density Insulation Body/Floor/Doors (R-6) GAS CHASSIS' INCLUDE HEAT BARRIER THIS GOES ON THE HEAT SHIELD THAT GOES OVER THE AXLE. THIS ALSO GETS THE THERMO HEAT INSULATION BLANKET ON THE BOTTOM OF THE FLOOR AND GOES FROM THE FRONT OF THE MODULE TO THE FUEL TANK.</p>	1	LLE
70-01-6600	>	<p>Automotive Grade Undercoating Under Module Body <b>ENG. NOTE:</b> TR TRANSCOAT BRAND UNDERCOATING MATERIAL</p>	1	LLE



	PART NO	S	DESCRIPTION	QTY	ID
	70-DL-0100	S <	OTE 19505C Specify Custom Option: Life Line Supplied and Installed OTE 19505C Flange Unit, Location cabinet above head of squad bench workstation.  Place a separate cutoff switch in auxiliary electrical cabinet.	1	LLE
	70-DL-0200	S <	Installation of Aeroclave Outlet Install An Aeroclave Outlet In The Rear Overhead Cushion And Run The Adaptor Hose From upper #3 wall of D-4 next to 110 outlet to overhead cushion.  Also to be ordered is: 15' red hose & 15' blue hose w/ adapters. 1A-169-05 1A-169-07	1	LLE
			<b>***OXYGEN SYSTEM***</b>		LLE
	75-01-0000		Ohio Style Action Area Oxygen Outlet	1	LLE
	75-01-2000		Ohio Style Ceiling Mounted Oxygen Outlet	1	LLE
	75-01-4000		Ohio Style Right Wall Mounted Oxygen Outlet	1	LLE
	75-01-8000	< >	Interior Oxygen Access/Viewing Door ACCESS DOOR WILL BE POLYCARBONATE FRAMED DOOR UNLESS OTHERWISE SPECIFIED.  <b>ENG. NOTE:</b> ACCESS WINDOW IS REQUIRED/NO EXCEPTIONS.	1	LLE
	75-02-3500	< >	ZICO "OTS System" Electric Oxygen Lift Bracket Includes (3) Ratchet Straps. Specify Bracket Location: D-2 Specify Tank Size: H Specify Aluminum Or Steel Tank: Steel  <b>ENG. NOTE:</b> REQUIRES VERTICAL COMPARTMENT, "M" AND "H" TANKS ONLY.	1	LLE



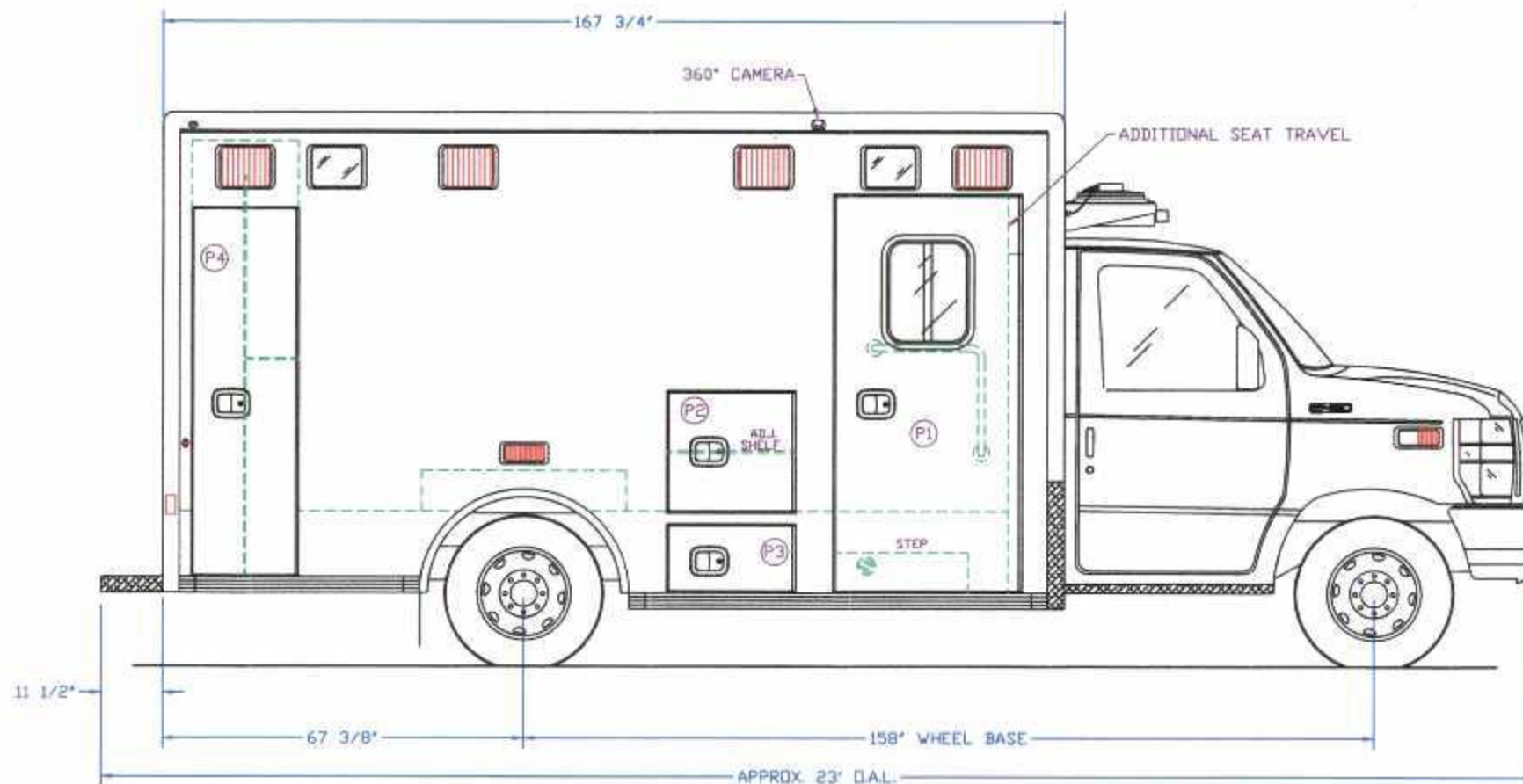


	PART NO	S	DESCRIPTION	QTY	ID
			WILL NOT BUFF THE REAR WALL DIAMOND GRADE IS ADDITIONAL MONEY.		
	85-04-1000	< >	Lower Door Panel Chevron (Inner Door Panel) (Ea) Requires Smooth Aluminum Door Panels ILOS. SPECIFY WIDTH AND COLOR OF STRIPES: 6" stripes  P1, R1, R2 Lower Kick Panel ONLY Orange/White  <b>ENG. NOTE:</b> DOUBLE THE PRICE FOR FULL HEIGHT OPTION. DIAMOND GRADE IS ADDITIONAL MONEY.	3	LLE
	85-04-1200	< >	Diamond Grade Chevron Upgrade Specify Tape Color:  <b>ENG. NOTE:</b> ONE COLOR TAPE ON THE REAR WALL AND OUTER DOOR PANELS.  DIAMOND GRADE IS ADDITIONAL MONEY.	1	LLE
			<b>***EMBLEMS AND DECALS***</b>		LLE
	90-01-0500		Install Roof "SOL" Decal Only (Delete All Other Decals)	1	LLE
	90-01-1100	<	"NO SMOKING" - "FASTEN SEAT BELT" Decals 1-Installed In The Cab. 1-Installed In The Module.	1	LLE
	90-01-1200		No Other Decals or Lettering Included Unless Specified Below	1	LLE
	90-01-5100	<	Install 3/4" White Reflective Tape Around Side And Rear Entry Doors KKK-F Certification Requirement.	1	LLE
	90-DL-0100	S <	Rowan Graphics Custom Type III Type I Custom Graphics 1 ROWAN COUNTY: Furnish and install 3M digitally printed contour cut 680CR white reflective vinyl with UV over laminate to the back of the ambulance. Printed to match existing layout but add a white outline. Installation to be done at Life Line. Applicable taxes are extra. 1 ROWAN COUNTY: Furnish and install 3M digitally printed 680CR white reflective vinyl with UV over laminate to the front of the ambulance; (2) STOL and AMBULANCE for hood. Printed to match existing layout, colors to match 680CR-14 Orange and 680CR-76 Light Blue. Installation to be done at Life Line. Applicable taxes are extra. 1 ROWAN COUNTY: Furnish and install 3M digitally printed 680CR white reflective vinyl with UV over laminate to the sides of the ambulance. Printed to match existing layout, colors to match 680CR-14 Orange and 680CR-76 Light Blue. STOL will be applied over top of swoosh design, contour cut ROWAN COUNTY copy and logos. Installation to be done at Life Line. Applicable taxes are extra.	1	LLE
			<b>CUSTOM OPTION</b>		

PART NO	S	DESCRIPTION	QTY	ID
		<p>&lt; &gt; ***DEALER SUPPLIED AND INSTALLED OPTIONS*</p> <p>THIS SECTION IS FOR DEALER SUPPLIED AND INSTALLED OPTIONS AFTER DELIVERY FROM LIFE LINE.</p> <p>ENG. NOTE: THIS SECTION IS FOR DEALER SUPPLIED AND INSTALLED OPTIONS AFTER DELIVERY FROM LIFE LINE.</p>		LLE
		***END OF QUOTE/PRODUCTION ORDER***		LLE
95-SP-0100	<	<p>1 Original &amp; 1 Revision Work Order Before Penalty Pricing</p> <p>1 Original Draft &amp; 1 Revision Draft Work Order Before Penalty Pricing.</p> <p>The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.</p>	1	LLE
95-SP-0200	<	<p>1 Original &amp; 1 Revision Drawing Before Penalty Pricing</p> <p>1 Original Draft &amp; 1 Revision Draft Drawing Before Penalty Pricing.</p> <p>The Revision Rate Is \$130.00 Per Hour With 1 Hour Minimum Charge.</p>	1	LLE
95-SP-0600		Change After Sign-Off (Published Price + 50%)	1	LLE
95-SP-0700		Change After Production Start (Published Price + 75%)	1	LLE
95-SP-0800		Change After Production Completion (Published Price + 100%)	1	LLE
95-SP-0850	<	<p>Life Line Indemnification Statement</p> <p>The purchaser agrees to defend, indemnify and hold Life Line harmless from any claims, costs (including actual attorneys' fees), damages and liabilities caused in whole or in part by alteration or modification of, or changes or additions to the purchased products or use of product purposes it was not designed or intended for.</p>	1	LLE
	<	<p>***SIGNATURE-LIFE LINE EMERGENCY VEHICLES***</p> <p>This Is A Contract Between Life Line Emergency Vehicles And The Franchised Distributor Entering The Order. No Agreements Verbal Or Written Arrived At Between The Selling Distributor And The Purchasing Agency Not Listed On This Order Are Binding Upon Life Line Emergency Vehicles.</p> <p>THE VEHICLE IS BUILT TO THIS PRODUCTION ORDER. IT IS THE DISTRIBUTORS RESPONSIBILITY TO ASSURE THE VEHICLE MEETS THE CUSTOMER SPECIFICATIONS.</p> <p>Date Of Order: 7-1-22</p> <p>Franchised Distributor: Southeastern Specialty Vehicles</p> <p>Quote Number: 01459</p> <p>Ordered By: ___Darren Hadley_____</p>		LLE



PART NO	S	DESCRIPTION	QTY	ID
	<p>APPROVED :</p> <p>DATE :</p>			



CURB SIDE

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION
P1	72 1/4"	82 1/2"	34 1/2"	30"	—	SIDE ENTRY DOOR
P2	23"	21"	28"	19"	19 3/4"	IS/OS STORAGE
P3	12"	11"	23 1/2"	22"	19 1/4"	BATTERY STORAGE
P4	81"	67 1/2"	19 1/2"	15"	20 7/8"	BACK BOARD STORAGE

DRAWING NO:  
**5385-SDE**

DRAWN BY: J.P.

DATE: 4/5/22

SCALE: 1"=32"

REVISION(S):

4/18/22 - 5/24/22-10/20/22  
12/7/22

NOTE:

*FOR DRAWING APPROVAL*

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**167" TYPE III SUPERLINER, 72" HEADROOM  
FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC**



**LIFE LINE**  
**EMERGENCY VEHICLES**

1 Life Line Dr.  
Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

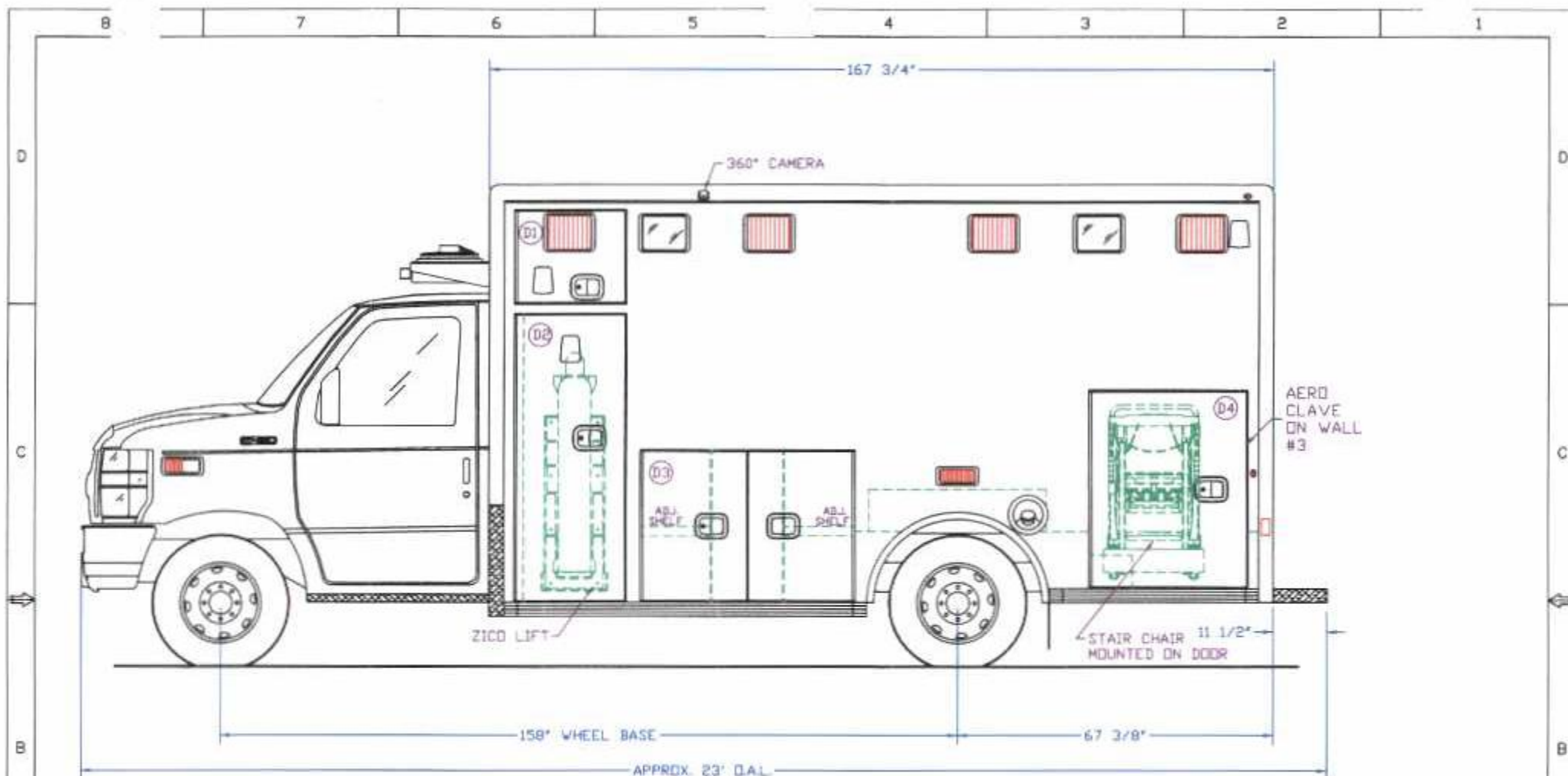
Tolerances:



Ang. Tol: ±5°  
Dia. Tol: ±1"

THIS DRAWING IS THE PROPERTY OF LIFE LINE EMERGENCY VEHICLES, WHICH CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED. IT IS ISSUED IN CONFIDENCE FOR ENGINEERING INFORMATION ONLY AND MAY NOT BE COPIED OR USED FOR MANUFACTURING OF ANYTHING SHOWN WITHOUT SPECIFIC WRITTEN PERMISSION OF LIFE LINE EMERGENCY VEHICLES.





STREET SIDE

COMP.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO:
D1	---	18"	---	19"	---	HEAT/AC ACCESS	5385-SDE
D2	61 1/2"	60 1/2"	23 1/2"	19"	19 1/4"	O2 STORAGE	DRAWN BY: J.P.
D3	32"	31"	45 1/2"	38"	19 1/4"	STORAGE	DATE: 4/5/22
D4	42"	41"	33 1/2"	29"	19 1/4"	STORAGE	SCALE: 1"=32"
REVISION(S):							5/24/22-10/20/22-12/16/22
NOTE: SHIP SPARE TIRE LOOSE							
FOR DRAWING APPROVAL							
APPROVED BY: _____							
TITLE: _____							
DATE: _____							
167" TYPE III SUPERLINER, 72" HEADROOM							
FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC							

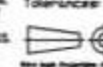


**LIFE LINE**  
EMERGENCY VEHICLES

1 Life Line Dr. P.O. Box 299  
Sumner, IA 50674 Sumner, IA 50674

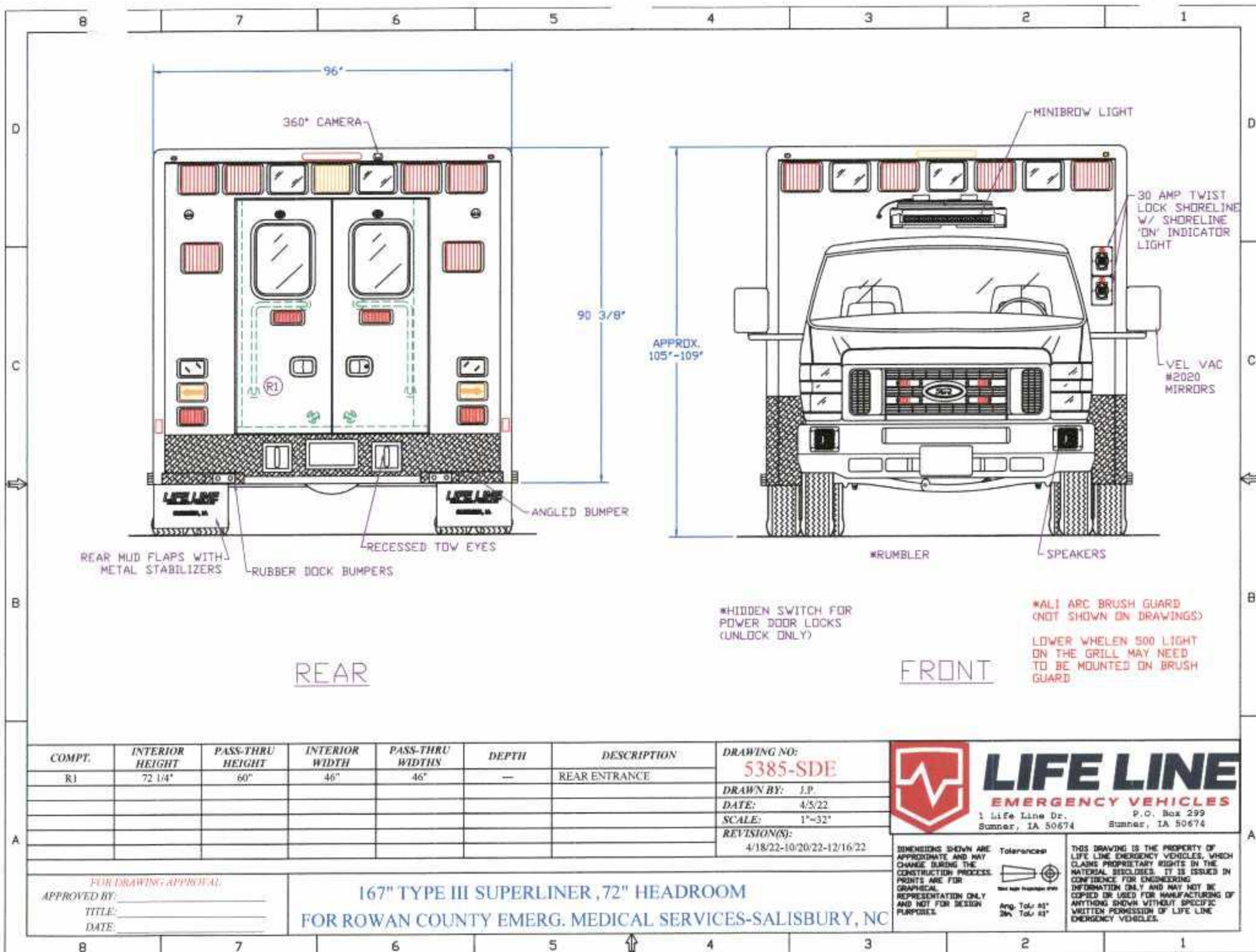
DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:

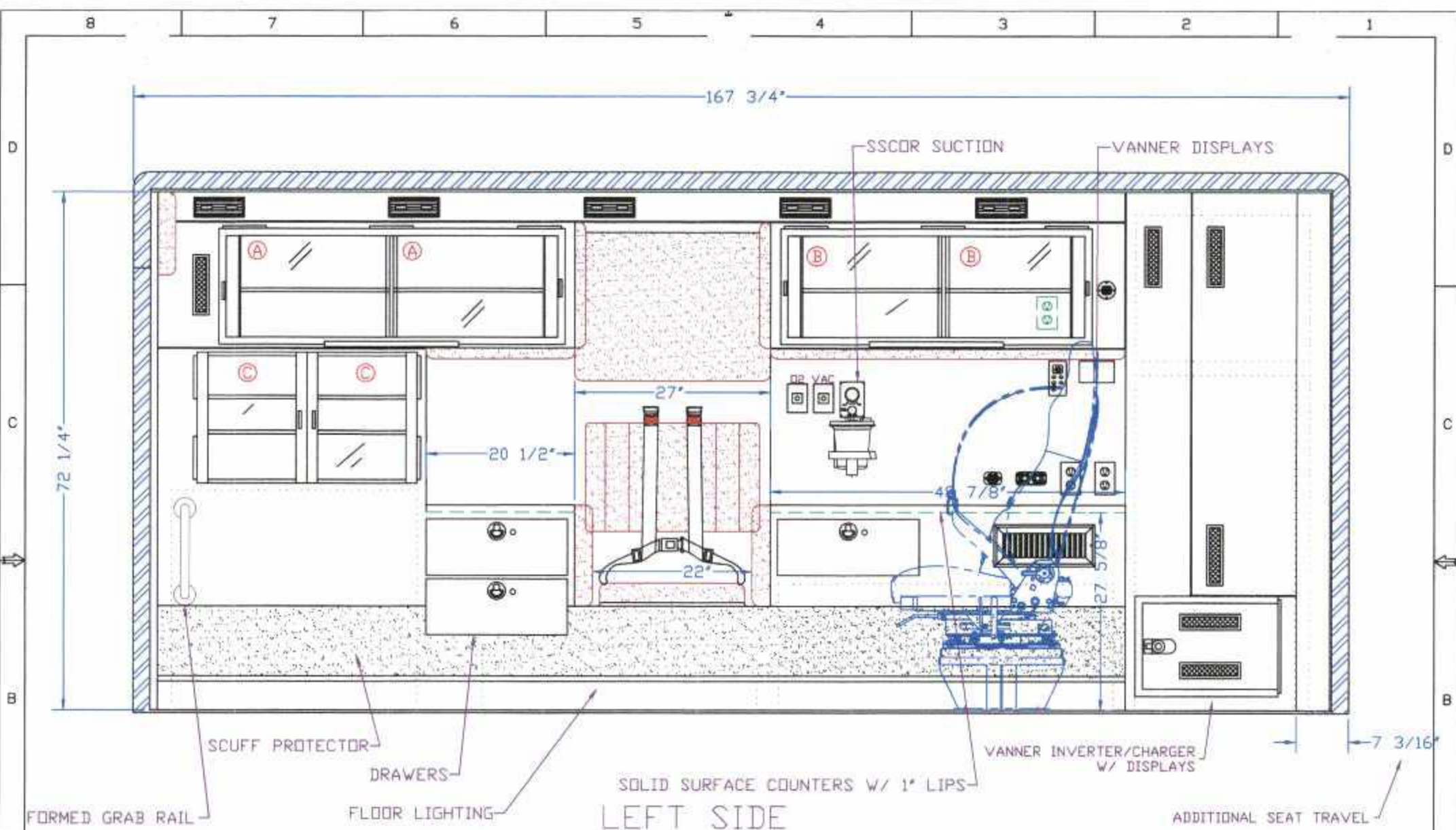


Ang. Tol. ±1°  
Dim. Tol. ±1"

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CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
A	18 3/4"	23"	18 1/4"	STORAGE	SPEED LOAD
B	18 3/4"	21 1/2"	18 1/4"	STORAGE	SPEED LOAD
C	20 1/4"	15 1/2"	20 1/4"	STORAGE	DUAL SIDE HINGED POLY

DRAWING NO:  
**5385-SDI**  
 DRAWN BY: J.P.  
 DATE: 4/5/22  
 SCALE: 1"=19.5"  
 REVISION(S):  
 5/24/22 - 6/13/22-10/20/22

**LIFE LINE**

EMERGENCY VEHICLES

1 Life Line Dr. P.O. Box 299  
 Sumner, IA 50674 Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

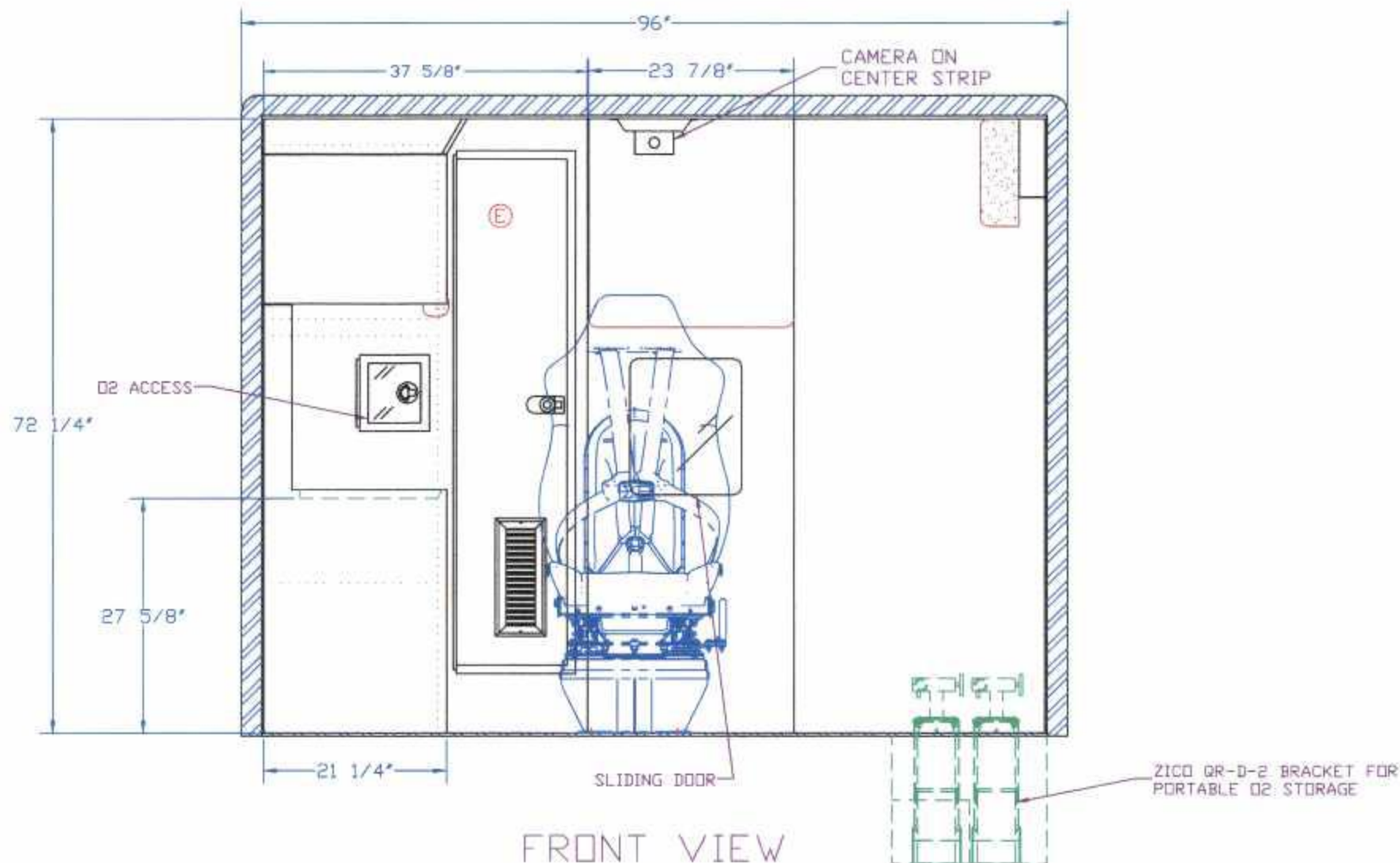
Tolerances:

Ang. Tol: ±1°  
 Dim. Tol: ±1"

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FOR DRAWING APPROVAL  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**167" TYPE III SUPERLINER, 72" HEADROOM**  
**FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC**



CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
E	71 1/4"	16"	8"	ELECTRICAL	SIDE HINGED SOLID

DRAWING NO: 5385-SD1

DRAWN BY: J.P.

DATE: 4/5/22

SCALE: 1"=19.5"

REVISION(S): 10/20/22

\*THIS AT THE DEEPEST POINT IN CABINET

FOR DRAWING APPROVAL  
APPROVED BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

167" TYPE III SUPERLINER, 72" HEADROOM  
FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC



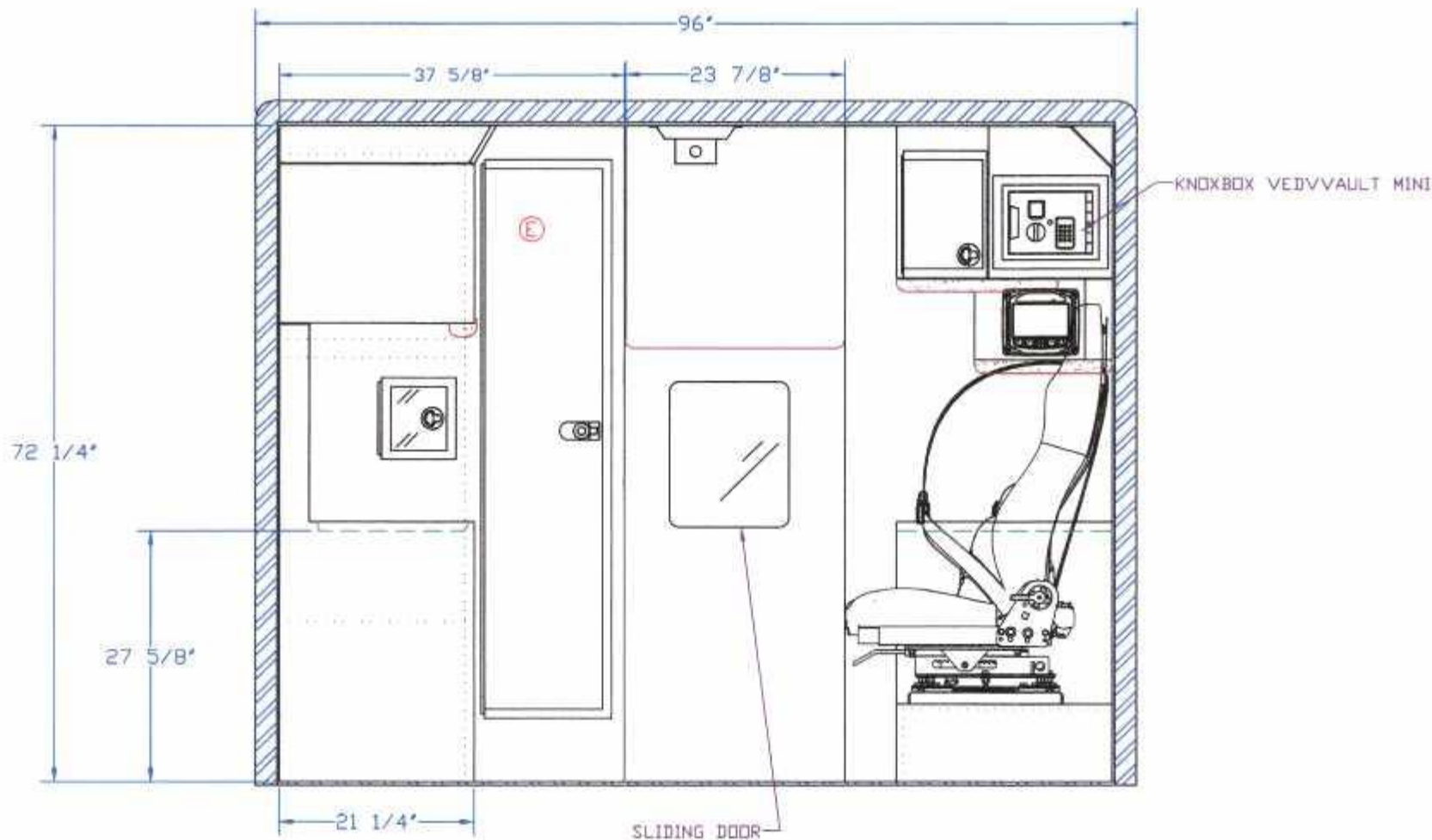
**LIFE LINE**  
EMERGENCY VEHICLES  
1 Life Line Dr. P.O. Box 299  
Sumner, IA 50674 Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:  
Hole:  $\pm .015$   
Din:  $\pm .01$

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FRONT VIEW II

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
E	71 1/4"	16"	8"	ELECTRICAL	SIDE HINGED SOLID

DRAWING NO: 5385-SDI  
 DRAWN BY: J.P.  
 DATE: 4/5/22  
 SCALE: 1"=19.5"  
 REVISION(S):  
 6/13/22-10/20/22

**LIFE LINE**  
**EMERGENCY VEHICLES**  
 1 Life Line Dr. P.O. Box 299  
 Sumner, IA 50674 Sumner, IA 50674

\*THIS AT THE DEEPEST POINT IN CABINET

FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

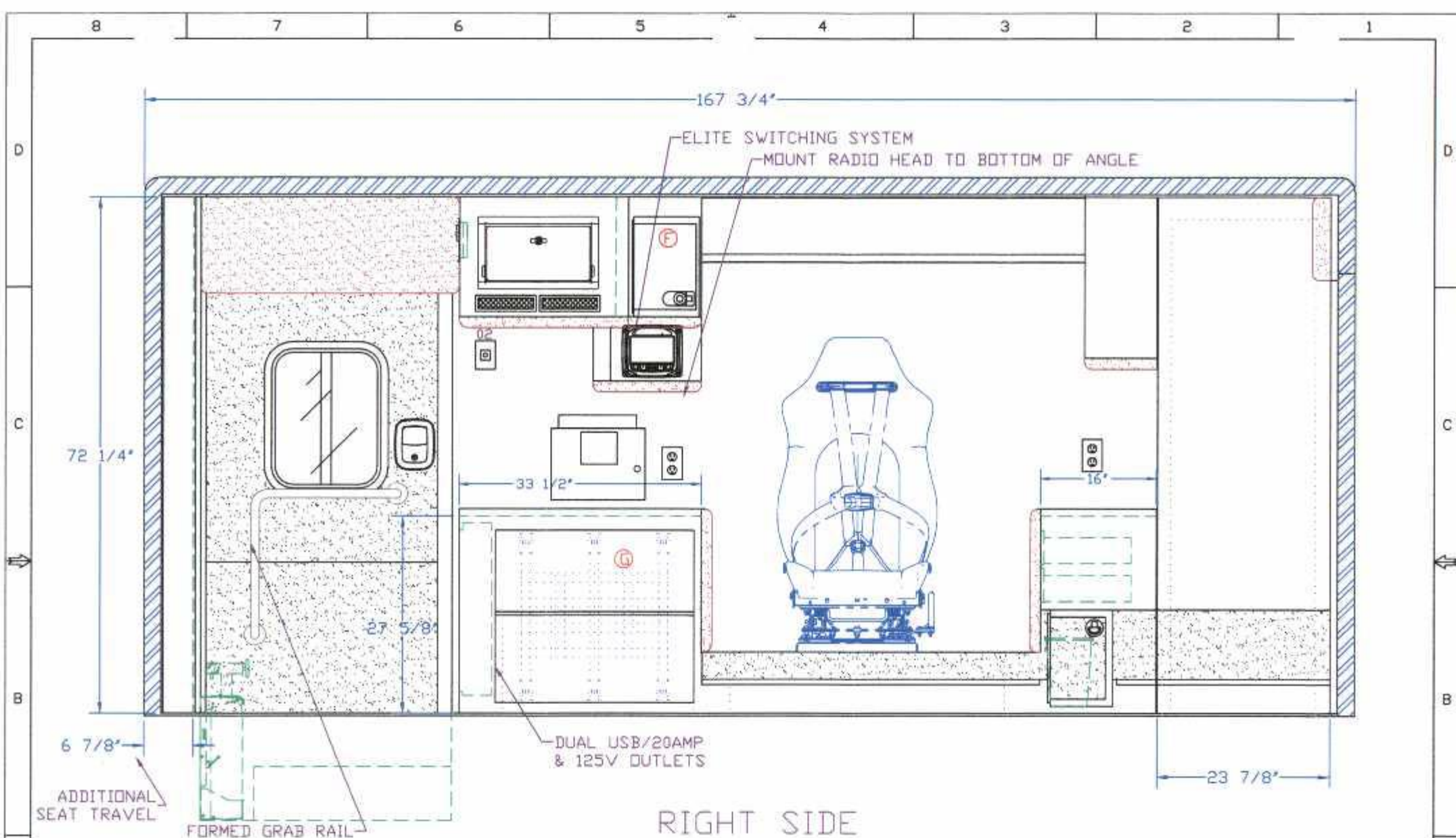
DATE: \_\_\_\_\_

167" TYPE III SUPERLINER, 72" HEADROOM  
 FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:  
 1/8" Tol. 1/4" 3/16" Tol. 1/2"

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# RIGHT SIDE

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
F	15 1/2"	9 1/2"	9"	STORAGE	SIDE HINGED SOLID DOOR
G	25"	28"	19 3/4"	IS/O5 ACCESS	OPEN STORAGE W/ CARGO NET

DRAWING NO: **5385-SDI**

DRAWN BY: J.P.

DATE: 4/5/22

SCALE: 1"=19.5"

REVISION(S):

6/1/22-10/20/22-12/13/22  
12/19/22

## LIFE LINE

EMERGENCY VEHICLES

1 Life Line Dr. Sumner, IA 50674

P.O. Box 299 Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerances:

Ang. Tol: ±1°

Dim. Tol: ±1"

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NOTE: \*THIS DEPTH IS AT THE DEEPEST POINT IN CABINET

FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

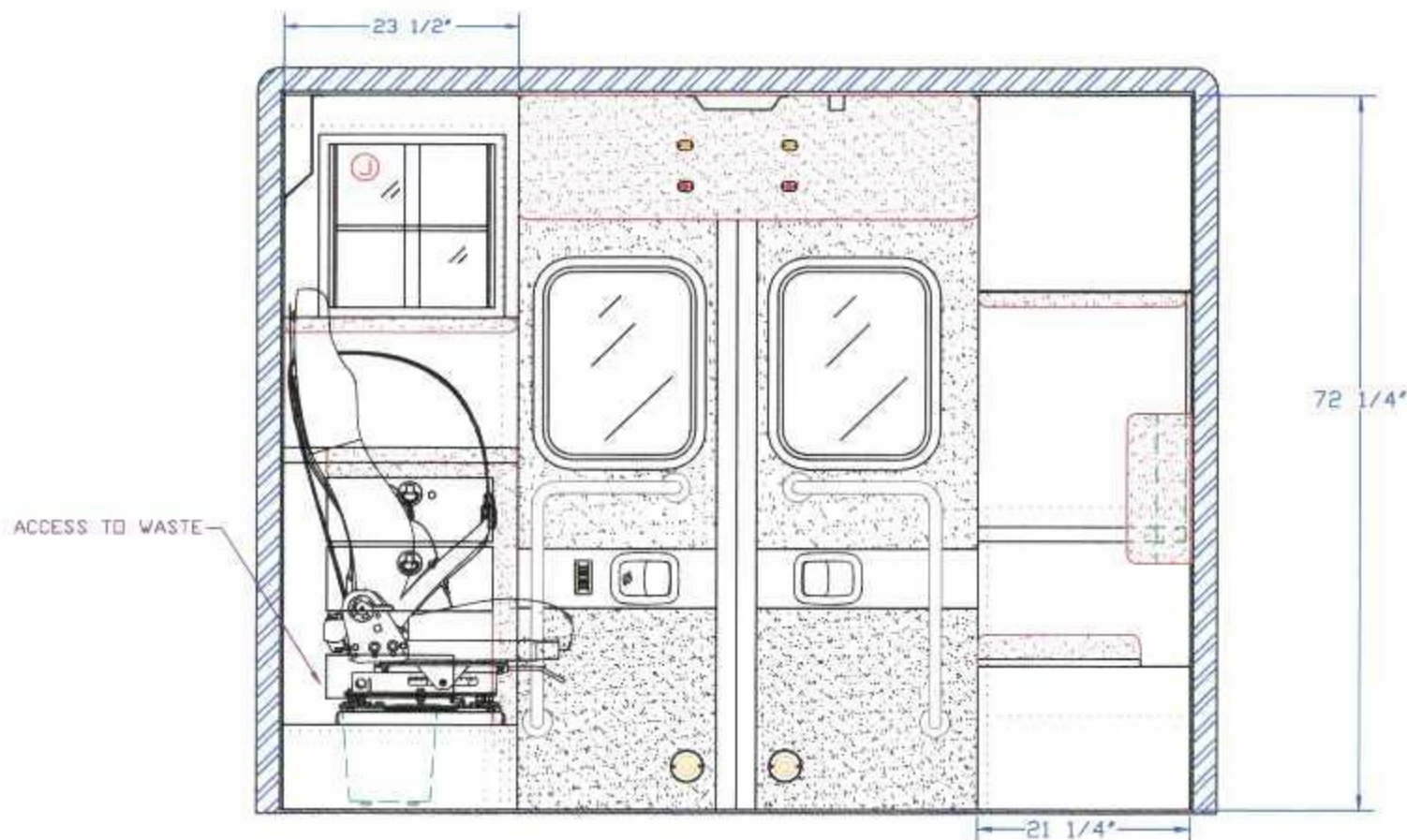
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**167" TYPE III SUPERLINER, 72" HEADROOM**

**FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC**





REAR VIEW II

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
J	17 1/2"	17 1/2"	8 1/2"	STORAGE	SLIDING POLYCARBONATE

\*THIS AT THE DEEPEST POINT IN CABINET

FOR DRAWING APPROVAL  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

167" TYPE III SUPERLINER, 72" HEADROOM  
 FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC

DRAWING NO: 5385-SDI

DRAWN BY: J.P.

DATE: 4/5/22

SCALE: 1"=19.5"

REVISION(S):  
 6/1/22 - 6/13/22-10/20/22



**LIFE LINE**  
 EMERGENCY VEHICLES

1 Life Line Dr. P.O. Box 299  
 Sumner, IA 50674 Sumner, IA 50674

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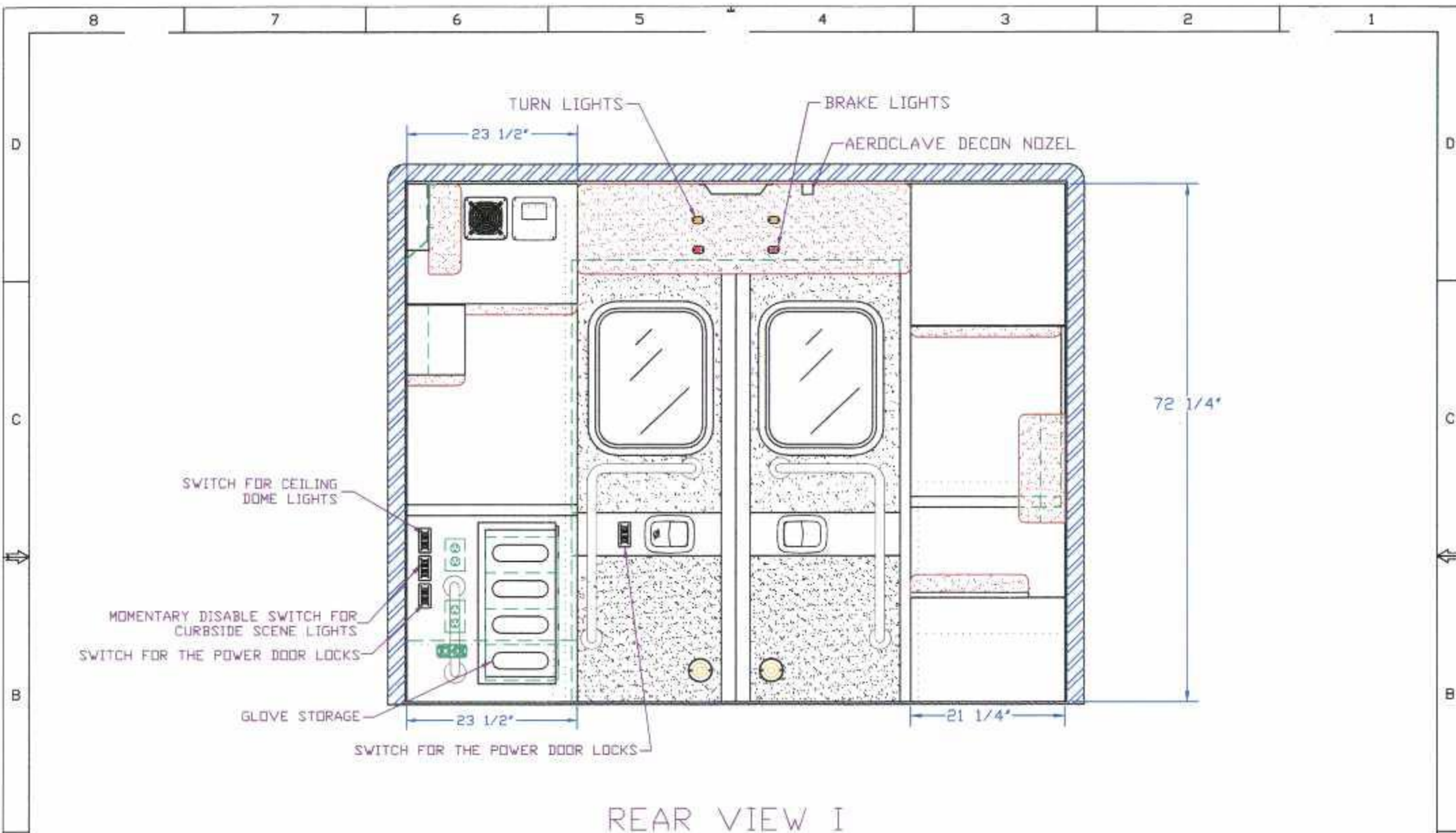
Tolerances:



Hard Spot Projections 0.00

Ang. Tol. ±1°  
 Dim. Tol. ±1"

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CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE
J					

\*THIS AT THE DEEPEST POINT IN CABINET

FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

167" TYPE III SUPERLINER, 72" HEADROOM  
FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC

DRAWING NO: 5385-SDI

DRAWN BY: J.P.

DATE: 4/5/22

SCALE: 1"=19.3"

REVISION(S):

6/13/22-10/20/22- 12/19/22



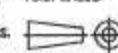
**LIFE LINE**  
EMERGENCY VEHICLES

1 Life Line Dr.  
Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

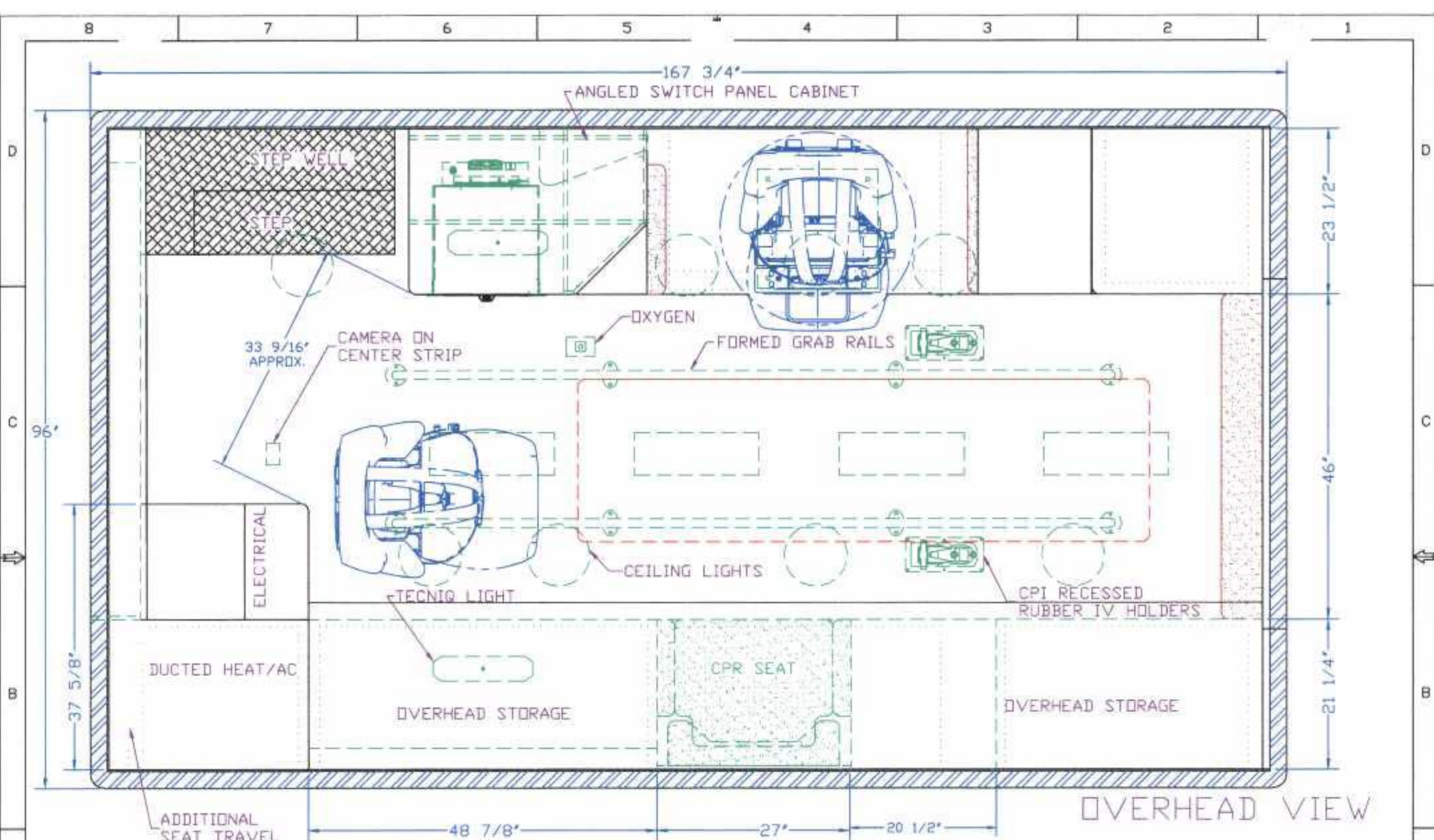
Tolerances:



Ang. Tol: ±1°  
Dia. Tol: ±1"

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OVERHEAD VIEW

CABINET	INTERIOR HEIGHT	INTERIOR WIDTH	INTERIOR DEPTH	DESCRIPTION	DOOR STYLE

DRAWING NO: **5385-SDI**  
 DRAWN BY: J.P.  
 DATE: 4/5/22  
 SCALE: 1"=19.5"  
 REVISION(S):  
 6/13/22-10/20/22



**LIFE LINE**  
**EMERGENCY VEHICLES**  
 1 Life Line Dr., Sumner, IA 50674  
 P.O. Box 299  
 Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.

Tolerance:  
 Ang. Tol. ±1°  
 Dim. Tol. ±1"

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FOR DRAWING APPROVAL  
 APPROVED BY: \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

167" TYPE III SUPERLINER, 72" HEADROOM  
 FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC

RADIUS ALL 4 CORNERS

TOP VIEW

GLOVE STORAGE

5 1/2"

(2) LARGE CUP HOLDERS

11 3/4"

SIREN

RADIO

RUMBLER SWITCH

15"

16 15/16"

17 3/4"

8"

12"

34"

8"

14"

21"

6"

SIDE VIEW

DRAWING

NO: 5385-CON

DRAWN BY: J.P.

DATE: 4/5/22

SCALE: NTS

REVISION(S):

12/13/22



**LIFE LINE**  
EMERGENCY VEHICLES

1 Life Line Dr.  
Sumner, IA 50674

P.O. Box 299  
Sumner, IA 50674

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Tolerances:



Ang. Tol: ±1°  
Dim. Tol: ±1"

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FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_


TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

167" TYPE I SUPERLINER, 72" HEADROOM  
FOR ROWAN COUNTY EMERG. MEDICAL SERVICES-SALISBURY, NC





COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO: <b>REF-ONLY</b>
P1	55 1/2"	54 1/2"	22"	19 1/2"	26"	IS/OS STORAGE	 <b>LIFE LINE</b> <b>EMERGENCY VEHICLES</b> 1 Life Line Dr. P.O. Box 299 Sumner, IA 50674 Sumner, IA 50674
P2	11 5/8"	10 5/8"	20"	18 1/2"	19 1/4"	BATTERY TRAY	
P3	72 1/4"	79 1/2"	34 1/2"	30"	12 3/4"	SIDE ENTRY DOOR	
P4	80 1/2"	79 1/2"	19 1/2"	15"	20 7/8"	BB / STAIR CHAIR STORAGE	
<b>REVISION(S):</b> 05/02/14, 5/22/14, 1/4/16 GM 7/11/17 GM, 12/21/18 GM							DRAWN BY: J.P. DATE: 12/16/13 SCALE: 1"=32"
							DIMENSIONS SHOWN ARE: Tolerances: THIS DRAWING IS THE PROPERTY OF

FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

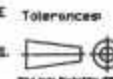
167" TYPE III SUPERLINER, 72" HEADROOM  
FOR Graphics Drawing Purpose-Reference Only



## LIFE LINE

1 Life Line Dr. P.O. Box 299  
Sumner, IA 50674 Sumner, IA 50674

DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.



Ang.	Tol.	St.
116	100	100

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COPIED OR USED FOR MANUFACTURING OR  
ANYTHING SHOWN WITHOUT SPECIFIC  
WRITTEN PERMISSION OF LIFE LINE  
EMERGENCY VEHICLES.

8 7 6 5 4 3 2 1

D

D

C

C


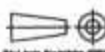
B

B



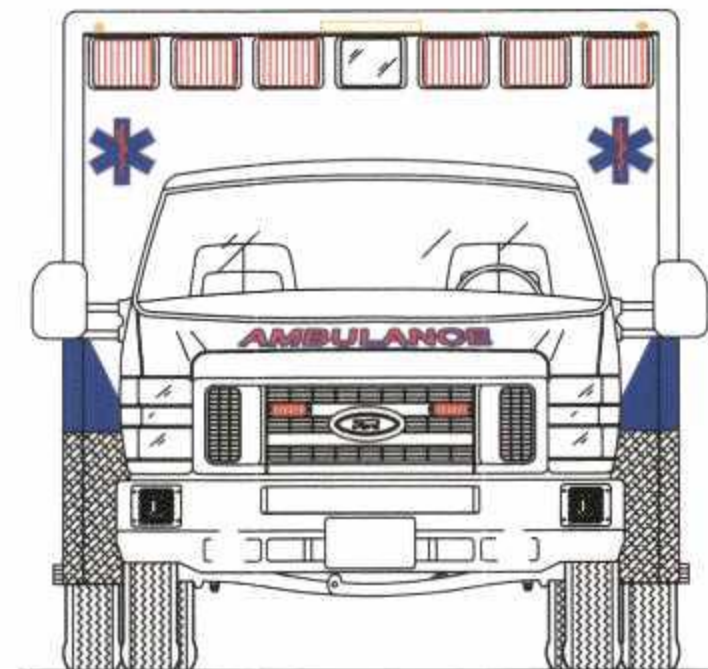
A

A

COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION	DRAWING NO: <b>REF-ONLY</b>	 <b>LIFE LINE</b> <b>EMERGENCY VEHICLES</b> 1 Life Line Dr. P.O. Box 299 Sumner, IA 50674 Sumner, IA 50674
D1	80 1/2"	79 1/2"	19 1/2"	17"	19 1/4"	O2 STORAGE	<b>DRAWN BY:</b> J.P.	
D2	33"	32"	47 1/2"	40"	19 1/4"	STORAGE	<b>DATE:</b> 12/16/13	
D3	62 1/2"	61 1/2"	32 1/2"	28"	19 1/4"	STORAGE	<b>SCALE:</b> 1"=32"	
							<b>REVISION(S):</b> 6/16/14 GM, 7/14/14 CL, 1/4/16 GM 12/21/18 GM	
NOTE: SHIP SPARE TIRE LOOSE							DIMENSIONS SHOWN ARE APPROXIMATE AND MAY CHANGE DURING THE CONSTRUCTION PROCESS. PRINTS ARE FOR GRAPHICAL REPRESENTATION ONLY AND NOT FOR DESIGN PURPOSES.	
FOR DRAWING APPROVAL:							Tolerances:  Ang. Tol: ±1° Dim. Tol: ±1"	
APPROVED BY: _____							THIS DRAWING IS THE PROPERTY OF LIFE LINE EMERGENCY VEHICLES, WHICH CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED. IT IS ISSUED IN CONFIDENCE FOR ENGINEERING INFORMATION ONLY AND MAY NOT BE COPIED OR USED FOR MANUFACTURING OF ANYTHING SHOWN WITHOUT SPECIFIC WRITTEN PERMISSION OF LIFE LINE EMERGENCY VEHICLES.	
TITLE: _____								
DATE: _____								
167" TYPE III SUPERLINER, 72" HEADROOM								
FOR Graphics Drawing Purpose-Reference Only								

8 7 6 5 4 3 2 1





COMPT.	INTERIOR HEIGHT	PASS-THRU HEIGHT	INTERIOR WIDTH	PASS-THRU WIDTHS	DEPTH	DESCRIPTION
R1	72 1/4"	60"	48"	48"	—	REAR ENTRANCE

DRAWING NO:  
**REF-ONLY**

DRAWN BY: J.P.

DATE: 12/16/13

SCALE: 1"=32"

REVISION(S):  
03/28/14, 1/4/16 GM, 6/28/17 GM  
12/21/18 GM



# LIFE LINE

## EMERGENCY VEHICLES

1 Life Line Dr.      P.O. Box 299  
Sumner, IA 50674      Sumner, IA 50674

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Tolerances:  
Hole & Slot:  $\pm 0.005$  IN  
Ang. Tol:  $\pm 1^\circ$   
Blk. Tol:  $\pm 1^\circ$

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FOR DRAWING APPROVAL

APPROVED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

167" TYPE III SUPERLINER, 72" HEADROOM  
FOR Graphics Drawing Purpose-Reference Only



## **LIFETIME LIMITED WARRANTY ON THE ALL-ALUMINUM MODULAR BODY**

Subject to the provisions, limitations and conditions set forth in this warranty, **LIFE LINE EMERGENCY VEHICLES, INC.** hereby warrants to each original purchaser only that each new modular ambulance body (exclusive of paint finish, hardware, moldings, windows, internal cabinets and other accoutrements and accessories\*) is structurally sound and free of all structural defects of both the material and workmanship for the lifetime of the vehicle.

This warranty may be transferred to another party, provided that the vehicle is inspected by the Manufacturer, or an authorized dealer with prior approval to conduct the inspection. A written request for transfer of warranty must be submitted to **LIFE LINE EMERGENCY VEHICLES, INC.** The inspection must be completed before transfer of ownership of the vehicle. Written approval for the transfer of warranty will be provided by **LIFE LINE EMERGENCY VEHICLES, INC.** upon review of the inspection results. A warranty transfer charge in addition to inspection charges may apply.

The Life Time Body warranty is transferable upon the remount of the body to a new chassis provided the remount is performed solely by **LIFE LINE EMERGENCY VEHICLES, INC.** Remount to a new chassis or any other modification of the body not performed by **LIFE LINE EMERGENCY VEHICLES, INC.** voids all warranty.

This warranty is conditioned upon normal use and reasonable maintenance of such modular body; prompt written notice of all defects to **LIFE LINE EMERGENCY VEHICLES, INC.** or one of its then authorized dealers in the area; no repair or additions thereto except by **LIFE LINE EMERGENCY VEHICLES, INC.** or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **LIFE LINE EMERGENCY VEHICLES, INC.** and shall be performed solely at **LIFE LINE EMERGENCY VEHICLES, INC.** or a repair facility designated by **LIFE LINE EMERGENCY VEHICLES, INC.** The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

**LIFE LINE EMERGENCY VEHICLES, INC.** reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

**EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OF IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIFE-LINE EMERGENCY VEHICLES, INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURERS WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.**

\*Covered by separate warranties.

**LIFE LINE EMERGENCY VEHICLES, INC. - Sumner, Iowa 50674**



**5-YEAR/60,000-MILE  
PRODUCT CONVERSION WARRANTY**

1. In addition to the LIFETIME warranty covering the modular structure of the all-aluminum bodies manufactured by LIFE LINE EMERGENCY VEHICLES, INC. (the Company), which LIFETIME warranty is set forth on separate warranty form, the Company warrants its products to be free from defects in material and workmanship under normal use and service; its obligation under this warranty being limited to making good at its factory any part or parts thereof which shall within five years (sixty months) after delivery of such vehicle to the original Purchaser, or prior to the time when such vehicle has been operated 60,000 miles, whichever event shall first occur, be returned to it with transportation charges prepaid and which its examination shall disclose to its satisfaction to have been thus defective; this warranty being expressly in lieu of all other warranties expressed or implied, and of all other obligations on its part, and the Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales of its vehicles.
2. All claims for warranty and adjustments must originate within the warranty period stated herein. All warranty claims must be submitted to and approved by the Company prior to repair.
3. Warranty work may be performed by the Purchaser but any such warranty work must first be approved by the Company in writing. The Company reserves the right to inspect the vehicle before the work is performed. The Company reserves the right to determine where the warranty work will be done and by whom. Any parts replaced as defective must be returned to the Company prepaid for warranty credit.
4. The warranty stated above does not apply to:
  - a.) Any vehicle which shall have been repaired or altered outside of the Company's factory in any way so as, in the Company's judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence, or accident.
  - b.) Any vehicle used in competitive events.
  - c.) Any vehicle which has not been reasonably maintained.
  - d.) Any vehicle which has not been operated in its normal use.
  - e.) The chassis or chassis parts.
  - f.) The paint finish, which is covered by a separate warranty.
  - g.) Replacement of items which may be repaired by routine maintenance or service adjustments.
  - h.) Any vehicle on which the odometer mileage has been altered.
  - i.) Deterioration of product due to normal use and exposure.
5. The Company makes no warranty what so ever in respect to parts and materials not of its manufacture. These items are usually warranted separately by their respective manufacturers. The Company's obligation under this warranty is limited to the portions of the ambulance manufactured by it.
6. The Purchaser specifically and fully agrees without any reservations, and regardless of circumstances, that if the Company for any reason shall at its expense replace any parts, or perform any labor, upon the product(s) hereby purchased, whether before or after the warranty on such products has expired, that such acts or repeated acts by the Company shall not have the effect of changing or extending the warranty in any way and the Purchaser further agrees that all the conditions stated herein shall apply regardless of any representation, promises, or agreements separately made by any Company employee, sales representative, or any other agent of the Company.
7. While the Company endeavors to be accurate, statements set forth in the Company's advertising, catalogues, sales manuals, and other sales devices, and statements made by the Company employees and sales representatives about the product manufactured by the Company are descriptive only, and the Purchaser agrees that such statements and claims in no way constitute a warranty.
8. The Purchaser agrees that the Company shall in no event be held liable for damages from delays or loss of service of product(s) purchased hereunder which are out of use pending repairs or replacements by the Company under its warranty, or from delays and loss of service if the Company voluntarily makes repairs or replacements in addition to the duties imposed by the warranty provided above.
9. The Company reserves the right to make changes in design or add improvements without incurring any obligation to install such improvements on units previously manufactured.

**LIFE-LINE EMERGENCY VEHICLES, INC. - Sumner, Iowa 50674**



## **LIFETIME LIMITED WARRANTY ON INTERIOR CABINETS**

Subject to the provisions, limitations and conditions set forth in this warranty, **LIFE LINE EMERGENCY VEHICLES, INC.** hereby warrants to each original purchaser only that each new modular ambulance body cabinets is structurally sound and free of all structural defects of both the material and workmanship for the lifetime of the vehicle.

This warranty is conditioned upon normal use and reasonable maintenance of such cabinets; prompt written notice of all defects to **LIFE LINE EMERGENCY VEHICLES, INC.** or one of its then authorized dealers in the area; no repairs or additions there-to except by **LIFE LINE EMERGENCY VEHICLES, INC.** or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading by customer or third parties. If any of such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms of this warranty, the extent of that repair shall be determined solely by **LIFE LINE EMERGENCY VEHICLES, INC.** and shall be performed solely at **LIFE LINE EMERGENCY VEHICLES, INC.** or a repair facility designated by **LIFE LINE EMERGENCY VEHICLES, INC.** The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

This warranty is limited to the structural integrity of the cabinets and excludes finish, hardware, moldings, laminate, and other accoutrements and accessories\*.

This warranty may be transferred to another party, provided that the vehicle is inspected by the Manufacturer, or an authorized dealer with prior approval to conduct the inspection. A written request for transfer of warranty must be submitted to **LIFE LINE EMERGENCY VEHICLE, INC.** The inspection must be completed before transfer of ownership of the vehicle. Written approval for the transfer of warranty will be provided by **LIFE LINE EMERGENCY VEHICLES, INC.** upon review of the inspection results. A warranty transfer charge in addition to inspection charges may apply.

The Life Time Interior Cabinet warranty is transferable upon the remount of the body to a new chassis provided the remount is performed solely by **LIFE LINE EMERGENCY VEHICLES, INC.** Remount to a new chassis not performed by **LIFE LINE EMERGENCY VEHICLES, INC.** voids all warranty.

**LIFE LINE EMERGENCY VEHICLES, INC.** reserves the unrestricted right at any time and from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products therefore manufactured.

**EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF LIFE LINE EMERGENCY VEHICLES, INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURERS WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HEREIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURERS NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.**

\*Covered by separate warranties.

**LIFE LINE EMERGENCY VEHICLES, INC. - Sumner, Iowa 50674**



## LIFETIME HARNESS / 10 YEAR 100,000 MILE ELECTRICAL WARRANTY

1. Life Line Emergency Vehicles (the company) warrants, the Elite Touch System & all electrical on each new Life Line Emergency Vehicle to be free from defects in material and workmanship under normal use and service for a period of TEN YEARS or ONE HUNDRED THOUSAND MILES and LIFETIME for electrical harnesses and installation.

This TEN YEAR/ONE HUNDRED THOUSAND MILE ELECTRICAL WARRANTY shall be limited to the statements outlined below. The Company's obligation under this warranty shall be limited to repairing or replacing, at its option any part or parts thereof listed below, which shall within ten years after delivery of such vehicle to the original Purchaser, or prior to the time when such vehicles has been operated 100,000 miles, whichever event shall first occur. This warranty being expressly in lieu of all other warranties expressed or implied, and of all other obligations on its part, and the Company neither assumes nor authorizes any other person to assume for it any other liability in connection with the sales of its vehicles.

2. All claims for warranty and adjustments must originate within the warranty period stated herein. All warranty claims must be submitted to and approved by the Company prior to repair.

3. Warranty work may be performed by the purchaser, however any such warranty work must first be approved by the Company in writing. The Company reserves the right to inspect the vehicle before the work is performed. The Company reserves the right to determine where the warranty work will be done and by whom. If it is determined that a part may be defective, the defective part shall be returned to the company with transportation charges prepaid. Once the company receives the part an examination shall disclose, to the companies satisfaction, that the part is defective. A replacement part and or credit will then be issued. Any parts replaced as defective must be returned to the Company prepaid for warranty credit.

4. The warranty stated above does not apply to:

- a) Any vehicle which shall have been repaired or altered outside of the Company's factory in any way so as, in the Company's judgment, to affect its stability or reliability, nor which has been subject to misuse, negligence, or accident.
- b) Any vehicle used in competitive events.
- c) Any vehicle which has not been reasonable maintained: To include periodic tightening and cleaning of connection terminals.
- d) Any vehicle which has not been operated in its normal use.
- e) The chassis or chassis electrical parts.
- f) Replacement of items which may be repaired by routine maintenance or service adjustments.
- g) Any vehicle on which the odometer mileage has been altered.
- h) Components and or systems having their own manufacturer's warranty.

Specifically: batteries, emergency lighting, sirens, power supplies, invertors, auto ejects, etc.

5. The Company makes no warranty what so ever in respect to parts and materials not of its manufacture. These items are usually warranted separately by their respective manufacturers. The Company's obligation under this warranty is limited to the following:

*Electrical harnesses*

*Printed circuit boards/ Power Modules which are part of the main electrical system*

*Control Panels*

*Circuit breakers and relays*

*Touch Screens shall be limited to a 4 year/100,000 mile normal operation warranty*

6. The Purchaser specifically and fully agrees without any reservations, and regardless of circumstances, that if the Company for any reason shall at its expense replace any parts, or perform any labor, upon the product(s) hereby purchased, whether before or after the warranty on such products has expired, that such acts or repeated acts by the Company shall not have the effect of changing or extending the warranty in any way and the Purchaser further agrees that all the conditions stated herein shall apply regardless of any representation, promises, or agreements separately made by any Company employee, sales representative, or any other agent of the Company.

7. While the Company endeavors to be accurate, statements set forth in the Company's advertising, catalogues, sales manuals, and other sales devices, and statements made by the Company employees and sales representatives about the product manufactured by the Company are descriptive only, and the Purchaser agrees that such statements and claims in no way constitutes a warranty.

8. The Purchaser agrees that the Company shall in no way be held liable for damages from delays or loss of service of product(s) purchased here under which are out of use pending repairs or replacements by the company under its warranty, or from delays and loss of service if the Company voluntarily makes repairs or replacements in addition to the duties imposed by the warranty provided above.

LIFE LINE EMERGENCY VEHICLES, INC. reserves the unrestricted right at any time, and from time to time to make changes in the design of and/or improvements on its product without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products therelofore manufactured.

**LIFE LINE EMERGENCY VEHICLES, INC. – Sumner, Iowa 50674**



## LLEV PAINT SYSTEM WARRANTY

### I. THE LIMITED WARRANTY

Life Line Emergency Vehicles hereby warrants that the paint, hereinafter to be referred to as the "Paint System", which is supplied by Akzo Nobel and/or its distributors, and applied by Life Line Emergency Vehicles at their facility in Sumner, IA, shall be free from any defects as described in section VI hereof during the limited warranty period as specified therein. This limited warranty is contingent that the application of the paint system is according to the Technical Data Sheet specifications and in accordance with the technical application data attached as addendum A.

### II. LIMITED WARRANTY PERIOD

- a. The limited warranty period shall commence on the date a vehicle is delivered to the end user by LLEV or their authorized distributor.
- b. The limited warranty period for a covered vehicle shall terminate as follows:
  - i. For basecoat/clearcoat systems, the limited warranty period shall be 6 years as described in Section III (b). The basecoat/clearcoat system must use the Sikkens clearcoat as a top coat with either Sikkens Autobase, Sikkens Autocoat BTLV or Sikkens Autocoat BTLV (Single stage system) as the basecoat.
  - ii. For Paint Systems which does not incorporate a clearcoat as part of the Paint System, the limited warranty period shall be 4 years as described in Section III (b)
  - iii. LLEV will cover the cost of labor and materials to refinish a vehicle, as described in Section III, if the performance of the original coating system falls below the performance standards in section V. The term of this clause is limited to the original purchaser of the vehicle from LLEV or from a LLEV authorized distributor, as the case may be.

### III. SCOPE OF LIMITED WARRANTY

- a. Life Line's obligation under the limited warranty is limited to a refund of reasonable costs of direct labor, (excluding overhead or profit) and replaced products for the Paint System.
- b. The obligation of LLEV in connection with said costs as detailed in Section II (b) shall be based on a sliding scale as follows:

<u>Basecoat/Clearcoat repairs will cover:</u>	<u>Paint System which does not include Clearcoat</u>
Year one (1) through year three (3): 100%	Year one (1) through year two (2): 100%
Year four (4): 50%	Year three (3): 50%
Year five (5): 25%	Year four (4): 25%
Year six (6): 10%	
- c. In no event shall Life Line be liable for any special, indirect, incidental or consequential damages, even if Life Line have been advised of the possibility thereof. This shall include but not be limited to lost profits, lost revenues, inconvenience, loss of time, failure to realize expected savings, or other commercial economic losses of any kind. Life Line's total liability to the Customer under this Limited Warranty shall not exceed the total price the Customer paid for the applied coatings and labor cost charged to the vehicle owner.

### IV. NOTICE

This limited warranty applies to defects discovered and notification made to Life Line within applicable limited warranty period.

### V. SPECIFIED DEFECTS

The limited warranty provided herein shall cover and extend to the following properties of the Paint System.

- A. Loss of adhesion of the Paint System resulting in rusting less than Rust Grade 5 (i.e. Rust Grades 0-4), as set forth in ASTM D 610-08.
- B. Cracking of the Paint System as set forth in ASTM D 661-93.
- C. Loss of gloss below the standard set forth in ASTM D 659 – 75 value number or lower at 60° gloss reading.
- D. Loss of color greater than the following specification:
  - a. Clearcoat system color shift will be no greater than a Delta E of 6.0
  - b. Topcoat (no clearcoat) color shift will be no greater than a Delta E of 6.0
- E. Scab corrosion, Formation of corrosion under the paint film, as long as the point of origin is not a crevice, dissimilar metals or a break in the coating film.
- F. Chemical Resistance to meet ASTM D1308 standards 25 MEK double rubs.
- G. Stone Chip SAE J400 Method A – 4B or above.

### VI. EXCLUSIONS FROM THE LIMITED WARRANTY

Defects in the Paint System arising as a result of or out of the following are excluded from coverage under the limited warranty:

- A. The use in the application of the Paint System of materials not mentioned in AkzoNobel Technical Data Sheets or approved in the Paint System Contained in Addendum "A."
- B. Improper application of the materials or coating dry film thickness described in the AkzoNobel Technical Data Sheets.
- C. The use of defective parts which cannot accept paint such as mill scaled materials, plasma, and laser cut edges without grinding edge to remove heat treated area.
- D. Damage to the Paint System caused during production.
- E. Mechanical abrasion or external foreign object damage.
- F. Application of, or removal of, stickers or decals.
- G. Body compartment interior coatings, undercarriage and frame.
- H. Defects resulting from, or inherent to, the application process such as runs, orange peel, and fish eyes.
- I. Corrosion failure when the point of origin is interior or uncoated parts. Application of materials described in the AkzoNobel Technical Data Sheets over contaminated substrates, such as moisture, dew, oil or foreign substances that will not accept paint.
- J. Defects caused by acid rain and industrial fallout.
- K. Improper cleaning or maintenance or the use of solvents, chemicals/fluids not approved by AkzoNobel in writing.
- L. Any deterioration in or of the Vehicles caused by electro-chemical action or reaction arising from the presence of metals in the coating system or elsewhere which are cathodic to the metal(s) comprising the vehicles.

VII This Limited Warranty may not be amended without the written consent of both parties.

VIII The laws of the State of Iowa, without giving effect to principles of conflict of laws, govern all matters under this Limited Warranty. For the notice provision, claims and dispute resolution procedure please see Appendix 1, which is incorporated by reference herein.

IX THE CUSTOMER ACKNOWLEDGES THAT THIS LIMITED WARRANTY HAS BEEN READ AND FULLY UNDERSTANDS ITS TERMS AND CONDITIONS.





## COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES GROUND VEHICLE STANDARD

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Final Stage Ambulance Manufacturer  
FSAM Registration

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### Life Line Emergency Vehicles

Is duly registered and authorized to certify GVS compliant vehicles that they have produced by supplying the CAAS GVS label and documents, verifying the vehicle's components, performance and equipment meet or exceed all the requirements and tests set forth in the standard.

Mark S. Van Arnam  
CAAS GVS Administrator  
October 2017

COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

1926 Waukegan Road, Suite 300, Glenview, Illinois 60025-1770  
Phone: 847.657.6828 • Fax: 847.657.6825 • [info@groundvehiclestandard.org](mailto:info@groundvehiclestandard.org)

# STAR-OF-LIFE CERTIFICATION

ISSUED TO:

**Life Line Emergency Vehicles**  
of Sumner, IA



**Certification No. 2021-6252**

**Review Date: December 2, 2021**

**Valid Until: April 7, 2026**



*Individual certifications are valid for 5 years. The closest expiration date is shown above for a "non-structural" test.  
Documentation for testing outside of PEI's scope was provided by Dan Ingersoll for review.  
Physical testing was performed on similar vehicles.*

**2020 Ford F-450 4x4, VIN 1FDUF4HN6MDA05513,  
Superliner (s/n 4993) Type I-AD Ambulance**

Conforms to Federal Specification for the Star-of-Life Ambulance  
KKK-A-1822F Dated August 1, 2007 (Change Notice 13)

A handwritten signature in black ink, appearing to read 'Andrew Alger'.

Andrew Alger  
Vehicle Testing Manager

***Progressive Engineering Inc.***

58640 State Road 15  
Goshen, IN 46528  
[www.p-e-i.com](http://www.p-e-i.com)

A handwritten signature in black ink, appearing to read 'Jason R. Holdeman'.

Jason R. Holdeman  
Director of Testing



# STAR-OF-LIFE CERTIFICATION

ISSUED TO:

## **Life Line Emergency Vehicles**

of Sumner, IA

**Certification No. 2021-6116**

**Review Date: September 2, 2021**

**Valid Until: April 7, 2026**



*Individual certifications are valid for 5 years. The closest expiration date is shown above for a "non-structural" test.  
Documentation for testing outside of PEI's scope was provided by Dan Ingersoll for review.  
Physical testing was performed on similar vehicles.*

**2019 Ford E-450, VIN 1FDXE4FS7KDC73184,  
167" Victoryliner (s/n 4977) Type III-AD Ambulance**

Conforms to Federal Specification for the Star-of-Life Ambulance  
KKK-A-1822F Dated August 1, 2007 (Change Notice 13)

Andrew Alger

Vehicle Testing Manager

***Progressive Engineering Inc.***

58640 State Road 15

Goshen, IN 46528

[www.p-e-i.com](http://www.p-e-i.com)

Jason R. Holdeman

Director of Testing



**Ford Motor Company**

*Is proud to recognize*

# *Life Line Emergency Vehicles*

*as a participant in the*

*Ambulance*

*Qualified Vehicle Modifier Program*



*Randy M. Freiburger*

Randy M. Freiburger - SVE Quality Programs Mgr.

*August 2021*





**NATIONAL TRUCK EQUIPMENT ASSOCIATION**

*is proud to recognize*

**Life Line Emergency Vehicles Inc**

*as a member in good standing of the*



**Ambulance Manufacturers Division**

Since 1987

  
AMD Secretary

## LIFE LINE EMERGENCY VEHICLES INC

<b>Manufacturer ID</b>	4073	<b>Contact Name</b>	Randall F Smith
<b>Common Name</b>		<b>Contact Position</b>	President
<b>Previous Legal Name</b>		<b>Contact Business Phone</b>	(800)922-7477
<b>URL</b>	lifelineambulance.com	<b>Business Fax Number</b>	
<b>All Company DBAs</b>	Life Line	<b>Contact Business Email</b>	rsmith@lifelineambulance.com
<b>Trade/Brand Names</b>		<b>Production Start Date</b>	
<b>Principal Name</b>	Randall F Smith	<b>Production End Date</b>	
<b>Principal Position</b>	President	<b>Updated On</b>	01/24/2022
<b>Address</b>	1 Life-Line Drive Sumner, IOWA 50674-9039 UNITED STATES (USA)		

### Manufacturer Types

**Type** Final-Stage Vehicle Manufacturer

### Vehicle Types

Is Primary	Vehicle Type	Description	GVWR From	GVWR To
<input checked="" type="checkbox"/>	Multipurpose Passenger Vehicle (MPV)	Ambulance	Class 2G: 8,001 - 9,000 lb (3,629 - 4,082 kg)	Class 7: 26,001 - 33,000 lb (11,794 - 14,969 kg)

### Action History

Change Date	Reference
1/24/2022	A7BD2DE3-8A29-4BAF-A6A4-8C86297FFBB0
2/13/2017	1CEF18F3-C073-4312-BB8E-A9FC313D88D2
2/24/1989	ORG14517

**NHTSA Recall Data:** For vehicle-specific Federal Recalls for major light auto automakers, please use NHTSA's Recall VIN Lookup at [vinrcl.safercar.gov/vin](http://vinrcl.safercar.gov/vin)

For any additional information and questions: Contact NHTSA Manufacturer Helpdesk at [manufacturerinfo@dot.gov](mailto:manufacturerinfo@dot.gov) or 1-888-399-3277



**U.S. DEPARTMENT OF TRANSPORTATION**  
National Highway Traffic Safety Administration  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
1-888-327-4236  
1-800-424-9153 (TTY)

Privacy Policy  
Web Policies & Notices  
Terms of Use  
FOIA  
Accessibility  
Office of Inspector General  
OIG Hotline  
No Fear Act Data

[trafficsafetymarketing.gov](http://trafficsafetymarketing.gov)  
[ems.gov](http://ems.gov)  
[911.gov](http://911.gov)  
[distraction.gov](http://distraction.gov)  
[safercar.gov](http://safercar.gov)

The White House  
[USA.gov](http://USA.gov)  
[DOT.gov](http://DOT.gov)  
[plainlanguage.gov](http://plainlanguage.gov)  
[data.gov](http://data.gov)  
[regulations.gov](http://regulations.gov)



# SJ SMITH WELDING SUPPLY

hereby  
Certifies that

*Lifeline Emergency Vehicles*

has successfully completed certification of welding  
personnel as prescribed by the American Welding Society  
DI.2 Structural Welding Code Aluminum.

*Larry W. Burnett*

Larry W. Burnett, CWI/CWE Training Engineer  
S.J. Smith Welding, Safety & Industrial Supply

01/10/2011





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/1/2023

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

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

<b>PRODUCER</b> TrueNorth Companies, L.C. 500 1st St SE Cedar Rapids IA 52401		<b>CONTACT</b> NAME: RM Home Office PHONE (A/C, No, Ext): 319-366-2723 E-MAIL: certs@truenorthcompanies.com FAX (A/C, No): 877-810-6374	
<b>INSURED</b> Life Line Emergency Vehicles Inc PO Box 299 Sumner IA 50674		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: The Phoenix Insurance Company INSURER B: Great American E & S Insurance Company INSURER C: Endurance American Insurance Company INSURER D: Employers Mutual Casualty Company INSURER E: Charter Oak Fire Insurance Company INSURER F:	
GAZETTE-01		NAIC # 25623 37532 10641 21415 25615	

## COVERAGES

CERTIFICATE NUMBER: 1016699936

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6304N227771	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Garagekeeper			810-4N21773A-21-14-G	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Garagekeepers \$ 1,500,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			XS 2665034-03	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	5H89025	7/1/2022	7/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	2nd Excess Liability			EXC30001158302	7/1/2022	7/1/2023	Agg/Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Garagekeepers Physical Damage deductibles: comprehensive=\$1,000 and collision=\$1,000

If Yes is indicated above for add'l insd forms Gen Liab #CGD246 (04/19), Auto Liab #CAT353 (08/17) applies. If Yes is indicated above for waiver of subrogation forms Gen Liab #CGD458 (02/19), Auto Liab #CAT353 (08/17) and WC #WC000313 04/84 applies. Coverage is extended for work performed and required under written contract with the above named insured.  
If blanket coverage applies, state regulations limit the information that may be added regarding additional insureds to include policy form numbers only.

## CERTIFICATE HOLDER

## CANCELLATION

Rowan County Emergency Services  
EMS Division  
130 West Innes Street  
Salisbury NC 28144

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

AUTHORIZED REPRESENTATIVE





# NORTH CAROLINA

## Department of the Secretary of State

### CERTIFICATE OF EXISTENCE

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### **SOUTHEASTERN SPECIALTY VEHICLES, INC.**

is a corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 19th day of September, 1996, with its period of duration being Perpetual.

I FURTHER certify that, as of the date set forth hereunder, the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by N.C.G.S. 55-16-22 has been delivered to the Secretary of State; and that the said corporation has not filed articles of dissolution as of the date of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 27th day of March, 2019.

*Elaine F. Marshall*

Secretary of State



Scan to verify online.

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**Southeastern Specialty Vehicles**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**PO Box 159**

6 City, state, and ZIP code

**Kittrell, NC 27544**

7 List account number(s) here (optional)

Requester's name and address (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

5 6 - 1 9 9 2 3 9 3

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Nikki P. Muller*

Date ►

01/03/2023

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/12/2022

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

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

<b>PRODUCER</b> Triangle Insurance & Associates, LLC 222 N Bickett Blvd Louisburg NC 27549		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 919-496-2239 FAX (A/C, No): 919-496-3437 E-MAIL ADDRESS:	
<b>INSURED</b> Southeastern Specialty Vehicles Inc PO Box 159 Kittrell NC 27544		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Selective Insurance Company of INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
SOUTSPE-01		NAIC # 12572	

**COVERAGES** **CERTIFICATE NUMBER:** 1280160008 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			S 2404927	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO: <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2404927	9/10/2022	9/10/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			S 2404927	9/10/2022	9/10/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	GARAGEKEEPERS			S 2404927	9/10/2022	9/10/2023	COMP - \$500 COLL - \$1,000 \$1,800,000 \$1,800,000

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

<b>CERTIFICATE HOLDER</b>  Sample Certificate Please call agent for specific COI to be issued (Name/Address req'd).	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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LT-421 REV 01/22

STATE OF NORTH CAROLINA  
DIVISION OF MOTOR VEHICLES

THE COMMISSIONER OF MOTOR VEHICLES OF THE STATE OF NORTH CAROLINA HEREBY CERTIFIES THAT PURSUANT TO CHAPTER 1243, SESSION LAWS OF 1955, THE BELOW NAMED PERSON OR FIRM HAS BEEN LICENSED AS A MOTOR VEHICLE DEALER TO ENGAGE IN THE BUSINESS OF SELLING MOTOR VEHICLES UNTIL JUNE 30, 2023.

LICENSE NUMBER		DATE ISSUED
0028843	DEALER-EXP 06/30/2023	JUNE 30, 2022

SOUTHEASTERN SPECIALTY VEHICLES INC  
911 MARTIN CREEK ROAD  
HENDERSON, NC 27537-7469

CORPORATION  
INDEPENDENT

VANCE

IN TESTIMONY WHEREOF, HIS NAME IS HEREUNTO  
SUBSCRIBED AT RALEIGH, THE DAY AND YEAR SET  
OPPOSITE THE LICENSE NUMBER ABOVE.

*Wayne Goodwin*

COMMISSIONER OF MOTOR VEHICLES



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Sheriff Travis Allen ; Sheriff's Office  
**DATE:** 03/06/2023  
**SUBJECT:** Sole-Source Gold Medal

---

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

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

Rowan County Sheriff's Office needs to repair two padded cells that were noted at the detention center's last inspection. After reaching out to three vendors, a currently used engineer group, multiple emails and phone calls the Sheriff's Office and I have performed our due diligence to provide multiple quotes, but due to the lack of response we are not finding an alternative source for our area.

This agreement with Gold Medal Constructions Corporation is to provide the needed service, repair/refurbish on the essential equipment. This contract for repair service will not exceed \$10,349.00.

Board of Commissioners authorize the County Manager to approve the contract for service with Gold Medal Constructions Corporation; not to exceed \$10,349.00.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Quote	2/13/2023	Cover Memo
Contract	2/13/2023	Cover Memo

# GOLD MEDAL

## CONSTRUCTION CORPORATION

5615 2<sup>nd</sup> Street West Suite 2 - Lehigh Acres, FL 33971

PH: 239-303-7378 • FAX: 239-303-7364 • NC LIC # 75075

QUOTE: 2023-1019.1

1/23/2023

**PROJECT QUOTE:** Rowan County Detention Center

**SECTION:** Safety Padding Repair/refurbish with Gold Medal Safety Padding

**PROJECT LOCATION:** 115 W Liberty St, Salisbury, NC 28144

**CONTACT:** Lieutenant Scott Duffell, Rowan County Detention Center, [Scott.Duffell@rowancountync.gov](mailto:Scott.Duffell@rowancountync.gov)

**SCOPE OF WORK:** Provide materials, labor, and one mobilization to repair/refurbish the Gold Medal Safety padding in the above-referenced facility. This Quote is limited to refinishing the repaired area only unless noted otherwise. As such, the topcoats of finish material may not be an exact match to the existing topcoats in the facility. Photos of the damaged area are attached at the end of this Quote. The owner shall furnish a suitable dumpster to dispose of the removed safety padding. This Quote price is based on access to all cells at all times.

**Scope of work:**

1. Lower-level Cell:
  - a. Remove safety padding from the cell door and replace it with new safety padding due to the age of the safety padding on this door assembly. The repair work at the lower cell is limited to installing new safety padding on the cell door.
2. Upper-level Cell:
  - a. Repair damaged areas of the cell Safety Paddings as indicated in the attached photos.
  - b. Sand down and re-coat the safety padding in this cell. Approximate coverage 450 SF.

This Quote includes one mobilization and is valid for 60 days from the day of the Quote. Any applicable permits/license fees and applications are not included and will be completed by others.

**PRICE:** \*\*\* Ten Thousand Three Hundred Forty-Nine Dollars (\$10,349) \*\*\*

**PAYMENT DISCOUNT:** Marathon Engineering Corporation offers a 9.25% (\$957) discount for payment in full at the time of contract issuance.

**PAYMENT TERMS & CONDITIONS:**

1. Unless otherwise indicated, this pricing is derived from the measurements and Scope of Work expressly listed in this Quote. Any variance in dimensions greater than 2% or any other surfaces to be padded (i.e., ceiling when not listed in both the plans and specifications) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR A NON-REFUNDABLE DEPOSIT OF FIFTY PERCENT (50%) IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE WE ARE CURRENTLY 60-90 DAYS OUT FROM SCHEDULING FROM THE DATE OF THE CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, the manufacturer and installer for Gold Medal Safety Padding™, will supply a warranty for all material furnished and work performed in conjunction with the above-referenced project. Gold Medal Safety Padding shall be free from defects due to defective materials, or workmanship for one (1) year from the date of Substantial Completion. The date of substantial completion is defined as the last day that Marathon Engineering Corporation is physically working on the project job site, excluding aesthetic, remedial, and punch list work.
5. Pricing excludes any payment or performance bonding.



## Hobbs, Joni H

---

**From:** Lombard, John  
**Sent:** Friday, February 3, 2023 5:15 AM  
**To:** Bringle, Don E; Bumgarner, Anna R; Hobbs, Joni H  
**Subject:** Re: Scan from jl02p102

Don,

Yes, I know about the two bids. We have spoken with Jody about this. It is my impression, that since the other company has ghosted us, she was okay with receiving just one bid. That's why I sent her the email.

We are meeting with Jody next week and will mention it to her again and find out for sure.

Johnny

Sent from my Verizon, Samsung Galaxy smartphone  
Get [Outlook for Android](#)

---

**From:** Bringle, Don E <Don.Bringle@rowancountync.gov>  
**Sent:** Friday, February 3, 2023 4:21:40 AM  
**To:** Lombard, John <John.Lombard@rowancountync.gov>; Bumgarner, Anna R  
<Anna.Bumgarner@rowancountync.gov>; Hobbs, Joni H <Joni.Hobbs@rowancountync.gov>  
**Subject:** Re: Scan from jl02p102

You need to check with finance to see if they will allow one quote? If not you will need 2 quotes before we can proceed.  
Don

Sent from my iPhone

On Feb 2, 2023, at 3:19 PM, Lombard, John <John.Lombard@rowancountync.gov> wrote:

Jody,

I have forwarded you the email that Captain Duffell sent about the padded cell. There were only two companies that do this type of work. He got a quote from one, but the other hasn't returned his calls.

Johnny

John Lombard, Captain  
Civil, Finance & Fleet Management  
Rowan County Sheriff's Office  
232 N. Main St.  
Salisbury, NC  
(704) 216-8718 - Office  
(704) 216-8674 - Fax  
john.lombard@rowancountync.gov

"Treat employees like they make a difference and they will."  
- Jim Goodnight, CEO SAS Institute

-----Original Message-----

From: Duffell, Scott J. <Scott.Duffell@rowancountync.gov>  
Sent: Thursday, January 19, 2023 12:08 PM  
To: Lombard, John <John.Lombard@rowancountync.gov>  
Subject: FW: Scan from jl02p102

Please find attached the last jail inspection performed by the state. Most all of the items have been or are being corrected. The padded cell is the biggest issue, we have only been able to find two companies that do this type of work. One of which is located in Illinois and will not respond to numerous phone calls or emails. The other company is in Florida and were provided the dimensions of the cell and have given a verbal estimate of \$30,000. They also stated the life expectancy for this material in 20 years. The current padding and cell were constructed in 1994. If we fail to fix this problem we will continue to be found out of compliance and we will not be able to use the cell. This cell is needed for extremely impaired subjects or those with mental illness to keep them from injuring themselves. If we fail to fix this cell and the inspector finds other issues in the facility out of standards the NC Department of Health and Human Services can go as far as to close the entire facility.

Captain Scott Duffell  
Jail Administrator

-----Original Message-----

From: jl07p102@rowancountync.gov <jl07p102@rowancountync.gov>  
Sent: Thursday, January 19, 2023 11:59 AM  
To: Duffell, Scott J. <Scott.Duffell@rowancountync.gov>  
Subject: Scan from jl02p102

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.

-----Original Message-----  
From: [REDACTED]  
Sent: [REDACTED]  
To: [REDACTED]  
Subject: [REDACTED]





## ROWAN COUNTY CONTRACT MEMORANDUM

**TO:** Aaron Church, Rowan County Manager  
**FROM:** Don Bringle, Facilities Management, Parks and Rec Director  
**DEPT:** Facilities Management  
**DATE:** February 6, 2023  
**SUBJECT:** Safety Padding Repair/Refurbish with Gold Medal Safety Padding for Rowan County Jail

**PURPOSE OF CONTRACT:** Provide material, labor, and one mobilization to repair/refurbish the Gold Medal Safety padding at the Rowan County Detention Center, 115 W Liberty Steet, Salisbury, NC 28144. This contract is limited to refinishing the repaired area only unless noted otherwise. As such, the topcoats of finished material may not be an exact match to existing topcoats in the facility. Rowan County will provide a dumpster for disposal of the removed safety padding. The scope of work entails lower-level and upper level of padded cell. Sheriff staff has reached out to another company but no response. Please except Gold Medal Construction bid at \$10,349.00.

### 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.*

  
Signature of Director

2/6/2023  
DATE

**ROWAN COUNTY**  
**NORTH CAROLINA**

**AGREEMENT FOR SERVICES**

This Agreement is made and entered into between Rowan County, North Carolina ("County") and \_\_\_ Gold Medal Construction Corporation \_\_\_ ("Provider").

WHEREAS, the County and the Provider wish to enter into a contract under which the Provider will provide certain specified services and/or materials to the County in exchange for payment. NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, conditions, and agreements herein, the County and the Provider agree as follows:

1. Services To Be Performed. The Provider agrees to perform the services and to provide the materials (all collectively called the "Services") for the County as described in Section A of the attached Exhibit A (the "Contract Specifications"), which is incorporated into this Agreement by reference as if it were fully set forth herein. The Provider warrants that all materials it provides shall be of good quality and shall meet industry standards and the County's expectations and approval, and the Provider warrants that it shall perform all Services in a good and workmanlike manner, in accordance with industry standards and the County's expectations, and to the County's full satisfaction.

2. Term. The term of this Agreement shall be as provided in Section B of the attached Exhibit A, the Contract Specifications.

3. Payment. In accordance with Section C of the attached Exhibit A, the Contract Specifications, the County agrees to pay the Provider for Services satisfactorily performed in accordance with this Agreement. The County shall pay each properly submitted invoice within thirty (30) days of its submission. Each invoice shall document, to the County's satisfaction, the work performed and the basis for the amount of payment sought. If the Provider fails to perform in accordance with this Agreement, the County may, without penalty, withhold any payment(s) associated with Services not properly performed until and unless the Provider completes or corrects its performance, as applicable. The County's remedies under this Agreement are not exclusive and are in addition to all other rights and remedies provided by law.

4. Non-waiver. If the County at any time does not require the Provider to satisfy any of the Provider's obligations under this Agreement, or if the County fails at any time to exercise any right or privilege granted to it by this Agreement, that shall not waive or limit the County's ability to require the Provider to satisfy those obligations in the future or the County's ability to enforce its rights or privileges in the future. If the County waives any breach of this Agreement by the Provider, which shall not be deemed a waiver of any later breach by the Provider, nor shall it be deemed a waiver of this section of the Agreement.

5. Independent Contractor. For purposes of this Agreement, the Provider at all times shall be considered an independent contractor, and the County shall not be deemed the employer of the Provider or of any of the Provider's agents or employees, nor shall the County be responsible for the actions or omissions of the Provider or its agents and employees. For purposes of this



Agreement, the Provider and its agents and employees shall not be deemed an employee of the County for any purpose, including (by example only and not for purposes of limitation) federal or state income taxation, unemployment benefits, or worker's compensation benefits.

6. Insurance. For the term of this Agreement, the Provider shall maintain at its sole expense the insurance specified in Section E of the attached Exhibit A, the Contract Specifications. All insurance policies shall be issued by a company authorized to issue insurance in the State of North Carolina. Before beginning to perform under this Agreement, the Provider shall provide the County with a certificate of insurance showing that all insurance required by this Agreement is in effect, and the Provider shall keep that certificate current by submitting to the County updated certificates as the Provider's insurance policies are renewed or otherwise modified. The County shall be named as an additional insured. The Provider shall notify the County immediately if any insurance required by this Agreement will be or has been cancelled or not renewed or if the amount of coverage of any such insurance will be or has been reduced.

7. Indemnity. The Provider agrees that it shall defend, indemnify, and hold harmless the County and its officials, employees, and agents from and against any and all losses, liabilities, claims, demands, suits, costs, damages, or expenses (including reasonable attorneys' fees) arising from or related to this Agreement and/or the Services, including (by example only and not for purposes of limitation) those for bodily injury, death, or property damage. The Provider's obligations under this section shall survive termination of this Agreement.

8. Termination. Notwithstanding any other provision of this Agreement (including any provision in the attached Exhibit A), this Agreement may be terminated at any time by mutual written agreement of the County and the Provider, or it may be terminated by the County upon ten (10) days' written notice to the Provider. Ten days' written notice for termination by the County is not required if the County is terminating because the Provider has breached the Agreement. Further this agreement includes the following Non-appropriation Clause: Provider acknowledges that Rowan County is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are unavailable and not appropriated for the performance of Rowan County's obligations under this contract, then this contract shall automatically expire without penalty to Rowan County thirty (30) days after written notice to Provider of the unavailability and non-appropriation of public funds. It is expressly agreed that Rowan County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations. In the event of a change in Rowan County's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects Rowan County's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to Rowan County upon written notice to Provider of such limitation or change in Rowan County's legal authority.

9. Entire Agreement. This Agreement (including the attached Exhibit A, the Contract Specifications) constitutes the complete and entire Agreement between the County and the Provider concerning the subject matter of the Agreement and supersedes any and all prior agreements, discussions, understandings, promises, or representations concerning that subject

matter. This Agreement may be modified only by a writing signed by both the County and the Provider.

10. Governing Law and Forum for Disputes. This Agreement shall be governed by the laws of the State of North Carolina without regard to North Carolina's choice of law provisions. Any lawsuit or other legal proceeding concerning this Agreement and/or the Services must be filed in Rowan County, North Carolina, unless it is properly filed in federal court, in which case it must be filed in the federal District Court for the Middle District of North Carolina.

11. Severance Clause. If any part of this Agreement is deemed unenforceable by a court of competent jurisdiction, then that part shall be enforced to the greatest extent legally possible, and the rest of this Agreement will remain in full force and effect.

12. Compliance With Laws. The Provider acknowledges and agrees that it will perform all Services and will satisfy all of its obligations under this Agreement in full compliance with all applicable federal, state, and local laws and regulations.

13. Sales/Use Taxes Collection and Refunds: Unless otherwise exempted by North Carolina General Statutes from payment of sales or use taxes, Provider must collect all applicable sales and use taxes due under this Agreement and comply with NCGS Chapter 105. If eligible, the Contractor and all subcontractors 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 NCGS 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

14. Records. All materials, reports, etc. generated pursuant to this Agreement shall at all times remain the property of Rowan County, with copies of all such materials, reports, etc. being provided to Rowan County in a timely manner. It is further understood that some materials may be subject to NC Public Records laws, and any request for documents pursuant to such shall be processed through Rowan County prior to their release.

15. Repair of Damages. The Provider shall promptly and fully repair any damages that it or its employees or agents cause to the County's property. Alternatively, the County may choose in its discretion to require the Provider to fully compensate the County for any such damages rather than have the Provider repair them.

16. Titles and Headings. Titles and headings used in this Agreement are for convenience only and do not limit or modify the language within each section of this Agreement.

17. Non-Assignment. The Provider may not assign its rights or obligations under this Agreement, nor may it sub-contract any part of this Agreement, without written approval from the County.



18. Notices. Any notice or communication to the County or the Provider for purposes of this Agreement shall be delivered or shall be deposited in the United States Mail, first class, addressed to the addressee in Section E of the attached Exhibit A, the Contract Specifications.

19. Number and gender. This Agreement's use of singular, plural, masculine, feminine, and neuter pronouns shall include the others as the context may require.

20. Exhibit A. To the extent of a conflict between the above language of this Agreement and the attached Exhibit A (the Contract Specifications), the above language of this Agreement will control.

IN WITNESS WHEREOF, the County and the Provider have caused this Agreement to be executed as of the Effective Date.

THE COUNTY

BY: \_\_\_\_\_

Name: Aaron Church

Title: County Manager

THE PROVIDER

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

CONTRACT SPECIFICATIONS

- A. Services To Be Performed By The Provider. Provide material, labor, and one mobilization to repair/refurbish the Gold Medal Safety padding at the Rowan County Detention Center, 115 W Liberty Steet, Salisbury, NC 28144. This contract is limited to refinishing the repaired area only unless noted otherwise. As such, the topcoats of finished material may not be an exact match to existing topcoats in the facility. Rowan County will provide a dumpster for disposal of the removed safety padding. The scope of work entails lower-level and upper level of padded cell.
- B. Term of the Agreement. To be completed by June 30, 2023.
- C. Payment to the Provider. Paid met 30 after receiving invoice in the amount of \$10,349.00.
- D. E-Verify. North Carolina General Statutes prohibit counties from entering into contract with contractors and subcontractors who have not complied with the requirement of Article 2 of Chapter 64 of the NC General Statutes. When required by law, the Contractor must submit the E-Verify Affidavit with bid proposals and/or contracts.
- E. Insurance. During this Agreement's term, the Provider shall maintain worker's compensation insurance as required by North Carolina law to cover all of the Provider's employees engaged in any work under the Agreement. The Provider shall also maintain the following insurance to cover its performance under this Agreement during the Agreement's term:
- General commercial liability in the amount of \$500,000 per occurrence / \$1,000,000 aggregate with County listed as additional insured.
  - Workers' Compensation in the amount of \$500,000 employer's liability
  - Automobile liability covering all owned, hired, and non-owned vehicles used in connection with this Agreement. The minimum combined single limit shall be \$1,000,000 for bodily injury and property damage; and, \$1,000,000 uninsured/underinsured motorist coverage.
- E. Contact Information.



THE COUNTY

THE PROVIDER

AARON CHURCH,  
COUNTY MANAGER  
130 West Innes Street  
Salisbury, NC 28144  
Telephone: 704-216-8180

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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: \_\_\_\_\_

Title: County Manager

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
(Signature of County Finance Officer)

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Amy-Lynn Albertson  
**DATE:** 2/20/2023  
**SUBJECT:** 4H NRA Grant for Shooting Sports Clubs

---

The Rowan County 4-H program has been awarded a grant from the NRA Foundation Board of Trustees.

The grant award is for \$384.00 to be used for the purchase of shooting clay targets for the Rowan County 4-H Shooting Sports Program. In addition the award includes 5 cases of 22 Rifle ammunition (500 count), Six cases of 12 gauge shotgun shells(250 count), and Five cases of 20 gauge shotgun shells (250 count). We are requesting the Rowan County Board of Commissioners approve us to accept this award.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Award Letter	2/20/2023	Cover Memo





HELP

# Finished

Please review your order, and make sure to print for your records.

## 6 Finished

Organization: Rowan County 4-H Shooting Sports (NC)  
Grant Reference Number: 23NCW068  
Claimed Date: 02-14-2023



Print >

## Merchandise Award

ITEM DESC.	QTY REQUESTED	QTY AWARDED	STATUS	ADDRESS TYPE
Winchester Heavy Target 12 Gauge Shotgun Shells, #8 Shot, 1-1/8 Oz. (250 Count)	11	6	Partially Awarded	Freight

ITEM DESC.	QTY REQUESTED	QTY AWARDED	STATUS	ADDRESS TYPE
Winchester 20 Gauge Shotgun Shells, #8 Shot, 7/8 Oz. (250 Count)	10	5	Partially Awarded	Freight
CCI 22LR Standard Velocity 40 Grain (5,000 Count)	5	2	Partially Awarded	Standard

## Monetary Award

ITEM DESC.	AMT REQUESTED	AMT AWARDED	STATUS
Clay Targets (Half Pallet)	\$384.00	\$384.00	Fully Awarded

Expected Grant Value: \$2,300.00

**Confirmation Email Address:** lahoffne@ncsu.edu

---

### Check / Mailing Address

**Name:** Laura Allen

**Address:** 2727 OLD CONCORD RD STE A

**State:** NC

**Phone:**

**Business Name:**

**City:** SALISBURY

**Zip:** 281468388

---

### Standard Shipping

**Name:** Laura Allen

**Address:** 2727 OLD CONCORD RD STE A

**State:** NC

**Phone:** 7042168970

**Business Name:** Rowan County 4H

**City:** SALISBURY

**Zip:** 281468388

---

### Freight Address



**Name:** Laura Allen**Address:** 2727 OLD CONCORD RD STE A**State:** NC**Phone:** 7042168970**Business Name:** Rowan County 4H**City:** SALISBURY**Zip:** 281468388**Hours of Operation:**

MON: 8AM - 5PM

TUE: 8AM - 5PM

WED: 8AM - 5PM

THU: 8AM - 5PM

FRI: 8AM - 5PM

**PRINT**

Please review your order, and make sure to print for your records.

## Progress

- 1 Award Summary
- 2 Monetary Award
  - Monetary Award (Cont'd)
- 3 Merchandise Award
  - Shipping Information
  - Review Shipping
  - Shipping Payment
- 4 Recognition

5 Reminder

6 Finished

For questions contact the grant department at 1-800-554-9498 or [grantprogram@nrahq.org](mailto:grantprogram@nrahq.org).

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11250 Waples Mill Road, Fairfax, VA 22030



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Amy-Lynn Albertson  
**DATE:** 2/20/2023  
**SUBJECT:** Cooperative Extension/ Robertson Foundation Grants

---

The Rowan County 4H Program would like to apply for a Blanche & Julian Robertson Foundation Grant for \$40,000.00 to assist in the purchase of a 15 passenger van. The 4H program has spent over \$5000.00 in rental vehicles since 2021 to transport youth to state and regional events. As the program continues to grow and teen youth participation increases, we do not see this cost going down.

The Rowan County Cooperative Extension and the Rowan County Master Gardener Volunteers would like to apply for \$6000.00 grant from the Blanch and Julian Robertson Foundation to have a professional Permaculture Landscape Design drawn for the new demonstration/community gardens at West End Plaza where the new Ag Center will be. The Rowan Master Gardeners have committed \$3000.00 of their fundraiser monies towards this project. A rendered design will assist Extension in applying for other grants to further complete the project "Asphalt to Gardens".

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
4H Robertson Grant	2/20/2023	Cover Memo
Extension Robertson Grant	2/20/2023	Cover Memo

**Application Summary of: Rowan County 4H | Allen, Laura****Program Name:** 15-passenger van for Rowan County 4-H travel

Organization Information	
<b>Organization Information</b>	
*Organization Name:	Rowan County 4-H
<b><u>Mailing address:</u></b>	
*Street Address	2727-A Old Concord Road
*City:	Salisbury
*State:	North Carolina
*Zip:	28115
*Telephone:	704-216-8970
Fax:	
Web Address:	rowan.ces.ncsu.edu
<b>Application Contact Information</b>	
*Salutation:	Mrs.
*Contact First Name:	Laura
*Contact Last Name:	Allen
*Title:	Rowan County 4-H Agent
*Telephone:	704-216-8970
*Email Address:	lahoffne@ncsu.edu
*Is the contact person listed above also the Executive Director?	No



Organization Information	
*Executive Director First Name:	Amy-Lynn
*Executive Director Last Name:	Albertson
<hr/> <h2>Organization Status</h2> <hr/>	
*Is the organization a tax exempt charitable organization 501(c)3:	No
<u>Is your organization a:</u>	
*Government tax-exempt unit:	Yes
*Accredited educational Institution:	Yes
*What are the current Assets of the organization?	4-H: \$29,273.25 (county); \$5,551 (NCSU foundation account; \$17,961.08 (NCSU endowment that can't be touched)
*Does your organization conduct an audit?	Yes
*What is your most recent audit date?	12/01/2022
*What is your annual operating budget?	\$10,000
*List your income from the previous fiscal year:	\$21,273.82
*List your expenses from the previous fiscal year:	\$24,791.37

Project Request Information	
<hr/> <h2>Project Request Information</h2> <hr/>	
*Project Title:	15-passenger van for Rowan County 4-H travel
*Grant request amount:	\$40,000.00
*Total Project Budget :	\$61,111.31
*Start date:	6/01/2023
*Completion date:	12/31/2023
*Provide a brief project summary (Max words 50):	Rowan County 4-H transports youths to 4-H events at the county, district, state,

## Project Request Information

and national levels. As participation has increased, vehicles are having to be rented multiple times a year to transport 4-H'ers. Rowan County 4-H is seeking a matching funds grant to purchase a 15-passenger van to transport 4-H'ers.

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

Objective 1: To extend the opportunity for 4-H'ers to travel for county level 4-H programming and to 4-H events at the district, state, and national levels.

Objective 2: To gain a matching funds grant to purchase a 15-passenger van that can be housed at the Extension office for 4-H transportation.

Rowan County 4-H offers programs and events for Rowan youths ages 5-18. In 2019, we saw growth in the 4-H program, and then with the onset of Covid in 2020, opportunities became virtual. In 2022, we experienced a "normal" year in 4-H again, and our participation grew substantially. In 2023, we are already seeing continued growth. Parents want to provide their children with in-person experiences to learn life skills, interact with their peers, and travel and experience 4-H opportunities at levels beyond Rowan County. With interest in 4-H opportunities offered at county, district, state, and national levels, a better form of transportation has become a need. Currently, our Extension office has a county-owned Ford Explorer, which can haul seven people at capacity. For day trips with a few attendees and no luggage, this is feasible transportation. In the last year, participation has increased for 4-H events where there is not enough space for participants and/or luggage in the Ford Explorer. Numerous vehicles have been rented to accommodate our needs, and we are to the point where we need a larger



vehicle to continue to provide these opportunities in a more cost-effective way.

Recent examples of 4-H opportunities where transportation was rented include:

-2022 4-H Camp at Betsy-Jeff Penn in Reidsville, NC (6 days, 5 nights): 17 youths + 1 adult, vehicle rental cost: \$1700

-2022 4-H Congress in Raleigh, NC (5 days, 4 nights): 7 youths + 1 adult, vehicle rental cost: \$666.56

-2022 National 4-H Poultry Judging in Louisville, Kentucky (4 days, 3 nights): 4 youths + 2 adults, vehicle rental cost: \$384.97

-2023 South Central District Winter Enrichment (weekend day trip to Monroe, NC): 14 youths + 1 adult, vehicle rental cost: \$326.56

In one year, the Rowan County 4-H program spent over \$3,000 in transportation rental costs. Based on current participation and program interest, I anticipate that this cost will increase in 2023. All Rowan County 4-H funds are acquired from fundraising, donations, grants, and/or parental fees and we are quickly using these funds to transport youths, though we have many other expenses. I do not want to charge 4-H'ers for expensive transportation costs or limit participation to 2-5 youths that can fit in a Ford Explorer; thus a matching funds grant will help us acquire a 15-passenger van for future transportation needs.

Additionally, we can begin offering 4-H Summer Fun programs that require transportation as we tour county farms, agribusinesses, research facilities, and more. Currently, we must have all of

## Project Request Information

our summer programs at one location and cannot transport youths for offsite programming. We hope to help local youths experience new aspects of our county through 4-H programs once we have a 15-passenger van.

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

Rowan County 4-H does not annually receive program funding through the state or county and must seek funds through fundraisers and grants. However, we have contacted the county government about this particular project and were told to add it to our Cooperative Extension budget for the 2023 year to help with the "matching funds" part of this grant. We are hopeful that the county will cover the remaining costs of this vehicle in partnership with this grant. If the county does not come through with the full amount of remaining costs, the 4-H program plans to seek donations locally and/or conduct a specific fundraiser to raise the remaining needed funds. Though I haven't hit the bulk of my 4-H expenses for this year yet, I will have a little bit of money in my 4-H account that I can also use to help with vehicle costs if needed.

\*Are you willing to make this grant application a Challenge Grant (where by 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

\*What percentage of your annual budget is spent in Rowan County?

50%

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

0%

\*Will local vendors be used for the project?

No

\*If no, please explain:

In order to purchase this vehicle, we are required to use the Rowan County government approved list of vendors for



Project Request Information	
	vehicle purchases. Each of these vendors gives a discount because the county is a part of the North Carolina Sheriffs' Association, enabling us to get a better price. Unfortunately, none of these vendors are in Rowan County, but as a governmental entity, we are required to purchase from this list of vendors.
*How many people do you employ?	7
*What percentage of your employees live in Rowan County?	57%
*How many people will be impacted by your project?	100
*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.	This year after the purchase of the 15-passenger van, at least forty 4-H'ers will be transported in the van, with no transportation costs being incurred by 4-H families or the 4-H program.
*Do you have another measurable result you expect to accomplish with this grant?	No
*How do you plan to fund this project in the future? Explain your sustainability plan (Max words 100):	This will be a one-time purchase of a 15-passenger van. The Cooperative Extension budget will include gas expenses and vehicle maintenance needs (funding provided by county government) so that this van can be utilized for many years.

Organization Overview	
<hr/> <b>Organization Overview</b> <hr/>	
*Organization mission:	4-H empowers youth to reach their full potential working and learning in partnership with caring adults. 4-H is a youth organization committed to

## Organization Overview

building citizen leaders with marketable skills to succeed in today's global society. 4-H provides pathways for youth to view learning as relevant to the world around them, to connect with their communities, and to become intentionally concerned and contributing citizens of their communities and the state of North Carolina. The 4-H Program strives to produce transformational experiences for youth by designing, implementing, and evaluating educational programs that blend high content opportunities and high context environments. This blending toward high content and high context growth experience focuses on empowering personal knowledge, attitude, skill, and aspiration growth in the individual youth by encouraging personal action in response to individual challenges. Individual youth are empowered to grow "life skills" to become active citizen leaders in their clubs, friendship groups, families, schools, and communities. 4-H focuses on youth development practices which recognize the worth and dignity of every individual, and the belief that the development of life skills enables young people to become caring, coping, competent, and contributing citizen leaders who will build strong foundations for our future.

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

Rowan County 4-H serves Rowan youths ages 5-18 (as of January 1). 4-H programs are offered via clubs and county level programs, with opportunities for higher level 4-H participation. 4-H is available to all Rowan youths. We also work with the county's public, private, charter and home schools.

## Organization Overview

\*Organization core services (100 words max):

-Community Based Youth Educational Programs: focusing on current and emerging youth needs, strengthening life skills, encouraging volunteerism, growing youth/adult partnerships and being inclusive of all audiences.

-High Quality Delivery Modes: impacting youth through research and best practice based curricula and learning styles that are experiential and engaging.

-Personal Growth and Development: promoting lifelong learning in youth, volunteers and professionals resulting in highly-motivated, well-trained visionary and competent individuals.

-Partnerships and Resource Development: exemplifying good resource stewardship and strategic thinking and building effective partnerships.

-Volunteer Engagement and Development: recruit, retaining and supporting diverse youth and adult volunteers.

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

Rowan County 4-H does not receive direct government funding for programming from the county or state. 4-H program money is acquired through fundraising, donations, and/or grants. Parents help offset costs for 4-H events, though 4-H still pays a substantial portion for 4-H programs and events. Recently, expensive vehicle rentals for the 4-H program have been funded through the 4-H account, which is not sustainable. With limited funding available and given that our funding needs extend beyond just transportation, we are in desperate need of a 15-passenger van for transporting youths to 4-H events. This



## Organization Overview

will reduce 4-H program transportation costs and prevent parents from soon incurring transportation fees. As a county government entity, we have talked to the county government and they know about the need for a van. We were instructed to put the van in our Cooperative Extension budget for the 2023-2024 fiscal year so that the county can assist in paying the remaining costs as part of this "matching funds" grant. This van will be used by Rowan youths from all backgrounds, whose families often have limited budgets and cannot afford to pay transportation costs. The van purchased through this grant will provide local youths with opportunities to travel through 4-H, enabling them to experience opportunities to learn more about our county & state, agriculture, leadership, various cultures, and more.

Laura Allen, Rowan County 4-H Agent, will lead this project. Her role is to lead and manage the entire 4-H program in Rowan County. Laura has a bachelor's and master's degree in Agricultural Education. She had nearly 10 years of experience as an agriculture teacher/FFA advisor in the Rowan-Salisbury School System before becoming the 4-H Agent, an employee of Cooperative Extension, in May 2018.

\*Do you need licensing, zoning, or other regulatory approval to conduct the project?

No

\*Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?

Yes

\*Year:

2022

\*Grant amount:

\$2,200.00

\*Project:

4-H & FCS Sewing Workshops

\*Add another Grant year?

Yes

Organization Overview	
*year:	2021
*Grant amount:	\$1,700.00
*Project:	4-H Electric Program
*Add another Grant year?	No
<hr/> <h2>Project Impact</h2> <hr/>	
*What is the main area of impact for your grant? Choose one:    Children/Youth and Families	

Attachments	
<hr/> <h2>Attachments</h2> <hr/>	
<b>Please upload the following documentation in support of your application:</b>	
*Current list of Board of Directors or Board of Trustee: (Please identify Gender & Race)	<a href="#">Advisory Council.pdf</a>
*Recent 990 Form or financial report:	<a href="#">Rowan - 2022 Annual Comprehensive Financial Report.pdf</a>
*IRS 501 (c) 3 or appropriate tax determination status letter:	<a href="#">W-9 County of Rowan 2023.pdf</a>
*Project budget:	<a href="#">Budget for 15-passenger matching funds grant.pdf</a>
*Organization's annual budget for current fiscal year, including income and expenses:	<a href="#">Current Fiscal Year Income &amp; Expenses.pdf</a>
*Organization's annual budget for the previous year, including income and expenses:	<a href="#">Previous Fiscal Year income &amp; expenses.pdf</a>
Please submit any pictures that correlate with your project:	<a href="#">Pictures related to grant 2023.pdf</a>

Certification	
<hr/> <h2>Certification</h2> <hr/>	
*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	Yes

## Certification

to the best of your knowledge and the project and schedule as presented will be addressed:

\*Signature of Representative requesting grant:

Laura Allen 2/16/2023 1:18 PM

Document Title	Question	Size (KB)	Date Uploaded
<a href="#">Current Fiscal Year Income &amp; Expenses.pdf</a>	ATAnnual budget for current fiscal year	440.23	2/16/2023 1:13 PM
<a href="#">Previous Fiscal Year income &amp; expenses.pdf</a>	ATAnnual budget for the previous year	438.41	2/16/2023 1:13 PM
<a href="#">W-9 County of Rowan 2023.pdf</a>	ATAppropriate tax determination status	150.41	2/07/2023 3:14 PM
<a href="#">Advisory Council.pdf</a>	ATCurrent list of Board of Directors	53.31	2/07/2023 1:55 PM
<a href="#">Pictures related to grant 2023.pdf</a>	ATPlease submit any pictures	459.07	2/07/2023 1:55 PM
<a href="#">Budget for 15-passenger matching funds grant.pdf</a>	ATProject budget	439.03	2/07/2023 11:58 AM
<a href="#">Rowan - 2022 Annual Comprehensive Financial Report.pdf</a>	ATRecent 990 Form	3819.36	2/07/2023 12:03 PM



☐ Please check the check-box to confirm that you have reviewed your The Blanche and Julian Robertson Family Foundation 2023 Grant Cycle application, then click “Submit”. You will not be able to update it after it is submitted.

Submit

Cancel & Exit

[Print](#)

**Application Summary of: Rowan County Cooperative Extension | Albertson, Amy-Lynn**  
**Program Name: Asphalt to Gardens**

#### Organization Information

#### Organization Information

\*Organization Name: Rowan County Cooperative Extension

#### **Mailing address:**

\*Street Address 2727-A Old Concord Road

\*City: Salisbury

\*State: North Carolina

\*Zip: 28146

\*Telephone: 704-216-8970

Fax: 704-216-8995

Web Address: rowan.ces.ncsu.edu

#### Application Contact Information

<b>Organization Information</b>	
*Salutation:	Ms.
*Contact First Name:	Amy-Lynn
*Contact Last Name:	Albertson
*Title:	County Extension Director
*Telephone:	704-216-8970
*Email Address:	alalbert@ncsu.edu
*Is the contact person listed above also the Executive Director?	Yes
<hr/> <b>Organization Status</b> <hr/>	
*Is the organization a tax exempt charitable organization 501(c)3:	No
<b><u>Is your organization a:</u></b>	
*Government tax-exempt unit:	Yes
*Accredited educational Institution:	Yes
*What are the current Assets of the organization?	\$7888.00
*Does your organization conduct an audit?	Yes
*What is your most recent audit date?	12/01/2022
*What is your annual operating budget?	14,000.00
*List your income from the previous fiscal year:	\$16,135.00
*List your expenses from the previous fiscal year:	\$20,302.00

<b>Project Request Information</b>
<hr/> <b>Project Request Information</b> <hr/>

Project Request Information	
*Project Title:	Asphalt to Gardens
*Grant request amount:	\$6,000.00
*Total Project Budget :	\$250,000.00
*Start date:	3/01/2023
*Completion date:	6/30/2025
*Provide a brief project summary ( <i>Max words 50</i> ):	Rowan Cooperative Extension with Rowan County Extension Master Gardener Volunteer Program wants to build a sustainable garden area for demonstration and community gardens in the 2 acres of the parking lot behind the new agricultural center at West End Plaza in Salisbury, using permaculture as a guiding principle.



## Project Request Information

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

The funds will be used for the design proposal for the gardens. Cooperative Extension and the Rowan County Master Gardeners want the gardens to be a destination garden site for plant lovers to visit when they come to Salisbury. We also want the gardens to be functional and beneficial for teaching, demonstration, and recreation in the surrounding neighborhoods. At the Current location of Cooperative Extension's offices at 2727 Old Concord Road in Salisbury, the Master Gardener Volunteers maintain and develop close to 1 acre of demonstration garden area. Pollinator gardens, sensory gardens, herb gardens, southern living gardens, and raised bed gardens are part of the landscape's demonstration portion. In addition, a beehive has been added, as well as bat houses. The Master Gardener Volunteers have spent the last 30 years fundraising to work towards improving the existing gardens. West End Plaza will double the area where Volunteers and Educators will have to work, allowing for community garden teaching and sharing with the educational expertise that Cooperative Extension can provide in gardening and healthy eating. We also see the potential for horticultural therapy work and creating ability gardens as well. We have asked for ability gardens to be a part of our design. We plan to plant trees, shrubs, and perennials to assist with runoff as rain gardens and swales. This is where permaculture principles become essential to our design process so that we look at the environment as a whole and how all the plants can work together to suit our urban situation best.

The 2020 census indicated that 36% of residents in this part of Salisbury are paying more than 30% of their income toward housing. Furthermore, the number of low-income households facing a severe cost burden for shelter is 49.71%. The Salisbury Parks and Recreation Master Plan for 2019 identified the West End Plaza area as a gap with no parks or greenway access within a half-mile. Many studies have shown that health benefits may be most substantial among disadvantaged groups in green spaces. The more green space in an area, the more residents experience a reduced stress level and better well-being than those with poorer green space availability. These gardens will provide green space and access to healthy food for those living in the West End Plaza Neighborhood. In the census block that the West End Plaza would serve, the poverty rate is 23%, and unemployment is 10%. Fifty-two percent of the housing is renter-occupied, with a median household income of \$44,723. In Rowan County, food insecurity affects 20.6% of our children. These households are likely to utilize local food banks for nutritional needs. Community gardens help families reduce pandemic-related economic losses by supplementing their diets with nutritious foods. The community gardens at West End Plaza will serve as a food source and a place for community socialization. Cooperative Extension has an Expanded Food and Nutrition Educator who will work directly with participants in the garden on how to prepare healthy meals with garden produce.

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

As part of the base plan for renovations to the West End Plaza to become an Ag center, Rowan County has committed \$30M towards this project. Most of those funds are toward the renovation of the building, but the removal of the asphalt is part of the base plan as the installation of base irrigation. The Master Gardener Volunteers have committed \$3,000.00 towards this project as of January 2023 for the design and planning phases.

Cooperative Extension is applying for various grants to support the installation and implementation of the plan.

Project Request Information	
*Are you willing to make this grant application a Challenge Grant (where by 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.	We feel it is vital to have the design in hand in order to apply for other grants to show other funders what the finished project will look like. Right now we have a subjective idea in place but we would like to have renderings with a solid budget plan to use for future grant proposals.
*What percentage of your annual budget is spent in Rowan County?	90%
*What percentage of your Grant project budget will be spent in Rowan County?	50%
*Will local vendors be used for the project?	No
*If no, please explain:	We want to work with a design firm that specializes in permaculture. Sow Permaculture is a part of the Greensboro Permaculture Guild and came highly recommended.
*How many people do you employee?	7
*What percentage of your employees live in Rowan County?	85%
*How many people will be impacted by your project?	140000
*What is a measurable result you expect to accomplish with this grant? Please be specific in your reply.	<p>The gardens will provide green space to Salisbury/Rowan County residents living near West End Plaza.</p> <p>The gardens will allow more fresh fruits and vegetables in the diets of those near the West End Plaza. Cooperative Extension will provide nutrition education for those participating in the community gardens and general gardening education. Cooperative Extension would like to partner with other agencies to use the parks for horticultural therapy. DayMark is next door to where the gardens will be built and would be a great partner.</p>
*Do you have another measurable result you expect to accomplish with this grant?	No
*How do you plan to fund this project in the future? Explain your sustainability plan ( <i>Max words 100</i> ):	Once the gardens are established, maintenance of the gardens will be kept up by the Rowan County Master Gardener Volunteers and the Rowan County Cooperative Extension Program. The Rowan County, Master Gardeners Volunteers, fundraise annually and volunteer labor in the gardens. Cooperative Extension will use the gardens as part of its teaching program, and maintenance and repair of the gardens will be part of the annual county budget process.

<div>Organization Overview</div>	
<div>Organization Overview</div>	
<div>*Organization mission:</div>	<div>NC State Extension extends research-based knowledge to all North Carolinians, helping them transform science into everyday solutions that improve their lives and grow our state.</div>
<div>*What is the geographic service area being served, such as neighborhood, county-wide, Salisbury area, etc.? (50 words max)</div>	<div>We serve all the residents of Rowan County, and North Carolina.</div>
<div>*Organization core services (100 words max):</div>	<div>We are the trusted, go-to resource for connecting research and education to the communities, economies and families of our state, creating prosperity for all North Carolinians.</div> <div>Core Services: Agriculture and Food, Health and Nutrition, 4H and Youth Development.</div>
<div>*Address the qualifications of the organization and the person or persons who will lead this project:</div>	<div>Amy-Lynn Albertson is the County Extension Director for Rowan County Cooperative Extension</div> <div>MS Horticulture University of Tennessee 2001</div> <div>22 years experience as Horticulture Extension Agent for NC Cooperative Extension</div> <div>Coordinating and leading successful Master Gardener Volunteer Program</div> <div>7 years experience as County Extension Director for Rowan County revitalizing Rowan County Voluntary Agricultural District</div> <div>the adoption of the Rowan County Working Ag Lands Plan 2023</div> <div>project leader for the West End Plaza Ag Center move</div> <div>Rowan County Master Gardener Extension Volunteers</div>
<div>*Do you need licensing, zoning, or other regulatory approval to conduct the project?</div>	<div>No</div>
<div>*Have you received a grant from The Blanche and Julian Robertson Family Foundation in the last 3 years?</div>	<div>No</div>
<div>Project Impact</div>	
<div>*What is the main area of impact for your grant? Choose one:</div>	<div>Education</div>



## Attachments

## Attachments

### Please upload the following documentation in support of your application:

*Current list of Board of Directors or Board of Trustee: <i>(Please identify Gender &amp; Race)</i>	2023 Rowan County Cooperative Extension Advisory Council.docx
*Recent 990 Form or financial report:	Rowan - 2022 Annual Comprehensive Financial Report.pdf
*IRS 501 (c) 3 or appropriate tax determination status letter:	W-9 County of Rowan 2023.pdf
*Project budget:	ROWAN COUNTY COOPERATIVE EXTENSION (1).pdf
*Organization's annual budget for current fiscal year, including income and expenses:	Budget2023.pdf
*Organization's annual budget for the previous year, including income and expenses:	FY22Budget.pdf
Please submit any pictures that correlate with your project:	WestEndPlazaGardens.pdf

## Certification

## 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

\*Signature of Representative requesting grant:

Amy-Lynn Albertson 2/20/2023 1:35 PM

Document Title	Question	Size (KB)	Date Uploaded
Budget2023.pdf	ATannual budget for current fiscal year	224.71	2/20/2023 12:58 PM
FY22Budget.pdf	ATannual budget for the previous year	243.96	2/20/2023 1:34 PM
W-9 County of Rowan 2023.pdf	ATappropriate tax determination status	150.41	2/20/2023 12:58 PM

2023 Rowan County Cooperative Extension Advisory Council.docx	ATCurrent list of Board of Directors	13.8	2/20/2023 12:58 PM
WestEndPlazaGardens.pdf	ATPlease submit any pictures	2931.8	2/18/2023 11:48 AM
ROWAN COUNTY COOPERATIVE EXTENSION (1).pdf	ATProject budget	241.58	2/18/2023 11:46 AM
Rowan - 2022 Annual Comprehensive Financial Report.pdf	ATRecent 990 Form	3819.36	2/20/2023 12:58 PM

☐ **Please check the check-box to confirm that you have reviewed your The Blanche and Julian Robertson Family Foundation 2023 Grant Cycle application, then click “Submit”. You will not be able to update it after it is submitted.**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Church, County Manager  
**DATE:** 3/6/23  
**SUBJECT:** Rowan Transit New Facility

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**ATTACHMENTS:**

**Description**

Proposal

**Upload Date**

2/22/2023

**Type**

Cover Memo





February 17, 2023

Aaron Church, County Manager  
Rowan County  
130 W. Innes Street  
Salisbury, NC 28144

Subject: Rowan County Transit System, New Facility  
Architectural and Engineering Design Services

THE BOGLE FIRM is pleased to provide architectural and engineering services for the proposed new office facility for Rowan County Transit System at 2726 Old Concord Road, Salisbury. This work will be based on the final approved schematic design from our preliminary services.

Services provided for this preliminary work fee include:

- 1) Finalize Site Schematic Layout, confirm with Owner
- 2) Construction Document package including
  - a. Life Safety Plan, Appendix B code summary, occupancy counts, egress analysis
  - b. Building plans, elevations, sections, door/finish schedules, and details
  - c. Civil engineering for site grading, parking, utility, stormwater control plans and details.
  - d. Structural, Plumbing, Mechanical, and Electrical engineering
  - e. Construction detailing necessary for a competent, licensed General Contractor to bid and perform the defined project
- 3) Interface with Rowan County for Plan Reviews and Permitting
- 4) Public Bidding
- 5) Construction Administration including a minimum of ten (10) site visits for construction progress review and pay application submissions/reviews/approvals.
- 6) Punchlist inspection near completion of project

We propose to perform this work for a fixed fee of \$46,800 for Architectural, Civil, Structural, Plumbing, Mechanical, and Electrical Engineering. This fee includes consulting engineering services from King Engineering (civil), Solid Rock Structural, GAR Engineering (PME). These fees for service do not include engineering for Fire Suppression or Data/Security. Fire suppression is not a building code requirement for this facility. Data/Security will be provided directly by Rowan County.

Service provided for this total fee include architectural and engineering design, NC Building Code analysis and compliance, submittals to Rowan County Inspections, and Rowan County Fire Marshal, construction drawings and specifications, public bidding, and construction administration.

Expected reimbursable costs for this project include plan review fees and plotting of final construction documents. This plotting will likely be performed by an outside reprographics company and will be billed to you with no mark-up from our office. Requested additional sets, if plotted in our office, will be charged at \$2.50 per drawing sheet.

If this is acceptable, please sign below and initial the attached Standard Terms and Conditions and Office Rate Sheet. I will prepare a full AIA B104 contract that reflects the terms described in this letter. Please do not hesitate to contact me if you have questions.

In your service,

Pete Bogle, AIA, LEED-AP  
Principal • NC License 10100  
The Bogle Firm *Architecture*

---

Aaron Church  
County Manager  
Rowan County

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director  
**DATE:** 03/06/2023  
**SUBJECT:** Budget Amendments

---

Please see attached budget amendments.

Approve attached budget amendments.

**ATTACHMENTS:**

**Description**

budget amendments

**Upload Date**

2/23/2023

**Type**

Budget Amendment

### MENTAL REQUEST FOR BUDGET ACTION

### EXPLANATION IN DETAIL

Reviewed

[illegible]

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <u>✓</u>	Approved: _____	Budget Revision # <u>08-291</u>
Disapproved: _____	Disapproved: _____	Date Posted: _____
Amended: _____	Amended: _____	Group Number: _____
Date: <u>02/10/2023</u>	Date: _____	Posted by: _____
Signature: <u>[Signature]</u>	Signature: _____	Approved by: _____

Anna F. Bumgarner

Feb 17, 2023



# Division of Public Health Agreement Addendum FY 22-23

Page 1 of 2

Rowan County Public Health  
Local Health Department Legal Name

Epidemiology / Communicable Disease  
DPH Section / Branch Name

551 TB Control  
Activity Number and Description

Daniela Ingram, 919-755-3182  
daniela.ingram@dhhs.nc.gov  
DPH Program Contact  
(name, phone number, and email)

06/01/2022 – 05/31/2023  
Service Period

DPH Program Signature  
Date  
(only required for a negotiable Agreement Addendum)

07/01/2022 – 06/30/2023  
Payment Period

☐ Original Agreement Addendum  
☒ Agreement Addendum Revision # 2

I. **Background:**  
No change.

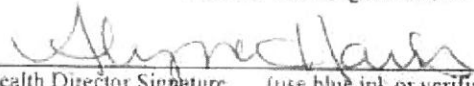
II. **Purpose:**  
This Agreement Addendum Revision #2 provides additional funding to local health departments, as North Carolina received Ukraine Supplemental Funds to enhance screening and treatment for active tuberculosis disease (TB) and latent TB infection (LTBI), as described in Section III below.  
(Background and resources can be found at <https://www.cdc.gov/tb/programs/unitingforukraine.htm> and <https://www.cdc.gov/tb/publications/letters/2022/unitingforukraine-dcl.html>.)

Counties receiving this funding are expected to receive Ukrainian refugees and humanitarian parolees coming specifically through the Uniting for Ukraine (U4U) program based on supporter applications as submitted to the United States Department of Homeland Security.

III. **Scope of Work and Deliverables:**

*As of February 1, 2023, this Agreement Addendum Revision #2 adds Paragraph 11, as follows:*

11. Address the Local Health Department's increased caseload due to Ukrainian refugees and humanitarian parolees by expanding TB-related services in the county such that the Local Health Department:
- a. Provides more diagnostic testing, including but not limited to chest x-rays and interferon gamma release assay (IGRA);
  - b. Increases travel associated with providing directly observed therapy (DOT) or conducting contact investigations; or

  
Health Director Signature (use blue ink or verifiable digital signature)

02/01/2023  
Date

LHD to complete:  
(For DPH to contact in case  
follow-up information is needed)

LHD program contact name:

Phone and email address:

Angela Worley  
(704) 216-3881 ; angela.worley@rowancountync.gov

Signature on this page signifies you have read and accepted all pages of this document. Template rev August 2021

- c. Actively promotes treatment initiation and completion for latent TB infection (LTBI), in order to prevent future transmission of TB in the community.
- d. Provides services associated with linguistic assistance in the form of bilingual interpreters or translation of educational material. Additionally, the translated educational material shall be shared with the TB program.

IV. Performance Measures / Reporting Requirements:

No change.

V. Performance Monitoring and Quality Assurance:

No change.

VI. Funding Guidelines or Restrictions:

No change.

FY23 - FAS  
federal award  
supplement

Activity Nbr + Name:

551 TB Control

FAS Number + Reason:

4

This FAS is accompanying an AA+BE or an AA Revision+BE Revision.

CFDA Nbr + Name:

93.116

Project Grants and Cooperative Agreements for Tuberculosis Control Programs

Is award R&D? NO

FAIN:

NU52PS910218

IDC rate: n/a

Fed awd total amt: \$

815,514

Fed award project description: NC's TB Elimination and Laboratory Project

Fed awd date - awarding agency: 01-30-23 HHS, Centers for Disease Control and Prevention

Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UEI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	FSVHYUJ13NC5	\$ 2,770	\$ 4,294	Jackson	X7YWWY6ZP574	\$ 2,175	\$ 3,285
Albemarle	WAAVS51PNMK3	\$ 16,910	\$ 18,698	Johnston	SYGAGEFDHYR7	\$ 2,770	\$ 25,993
Alexander	XVEEJSNY7UX9	\$ 2,000	\$ 2,050	Jones	HE3NNNUE27M7	\$ 2,000	\$ 2,050
Anson	PK8UYTSNJCC3	\$ 2,000	\$ 2,050	Lee	F6A8UC99JWJ5	\$ 2,770	\$ 4,241
Appalachian	CD7BFHB8W539	\$ 6,700	\$ 9,803	Lenoir	QKUFL37VPGH6	\$ 2,035	\$ 29,466
Beaufort	RN1SXF4DLXN6	\$ 2,210	\$ 3,523	Lincoln	UGGQGS5K8GJ5	\$ 3,050	\$ 4,785
Bladen	TLCTJWDJH1H9	\$ 2,000	\$ 2,050	Macon	LLPJBC6N2LL3	\$ 2,280	\$ 3,493
Brunswick	MJBMLN9NJ75	\$ 2,350	\$ 3,769	Madison	YQ96F8BJYTJ9	\$ 2,035	\$ 2,085
Buncombe	W5TCDKMLHE69	\$ 26,426	\$ 40,488	MTW	ZKK5GNRNBBY6	\$ 6,035	\$ 6,085
Burke	G855APCNLS91	\$ 2,175	\$ 3,488	Mecklenburg	EZ15XL6BMM68	\$ 34,231	\$ 94,756
Cabarrus	RXDXNEJ3JFU7	\$ 5,625	\$ 8,097	Montgomery	E78ZAJM3BFL3	\$ 2,000	\$ 28,378
Caldwell	HL4FGNJNGE97	\$ 2,070	\$ 2,120	Moore	HFNSK95FS7Z8	\$ 2,350	\$ 3,927
Carteret	UC6WJ2MQMJS8	\$ 2,140	\$ 2,190	Nash	NF58K566HQM7	\$ 2,070	\$ 24,713
Caswell	JDJ7Y7CGYC86	\$ 2,035	\$ 3,190	New Hanover	F77LT2GMEJE1	\$ 3,995	\$ 33,428
Catawba	GYUNA9W1NFM1	\$ 2,455	\$ 3,716	Northampton	CRA2KCAL8BA4	\$ 2,000	\$ 2,050
Chatham	KE57QE2GV5F1	\$ 2,000	\$ 2,050	Onslow	EGE7NBXW5J56	\$ 2,490	\$ 25,660
Cherokee	DCEGK6HA11M5	\$ 2,210	\$ 2,260	Orange	GFFMCW9XDA53	\$ 3,750	\$ 6,538
Clay	HYKLLQVNLXK7	\$ 2,000	\$ 2,050	Pamlico	FT59QFEAU344	\$ 2,000	\$ 2,050
Cleveland	UWMUJYMPVL483	\$ 2,455	\$ 4,137	Pender	T11BE678U9P5	\$ 2,560	\$ 25,361
Columbus	V1UAJ4L87WQ7	\$ 2,000	\$ 2,050	Person	FQ8LFJGMA8J4	\$ 2,105	\$ 3,313
Craven	LT22U8LZQ214	\$ 2,350	\$ 3,558	Pitt	VZNPMLFT5R6	\$ 2,420	\$ 30,219
Cumberland	HALND8WJ3GW4	\$ 3,960	\$ 28,236	Polk	QZ6BZPGLX4Y9	\$ 2,210	\$ 3,576
Dare	ELV6JG811QK6	\$ 3,260	\$ 5,311	Randolph	T3BUM1CVS9N5	\$ 2,105	\$ 3,313
Davidson	C9P5MDJC7KY7	\$ 2,210	\$ 3,471	Richmond	Q63FZNTJ3M4	\$ 2,000	\$ 23,538
Davie	L8WBGMLH2V39	\$ 2,000	\$ 2,050	Robeson	LKBEJQFLAAK5	\$ 2,000	\$ 23,538
Duplin	KZN4GK5262K3	\$ 2,035	\$ 24,626	Rockingham	KGCCCHJJZZ43	\$ 2,140	\$ 3,348
Durham	LJ5BA6U2HLM7	\$ 4,820	\$ 33,572	Rowan	GCB7UCV96NW6	\$ 2,175	\$ 3,278
Edgecombe	MAN4LX44AD17	\$ 2,000	\$ 21,738	Sampson	WRT9CSK1KJY5	\$ 2,035	\$ 28,413
Foothills	NGTEF2MQ8LL4	\$ 4,070	\$ 4,120	Scotland	FNVTUQGCHM5	\$ 2,140	\$ 3,401
Forsyth	V6BGVQ67YPY5	\$ 4,365	\$ 32,793	Stanly	UB6MZUYPL7C5	\$ 2,455	\$ 3,768
Franklin	FFKTRQCNN143	\$ 2,700	\$ 4,277	Stokes	W41TRA3NUN51	\$ 2,070	\$ 2,120
Gaston	QKY9R8ABD5J6	\$ 2,735	\$ 4,364	Surry	FMWCTM24C9J8	\$ 2,000	\$ 2,050
Graham	L8MAVKQJTYN7	\$ 2,000	\$ 2,050	Swain	TAE3M92L4QR4	\$ 2,000	\$ 2,050
Granv-Vance	MGQJ3KK22EJ83	\$ 4,000	\$ 4,050	Toe River	JUA6GAUQ9UM1	\$ 4,210	\$ 5,399
Greene	VCU5LD71N9U3	\$ 2,000	\$ 2,050	Transylvania	WS1VGHGM8945	\$ 2,105	\$ 3,313
Guilford	YBEQWGFJPMJ3	\$ 10,500	\$ 41,776	Union	LHMKBD4AGRJ5	\$ 19,600	\$ 30,501
Halifax	MRL8MYNJ3Y5	\$ 2,035	\$ 24,626	Wake	FTJ2WJPLWMJ3	\$ 31,676	\$ 90,989
Harnett	JBDCD9V41BX7	\$ 2,035	\$ 2,085	Warren	T1NAUSCNHSUS	\$ 2,000	\$ 2,050
Haywood	DQHZEAVV95G5	\$ 2,245	\$ 3,664	Wayne	DACFHCLQKMS1	\$ 2,070	\$ 24,661
Henderson	TG5AR81JLFQ5	\$ 5,695	\$ 9,010	Wilkes	M14KKHY2NNR3	\$ 2,000	\$ 2,050
Hoke	C1GWSADARX51	\$ 2,315	\$ 3,786	Wilson	ME2DJHMYWGS5	\$ 2,035	\$ 23,573
Hyde	T2RSYN36NN64	\$ 2,105	\$ 14,185	Yadkin	PLCDT7JFA8B1	\$ 2,000	\$ 2,050
Iredell	XTNRLKJLA4S9	\$ 5,380	\$ 8,010	Yancey	M45JK9AKVEZ8	\$ 2,000	\$ 2,019

UEI = Unique Entity Identifier

Federal Award Reporting Requirements for Pass-Through Agencies 2 CFR § 200.333

DFW 10-09-22 (ag)



[illegible]

50	Waplesburg	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0</
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Sign and Date - On program Administrator

APL 7/2/81

Sign and Date - JPH Budget Officer - ATC Coordinator

1/31/23

Figure 10.10 Data (D) from Figure 10.9

Size and Date - City Budget Officer

01.31.22

1/31/2023





# BA-08-291 - BOC 03-06

Final Audit Report

2023-02-17

Created:	2023-02-16
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcS-nmTlwKDpFMJmq4mPgOUKTASgST6pT

## "BA-08-291 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-16 - 4:43:56 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-16 - 4:44:40 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-17 - 2:24:56 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-02-17 - 2:24:56 PM GMT



**ROWAN COUNTY**

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COUNTY COMMISSIONERS

FROM: Social Services

EXPLANATION IN DETAIL:

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

Prepared by: Kelly Johnson  
Date: 2/13/2023

**BUDGET INFORMATION:**

[illegible]

Anna F. Bumgarner

Feb 19, 2023

## Project Expense Inquiry (Rowan County)

Close Search Browse Output Print Display PDF Email Email Schedule Attach Remodel Alert Detail Amount View View Changes Employee Detail View / An

### Project Expense Inquiry (Rowan County)

#### Project string

▲ Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
▲ Phase *	000	Do Not Report		
▲ Object *	583000	PROGRAM ACTIVITIES	Justification	
Sub-Task *	000	Do Not Report		
Name *	FOSTER CHILD REINVESTMENT FUND			
Short Name *	FC REIN FD			
Status	Active			
Projected date range	07/01/2017	to	06/30/2029	
Actual date range		to		
			Project Available Budget	Yearly
			<input checked="" type="checkbox"/> Include in budget check	
			Actual overhead rate	0.00 %
			Expense Type	

General Notes Comments

#### Project String Balances GL Accounts

	Project Year 2023	Project Year 2022	Project Year 2021	Project Year 2020
Original Budget	30,000.00	.00	.00	.00
Transfers - In	1,818,563.00	1,987,829.00	877,500.00	.00
Transfers - Out	.00	.00	.00	.00
Revised Budget	1,848,563.00	1,987,829.00	877,500.00	.00
Actual (Memo)	120,330.35	223,066.36	41,255.89	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	1,728,232.65	1,764,762.64	836,244.11	.00
Percent Used	6.51	11.22	4.70	0.00

## Project Funding Source Inquiry [Rowan County]

### Project Funding Source Inquiry [Rowan County]

#### Project string detail

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

Name *	FOSTER CHILD REINVESTMENT FUND	Projected date range	07/01/2017	to	06/30/2029
Short Name *	FC REIN FD	Actual date range		to	
Status	Active	Grant		<input checked="" type="checkbox"/> In-Kind	
		Budget Calc Method	Yearly		

#### Project String Balances Revenue Allocation GL Accounts

	Project Year 2023	Project Year 2022	Project Year 2021	Project Year 2020
Original Budget	.00	.00	.00	.00
Transfers - In	-83,800.00	-991,985.00	-877,500.00	.00
Transfers - Out	.00	.00	.00	.00
Revised Budget	-83,800.00	-991,985.00	-877,500.00	.00
Actual (Memo)	-660,600.00	-991,985.59	-1,037,100.00	.00
Available	576,800.00	.59	159,600.00	.00
Percent Used	788.31	100.00	118.19	0.00



# Project Expense Inquiry [Rowan County]

## Project string

▲

Project \*

33018

DSS BUDGET w/Project Ledger Accts

Description

▲

Phase \*

000

Do Not Report

▲

Object \*

583002

1CHURCH 1CHILD

Justification

Sub-Task \*

000

Do Not Report

Name \*

T CHURCH 1 CHILD

Short Name \*

0000

Status

Active

Projected date range

07/01/2017

to

06/30/2018

Actual date range

to

Project Available Budget

Yearly

☒ Include in budget check

Actual overhead rate

0.00

%

Expense Type

General Notes

Comments

## Project String Balances      GL Accounts

	Project Year 2023	Project Year 2022	Project Year 2021	Project Year 2020
Original Budget	10,000.00	10,000.00	10,000.00	10,000.00
Transfers - In	74,085.00	92,845.00	67,131.00	70,633.00
Transfers - Out	.00	.00	.00	.00
Revised Budget	84,085.00	102,845.00	77,131.00	80,633.00
Actual (Memo)	28,968.59	33,919.46	13,022.47	65,399.08
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	55,116.41	68,625.54	64,108.53	15,233.92
Percent Used	34.45	33.09	16.88	81.11

## Project Funding Source Inquiry [Rowan County]

### Project Funding Source Inquiry [Rowan County]

#### Project string detail

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

Name *	1 CHURCH 1 CHILD	Projected date range	07/01/2017 to 06/30/2018
Short Name *	OCOC	Actual date range	
Status	Active	Grant	<input type="checkbox"/> In-Kind
		Budget Calc Method	Yearly

#### Project String Balances Revenue Allocation GL Accounts

	Project Year 2023	Project Year 2022	Project Year 2021	Project Year 2020
Original Budget	.00	.00	-10,000.00	-10,000.00
Transfers - In	-5,303.00	-37,425.00	-14,507.00	-50,199.00
Transfers - Out	.00	.00	10,000.00	.00
Revised Budget	-5,303.00	-37,425.00	-14,507.00	-60,199.00
Actual (Memo)	-11,915.97	-47,581.79	-15,518.17	-87,589.31
Available	6,612.97	10,156.79	1,011.17	27,890.31
Percent Used	224.70	127.14	106.97	145.50

## Project Expense Inquiry [Rowan County]

Close Search Browse Output Print Display PDF Excel Email Schedule Attach Reminder Detail Amount View View Changes Employee Detail View An

### Project Expense Inquiry [Rowan County]

#### Project string

Project *	33018	DSS BUDGET w/Project Ledger Accts	Description	
Phase *	000	Do Not Report		
Object *	583088	DONATION EXPND - INC MTNC	Justification	
Sub-Task *	000	Do Not Report		
Name *	DONATIONS INCOME MAINTENANCE			
Short Name *	DONATIO IM			
Status	Active			
Projected date range	07/01/2017	to 06/30/2018	Project Available Budget	Yearly
Actual date range		to		<input checked="" type="checkbox"/> Include in budget check
			Actual overhead rate	0.00 %
			Expense Type	

General Notes Comments

#### Project String Balances GL Accounts

	Project Year 2023	Project Year 2022	Project Year 2021	Project Year 2020
Original Budget	.00	.00	.00	.00
Transfers - In	2,485.00	1,485.00	1,335.00	1,409.00
Transfers - Out	.00	.00	.00	.00
Revised Budget	2,485.00	1,485.00	1,335.00	1,409.00
Actual (Memo)	2,063.74	.00	.00	414.12
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	424.26	1,485.00	1,335.00	994.88
Percent Used	62.93	0.00	0.00	29.39



## Project Funding Source Inquiry [Rowan County]

Close Search Browse Output Print Display PDF Email Email Schedule Attach Reminder Alert Detail Amount View View Changes Reimb % Totals View M Amt

### Project Funding Source Inquiry [Rowan County]

#### Project string detail

Project *	33018	OSS BUDGET w/Project Ledger Accts	Description	
Program *	5314	Economic Services		
Object *	464017	DONATIONS INCOME MAINTENANCE	Justification	
Frequency *	000	Non-Reportable		

Name *	DONATIONS INCOME MAINTENANCE	Projected date range	07/01/2017 to 06/30/2018
Short Name *	DONAT IM	Actual date range	
Status	Active	Grant	<input type="checkbox"/> In-Kind
		Budget Calc Method	Yearly

#### Project String Balances Revenue Allocation GL Accounts

	Project Year: 2023	Project Year: 2022	Project Year: 2021	Project Year: 2020
Original Budget	.00	.00	.00	.00
Transfers - In	-1,000.00	-150.00	-340.00	-500.00
Transfers - Out	.00	.00	.00	.00
Revised Budget	-1,000.00	-150.00	-340.00	-500.00
Actual (Memo)	-1,300.00	-150.00	-340.00	-500.00
Available	300.00	.00	.00	.00
Percent Used	130.00	100.00	100.00	100.00






# BA-08-328 - BOC 03-06

Final Audit Report

2023-02-20

Created:	2023-02-16
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjXZoPj5euOxoGyuQFpsf_Xkx_du_SeoY

## "BA-08-328 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-16 - 5:51:28 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-16 - 5:52:00 PM GMT
-  Document e-signed offline by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
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-  Offline document signing event synchronized and recorded  
2023-02-20 - 0:08:58 AM GMT - Time Source: server- IP address: 174.210.76.3
-  Agreement completed.  
2023-02-20 - 0:08:58 AM GMT





Alyssa Harris, MPH  
Public Health Director

Main Telephone: (704) 216-8777  
FAX: (704) 216-7991



**Rowan County Health Department**  
1811 East Innes Street - Salisbury, NC 28146-6030

February 13, 2023

Memo

From: Alyssa Harris, Public Health Director

To: Finance Department/Purchasing Department

The requested Budget Amendment is to align the budget for the awarded funding increase of \$22,244 for AA403 WIC.

Kind Regards,

A handwritten signature in black ink, appearing to read "Alyssa Harris".

Alyssa Harris, Public Health Director

# Rowan County

## G/L ACCOUNT - MASTER INQUIRY

Org code: 1155260 WIC EXPENDITURES  
Object code: 557000 POSTAGE  
Project code: 5261 WIC - CLINICAL SERVICES

Type: E  
Status: A  
Budgetary: Y

Fund 1010 GENERAL FUND  
Function 51 HUMAN SERVICES  
Sub Function 5120 WOMEN, INFANTS & CHILDREN(WIC)  
Department 5100 HEALTH DEPARTMENT  
Division 5260 WIC  
Program 5260 WIC  
Activity 000 NON ACTIVITY  
Type 5 EXPENDITURES  
Project 5261 WIC - CLINICAL SERVICES

Full description: POSTAGE  
Reference Acct:

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

----- CURRENT YEAR MONTHLY AMOUNTS -----				
PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	3,500.00
02	.00	.00	.00	.00
03	490.01	.00	.00	.00
04	602.26	.00	.00	.00
05	477.40	.00	.00	.00
06	451.16	.00	.00	.00
07	452.58	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	2,473.41	.00	.00	3,500.00

----- CURRENT YEAR TOTAL AMOUNTS -----			
Actual (Memo)	2,473.41	Original Budget	3,500.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	2,473.41	Carry Fwd Budget	.00
Available Budget	1,026.59	Carry Fwd Bud Tfr	.00
Percent Used	70.67	Revised Budget	3,500.00
Inceptn to 50Y	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	3,500.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	3,500.00	PRESENT	3,500.00
	.00	COMMISSION	.00
		APPROVED	3,500.00

increase  
\$500

ROWAN COUNTY  
PAYROLL WORKSHEET  
POSITION DETAIL - NON-LEO

2023 BUDGET YEAR

Key in gray sections only

Department Name					
Position Title					
Hours (per week)	40	Increase	\$ 21,774.00	Grade	26
Position Title, Salary, Grade - confirmed with Human Resources:			Yes	No	

<u>Salary / Benefits</u>		Total Cost	Federal / State Reimbursement	Other Revenue	New County Funds Requested
Salary		\$ 14,874.00	\$ -	\$ -	\$ 14,874.00
	\$1,000				
Health Insurance	/ Mo	3,000.00	-	-	3,000.00
Medicare	1.45%	216.00	-	-	220.00
Retirement	12.85%	1,912.00	-	-	1,920.00
Social Security	6.20%	923.00	-	-	930.00
Workers Comp (Varies)	2.50%	372.00	-	-	380.00
401(k)	3.00%	447.00	-	-	450.00
Total Salary / Benefits		21,744.00	-	-	21,774.00
<u>Other Costs</u>					
Desk		-	-	-	-
Chair		-	-	-	-
Side chairs		-	-	-	-
Telephone		-	-	-	-
Computer		-	-	-	-
Bookcase		-	-	-	-
Vehicle		-	-	-	-
Travel		-	-	-	-
Training		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Equipment Costs		-	-	-	-
Total Cost		\$ 21,744.00	\$ -	\$ -	\$ 21,774.00



**Division of Child and Family Well-Being  
Agreement Addendum  
FY 22-23**

Page 1 of 2

Rowan County Public Health  
Local Health Department Legal Name

403 WIC  
Activity Number and Description

06/01/2022 – 05/31/2023  
Service Period

07/01/2022 – 06/30/2023  
Payment Period

☐ Original Agreement Addendum  
☒ Agreement Addendum Revision # 2

Community Nutrition Services Section/WIC  
DCFW Section / Unit Name

Kimberly Lovenduski, (919) 218-3654  
Kim.lovenduski@dhhs.nc.gov  
DCFW Program Contact  
(name, phone number, and email)

DCFW Program Signature Date  
(only required for a negotiable Agreement Addendum)

I. **Background:**  
No change.

II. **Purpose:**  
This Agreement Addendum Revision #2 provides additional funds to the Local Health Department (LHD) as its average monthly participation has risen above 103% of the base caseload assignment for the period of January 1 through May 31, 2023, as defined in the original Agreement Addendum's Attachment A.

This funding increase, will enhance the LHD's ability to continue with the objective of the Special Supplemental Nutrition Program for WIC, which is to provide supplemental nutritious foods, nutrition education, and referrals to health care for low-income persons during critical periods of growth and development.

III. **Scope of Work and Deliverables:**

*As of January 1, 2023, this Agreement Addendum Revision #2 replaces Paragraph 2 in its entirety with the following:*

2. The Local Health Department shall maintain active participation in the WIC Program, which is at least 97% of the base caseload. From January 1 through May 31, 2023, the updated base caseload for the Local Health Department's local WIC agency is provided in Attachment A-2 (in this Agreement Addendum Revision #2).

Health Director Signature (use blue ink or verifiable digital signature)

Date

LHD to complete:

[For DCFW to contact in case  
follow-up information is needed]

LHD program contact name:

Phone and email address:

Signature on this page signifies you have read and accepted all pages of this document.

Template rev. September 2022

IV. **Performance Measures / Reporting Requirements:**

*As of January 1, 2023, this Agreement Addendum Revision #2 replaces Subparagraph a. under Paragraph 1. Performance Measures in its entirety with the following:*

- a. Maintain active participation in the WIC Program, which is at least 97% of the base caseload. The base caseload for the Local Health Department's local WIC agency is provided in:
  - i. The original Agreement Addendum for the period October 1, 2022 through December 31, 2022; Attachment A.
  - ii. Agreement Addendum Revision #1 for the period June 1 through September 30, 2022; Attachment A-1.
  - iii. Agreement Addendum Revision #2 for the period January 1 through May 31, 2023; Attachment A-2.

V. **Performance Monitoring and Quality Assurance:**

No change.

VI. **Funding Guidelines or Restrictions:**

*As of January 1, 2023, this Agreement Addendum Revision #2 adds additional fund delineated by the code "GD" have been placed in the 'Client Services' category of the WIC budget.*

If the Local Health Department chooses to redistribute funds among the four WIC activities (Client Services, Breastfeeding Promotion, Nutrition Education, and General Administration), adhering to threshold requirements, it may do so by completing a budgetary realignment request utilizing the WIC Program form and submitting it to the Community Nutrition Services Section.

SFY23 Revised Base Caseload  
January 1, 2023 - May 31, 2023

Agency Name	SFY 23 Base	SFY23 97% of Base	Agency Name	SFY 23 Base	SFY23 97% of Base
Alamance	4,574	4,437	Johnston	5,267	5,109
Albemarle Regional	3,707	3,596	Jones	221	214
Alexander	746	724	Lee	1,815	1,761
Anson	760	737	Lenoir	2,291	2,222
Appalachian District	1,571	1,524	Lincoln	1,595	1,547
Beaufort	1,468	1,424	Macon	966	937
Bladen	1,191	1,155	Madison	486	471
Brunswick	3,198	3,102	Mecklenburg	24,491	23,756
Buncombe	4,638	4,499	Montgomery	1,033	1,002
Burke	2,432	2,359	Moore	1,718	1,666
Cabarrus	4,260	4,132	M-T-W District	1,376	1,335
Caldwell	1,974	1,915	Nash	2,735	2,653
Carteret	1,392	1,350	New Hanover	3,814	3,700
Caswell	507	492	Northampton	506	491
Catawba	3,608	3,500	Onslow	7,678	7,448
Cherokee	681	661	Pamlico	301	292
Clay	258	250	Pender	1,384	1,342
Cleveland	3,840	3,725	Person	988	958
Columbus	1,737	1,685	Pitt	4,902	4,755
Craven	2,683	2,603	Polk	265	257
Cumberland	11,886	11,529	Randolph	3,712	3,601
Dare	585	567	Richmond	2,326	2,256
Davidson	3,765	3,652	Robeson	4,129	4,005
Davie	900	873	Rockingham	2,325	2,255
Duplin	2,530	2,454	Rowan	2,903	2,816
Edgecombe	1,689	1,638	Sampson	2,332	2,262
Foothills	2,927	2,839	Scotland	1,550	1,504
Forsyth	9,614	9,326	Stanly	2,047	1,986
Franklin	1,193	1,157	Stokes	971	942
Gaston	4,923	4,775	Surry	1,674	1,624
Graham	321	311	Swain	307	298
Granville-Vance	3,108	3,015	Toe River District	771	748
Greene	734	712	Transylvania	620	601
Gulford	15,153	14,698	Union	3,567	3,460
Halifax	1,695	1,644	Wake	20,230	19,623
Harnett	3,490	3,385	Warren	522	506
Haywood	1,382	1,341	Wayne	4,961	4,812
Henderson	1,839	1,784	Wilkes	1,687	1,636
Hoke	1,966	1,907	Wilson	2,618	2,539
Hyde	99	96	Yadkin	1,149	1,115
Iredell	3,341	3,241	Yancey	432	419
Jackson	815	791			



FY23 - FAS Activity Nbr + Name: 403 WIC  
 federal award supplement FAS Number + Reason: 5 This FAS is accompanying an AA+BF or an AA Revision+BF Revision.

Assistance Listing Nbr + Name: 10.557 Special Supplemental Nutrition Program for Women, Infants and Children

Is award F&OP: NO IAIN: Z35NC705W1003 IDU rate: n/a Fed awd total amt: \$ 24,876,911

Fed award project description: Women, Infants & Children

Fed awd date + awarding agency: 01-04-23 USDA, Food and Nutrition Service

Subrecipient	Subrecipient's UFI	Federal funds from grant listed above	Total federal funds for entire Activity	Subrecipient	Subrecipient's UFI	Federal funds from grant listed above	Total federal funds for entire Activity
Alamance	F5VHYU13NC5	\$ 37,101	\$ 891,137	Jackson	X7YWWY6ZP574	\$ 1,162	\$ 162,779
Albemarle	WAAVS51PNMK3	\$ -	\$ 738,434	Johnston	SYGAGEFDHYR7	\$ 69,388	\$ 992,348
Alexander	XVEEJ5NY7UX9	\$ 1,494	\$ 147,973	Jones	HE3NNNUE27M7	\$ 498	\$ 43,392
Anson	PK8UYTSN2CC3	\$ -	\$ 151,392	Lee	F6A8UC99JWJ5	\$ 9,711	\$ 359,241
Appalachian	CD7BFHB8W539	\$ -	\$ 319,384	Lenoir	QKUFLL37VPGH6	\$ 8,881	\$ 454,956
Beaufort	RN1SXF04LXN6	\$ -	\$ 297,539	Lincoln	UGGQGS5KBJ35	\$ -	\$ 317,724
Bladen	TLCTJWDJH1H9	\$ 11,620	\$ 229,146	Macon	LLPJBC6N2LL3	\$ 2,656	\$ 192,427
Brunswick	MJBMXLN9NJ15	\$ 37,101	\$ 610,797	Madison	YQ96F8BJYTJ9	\$ 6,308	\$ 96,347
Buncombe	W5TCDKMLHE69	\$ 6,557	\$ 934,298	MTW	ZKK5GNRNBBY6	\$ 205,176	\$ 267,393
Burke	G855APCNLS91	\$ 1,162	\$ 486,546	Mecklenburg	EZ15XL6BMM68	\$ 7,885	\$ 4,733,125
Cabarrus	RXDNEJJKJFU7	\$ 58,764	\$ 804,834	Montgomery	E782AJM3BFL3	\$ -	\$ 200,113
Caldwell	HL4FGNJNGE97	\$ 8,134	\$ 381,833	Moore	HFNSK95FS7Z8	\$ -	\$ 348,468
Carteret	UC6WJ2MQMJS8	\$ 3,818	\$ 281,237	Nash	NF58K566HQM7	\$ -	\$ 544,812
Caswell	JDJ7Y7CGYC86	\$ -	\$ 100,994	New Hanover	F7TLT2GMEJE1	\$ 14,110	\$ 754,072
Catawba	GYUNA9W1NFM1	\$ -	\$ 718,714	Northampton	CRA2KCAL8BA4	\$ 1,162	\$ 99,898
Chatham	KES7QE2GV5F1	\$ -	\$ -	Onslow	EGE7NBXW5JS6	\$ 103,169	\$ 1,455,803
Cherokee	DCEGK6HA11M5	\$ -	\$ 135,655	Orange	GFFMCW9XDA53	\$ -	\$ -
Clay	HYK1QVNWLLX7	\$ -	\$ 51,394	Pamlico	FTS9QFEAU344	\$ 581	\$ 60,341
Cleveland	UWMUJMPVL483	\$ 10,956	\$ 765,128	Pender	T11BE678U9P5	\$ -	\$ 277,751
Columbus	V1UAJ4L87WQ7	\$ -	\$ 346,010	Person	FQ8LFJGMAJB4	\$ 3,652	\$ 197,075
Craven	LTZ2U8LZQ214	\$ 3,320	\$ 540,961	Pitt	VZNPMLCFT5R6	\$ -	\$ 978,204
Cumberland	HALND8WJ3GW4	\$ -	\$ 2,367,691	Polk	QZ6BZPGLX4Y9	\$ -	\$ 52,788
Dare	ELV6JGB11QK6	\$ -	\$ 117,395	Randolph	T3BUM1CVS9N5	\$ 27,473	\$ 726,930
Davidson	C9P5MDJC7KY7	\$ 3,984	\$ 754,436	Richmond	Q63FZNTJ3M34	\$ 13,695	\$ 457,247
Davie	L8WBGHLHZV239	\$ 4,482	\$ 176,591	Robeson	LKBEJQFLAAK5	\$ 1,992	\$ 827,410
Duplin	KZN4GK5262K3	\$ 23,489	\$ 489,484	Rockingham	KGCCCHJZZ243	\$ 7,304	\$ 457,695
Durham	LJ5BA6U2HLM7	\$ -	\$ -	Rowan	GCB7UCV96NW6	\$ 22,244	\$ 565,529
Edgecombe	MAN4LX44AD17	\$ -	\$ 336,449	Sampson	WRT9CSK1KJY5	\$ 23,406	\$ 440,531
Foothills	NGTEF2MQ8LL4	\$ -	\$ 593,416	Scotland	FNVTUQGGCHM5	\$ -	\$ 308,760
Forsyth	V6BGVQ67YPY5	\$ 40,504	\$ 1,895,653	Stanly	U86M2UYPL7C5	\$ 21,414	\$ 389,735
Franklin	FFKTRQCNN143	\$ -	\$ 237,646	Stokes	W41TRA3NUNS1	\$ 7,719	\$ 186,535
Gaston	QKY9R8ABD5J6	\$ 38,346	\$ 961,837	Surry	FMWCTM24C9J8	\$ -	\$ 333,859
Graham	L8MAVKQJTYN7	\$ -	\$ 63,943	Swain	TAE3M92L4QR4	\$ -	\$ 61,685
Granv-Vance	MGQJKK22EJB3	\$ -	\$ 640,628	Toe River	JUA6GAUQ9UM1	\$ 249	\$ 160,821
Greene	VCU5LD71N9U3	\$ -	\$ 148,205	Transylvania	W51VGHGM8945	\$ -	\$ 123,770
Guilford	YBEQWGFJPMJ3	\$ 85,158	\$ 2,974,753	Union	LHMKBD4AGRJ5	\$ 25,066	\$ 694,378
Halifax	MRL8MYNJ33Y5	\$ -	\$ 341,163	Wake	FTJ2WJPLWMJ3	\$ 184,094	\$ 3,885,030
Harnett	JBD0D9V41BX7	\$ 17,513	\$ 694,063	Warren	TLNAUSCNHSU5	\$ -	\$ 103,982
Haywood	DQHZEVA9V5G5	\$ 3,071	\$ 279,494	Wayne	DACFHCLQKMS1	\$ 37,599	\$ 968,262
Henderson	TGSAR81JLFQ5	\$ -	\$ 366,329	Wilkes	M14KKHY2NNR3	\$ -	\$ 336,050
Hoke	C1GWSADARX51	\$ 14,525	\$ 377,069	Wilson	ME2DJHMYWG55	\$ 3,984	\$ 526,818
Hyde	T2RSYN36NN64	\$ 913	\$ 18,775	Yadkin	PLCDT7JFA8B1	\$ 8,715	\$ 222,722
Iredell	XTNRLKJLA459	\$ 4,648	\$ 661,477	Yancey	MASJK9AKVEZ8	\$ -	\$ 78,582

UFI = Unique Entity Identifier

Activity 403	AA	13A2 5403 GC	Total Allocated	13A2 5403 GO	Total Allocated	13A2 5404 GC	Total Allocated	13A2 5403 GO	Total Allocated	13A2 5405 GC	Total Allocated	13A2 5405 GO	Total Allocated	13A2 5409 GC	Total Allocated	13A2 5409 GO	Proposed Total	New Total	
Service Period		06/01-06/30		10/01-05/31		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31		06/01-09/30		10/01-05/31			
Payment Period		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30		07/01-11/30		11/01-06/30			
01 Alamogordo	2	0	\$187,000.00	37,101	\$271,200.00	0	\$87,618.00	0	\$176,833.00	0	\$25,460.00	0	\$50,876.00	0	\$25,460.00	0	\$20,876.00	37,101	\$91,137
02 Albemarle		0	\$187,000.00	0	\$600,610.00	0	\$44,972.00	0	\$735,143.00	0	\$24,814.00	0	\$45,208.00	0	\$1,821.00	0	\$21,891.00	0	\$38,634
03 Alexander	2	0	\$23,601.00	1,454	\$40,809.00	0	\$11,017.00	0	\$22,834.00	0	\$1,808.00	0	\$2,177.00	0	\$11,874.00	0	\$28,828.00	1,454	\$47,973
04 Anson		0	\$33,003.00	0	\$81,208.00	0	\$19,009.00	0	\$180,180.00	0	\$9,048.00	0	\$10,803.00	0	\$1,720.00	0	\$3,443.00	0	\$15,302
05 Appomattox		0	\$61,786.00	0	\$184,829.00	0	\$91,209.00	0	\$202,095.00	0	\$2,351.00	0	\$18,463.00	0	\$124,711.00	0	\$24,041.00	0	\$18,384
07 Beaufort		0	\$61,786.00	0	\$184,829.00	0	\$91,209.00	0	\$202,095.00	0	\$2,351.00	0	\$18,463.00	0	\$124,711.00	0	\$24,041.00	0	\$18,384
08 Bladen	2	0	\$50,809.00	11,620	\$90,873.00	0	\$19,343.00	0	\$32,488.00	0	\$8,007.00	0	\$2,424.00	0	\$4,848.00	11,620	\$22,146	0	\$29,539
09 Brunswick	2	0	\$181,650.00	37,101	\$250,000.00	0	\$43,333.00	0	\$80,887.00	0	\$4,000.00	0	\$8,000.00	0	\$18,000.00	0	\$38,000.00	37,101	\$10,787
10 Buncombe	2	0	\$227,213.00	0	\$513,357.00	0	\$9,121.103.00	0	\$18,603.00	0	\$35,217.00	0	\$17,914.00	0	\$35,838.00	0	\$55,838.00	0	\$34,298
12 Burke	2	0	\$118,697.00	3,162	\$259,771.00	0	\$30,197.00	0	\$78,333.00	0	\$4,167.00	0	\$5,233.00	0	\$2,333.00	0	\$10,867.00	3,162	\$48,546
13 Cabarrus	2	0	\$148,162.00	58,764	\$253,101.00	0	\$75,433.00	0	\$154,877.00	0	\$35,477.00	0	\$44,855.00	0	\$35,298.00	0	\$30,778.00	58,764	\$84,634
14 Caldwell	2	0	\$62,214.00	8,134	\$164,437.00	0	\$26,139.00	0	\$102,318.00	0	\$3,807.00	0	\$1,807.00	0	\$2,333.00	0	\$3,333.00	8,134	\$61,834
16 Carteret	1	0	\$61,670.00	3,816	\$112,748.00	0	\$35,333.00	0	\$114,877.00	0	\$11,333.00	0	\$2,333.00	0	\$3,333.00	0	\$15,004.00	3,816	\$61,834
17 Caswell		0	\$20,838.00	0	\$40,719.00	0	\$2,140.00	0	\$80,887.00	0	\$1,807.00	0	\$2,333.00	0	\$3,333.00	0	\$8,000.00	0	\$21,237
18 Catawba		0	\$141,681.00	0	\$382,823.00	0	\$19,333.00	0	\$38,000.00	0	\$1,798.00	0	\$3,800.00	0	\$3,800.00	0	\$8,000.00	0	\$10,900
19 Chatham		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
20 Cherokee		0	\$27,338.00	0	\$34,718.00	0	\$2,113.00	0	\$14,301.00	0	\$3,143.00	0	\$7,855.00	0	\$2,000.00	0	\$18,813.00	0	\$13,655
22 Clay		0	\$11,448.00	0	\$23,684.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
23 Cleveland	2	0	\$162,104.00	10,956	\$313,033.00	0	\$91,209.00	0	\$180,180.00	0	\$18,000.00	0	\$18,000.00	0	\$18,000.00	0	\$18,000.00	10,956	\$313,033
24 Columbus	2	0	\$23,601.00	0	\$134,858.00	0	\$34,809.00	0	\$64,158.00	0	\$4,167.00	0	\$5,233.00	0	\$2,333.00	0	\$3,333.00	0	\$10,867
25 Craven	2	0	\$64,755.00	3,320	\$147,146.00	0	\$77,650.00	0	\$139,300.00	0	\$17,348.00	0	\$24,814.00	0	\$16,147.00	0	\$32,388.00	3,320	\$147,146
26 Cumberland	2	0	\$67,607.00	0	\$127,794.00	0	\$100,000.00	0	\$180,000.00	0	\$24,814.00	0	\$24,814.00	0	\$18,000.00	0	\$32,388.00	0	\$127,794
28 Dare	2	0	\$27,340.00	0	\$53,556.00	0	\$2,333.00	0	\$16,807.00	0	\$16,807.00	0	\$16,807.00	0	\$16,807.00	0	\$16,807.00	0	\$16,807
29 Davidson	2	0	\$182,760.00	3,984	\$345,633.00	0	\$48,300.00	0	\$96,720.00	0	\$5,167.00	0	\$4,333.00	0	\$17,000.00	0	\$17,000.00	3,984	\$345,633
30 Davis	2	0	\$93,800.00	4,482	\$73,813.00	0	\$19,775.00	0	\$27,540.00	0	\$2,583.00	0	\$5,167.00	0	\$16,516.00	0	\$30,488.00	4,482	\$73,813
31 Duplin	2	0	\$78,592.00	23,439	\$142,307.00	0	\$31,591.00	0	\$114,100.00	0	\$17,898.00	0	\$34,001.00	0	\$15,103.00	0	\$17,355.00	23,439	\$142,307
32 Durham		0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
33 Edgecombe	0	0	\$70,307.00	0	\$140,833.00	0	\$37,887.00	0	\$67,333.00	0	\$3,000.00	0	\$4,876.00	0	\$6,887.00	0	\$13,333.00	0	\$33,440
07 Footville		0	\$154,038.00	0	\$247,333.00	0	\$46,333.00	0	\$86,667.00	0	\$16,000.00	0	\$21,000.00	0	\$21,000.00	0	\$21,000.00	0	\$21,000
14 Forsyth	0	0	\$30,871.00	40,504	\$73,333.00	0	\$19,887.00	0	\$34,133.00	0	\$3,875.00	0	\$16,000.00	0	\$24,814.00	0	\$24,814.00	40,504	\$73,333
36 Franklin	0	0	\$60,371.00	0	\$101,143.00	0	\$23,007.00	0	\$44,136.00	0	\$3,875.00	0	\$4,876.00	0	\$4,876.00	0	\$4,876.00	0	\$4,876
38 Gaston	2	0	\$21,530.30	38,346	\$35,485.00	0	\$65,187.00	0	\$158,333.00	0	\$23,905.00	0	\$47,307.00	0	\$28,800.00	38,346	\$65,187	0	\$65,187
38 Graham	0	0	\$19,348.00	0	\$58,093.00	0	\$4,807.00	0	\$9,333.00	0	\$1,800.00	0	\$3,600.00	0	\$1,800.00	0	\$3,600.00	0	\$3,600
03 Gran-Vance	0	0	\$11,214.00	0	\$248,000.00	0	\$48,333.00	0	\$127,676.00	0	\$16,807.00	0	\$26,333.00	0	\$12,807.00	0	\$11,333.00	0	\$40,800
00 Greene	0	0	\$33,363.00	0	\$91,819.00	0	\$2,748.00	0	\$18,493.00	0	\$4,307.00	0	\$8,174.00	0	\$2,407.00	0	\$8,174.00	0	\$8,174
11 Guilford	2	0	\$678,864.00	85,150	\$1,398,573.00	0	\$294,508.00	0	\$648,000.00	0	\$48,175.00	0	\$10,200.00	0	\$10,200.00	85,150	\$2,194,763	0	\$2,194,763
12 Halifax	0	0	\$66,225.00	0	\$123,408.00	0	\$20,465.00	0	\$48,510.00	0	\$7,709.00	0	\$15,417.00	0	\$12,730.00	0	\$27,485.00	0	\$27,485
33 Harnett	2	0	\$173,812.00	17,513	\$360,878.00	0	\$41,545.00	0	\$87,000.00	0	\$13,333.00	0	\$26,333.00	0	\$10,360.00	0	\$31,162.00	17,513	\$360,878
04 Haywood	2	0	\$1,289.00	3,071	\$148,591.00	0	\$38,000.00	0	\$20,000.00	0	\$4,800.00	0	\$11,801.00	0	\$3,800.00	0	\$7,999.00	3,071	\$148,591
5 Henderson	0	0	\$77,583.00	0	\$153,121.00	0	\$33,000.00	0	\$86,000.00	0	\$12,211.00	0	\$24,423.00	0	\$7,333.00	0	\$14,667.00	0	\$38,333
7 Hoke	2	0	\$48,369.00	14,525	\$181,178.00	0	\$33,333.00	0	\$58,667.00	0	\$4,000.00	0	\$4,000.00	0	\$4,000.00	14,525	\$181,178	0	\$181,178
8 Hyde	2	0	\$7,832.00	913	\$17,913.00	0	\$14,553.00	0	\$3,906.00	0	\$564.00	0	\$1,101.00	0	\$3,000.00	913	\$18,816	0	\$18,816
9 Irwell	2	0	\$124,134.00	4,846	\$343,391.00	0	\$63,333.00	0	\$139,667.00	0	\$4,000.00	0	\$12,000.00	0	\$3,124.00	4,846	\$343,391	0	\$343,391
10 Jackson	2	0	\$23,342.00	1,162	\$42,000.00	0	\$33,871.00	0	\$21,341.00	0	\$2,000.00	0	\$4,119.00	0	\$3,743.00	1,162	\$27,343	0	\$27,343
11 Johnston	2	0	\$201,600.00	69,306	\$440,749.00	0	\$39,344.00	0	\$177,887.00	0	\$7,202.00	0	\$14,887.00	0	\$7,887.00	69,306	\$440,749	0	\$440,749
3 Jones	2	0	\$2,862.00	492	\$19,183.00	0	\$2,830.00	0	\$5,711.00	0	\$1,419.00	0	\$3,800.00	0	\$400.00	492	\$19,183	0	\$19,183
3 Lee	2	0	\$1,002.00	913	\$18,437.00	0	\$39,178.00	0	\$89,357.00	0	\$5,401.00	0	\$11,601.00	0	\$11,601.00	913	\$18,437	0	\$18,437
1 Lenoir	2	0	\$199,541.00	8,881	\$187,000.00	0	\$39,004.00	0	\$81,807.00	0	\$14,563.00	0	\$26,903.00	0	\$2,000.00	8,881	\$199,541	0	\$199,541
1 Lincoln	0	0	\$44,544.00	0	\$19,001.00	0	\$44,481.00	0	\$88,962.00	0	\$10,591.00	0	\$21,181.00	0	\$2,758.00	0	\$19,001.00	0	\$19,001
1 Macon	0	0	\$41,427.00	0	\$90,843.00	0	\$12,878.00	0	\$75,865.00	0	\$7,414.00	0	\$1,873.00	0	\$2,850.00	0	\$1,873.00	0	\$1,873

57 Madison	2	0	111,897.00	2,650	126,281.00	0	113,303.00	0	127,166.00	0	141,333.00	0	11,333.00	0	12,667.00	2,450	96,347
58 Mt-W	2	0	143,161.00	6,300	150,411.00	0	116,354.00	0	148,789.00	0	151,919.00	0	17,117.00	0	18,313.00	6,300	267,399
59 Mecklenburg	2	0	1,019,306.00	205,170	1,179,851.00	0	1,019,306.00	0	1,019,306.00	0	1,019,306.00	0	1,019,306.00	0	1,019,306.00	205,170	4,733,125
60 Montgomery	2	0	140,171.00	7,865	148,036.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	7,865	200,113
61 Moore	2	0	102,993.00	0	111,433.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	348,468
62 Nash	2	0	112,078.00	0	114,107.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	544,812
63 New Hanover	2	0	174,967.00	14,110	190,977.00	0	140,171.00	0	152,087.00	0	174,967.00	0	18,816.00	0	20,000.00	14,110	756,072
64 Northampton	2	0	111,118.00	1,162	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	1,162	99,898
65 Onslow	2	0	139,179.00	103,159	242,338.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	103,159	1,455,603
66 Orange	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
67 Pamlico	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
68 Pender	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
69 Person	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
70 Polk	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
71 Randolph	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
72 Richmond	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
73 Robeson	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
74 Rockingham	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
75 Rowan	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
76 Sampson	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
77 Scotland	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
78 Stanly	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
79 Stokes	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
80 Surry	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
81 Swain	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
82 Tazewell	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
83 Tennessee	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
84 Union	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
85 Wake	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
86 Warren	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
87 Wayne	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
88 Wilkes	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
89 Wilson	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
90 Yadkin	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
91 Yancey	2	0	111,118.00	0	112,280.00	0	112,407.00	0	124,113.00	0	140,171.00	0	15,900.00	0	17,000.00	0	0
Total			10,447,673	1,235,953	11,683,626	0	11,683,626	0	11,683,626	0	11,683,626	0	11,683,626	0	11,683,626	1,235,953	147,875,641

Sign and Date - DHS Program Administrator

*Sarah Gabriel*

1/25/23

Sign and Date - DHS Budget Officer - ATO Coordinator

N/A

Sign and Date - DHS Budget Officer

*Rumbak D Lovenduski*

1/25/23

Sign and Date - DHS Budget Officer

*Alexia Forte* 1/30/2023

LR 1-25-23







# BA-08-355 - BOC 03-06

Final Audit Report

2023-02-17

Created:	2023-02-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIchPs4hobLPQUzdW0pitFpOwY6wHQsQ3

## "BA-08-355 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-17 - 1:54:53 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-17 - 1:55:43 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-17 - 2:26:36 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-02-17 - 2:26:36 PM GMT

# ROWAN COUNTY

## DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: BOARD OF COMMISSIONERS

FROM: FINANCE

EXPLANATION IN DETAIL: To budget prior year ARPA interest to expenditures.

Prepared by:

**Lisa Bevis**

Date:

11/29/22

**BUDGET INFORMATION:**

Reviewed: \_\_\_\_\_

[illegible]

# Account Inquiry [Rowan County]

Back

Search

Browse

Output

Print

Display

PDF

Save

Excel

Word

Email

Schedule

Attach

(0)

▼

L

M

D

Detail

Months

Se

Account

Fund	7030	ARP	...	Acct	7030-41-4100-4112-4119-0000-000-4-461010-	Account
Org	7344119	ARP REV	...	Acct name	INTEREST- ARPA	
Object	461010	INT-GEN FD	...	Type	Revenue	
Project	...		<input type="checkbox"/>	Rollup	...	
				Sub-Rollup	...	
				MultiYr Fund	<input type="checkbox"/>	
				Status	Active	

## 4 YEAR COMPARISON HISTORY 4 YEAR GRAPH HISTORY GRAPH

Yr/Per 2023/05	Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2024
Original Budget	.00	.00	.00	.00
Transfers In	.00	.00	.00	.00
Transfers Out	.00	.00	.00	.00
Revised Budget	.00	.00	.00	.00
Actual (Memo)	-64,066.72	-18,240.11	-11.34	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00
Available	64,066.72	18,240.11	11.34	.00
Percent used	.00	.00	.00	.00

0 \* \*

18,240.11 +

11.34 +

002

18,251.45 \*

Dis.

account.

4 of 4

< > >>



## Account Inquiry [Rowan County]

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- Search
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- Excel
- Word
- Email
- Schedule
- Attach
- ▼
- Detail
- Months
- 5

Fund	7030		... ARP	Acct	7030-41-41100-41119-0000-000-5-533001-	<input type="checkbox"/> Account I
Org	7354119		... AM EXPENSE	Acct name	CONTRACTED SERVICES	
Object	533001		... CONTR SERV	Type	Expense	Status Active ▼
Project			...	Rollup		<input type="checkbox"/>
			...	Sub-Rollup		<input type="checkbox"/>
						<input type="checkbox"/> MultiYr Fund

4 YEAR COMPARISON	GAAP W/CARRY FORWARD	HISTORY	4 YEAR GRAPH	HISTORY GRAPH	Fiscal Year 2021	Fiscal Year 2022	Fiscal Year 2023	Fiscal Year 2024
Yr/Per 2023/05								
Original Budget	56,000.00				.00			.00
Transfers In								.00
Transfers Out	.00				101,700.00			.00
Revised Budget	.00				.00			.00
Actual (Memo)	56,000.00				101,700.00			.00
Encumbrances	.00				72,448.49			.00
Requisitions	.00				.00			.00
Available	56,000.00							.00
Percent used	.00					29,251.51		.00
						71.24		.00






# BA-08-486 - BOC 03-06

Final Audit Report

2023-02-20

Created:	2023-02-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqfHz4m4lw6-lsLJY0WvVQqJUQXuy5GVE

## "BA-08-486 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-17 - 4:25:38 PM GMT - IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-17 - 4:26:32 PM GMT
-  Document e-signed offline by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-20 - 0:04:29 AM GMT - Time Source: device- Located near: (35.8856, -80.544)  
As recorded by : eSignManagerForiOSv1App
-  Offline document signing event synchronized and recorded  
2023-02-20 - 0:04:32 AM GMT - Time Source: server- IP address: 174.210.76.3
-  Agreement completed.  
2023-02-20 - 0:04:32 AM GMT





Elevate Grant Rollover

Account #	Account Name	Amount
1155240 558000	52421 Travel	\$ 2,000.00
1155240 559000	52421 Training	\$ 2,000.00
1155240 561005	52421 Office Supplies	\$ 1,719.00
1155240 561015	52421 Educational Supplies	\$ 2,000.00
1155240 561089	52421 Software Licenses	\$ 1,000.00
1155240 561095	52421 Other Small Equipment	\$ 1,000.00
1155240 576020	52421 F/A: DP Equipment	\$ 1,000.00
1155240 582009	52421 Meeting/Training Food	\$ 1,000.00
Total		\$ 11,719.00

2/14/23

Teresa,

Please prepare a P&H for  
HJ - Elevate Grant Reserve  
from 7422

increase of above  
increase ~~the~~ F/A detected

Attachment is backup for  
determining Reserve Amt

ORG	OBJ	PROJECT	ACCOUNT DESCRIPTION	REVISED BUDGET	YTD ACTUAL	% USED
1145240	464099	52421	LOCAL GRANTS - ELEVATE	-98,455	-98,455.00	100.00
1145240			Total 1145240 HEALTH PROMOTION REVE	-98,455	-98,455.00	100.00
1155240	510005	52421	SALARIES-REGULAR - ELEVATE	12,365	12,365.00	100.00
1155240	520005	52421	HEALTH INSURANCE - ELEVATE	910	910.00	100.00
1155240	520010	52421	MEDICARE TAX - ELEVATE	180	180.00	100.00
1155240	520015	52421	RETIREMENT - ELEVATE	1,263	1,263.00	100.00
1155240	520020	52421	SOCIAL SEC TAX- ELEVATE	767	767.00	100.00
1155240	520025	52421	WORKERS COMP - ELEVATE	99	99.00	100.00
1155240	520030	52421	401(K) CONTRIB - ELEVATE	371	371.00	100.00
1155240	533001	52421	CONTRACTED SERV-ELEVATE	68,886	68,816.00	99.90
1155240	558000	52421	TRAVEL - ELEVATE	3,000	0.00	0.00
1155240	558001	52421	TRAVEL OUT OF STATE - ELEVATE	0	0.00	0.00
1155240	559000	52421	TRAINING - ELEVATE	1,800	0.00	0.00
1155240	561005	52421	OFFICE SUPPLIES - ELEVATE	1,800	372.35	20.70
1155240	561015	52421	EDUCATIONAL SUPPLIES	0	0.00	0.00
1155240	561089	52421	SOFTWARE LICENSES - ELEVATE	1,000	0.00	0.00
1155240	561095	52421	OTHER SMALL EQMT - ELEVATE	2,000	949.00	47.50
1155240	576020	52421	F/A - DP EQUIPMENT - ELEVATE	2,000	0.00	0.00
1155240	582009	52421	MEETING/TRAINING FOOD-ELEVATE	2,014	643.36	31.90
1155240			Total 1155240 HEALTH PROMOTION EXPE	98,455	86,735.71	88.10
			Total 1010 GENERAL FUND	0	-11,719.29	100.00
			Revenue Total	-98,455	-98,455.00	100.00
			Expense Total	98,455	86,735.71	88.10
			Grand Total	0	-11,719.29	100.00






# BA-08-495 - BOC 03-06

Final Audit Report

2023-02-20

Created:	2023-02-17
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7zWssNwRCHCQpRhW2MtlvQzBD2cwh_cY

## "BA-08-495 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-17 - 4:56:48 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-17 - 4:57:53 PM GMT
-  Document e-signed offline by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
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As recorded by : eSignManagerForiOSv1App
-  Offline document signing event synchronized and recorded  
2023-02-20 - 0:02:59 AM GMT - Time Source: server- IP address: 174.210.76.3
-  Agreement completed.  
2023-02-20 - 0:02:59 AM GMT



Adobe Acrobat Sign



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

Prepared by: Teresa Sharpless  
Date: 2/22/2023

[illegible]

**Summary:**

Estimated Projected Cost Was:	\$36,424,052
Actual Projected Cost:	\$30,509,385
Savings:	\$5,914,667 or 16%

1. Award the bid to Wharton – Smith, INC Construction Group in the amount of \$25,630,800 including all alternates. (Attachment 1 & 2)
2. Approve total project cost at:

Construction:	\$25,630,800	} 27,555,110
Contingency:	\$1,922,310	
Design Fees:	\$1,287,025	
Soft Cost:	\$1,524,500	1,446,890
Closing Cost:	\$79,750	
First Tyron:	\$30,000	
Attorney Fees:	\$35,000	

# Rowan County

## G/L ACCOUNT - MASTER INQUIRY

Org code: 3744124 WEST END PLAZA REVENUES Type: R  
 Object code: 490010 OFS - INSTALLMENT PURCHASES Status: A  
 Project code: Budgetary: Y

Fund 3170 WEST END PLAZA FUND  
 Function 80 CONSTRUCTION IN PROGRESS  
 Sub Function 8000 CONSTRUCTION IN PROGRESS  
 Department 4124 WEST END PLAZA  
 Division 0000 NON DIVISION  
 Program 0000 NON PROGRAM  
 Activity 000 NON ACTIVITY  
 Type 4 REVENUES

Full description: OFS - INSTALLMENT PURCHASES Short desc: OFS-INST P  
 Reference Acct:

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	-28,600,000.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-28,600,000.00	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	-28,600,000.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-28,600,000.00	Carry Fwd Budget	.00
Available Budget	28,600,000.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00

Inceptn to SOY	-3,950,000.00	Inceptn Orig Bud	-3,950,000.00
		Inceptn Revsd Bud	-3,950,000.00

Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00



# Rowan County

## G/L ACCOUNT - MASTER INQUIRY

Org code: 3758093 W END PLAZA PHZ 3 EXPENDITURES Type: E  
 Object code: 577005 CIP - BUILDINGS Status: A  
 Project code: Budgetary: Y

Fund 3170 WEST END PLAZA FUND  
 Function 80 CONSTRUCTION IN PROGRESS  
 Sub Function 8000 CONSTRUCTION IN PROGRESS  
 Department 4124 WEST END PLAZA  
 Division 8093 WEST END PLAZA PHASE THREE  
 Program 0000 NON PROGRAM  
 Activity 000 NON ACTIVITY  
 Type 5 EXPENDITURES

Full description: CIP - BUILDINGS Short desc: CIP-BLDG  
 Reference Acct: Auto-encumber? (Y/N) N

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

CURRENT YEAR TOTAL AMOUNTS	
Actual (Memo)	.00
Encumbrances	.00
Requisitions	.00
Total	.00
Available Budget	.00
Percent Used	.00
Inceptn to SOY	.00
Encumb-Last Yr	.00
Actual-Last Yr	.00
Estim-Actual	.00
	.00

# Rowan County



## G/L ACCOUNT - MASTER INQUIRY

Org code: 3758093 W END PLAZA PHZ 3 EXPENDITURES Type: E  
 Object code: 577030 CIP - FURNITURE & FIXTURES Status: A  
 Project code: Budgetary: Y

Fund 3170 WEST END PLAZA FUND  
 Function 80 CONSTRUCTION IN PROGRESS  
 Sub Function 8000 CONSTRUCTION IN PROGRESS  
 Department 4124 WEST END PLAZA  
 Division 8093 WEST END PLAZA PHASE THREE  
 Program 0000 NON PROGRAM  
 Activity 000 NON ACTIVITY  
 Type 5 EXPENDITURES

Full description: CIP - FURNITURE & FIXTURES Short desc: CIP-FUR&FI  
 Reference Acct: Auto-encumber? (Y/N) N

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

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	.00	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	.00	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00






# BA-08-669 - BOC 03-06

Final Audit Report

2023-02-23

Created:	2023-02-22
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL9m7wYSVFTdk9JONraKPykRsBgiVb1Ts

## "BA-08-669 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-22 - 8:10:19 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-22 - 8:11:12 PM GMT
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-  Agreement completed.  
2023-02-23 - 0:53:16 AM GMT



## DEPARTMENTAL REQUEST FOR BUDGET ACTION

EXPLANATION IN DETAIL:

2/23/2023

[illegible]

## Sharpless, Teresa F.

---

**From:** Bumgarner, Anna R  
**Sent:** Wednesday, February 22, 2023 2:27 PM  
**To:** Odell, Mitzi C; Sharpless, Teresa F.  
**Cc:** Bevis, Lisa F  
**Subject:** RE: BA for Vector Contract for FY23

Teresa you should be able to take this from the consulting line unless you have another idea.

**From:** Odell, Mitzi C <Mitzi.Odell@rowancountync.gov>  
**Sent:** Wednesday, February 22, 2023 2:25 PM  
**To:** Sharpless, Teresa F. <Teresa.Sharpless@rowancountync.gov>  
**Cc:** Bumgarner, Anna R <Anna.Bumgarner@rowancountync.gov>; Bevis, Lisa F <Lisa.Bevis@rowancountync.gov>  
**Subject:** BA for Vector Contract for FY23

Good afternoon. With the new contract starting April 1, we will need to do a BA to cover the increase for that quarter. I have incorporated the increase in the next years lines (barring nothing changes). Please increase 1154136-543021 by \$4,140.00 for this fiscal year.

Thanks,

Mitzi



NORTH CAROLINA

*Be an original.*

Mitzi O'Dell | Accountant III  
Rowan County Finance Department  
130 W. Innes Street, Salisbury, NC 28144  
[p] 704-216-8109  
[www.rowancountync.gov](http://www.rowancountync.gov)





# BA-08-678 - BOC 03-06

Final Audit Report

2023-02-23

Created:	2023-02-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAz2yZXhWwcpSJEBHj1Htqn_ow3ulkIzrW

## "BA-08-678 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-23 - 4:32:49 PM GMT- IP address: 24.123.188.14
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2023-02-23 - 4:33:39 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-23 - 9:49:51 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-02-23 - 9:49:51 PM GMT



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# ROWAN COUNTY

DEPARTMENTAL REQUEST FOR BUDGET ACTION

TO: COUNTY MANAGER / BOARD OF COMMISSIONERS

FROM: FUND 201 - FIRE DISTRICTS

EXPLANATION IN DETAIL:

INCREASE BUDGET TO COVER FIRE DISTRICTS' TAX TURNOVER FOR THE REST OF THE FISCAL YEAR

Prepared by: Teresa Sharpless  
Date: 2/23/2023

BUDGET INFORMATION:

ACCOUNT TITLE	R/E	ACCOUNT #	INCREASE	DECREASE
AD VALOREM TAX-CURRENT YR	R	2144340 - 411001	337,000	-
AD VALOREM TAX-NCVTS	R	2144340 - 411003	199,000	-
AD VALOREM-WRITE OFF COLL	R	2144340 - 411004	-	-
ABATEMENTS-CURRENT YEAR	CR	2144340 - 411010	-	-
TAX DISCOUNTS	CR	2144340 - 411015	-	-
INTEREST REVENUE ON TAXES	R	2144340 - 419010	16,000	-
FDT-ATWELL TOWNSHIP	E	2154340 - 586001	58,000	-
FDT-BOSTIAN HEIGHTS	E	2154340 - 586002	58,000	-
FDT-CLEVELAND	E	2154340 - 586003	86,000	-
FDT-EAST GOLD HILL	E	2154340 - 586004	11,000	-
FDT-EAST LANDIS	E	2154340 - 586005	3,000	-
FDT-EAST ROWAN	E	2154340 - 586006	1,000	-
FDT-ELLIS CROSS COUNTRY	E	2154340 - 586007	9,000	-
FDT-ENOCHVILLE	E	2154340 - 586008	12,000	-
FDT-FRANKLIN	E	2154340 - 586009	23,000	-
FDT-LIBERTY (WEST)	E	2154340 - 586010	-	-
FDT-LOCKE TOWNSHIP	E	2154340 - 586011	74,000	-
FDT-MILLER'S FERRY	E	2154340 - 586012	57,000	-
FDT-MOUNT MITCHELL	E	2154340 - 586013	6,000	-
FDT-POOLETOWN	E	2154340 - 586014	1,000	-
FDT-RICHFIELD/MISENHEIMER	E	2154340 - 586015	1,000	-
FDT-ROCKWELL RURAL	E	2154340 - 586016	36,000	-
FDT-ROWAN-IREDELL	E	2154340 - 586017	6,000	-
FDT-SCOTCH IRISH	E	2154340 - 586018	6,000	-
FDT-SOUTH ROWAN	E	2154340 - 586019	1,000	-
FDT-SOUTH SALISBURY	E	2154340 - 586020	22,000	-
FDT-UNION	E	2154340 - 586021	3,000	-
FDT-WEST ROWAN	E	2154340 - 586022	34,000	-
FDT-WOODLEAF	E	2154340 - 586023	44,000	-

DEPARTMENT HEAD	COUNTY MANAGER	ACCOUNTING USE ONLY
Approved: <input checked="" type="checkbox"/>	Approved: _____	Period - Journal # <u>08-681</u>
Disapproved: <input type="checkbox"/>	Disapproved: _____	Keyed By: _____
Amended: _____	Amended: _____	Date Keyed: _____
Date: <u>Feb 23, 2023</u>	Date: _____	Posted By: _____
Signature: <u>Anna R. Bingham</u>	Signature: _____	Date Posted: _____

ROWAN COUNTY  
FIRE DISTRICTS  
ACTUALS THROUGH APRIL

This is updated for 4/2023

BASED ON REMAINING FY23 ACTUALS

DEPARTMENT	ORG	OBJ	ACCOUNT DESCRIPTION	BUDGET	ACTUAL YTD TURNOVER THRU JAN	REMAINING BUDGET	PERCENTAGE USED	FY ACTUALS												ESTIMATED FY2023 TOTAL	(OVER) UNDER BUDGET	ADD (SUBTRACT) BA
								MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC					
2144340	411001		AD VALOREM TAX-CURRENT YR	(6,843,320.00)	(6,815,107.46)	(28,212.54)	96.80%	135,758	175,031	(46,202)	(43,253)	(300,243)						(7,115,350)	(71,430)	(337,000)		
2144340	411003		AD VALOREM TAX-NCVTS	(675,000.00)	(486,718.09)	(108,281.91)	95.37%	(58,814)	(77,066)	(72,758)	(71,425)	(280,063)						(706,781)	(91,781)	(199,000)		
2144340	411010		ABATEMENTS-CURRENT YEAR	35,000.00	3,055.80	21,944.20		269	116	43	736	1,183						10,239	24,761			
2144340	411015		TAX DISCOUNTS	80,000.00	63,058.22	(16,941.78)												53,058	(3,058)			
2144340	419010		INTEREST REVENUE ON TAXES	(35,000.00)	(22,315.95)	(12,684.05)		(4,922)	(4,760)	(6,715)	(4,790)	(21,187)						(43,501)	(8,501)			
			Total 2144340 FIRE DISTRICTS REVENUE	(7,458,320.00)	(7,252,027.48)	(206,292.52)		(199,204)	(156,742)	(125,632)	(118,732)	(600,310)						(7,852,337)	(394,017)			
2154340	586001		FDT-ATWELL TOWNSHIP	705,074.00	682,368	22,706.15	96.80%	21,032	16,238	14,316	14,407	66,152						749,160	143,586			
2154340	586002		FDT-BOXTON HEIGHTS	843,257.00	803,878	39,378.79	95.37%	30,551	22,857	18,147	14,335	85,691						889,360	146,103			
2154340	586003		FDT-CLEVELAND	491,425.00	533,808	(42,383.17)	108.62%	18,793	8,283	3,987	6,136	37,204						571,013	(79,585)			
2154340	586004		FDT-EAST GOLD HILL	128,652.00	125,782	2,870.34	97.77%	1,084	3,147	2,569	2,324	11,225						136,306	(8,354)			
2154340	586005		FDT-EAST LANDIS	28,986.00	26,852	2,134.15	92.64%	1,349	1,108	703	830	3,990						30,842	(1,856)			
2154340	586006		FDT-EAST ROWAN	19,760.00	18,907	853.01	95.68%	312	604	267	323	1,506						20,413	(653)			
2154340	586007		FDT-ELIUS CROSS COUNTRY	139,196	139,196	0.00	92.13%	5,999	5,696	2,966	2,643	17,303						156,500	(5,412)			
2154340	586008		FDT-FINCHVILLE	264,986.00	243,755	21,230.86	91.99%	7,391	7,583	6,285	5,990	27,209						270,965	(5,979)			
2154340	586009		FDT-FRANKLIN	369,316.00	359,352	9,964.00	97.25%	9,585	7,240	6,032	5,100	27,956						387,108	(11,793)			
2154340	586010		FDT-LOCKE TOWNSHIP	1,052,495.00	336,613	715,882.00	92.09%	5,630	5,732	4,515	3,527	19,413						356,027	9,492			
2154340	586011		FDT-ANILLES FLURY	621,073.00	1,004,134	(383,061.00)	95.61%	29,162	25,458	21,968	22,662	99,250						1,103,384	(50,880)			
2154340	586012		FDT-MOUNT MITCHELL	90,845.00	87,047	3,797.99	103.53%	9,790	4,859	5,704	6,136	26,268						671,728	(50,655)			
2154340	586013		FDT-POOLETOWN	113,655.00	103,972	9,682.75	95.82%	2,759	1,909	2,874	1,317	8,377						95,424	(4,579)			
2154340	586014		FDT-ROCKWELL RURAL	7,703.00	7,421	281.95	96.34%	532	189	75	47	841						112,913	742			
2154340	586015		FDT-ROCKWELL RURAL	61,756.00	57,548	4,208.00	93.19%	19,841	16,586	11,507	12,689	60,623						8,343	(540)			
2154340	586016		FDT-SCOTCH IRISH	36,133.00	35,079	1,054.00	96.49%	1,295	722	3,920	608	6,545						41,585	(5,272)			
2154340	586017		FDT-SOUTH SALESBURY	113,180.00	103,896	9,284.00	91.79%	4,037	4,109	2,118	2,187	12,432						116,347	(3,158)			
2154340	586018		FDT-SOUTH SALESBURY	5,472.00	5,183	288.71	94.72%	55	147	197	301	699						5,882	(410)			
2154340	586019		FDT-UNION	496,748.00	490,252	6,496.56	98.69%	6,916	6,332	4,563	4,913	22,725						512,976	(16,281)			
2154340	586020		FDT-WEST ROWAN	222,161.00	208,847	13,313.83	94.01%	4,409	3,783	2,976	2,521	13,689						227,536	(375)			
2154340	586021		FDT-WIDCON FAF	384,086.00	380,858	3,227.89	99.16%	10,667	7,708	6,764	5,641	30,780						411,638	(12,552)			
2154340	586022		FDT-WIDCON FAF	331,862.00	353,541	(21,679.00)	106.89%	3,731	3,387	3,900	2,512	11,529						375,069	(42,207)			
			Total 2154340 FIRE DISTRICTS EXPENSE	7,458,920.00	7,281,989.41	(176,930.59)	97.61%	199,204	156,742	125,632	118,732	600,310						7,882,299	(423,379)			
			Grand Total		20,961.93	(20,961.93)		(199,204)	(156,742)	(125,632)	(118,732)	600,310						7,882,299	(423,379)			

552,000 Debit  
(552,000) Credit





# BA-08-681 - BOC 03-06

Final Audit Report

2023-02-23

Created:	2023-02-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXglEwbXz_AB0fw9ec1L-gs8a05Y1Zuvt

## "BA-08-681 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
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2023-02-23 - 5:54:14 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-23 - 9:48:53 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-02-23 - 9:48:53 PM GMT





Vetamac, Inc.  
130 N Roth Court, Suite 100  
Rossville, IN 46065  
ph. (800) 334-1583  
fax (765) 217-4236



## Quotation

Quote Number  
52-230217095930

Quote Date  
2/17/2023

**Quoted to:**

Rowan County Animal Shelter  
1465 Julian Rd.  
Salisbury, NC 28146

Sales Rep: Erin Clark

Item	Description	Quantity	Unit Price	Amount
VAD2001-I-FC	Tec 3 Iso Vaporizer Funnel Cagemount	1.00	\$1,365.00	\$1,365.00
Subtotal				\$1,365.00
Sales Tax (applicable sales tax will be added to final invoice)				
Total				

We are pleased to submit the above quotation for your consideration. This quote is valid for 30 days.  
Please sign to accept and process this order.

Date \_\_\_\_\_

Authorized Signature \_\_\_\_\_

2/22/23, 9:57 AM

FW: Queen City Audio Video and Appliances - Pannell, Maria R - Outlook

 Delete  Archive  Report  Reply  Reply all  Forward    

**FW: Queen City Audio Video and Appliances** 

---

**From:** Stephen Bradley  
**Sent:** Monday, February 20, 2023 1:42 PM  
**To:** [clay.martin@rowancountync.gov](mailto:clay.martin@rowancountync.gov) <[clay.martin@rowancountync.gov](mailto:clay.martin@rowancountync.gov)>  
**Subject:** Queen City Audio Video and Appliances

Here is the Info that you requested.

WZC5216LW Whirlpool Chest Freezer \$698.00

NC Disp Tax \$3.00

Total \$701.00

Total with Taxes \$749.86

Stephen Bradley  
Store Manager / Sales Consultant  
Queen City Audio Video and Appliances  
2166 Statesville Blvd Salisbury ,NC 28147  
Phone 704-637-3966  
Visit us online at: [www.queencityonline.com](http://www.queencityonline.com)



 Reply  Forward



# Rowan County



## G/L ACCOUNT - MASTER INQUIRY

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

Type: R  
 Status: A  
 Budgetary: Y

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

Full description: ANIMAL CONTROL DONATIONS  
 Reference Acct:

Short desc: ANML CTL D

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	-898.00	.00	.00	.00
02	-655.00	.00	.00	.00
03	-28.00	.00	.00	.00
04	-82.50	.00	.00	.00
05	-233.00	.00	.00	.00
06	-368.00	.00	.00	.00
07	-1,451.00	.00	.00	.00
08	-376.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	-4,091.50	.00	.00	.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	-4,091.50	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	-4,091.50	Carry Fwd Budget	.00
Available Budget	4,091.50	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	.00	PRESENT	.00
	.00	COMMISSION	.00
		APPROVED	.00

Increase 2100

# Rowan County

## G/L ACCOUNT - MASTER INQUIRY

Org code: 1156430 ANIMAL SHELTER EXPENDITURES  
Object code: 561095 OTHER SMALL EQMT  
Project code:

Type: E  
Status: A  
Budgetary: Y

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

Full description: SUPPLIES:OTHER SMALL EQMT  
Reference Acct:

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

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	5,846.00
02	530.58	.00	.00	.00
03	353.90	.00	.00	.00
04	918.09	.00	.00	.00
05	982.52	.00	.00	.00
06	.00	.00	.00	.00
07	1,768.71	.00	.00	.00
08	809.62	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	5,363.42	.00	.00	5,846.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	5,363.42	Original Budget	5,846.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	5,363.42	Carry Fwd Budget	.00
Available Budget	482.58	Carry Fwd Bud Tfr	.00
Percent Used	91.75	Revised Budget	5,846.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	6,536.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	5,846.00	PRESENT	5,846.00
	.00	COMMISSION	.00
		APPROVED	5,846.00

Increase 710

# Rowan County



## G/L ACCOUNT - MASTER INQUIRY

Org code: 1156450 VETERINARIAN SERV EXPENSES  
 Object code: 576030 F/A - FURN & EQUIPMENT  
 Project code:

Type: E  
 Status: A  
 Budgetary: Y

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

Full description: F/A:EQUIPMENT/FURNISHINGS  
 Reference Acct:

Short desc: F/A EQUIP  
 Auto-encumber? (Y/N) N

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	.00	.00	.00	.00
01	.00	.00	.00	2,495.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	260.00	260.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	260.00	2,755.00

CURRENT YEAR TOTAL AMOUNTS			
Actual (Memo)	.00	Original Budget	2,495.00
Encumbrances	.00	Budget Tranfr In	260.00
Requisitions	2,753.33	Budget Tranfr Out	.00
Total	2,753.33	Carry Fwd Budget	.00
Available Budget	1.67	Carry Fwd Bud Tfr	.00
Percent Used	99.94	Revised Budget	2,755.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	DEPARTMENT	2,495.00
Actual-Last Yr	.00	MANAGER	.00
Estim-Actual	2,495.00	PRESENT	2,495.00
	.00	COMMISSION	.00
		APPROVED	2,495.00

Increase 1,890







# BA-08-674 - BOC 03-06

Final Audit Report

2023-02-23

Created:	2023-02-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfiYB5xjZjMbHGXlUv2ve4cfS0EOO39X

## "BA-08-674 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-23 - 7:15:05 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-23 - 7:15:48 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-23 - 9:48:23 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-02-23 - 9:48:23 PM GMT



The ADMINISTRATOR's services shall not include (1) Appraisals; (2) Legal Services; and (3) Preparation of Audit Reports and/or any other financial documents relating to the project. These services, as required, may be furnished by the ADMINISTRATOR and separately paid for by the COUNTY, for a price to be subsequently agreed upon as the need for these services arises, or in the absence of such separate agreement, as specified hereinafter as "additional services", excepting those cases where the COUNTY chooses to make direct payments for same.

Payment: The COUNTY agrees to pay the ADMINISTRATOR a fee for services noted as follows:

- |     |                                |   |
|-----|--------------------------------|---|
| I)  | General Project Administration | A fee of Twelve Thousand, Five Hundred Eighty-Two Dollars (\$12,582.00)               |
| II) | Service Delivery               | A not-to-exceed amount of Twenty Thousand, Nine Hundred Sixty-Nine Dollars (\$20,969) |

It is agreed by the parties hereto that the appropriate adjustments in any fixed and/or lump sum payments shall be made in the event that the physical scope of the Project, time for completion, or services required are materially increased or decreased beyond that contemplated at this time.

The ADMINISTRATOR shall receive progress payments based on the amount of work performed and documented as submitted to the COUNTY by the ADMINISTRATOR in accordance with the hourly fee schedule as shown on Exhibit "A".

Should the ADMINISTRATOR be required to render "additional services" in connection with related work upon which the work scope does not apply, the ADMINISTRATOR shall receive additional compensation for such additional services at the hourly rates as specified on the fee schedule attached hereto as Exhibit "A" for the hours actually worked by the appropriate classification of employee. Prior to initiating or providing "additional services" that may or shall require funding outside the HOME Program's allowable general project administration and service delivery parameters referenced in item I and II above, the ADMINISTRATOR shall obtain written confirmation from the Rowan County Manager that said "additional services" will be a cost



**SECTION I**  
**APPLICATION INFORMATION**

Full Legal Name of Applicant: Rowan County

Applying as: ☒ Consortium HOME Subrecipient  
☐ CHDO

Address: 402 N. Main Street Suite 204

City/State/Zip: Salisbury, NC 28144

Telephone Number: 704-216-8599

Contact Person: Ed Muire

Title: Planning Director

Telephone Number: 704-216-8599 E-Mail: ed.muire@rowancountync.gov

Name of Project: Rowan County HOME Program

Total funds requested: \$209,960.00

*(DO NOT include Admin funds in total)*

*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

Apr 29, 2021  
\_\_\_\_\_  
Date

### SECTION III

#### PROJECT BUDGET AND FUNDING

##### III (a) Budget

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

##### Project Revenue

	Source	Amount
HOME funds being requested		\$209,960.00
HOME funds from prior year(s)		
HOME Program Income		
Other Federal Funds		
State/Local Funds (list)		
Bank Loans		
Other Cash Contributions		
Private Grants		
<b>Total Funds Available*</b>		<b>\$209,960.00</b>

\* This total should be the same as your "Total Development Costs" total in the *Estimated Costs* table on page 7.

**Provide the details of all loans and/or grants, other than HOME, listed above for the project.**





# BA-08-692 - BOC 03-06

Final Audit Report

2023-02-23

Created:	2023-02-23
By:	Teresa Sharpless (teresa.sharpless@rowancountync.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxNKHkOpq2RZKNt5KJ-xyKiLV6tdkUEhX

## "BA-08-692 - BOC 03-06" History

-  Document created by Teresa Sharpless (teresa.sharpless@rowancountync.gov)  
2023-02-23 - 8:40:42 PM GMT- IP address: 24.123.188.14
-  Document emailed to Anna Bumgarner (anna.bumgarner@rowancountync.gov) for signature  
2023-02-23 - 8:41:33 PM GMT
-  Document e-signed by Anna Bumgarner (anna.bumgarner@rowancountync.gov)  
Signature Date: 2023-02-23 - 9:46:37 PM GMT - Time Source: server- IP address: 24.123.188.14
-  Agreement completed.  
2023-02-23 - 9:46:37 PM GMT



Adobe Acrobat Sign



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director  
**DATE:** 03/06/2023  
**SUBJECT:** Donation of Surplus Vehicles to Rowan County Rescue Squad, Inc.

---

N.C.G.S. § 153A-176 and N.C.G.S. § 160A-280, a county may transfer to a nonprofit organization incorporated by the United States any personal property or equipment that the governing board determines to be surplus, obsolete or unused. Rowan County Rescue Squad, Inc. can use surplus vehicles for training purposes. The County has several vehicles that have been wrecked and used for parts that need to be disposed of at Sudden Impact. The County is requesting that the items be declared as surplus and then donated to Rowan County Rescue Squad, Inc.

Attached is a copy of the public notice and resolution.

Board of Commissioners to approve the resolution for the donation of surplus vehicles to Rowan County Rescue Squad, Inc.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Public Notice	2/23/2023	Backup Material
Resolution	2/23/2023	Resolution Letter

PUBLIC NOTICE  
INTENT TO DONATE SURPLUS PERSONAL PROPERTY

Rowan County (the “County”) intends to donate the following described personal property (the “Property”):

Vin Number	Vehicle Description
1FAHP2MK3EG129568	2014 FORD TAURUS INT
1FAHP2MK5EG129569	2014 FORD TAURUS INT
1FAHP2MTXFG124359	2015 FORD TAURUS INT
1FAHP2MT9FG126314	2015 FORD TAURUS INT
1FAHP2MT3FG124364	2015 FORD TAURUS INT
1FAHP2MT1FG124363	2015 FORD TAURUS INT
1FAHP2MT5FG126312	2015 FORD TAURUS INT
2B3KA43H28H138663	2008 DODG CHARGER
1FTBW2ZG4JKA11270	2018 FORD TRANSIT T-35
2FAFP71W74X175599	2004 FORD CROWN VICT
2FAHP71W85X101005	2005 FORD CROWN VICT

The County intends to donate the Property to Rowan County Rescue Squad, Inc. for use in mutual aid training with surrounding departments. NCGS 153A-176 and 160A-280 allows for conveyance without monetary consideration of surplus personal property to another unit of government or nonprofit organization. The donation will be approved by resolution at the regular meeting of the Board of Commissioners (the “Board”) to be held in the Cohen Room second floor 130 West Innes Street, Salisbury, NC at 3:00 P.M. on Monday the 6th day of March 2023.

## RESOLUTION OF INTENT TO DONATE SURPLUS PERSONAL PROPERTY

WHEREAS, pursuant to N.C. Gen. Stat. 153A-176 and N.C. Gen. Stat. § 160A-280, a county may transfer to a nonprofit organization incorporated by the United States any personal property or equipment that the governing board determines to be surplus, obsolete or unused;

WHEREAS, a request has been received from Rowan County Rescue Squad, Inc., a North Carolina non-profit corporation organized and doing business in the State of North Carolina for the donation of eleven (11) surplus vehicles;

WHEREAS, the County has the following surplus vehicles which this Board believes will aid Rowan County Rescue Squad, Inc. in its work for training purposes;

Vin Number	Vehicle Description
1FAHP2MK3EG129568	2014 FORD TAURUS INT
1FAHP2MK5EG129569	2014 FORD TAURUS INT
1FAHP2MTXFG124359	2015 FORD TAURUS INT
1FAHP2MT9FG126314	2015 FORD TAURUS INT
1FAHP2MT3FG124364	2015 FORD TAURUS INT
1FAHP2MT1FG124363	2015 FORD TAURUS INT
1FAHP2MT5FG126312	2015 FORD TAURUS INT
2B3KA43H28H138663	2008 DODG CHARGER
1FTBW2ZG4JKA11270	2018 FORD TRANSIT T-35
2FAFP71W74X175599	2004 FORD CROWN VICT
2FAHP71W85X101005	2005 FORD CROWN VICT

WHEREAS, public notice of Board's intent to transfer said surplus personal property to Rowan County Rescue Squad, Inc. has been made at least five (5) days prior to the adoption of this resolution; and

WHEREAS, this Board is of the opinion that it is in the best interests of the citizens and residents of the County that this resolution be adopted.

NOW THEREFORE BE IT RESOLVED by the Board of Commissioners for the County of Rowan as follows:

1. That the vehicles identified above are hereby declared surplus property.
2. The Finance Director is hereby authorized to execute any documents necessary to transfer these vehicles to Rowan County Rescue Squad, Inc.
3. That this resolution shall be effective upon its adoption.



Adopted this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

BOARD OF COMMISSIONERS  
FOR THE COUNTY OF ROWAN

\_\_\_\_\_  
Sarah Pack, Clerk

By: \_\_\_\_\_  
Greg Edds, Chairman

**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:** Alyssa Harris, Public Health Director  
**DATE:** February 23, 2023  
**SUBJECT:** RCHD - 22-23 Clinical Fee Schedule Updated

---

The Rowan County Health Department Personal Health Services Fee Schedule is updated annually. Based on new information received, updates to the Fee Schedule were needed regarding Medicaid and customary costs.

The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, February 14<sup>th</sup>, 2023. The votes included: Judy Klusman, County Commissioner; Dari Caldwell, Board of Health Chair; Dr. Amy Wilson, Board of Health Vice Chair; Carla Rose, Public Member; John Thomason, Public Member; Giles Goodman, Engineer; Dr. Mike Fuller, Pharmacist; and Dr. Corrie Connolly, Veterinarian. All were in agreement.

The Rowan County Board of Health respectfully requests Board of Commissioner's approval of the updated clinical fee schedule.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RCHD Clinical Fee Schedule FY22-23 Memo	2/23/2023	Cover Memo
RCHD Clinical Fee Schedule FY22-23 Updated	2/23/2023	Backup Material

**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

**MEMO**

To: Rowan County Board of Commissioners  
From: Alyssa Harris, Public Health Director  
Meredith Littell, Nursing Director  
Date: February 23, 2023  
Re: Rowan County Health Department – FY22-23 Clinical Fee Schedule Updates

**Situation:**

The Rowan County Health Department Personal Health Services Fee Schedule is updated annually. Based on new information received, updates to the Fee Schedule were needed regarding Medicaid and customary costs.

**Background:**

The 340B program provides discounted medications and devices to our low-income and uninsured patients. After discussion with NC DHHS Nurse Consultants, we updated the fee schedule to reflect more appropriate 340B language and to include usual and customary fees. Also, since presenting the fee schedule in November 2022, the approval of new COVID vaccines occurred.

**Assessment:**

For 340B medications and devices we will no longer list prices annually, we will monitor the pricing with each purchase and adjust the master fee schedule in the EMR accordingly. We will follow the statement “340B drugs and devices, differentiated with the UD modifier, are billed to NC Medicaid at the acquisition/purchase cost paid by the Local Health Department.” We are implementing usual and customary fees for private insurance billing purposes of 340B medications and devices. The 340B program is intended for low-income and uninsured; however, we can bill private insurance above the purchase price to recoup costs and maintain the program. We added the newly approved bivalent COVID boosters for five and under to the fee schedule at \$65. The price point is based on the Medicaid reimbursement rate.

**Recommendations:**

The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, February 14<sup>th</sup>, 2023. The votes included: Judy Klusman, County Commissioner; Dari Caldwell, Board of Health Chair; Dr. Amy Wilson, Board of Health Vice Chair; Carla Rose, Public Member; John Thomason, Public Member; Giles Goodman, Engineer; Dr. Mike Fuller, Pharmacist; and Dr. Corrie Connolly, Veterinarian. All were in agreement.

The Rowan County Board of Health respectfully requests Board of Commissioner’s approval of the updated clinical fee schedule.



<b>CPT Code</b>	<b>Service Description</b>	<b>Effective 1/1/23</b>	<b>Proposed Change</b>
<b>New Patient Preventive Visits</b>			
99381	Initial/New preventive < 1 year	\$325.00	
99382	Initial/New preventive 1 - 4 years	\$325.00	
99383	Initial/New preventive 5-11 years	\$350.00	
99384	Initial/New preventive 12 - 17 years	\$340.00	
99385	Initial/New preventive 18 - 39 years	\$325.00	
99386	Initial/New preventive 40 - 64 years	\$326.00	
99387	Initial/New preventive > 65 Years	\$325.00	
<b>Established Patient Preventive Visits</b>			
99391	Established Preventive < 1 year	\$290.00	
99392	Established Preventive 1 - 4 years	\$290.00	
99393	Established Preventive 5 -11 years	\$300.00	
99394	Established Preventive 12 - 17 years	\$290.00	
99395	Established Preventive 18 - 39 years	\$279.00	
99396	Established Preventive 40 - 64 years	\$326.00	
99397	Established Preventive > 65 years	\$300.00	
<b>New Patient Evaluation &amp; Management Visits</b>			
99201	New-Problem Focused	\$125.00	
99202	New-Expanded Focused	\$200.00	
99203	New-Detailed/Low Complexity	\$275.00	
99204	Complexity	\$425.00	
99205	New-Comprehensive/HighComplexity	\$495.00	
00000	No Charge Visit		
<b>Established Patient Evaluation &amp; Management Visits</b>			
99211	Established-Nurse Encounter (no MD required)	\$50.00	
99212	Established-Problem Focused	\$125.00	
99213	Established-Expanded /Low Complexity	\$195.00	
99214	Complexity	\$275.00	
99215	Established-Comprehensive/High Complexity	\$345.00	
T1002	RN service up to 15 minutes	\$75.00	
<b>Immunizations</b>			
90471	Admin. Single vaccine	\$20.45	

90472	Admin. Each additional vaccine	\$20.45	
90473	Oral/Nasal Admin only vaccine	\$20.45	
90474	Oral/Nasal Admin with other vaccine	\$20.45	
90632	Adult Hepatitis A-IM	\$62.00	
90651	Gardasil 9-IM	\$240.00	
90633	Hepatitis A-Ped/Adol.-IM	\$28.00	
90739	Hepatitis B vaccine-Adult 2 dose	\$96.00	
90744	Hepatitis B vaccine-Pediatric or Adolescent-IM	\$26.00	
90648	HIB-4 dose schedule-IM; (ActHIB, Hiberix)	\$12.00	
90713	IPV (Inactivated Polio Virus)-SQ or IM	\$35.00	
90696	Kinrix, only for age 4-6 year booster dose of DTaP and Polio (IPV)	\$50.00	
90619	Meningococcal (Menquadfi)-IM	\$132.00	
90707	MMR-SQ	\$82.00	
90723	Pediarix-IM	\$63.00	
90698	Pentacel, do not administer to anyone over 4 years of age-IM	\$95.00	
90670	Pneumococcal 13 valent conjugate vaccine $\geq$ ; (PVC 13)-IM (Prevnar)	\$213.00	
90710	ProQuad - Measles, Mumps, Rubella, Varicella (MMRV)-SQ	\$234.00	
90688	Quadrivalent Flu Vaccine 6 months and older-IM	\$20.00	
90675	Rabies pre-exposure vaccine or booster-IM, per dose (3 <b>2</b> dose schedule)	\$298.00	
90680	Rotavirus Vaccine (RotaTeg)-oral, for use $\geq$ 6 weeks through 7 months	\$85.00	
90714	Td-IM (Tenivac)	\$32.00	
90715	Tdap-IM	\$37.00	
90636	Twinrix (Hepatitis A and Hepatitis B)-IM	\$92.00	
90716	Varicella Immunization-SQ	\$141.00	
90750	Zoster (Shingles, 2 doses required, Shingrix)-IM	\$160.00	
91300-0001A	Administration of Pfizer BioNTech COVID-19 Vaccine-1st Dose	\$65.00	

91300-0002A	Administration of Pfizer BioNTech COVID-19 Vaccine-2nd Dose	\$65.00	
91300-0003A	Administration of Pfizer BioNTech COVID-19 Vaccine-3rd Dose	\$65.00	
91300-0004A	Administration of Pfizer BioNTech COVID-19 Vaccine-Booster Dose	\$65.00	
91305-0051A	Administration of Pfizer BioNTech COVID-19 Vaccine-1st Dose (12 & up)	\$65.00	
91305-0052A	Administration of Pfizer BioNTech COVID-19 Vaccine-2nd Dose (12 & up)	\$65.00	
91305-0053A	Administration of Pfizer BioNTech COVID-19 Vaccine-3rd Dose (12 & up)	\$65.00	
91312-0124A	Administration of Pfizer BioNTech COVID-19 Vaccine-Bivalent Dose (12 & up)	\$65.00	
91307-0071A	Administration of Pfizer BioNTech COVID-19 Vaccine-1st Dose (5-11)	\$65.00	
91307-0072A	Administration of Pfizer BioNTech COVID-19 Vaccine-2nd Dose (5-11)	\$65.00	
91307-0073A	Administration of Pfizer BioNTech COVID-19 Vaccine-3rd Dose (5-11)	\$65.00	
91315-0154A	Administration of Pfizer BioNTech COVID-19 Vaccine-Bivalent Dose (5-11)	\$65.00	
91308-0081A	Administration of Pfizer BioNTech COVID-19 Vaccine-1st Dose (6m-4)	\$65.00	
91308-0082A	Administration of Pfizer BioNTech COVID-19 Vaccine-2nd Dose (6m-4)	\$65.00	
91308-0083A	Administration of Pfizer BioNTech COVID-19 Vaccine-3rd Dose (6m-4)	\$65.00	
91317-0173A	Administration of Pfizer BioNTech COVID-19 Vaccine-Bivalent Dose (6m-4)	NEW	\$65.00

91301-0011A	Administration of Moderna COVID-19 Vaccine-1st Dose (18 & up)	\$65.00	
91301-0012A	Administration of Moderna COVID-19 Vaccine-2nd Dose (18 & up)	\$65.00	
91301-0013A	Administration of Moderna COVID-19 Vaccine-3rd Dose (18 & up)	\$65.00	
91301-0064A	Administration of Moderna COVID-19 Vaccine-Booster Dose	\$65.00	
91301-0011A	Administration of Moderna COVID-19 Vaccine-1st Dose (12-17)	\$65.00	
91301-0012A	Administration of Moderna COVID-19 Vaccine-2nd Dose (12-17)	\$65.00	
91301-0013A	Administration of Moderna COVID-19 Vaccine-3rd Dose (12-17)	\$65.00	
91313-0134A	Administration of Moderna COVID-19 Vaccine-Bivalent Dose (12 & up)	\$65.00	
91309-0019A	Administration of Moderna COVID-19 Vaccine-1st Dose (6-11)	\$65.00	
91309-0092A	Administration of Moderna COVID-19 Vaccine-2nd Dose (6-11)	\$65.00	
91309-0093A	Administration of Moderna COVID-19 Vaccine-3rd Dose (6-11)	\$65.00	
91314-0144A	Administration of Moderna COVID-19 Vaccine-Bivalent Dose (6-11)	\$65.00	
91311-0111A	Administration of Moderna COVID-19 Vaccine-1st Dose (6m-5)	\$65.00	
91311-0112A	Administration of Moderna COVID-19 Vaccine-2nd Dose (6m-5)	\$65.00	
91311-0113A	Administration of Moderna COVID-19 Vaccine-3rd Dose (6m-5)	\$65.00	



91316-0164A	Administration of Moderna COVID-19 Vaccine-Bivalent Dose (6m-5)	NEW	\$65.00
91303-0031A	Administration of Janssen COVID-19 Vaccine-Single Dose	\$65.00	
91303-0034A	Administration of Janssen COVID-19 Vaccine-Booster Dose	\$65.00	
91304-0041A	Administration of Novavax COVID-19 Vaccine-1st Dose	\$65.00	
91304-0042A	Administration of Novavax COVID-19 Vaccine-2nd Dose	\$65.00	
91304-0044A	Administration of Novavax COVID-19 Vaccine-Booster Dose	\$65.00	
G0008 Medicare Code Only	Flu Vaccine Administration	\$20.45	
G0010 Medicare Code Only	Hep B Vaccine Administration	\$20.45	
<b>Office Procedures</b>			
Family Planning			
58300	Insertion of IUD	\$192.00	
58301	Removal of IUD	\$237.00	
<b>340B Medications</b>			
340B Drugs and devices, differentiated with the UD modifier, are billed to NC Medicaid at the acquisition/purchase cost paid by the Local Health Department.			
J7297	Liletta IUD		
J7295	Nuva Ring		
S4993	Nortrel		
S4993 NE	Norethindrone		
S4993 NG	Norgestimate/Ethinyl Estradiol		
S4993 LE	Seasonique		
J7304	Hormonal Patch (Zafemy)		
J1050	Depoprovera 150 mg/ml		
J1050	Methdroxyprogesterone acetate (generic Depoprovera), 150mg		
S5000	My Way		

Maternal Health			
59425	Antepartum care only; 4-6 visits	\$1,350.00	
59426	Antepartum care only; 7 or more visits	\$2,600.00	
59025	Non-Stress test (fetal)	\$114.00	
59430	Post partum care package	\$275.00	
96161	Maternal Depression Screening	\$15.00	
Child Health			
96110	Developmental testing - limited developmental screening, MCHAT Autism	\$20.00	
92587	Evoked otoacoustic emissions (OAE)	\$65.00	
99173	Vision Screening test	\$20.00	
96160	HEADSS screening	\$15.00	
96127	PSC-Depression Screening	\$15.00	
99408	CRAFFT alcohol/substance abuse screening up to 30 min	\$62.00	
99409	CRAFFT alcohol/substance abuse screening greater than 30 min.	\$122.00	
D0145	Oral Evaluation for patient under three years of age and counseling with primary care giver	\$60.00	
D1206	Topical Fluoride treatment	\$50.00	
STD Codes			
54050	Destruction of genital lesion, penis, TCA	\$175.00	
56501	Destruction of genital lesion, vulva, TCA	\$175.00	
57061	Destruction of genital lesion, vagina/vulva, TCA	\$175.00	
TB Codes			
86580	TB skin test	\$24.00	
99080	Health Letter	\$55.00	
Medication/Injectables			
340B	340B drugs and devices, differentiated with the UD modifier, are billed to NC Medicaid at the acquisition/purchase cost paid by the LHD		
96372	Therapeutic, prophylactic, or diagnostic injection, SQ or IM	\$30.00	
J1200	Diphenhydramine HCL (Benedryl), Injection-IM, up to 50 mg	\$3.00	

J0171	Epinephrine, injection-SC, IM, 0.1 mg	\$1.00	
J3301	Kenalog, Injection, per 10mg	\$10.00	
J0696	mg (Rocephin) - STD TREATMENT ONLY	N/C	
J0696	Ceftriaxone sodium injection 1 gm (Rocephin)	\$10.00	
J7613	Albuterol, inhalation solution	\$15.00	
J2790	(RhoGAM) Rhophylac, 300 mcg/2 ml), Injection, IM	\$70.00	
J1885	Ketorolac Tromethamine (Toradol), Injection, per 15 mg	\$3.00	
J8499	Clonidine 0.1 mg	\$0.25	
Miscellaneous			
10060	I & D of abscess (carbuncle, suppurative hidradenitis, cutaneous or subcutaneous abscess, cyst, furuncle or paronychia) simple or single	\$250.00	
10080	I & D of pilonidal cyst, simple	\$124.00	
12002	Simple repair super wound 2.6- 7.5 cm scalp, nk, ax, ext. gen, trk, extrem.	\$127.00	
A4649	(Includes zylocaine with or without epinephrine, sterile drape and gloves, sutures, irrigation solution and	\$30.00	
S0630	Suture removal	\$10.00	
A6441	Padding bandage, non-elastic, non-woven/non-knitted, width $\geq$ to 3" and < 5", per yard (Jones Wrap)	\$10.00	
56420	Incision and drainage of Bartholin's gland abscess	\$106.00	
69200	Removal of foreign body from external ear canal without anesthesia	\$150.00	
69209	Removal of impacted cerumen using irrigation/lavage, unilateral (must attach/use modifier 50 for bilateral procedure)	\$100.00	
69210	Removal of impacted cerumen requiring Instrumentation, unilateral (must attach/use modifier 50 for bilateral procedure)	\$121.00	

92552	Pure tone audiometry (threshold); air only; use this code for screening of persons age 21 or older	\$54.00	
92588	Evoked otoacoustic emissions, comprehensive or diagnostic evaluation (comparison of transient and/or distortion product otacoustic emissions at multiple levels and frequencies)	\$80.00	
94664	Demonstration and/or evaluation of patient utilization of an nebulizer	\$35.00	
94760	Noninvasive pulse oximetry for oxygen saturation	\$10.00	
A4614	Peak expiratory flow rate meter, hand held	\$25.00	
99406	Smoking and Tobacco Use Cessation Counseling Visit, Intermediate, >3 minutes up to 10 minutes	\$24.00	
99407	Smoking and Tobacco Use Cessation Counseling Visit, Intensive, >10 minutes	\$46.00	
96156	Health Behavior Assessment and Re-Assessment (Replaces 96150 & 96151)	\$100.00	
LU021	Completion of form verifying exam (not at time of exam or other billable service)	\$20.00	
S0280	Medical home program, comprehensive care coordination and planning, initial plan	\$75.00	
S0281	Medical home program, comprehensive care coordination and planning, maintenance of plan plan	\$225.00	
<b>Clinical Laboratory</b>			
Lab Handling			
36415	Collection of Venous Blood by Venipuncture	\$13.00	
36416	Collection of Capillary Blood Specimen	\$12.00	
99000	Lab handling fee	\$15.00	
In House Labs			



80061	Cholesterol, in-house testing (T. Chol, HDL, Triglycerides)	\$45.00	
81002	Urinalysis by dipstick	\$20.00	
81025	Urine pregnancy test	\$30.00	
82120	Amines, vaginal fluid	\$10.00	
82270	Hemocult	\$10.00	
82947	Glucose random	\$15.00	
83986	Vaginal pH	\$10.00	
85018	Hgb (fingerstick)	\$15.00	
87205	Gram Stain, smear	\$10.00	
87210	Wet Mount/prep	\$20.00	
87804	Influenza, A/B; Rapid test	\$20.00	
87880	Streptococcus, Group A; Rapid test	\$20.00	
89060	Fern Test	\$15.00	
State Labs			
83655	Blood Lead	N/C	
86703	HIV-1 Antibody and HIV-2 Antibody, single result	N/C	
87265	Bordetella Pertussis Swab	N/C	
87252	Herpes Virus Culture	N/C	
87501	Influenza test	N/C	
87177	Ova and parasites; stool	N/C	
83020	Sickle Cell	N/C	
87045	Stool Culture	N/C	
87593	Monkeypox	N/C	
87635	COVID-19 PCR	N/C	
86592	RPR (screen)	N/C	
86593	Syphilis Test (Quantitative)	N/C	
87081	GC Culture (oral, rectal)	N/C	
87491	Chlamydia NAAT	N/C	
87591	Gonorrhea NAAT	N/C	
86709	Hep A, IgM, antibody	N/C	
86704	Hep B Core, Total antibody	N/C	
86706	Hep B, Surface antibody	N/C	
87340	Hep B, Surface antigen	N/C	
86803	Hep C, Anti-HCV CMIA	N/C	
87521	Hep C, HCV, RNA	N/C	
Natera Labs			
81220	Horizon Screen-Advanced Carrier Screening	Billed by Natera	
81420	Panorama Screen-Chromosomal Abnormalities Screening	Billed by Natera	

Quest Labs			
84460	ALT	Billed by Quest	
83540	Iron	Billed by Quest	
86850	Antibody Screen	Billed by Quest	
84450	AST	Billed by Quest	
80048	Basic Metabolic Panel	Billed by Quest	
84520	BUN	Billed by Quest	
85025	CBC	Billed by Quest	
80053	Comprehensive Metabolic Panel	Billed by Quest	
87081	Culture Screen	Billed by Quest	
80051	Electrolyte panel	Billed by Quest	
82728	Ferritin Level	Billed by Quest	
83001	FSH	Billed by Quest	
87149	Group B Strep	Billed by Quest	
87491	Chlamydia (Gen-Probe)	Billed by Quest	
87591	Gonorrhea (Gen-Probe)	Billed by Quest	
82950	Glucose-1 hour	Billed by Quest	
82951	Glucose-3 hour	Billed by Quest	
87340	Hepatitis B Surface Antigen	Billed by Quest	
86706	Hepatitis B surface antibody (HBsAB)	Billed by Quest	
86803	Hepatitis C antibody	Billed by Quest	
86694	Herpes Simplex, non-specific	Billed by Quest	
86677	H-Pylori (antibody)	Billed by Quest	
83036	Hemoglobin A1C	Billed by Quest	

87624	HPV Typing	Billed by Quest	
83002	LDH	Billed by Quest	
80076	Hepatic Function Panel	Billed by Quest	
80055	OB Panel	Prenatal Use	
88142	Pap Smear	Billed by Quest	
84132	Potassium, serum	Billed by Quest	
84146	Prolactin	Billed by Quest	
86592	Syphilis Test (Qualitative)	Billed by Quest	
86762	Rubella antibody	Billed by Quest	
84702	HCG, quantitative	Billed by Quest	
84403	Testosterone, total	Billed by Quest	
84479	Thyroid hormone (T3 or T4)	Billed by Quest	
84436	Thyroid (T4)	Billed by Quest	
84443	Thyroid stimulating hormone (TSH)	Billed by Quest	
84478	Triglycerides	Billed by Quest	
84550	Uric acid, Blood	Billed by Quest	
87088	Urine Culture	Billed by Quest	
80307	Urine Drug Screen	Billed by Quest	
84156	24-Hr Urine	Billed by Quest	
82043	Urine, microalbumin	Billed by Quest	
87491	Urine NAAT/Chlamydia	Billed by Quest	
86787	Varicella Zoster Antibody	Billed by Quest	
85730	PTT	Billed by Quest	

86140	C-Reactive Protein	Billed by Quest	
86308	Heterophile Antibodies Screening (screening test for Mononucleosis)	Billed by Quest	
80074	Acute Hepatitis Panel	Billed by Quest	
82306	Vitamin D level	Billed by Quest	
82540	Creatinine	Billed by Quest	
82607	Cyanocobalamin (Vitamin B-12)	Billed by Quest	
83550	Iron binding capacity	Billed by Quest	
84144	Progesterone	Billed by Quest	
84153	Prostate Specific Antigen (PSA), Total	Billed by Quest	



**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:** Alyssa Harris, Public Health Director  
**DATE:** February 23, 2023  
**SUBJECT:** Rowan County Health Department - Designation as a Non-Public Forum

---

Similar to the Rowan County Department of Social Services, the Rowan County Health Department is requesting the Board approve a Policy designating the Health Department as a non-public forum to protect the privacy rights of clients seeking health care and related services.

The Rowan County Board of Health unanimously approved the request to designate the Health Department as a Non-Public Forum at the meeting on Tuesday, February 14<sup>th</sup>, 2023. The votes included: Judy Klusman, County Commissioner; Dari Caldwell, Board of Health Chair; Dr. Amy Wilson, Board of Health Vice Chair; Carla Rose, Public Member; John Thomason, Public Member; Giles Goodman, Engineer; Dr. Mike Fuller, Pharmacist; and Dr. Corrie Connolly, Veterinarian. All were in agreement.

The Rowan County Board of Health respectfully requests Board of Commissioner's approval of this policy.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RCHD - Memo - Designation as Non-Public Forum	2/23/2023	Cover Memo

**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

**MEMO**

To: Rowan County Board of Commissioners  
From: Alyssa Harris, Public Health Director  
CC: Aaron Church, County Manager  
Date: February 23, 2023  
Re: Rowan County Health Department as a Non-Public Forum

**Situation:**

The First Amendment audit in practice is often a claim to be testing whether a local government is complying with the First Amendment by allowing them to film freely. This nationwide movement, loosely connected through social media and other online platforms, involves individuals who film their encounters with government officials and employees and subsequently post the videos online.

First Amendment auditors argue that their filming activities serve as an important form of accountability for government officials. Indeed, video recordings can provide a powerful medium for exposing corrupt or unlawful behavior. Many recent examples of law enforcement officers using excessive force would not have come to light without viral videos filmed by bystanders. On the other hand, many First Amendment audit videos are not capturing matters of public controversy. Rather, many of these videos capture mundane vignettes at local government buildings, such as a town clerk sitting at her desk, a receptionist at a tax assessor's office, or signs on the walls of city hall.

More information can be found: <https://canons.sog.unc.edu/2022/11/responding-to-first-amendment-audits-is-filming-protected-by-the-first-amendment/>

**Background:**

The Rowan County Department of Public Health provides a wide range of healthcare and social support programs, all of which are held to strict standards of confidentiality. Specifically,

- HIPAA Privacy Rule (45 CFR<sup>1</sup> Parts 160 and 164): This is a federal law that governs when covered entities—a term that includes most health care providers, including LHDs—may use and disclose protected health information.

- Public health patient confidentiality law (GS<sup>2</sup> 130A-12): This is a state law that applies only to North Carolina LHDs and the NC Department of Health and Human Services (DHHS). Under this law, records in the possession of LHDs or DHHS are confidential and not subject to NC's public records law if they contain any of the following types of information:

- Information that is privileged under state law,
- Information that is protected under HIPAA, or



**Rowan County Health Department  
1811 East Innes Street – Salisbury, NC 28146-6030**

- Information that is collected under the authority of the child lead screening an investigation program.

**POLICY**

To ensure safety and protect confidentiality, it is determined that the Rowan County Department of Health entry and waiting areas for patients are a nonpublic forum. Citizens with official business or for activities specifically authorized by the Health Director are allowed in the lobby area. The Department prohibits filming, recording, live-streaming, or any other type of recording that would compromise the identities of citizens conducting private business at the Department. Those without legitimate business within the Rowan County Department of Health may be asked to leave by someone of authority.

This is in alignment with the declaration of the Rowan County Department of Social Services as a Non-Public Forum.

**Recommendations:**

The Rowan County Board of Health unanimously approved the request to designate the Health Department as a Non-Public Forum at the meeting on Tuesday, February 14<sup>th</sup>, 2023. The votes included: Judy Klusman, County Commissioner; Dari Caldwell, Board of Health Chair; Dr. Amy Wilson, Board of Health Vice Chair; Carla Rose, Public Member; John Thomason, Public Member; Giles Goodman, Engineer; Dr. Mike Fuller, Pharmacist; and Dr. Corrie Connolly, Veterinarian. All were in agreement.

The Rowan County Board of Health respectfully requests Board of Commissioner's approval of this policy.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Pamela Ealey, Planning Technician  
**DATE:** 2/23/23  
**SUBJECT:** Schedule public hearing for road name change

---

**Road Name Change—SET PUBLIC HEARING**

In accordance with NCGS 153A-239.1, a public hearing should be scheduled for the March 20, 2023, County Commission meeting to consider and receive comment for the following road name requests:

1. Currently Known As: **N/A**

Proposed Name: ***Brownstone Dr***

Location: driveway that connects to Jim Neely Rd in the 100 block and then connects to SR601 US 601 Hwy in the 7400 block.

Property Owners: The Equity Group

Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

2. Currently Known As: **N/A**

Proposed Name: ***Tulip Rd***

Location: driveway that connects to Bull Hill Rd in the 100 block and then connects Jim Neely Rd in the 100 block.

Property Owners: The Equity Group

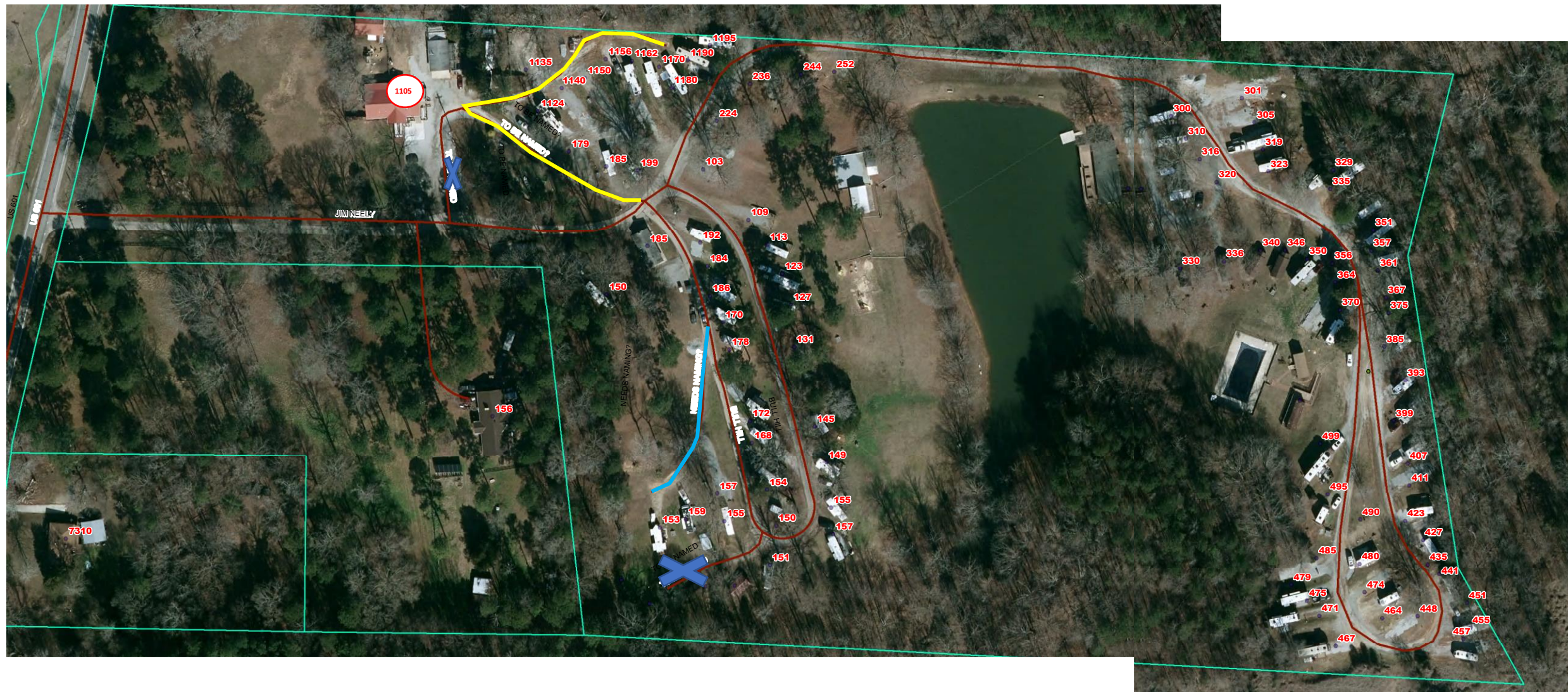
Reason for Change: change in addressing ordinance requires all campground sites to have an individually numbered address and for all roads to be named.

Schedule public hearing for the naming of Brownstone Drive and Tulip Road for the March 20, 2023 County Commissioners Meeting.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
GIS Carolina Rose Campground	2/23/2023	Cover Memo
Petition and Email Carolina Rose	2/23/2023	Cover Memo







ROWAN COUNTY  
Planning and Development  
Road Naming Petition



Return this completed petition form to:  
Rowan County Planning and Development  
Pamela Ealey, Planning Technician  
402 N Main Street  
Salisbury, NC 28144  
Phone: 704 216-8603 Fax: 704 216-7986  
Email: [pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

The General Statutes of the State of North Carolina, NCGS 153A-239.1, authorizes the Rowan County Board of Commissioners to name or rename any road within the County not lying within the corporate limits of a municipality. The address program administration (APA), which is comprised of staff from Rowan County's Information Technology Department's Geographic Information Systems (GIS) Division, Planning and Development Department and Emergency Services' Telecommunications Division, are assigned to administer this article.

This petition must be completed for all requests. If you are naming a private road, **please enclose a sketch of the road with all homes and resident's names and current addresses along the road.** It is very important to depict all homes on the diagram. These names and structures will be referenced with county tax maps to help ensure an accurate property address. In addition, all rental housing along the road with names and addresses of the current tenants should be included on the diagram. FOLLOWING THE DIRECTIONS THROUGHOUT THIS PETITION IS NECESSARY FOR PROCESSING IN A TIMELY MANNER.

**NEW NAME PROPOSED FOR THE ROAD:**

Please choose three different names for the proposed road name. These choices should be listed in order of preference. The APA utilizes the National Emergency Number Association (NENA) United States Civic Location Data Exchange Format (CLDX) Standard as a guide for establishing or accepting road names. Based on NENA CLDX guidance and in its discretion as administrator of this ordinance, the APA may reject any proposed road name that:

1. Is duplicated elsewhere in the county (including a municipality) or sounds deceptively similar to an existing road name. This includes the use of homophones, e.g. bear and bare, pen and pin.
2. Is not easily enunciated or pronounced, especially in any emergency.
3. Intends to use specific names of individuals or property owners along the road.
4. Uses directional identifiers (N, S, E, W) and thoroughfare abbreviations (way, alley, etc.) in conjunction with an existing road name for consideration as a proposed road name.
5. Uses special characters, such as hyphens, apostrophes, periods or decimals in road name.

**PLEASE CALL PLANNING OFFICE TO VERIFY YOUR ROAD NAME CHOICE**

**PRIOR TO RETURNING PETITION.**

First Choice: Brownstone Dr.  
Second Choice: Tulip Rd  
Third Choice: \_\_\_\_\_

2 roads  
to name

***It is also important to remember that any or all addresses along the road may be changed during the naming process***

# ROAD NAME PETITION

We the undersigned present this petition and request that a public hearing be set by the Rowan County Board of Commissioners to consider the following matter indicated by a check mark (✓) and described below:

- ☒ Assignment of a name to an unnamed road.
- ☐ Changing the name of road.

Describe the location of road in relation to a major highway or state road: drive off of Jim Neely Rd which is off SR601 US 601 Hwy in the 7400 block. Current name of the road, if it has no name, write "no name" No name. At no cost to the petitioners, Rowan County will erect a street sign after the road name has been approved by the process outlined below. However, if the petition seeks to change the name of an existing road a street sign fee of \$150 is required prior to the petition being processed.

**Petitioners:**

Petitioners are property owners who own property along the road being named. Along with each signature include the mailing address, telephone number, tax map and parcel number. In order for the petition to be processed, a majority of the PROPERTY OWNERS along the road must be in favor of the petition. A majority consists of 50% + 1 of the property owners. Petitions having less than a majority may be returned to the petition leader for additional signatures or may be submitted for board of commissioner approval through the special consideration procedure. **UNANIMOUS** and **MAJORITY** petitions may be approved by the board of commissioners following a public hearing. **SPECIAL CONSIDERATION** petitions will be processed as follows:

**Less than majority** – All property owners along the road to be named will be notified by the APA of the proposed road name choice and that no additional petitions will be accepted for consideration. Final action on the petition will be taken by the board of commissioners.

***Lack of submittal*** – Failure to return a road naming petition within thirty (30) days to the APA shall indicate that property owners along the road are agreeing to use the name proposed by the APA. Final action will be taken by the board of commissioners.

***All property owners will receive notification from the APA of the new road name and potentially their new address number after the board of commissioners' decision.***

**Petition leader:**

One of the property owners must be the petition leader, they will be the person the APA will communicate with should there be any questions or clarifications needed, ***the petition leader should be the first signature below.*** The petition leader must own property along the proposed road. The petition leader should coordinate all of the property owner's signatures and submit the completed petition to the Rowan County Planning and Development office.

Signature	Printed Name	Mailing Address	Phone Number	Tax Map#-Parcel #
Sig email				304 017



## Ealey, Pamela C

---

**From:** Jen Ullrich <jen@therequitygroup.com>  
**Sent:** Tuesday, February 21, 2023 7:34 PM  
**To:** Ealey, Pamela C  
**Cc:** Ryan Rivers; Kristy Busch  
**Subject:** Re: Cobble Hill Campground (Carolina Rose RV LLC)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

Thanks so much Pamela.

Jen Ullrich  
Phone: 845-721-4901

On Wed, Feb 15, 2023 at 11:01 AM Ealey, Pamela C <Pamela.Ealey@rowancountync.gov> wrote:

Hello Jen, I just wanted to let you know that 911 approved Brownstone Dr and Tulip Rd. Cobble Hill was declined because Cobble sounds like Cauble, which is a pretty widely used name in the county, 5 streets named Cauble something...

The next step will be to take this to the Rowan County Board of Commissioners, which I will take care of for you. You will receive a notification in the mail approximately 7 days before the hearing, and you may be present if you wish, but if is not necessary. I anticipate the hearing will be on March 20<sup>th</sup>. After the hearing I will order the new street signs (they take 4-6 weeks) and I will send out notification letters with all of the new address numbers. Please do not hesitate to contact me if you have any questions or concerns. Thanks for your help!



**Pamela Ealey**  
Planning Technician  
Rowan County Planning & Development  
402 N. Main St. | Suite 204 | Salisbury, NC 28144  
(704) 216-8603 (Direct) | (704) 216-8588 (Main)  
[pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

---

**From:** Jen Ullrich <jen@therequitygroup.com>  
**Sent:** Tuesday, February 14, 2023 8:39 AM  
**To:** Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>



Cc: Ryan Rivers <[Rivers@trgliving.com](mailto:Rivers@trgliving.com)>; Kristy Busch <[kristy@trgliving.com](mailto:kristy@trgliving.com)>

Subject: Re: Cobble Hill Campground (Carolina Rose RV LLC)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the "Report Phish" button.

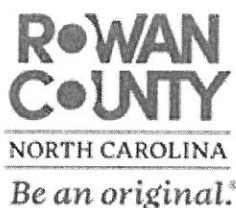
Thanks Pamela.

Jen Ullrich

Phone: 845-721-4901

On Tue, Feb 14, 2023 at 8:37 AM Ealey, Pamela C <[Pamela.Ealey@rowancountync.gov](mailto:Pamela.Ealey@rowancountync.gov)> wrote:

Good morning Jen, I have looked at every suggestion, and the one's that I believe 911 will approve are Brownstone Dr, Cobble Hill and Tulip. I am sending this list to 911 for their input. The only thing that probably could change is the suffix "Road", they typically like to reserve this for larger connecting roads. I will let you know what they say.



**Pamela Ealey**

Planning Technician

Rowan County Planning & Development

402 N. Main St. | Suite 204 | Salisbury, NC 28144

(704) 216-8603 (Direct) | (704) 216-8588 (Main)

[pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

---

**From:** Jen Ullrich <[jen@therequitygroup.com](mailto:jen@therequitygroup.com)>

**Sent:** Monday, February 13, 2023 8:48 PM

**To:** Ealey, Pamela C <[Pamela.Ealey@rowancountync.gov](mailto:Pamela.Ealey@rowancountync.gov)>

**Cc:** Ryan Rivers <[Rivers@trgliving.com](mailto:Rivers@trgliving.com)>; Kristy Busch <[kristy@trgliving.com](mailto:kristy@trgliving.com)>

**Subject:** Re: Cobble Hill Campground (Carolina Rose RV LLC)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Hi Pamela,

Will any of these work for the new road names?

- Gold Hill Road
- Brownstone Drive
- Maple Drive
- Cobble Hill Road
- Tulip Road
- Daisy Lane
- Cobble Stone Road

Thanks so much for the sample, we really appreciate it.

Regards,

Jen

Jen Ullrich

Phone: 845-721-4901

On Fri, Feb 10, 2023 at 11:26 AM Ealey, Pamela C <[Pamela.Ealey@rowancountync.gov](mailto:Pamela.Ealey@rowancountync.gov)> wrote:

## Ealey, Pamela C

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**From:** Ealey, Pamela C  
**Sent:** Friday, February 10, 2023 11:26 AM  
**To:** Jen Ullrich  
**Cc:** Ryan Rivers; Kristy Busch  
**Subject:** RE: Cobble Hill Campground (Carolina Rose RV LLC)  
**Attachments:** Sign Sample.pdf

Jen,

Thanks so much for getting back to me, it is really strange, just yesterday I was trying to search for contact information on your company to ask about this before I randomly assigned street names. The tax address on the parcel is still showing as 401 E. Jackson St, Ste 3300, Tampa, FL, I sent the initial letter to this address in November and it came back undeliverable, so you may want to see about changing the address so that you receive your tax bill, the contact number for this is 704-216-8558 .

The county will provide the new street signs. I need you to try and submit at least 3 names per road, both of the names you submitted will not be allowed, there is already a Peeler Rd, and per ordinance there can be no more "Peeler" roads, even if you change to "drive". The second name, Old Stone Road, already exists as well with Stone Rd and also Old Stone House Rd, the existing road names are too close to your selection to use.

I would encourage you to think outside of the box in naming the roads, avoid hard to spell names and names of a person. I believe Cobble Hill could be used, some other suggestions are Bunkhouse or Caravan. Don't worry too much about the suffixes, like Drive, Road, etc, 911 will assign the suffix.

And, finally, I have attached an example of what I believe a sign could look like with the address number and the lot number. The ordinance states '4" reflective numbers on a contrasting color sign so that it is visible from the interior park drive' for the address number. I would encourage you to convert to just the address numbers, for less chance of confusion. Ultimately this ordinance was passed to save lives, there have been multiple cases of emergency care being delayed in a campground setting. These cases range from minor injury up to death, due to delay of care. Please get back to me with some more name choices, thank you!



**Pamela Ealey**  
Planning Technician  
Rowan County Planning & Development  
402 N. Main St. | Suite 204 | Salisbury, NC 28144  
(704) 216-8603 (Direct) | (704) 216-8588 (Main)  
[pamela.ealey@rowancountync.gov](mailto:pamela.ealey@rowancountync.gov)

**From:** Jen Ullrich <jen@therequitygroup.com>  
**Sent:** Friday, February 10, 2023 9:30 AM  
**To:** Ealey, Pamela C <Pamela.Ealey@rowancountync.gov>  
**Cc:** Ryan Rivers <Rivers@trgliving.com>; Kristy Busch <kristy@trgliving.com>  
**Subject:** Cobble Hill Campground (Carolina Rose RV LLC)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Report suspicious emails by clicking the **"Report Phish"** button.

Hi Pamela,

Sorry for the delay on this. Here are our choices for renaming the 2 roads in Cobble Hill Campground. Does the city provide the new street signs or is that our responsibility?

For renaming of the roads at Cobble Hill, we would like to go with the following street names.

- Old Stone Road (Blue Road)

- Peeler Drive (Yellow Road)

For us we operate by site #s for our campers, how have you seen campground owners display your required address & site # so it's not confusing.

Thanks,

Jen



## Jen Ullrich

Operations Manager TRG Management

- Mobile: 845-721-4901
- Email: [Jen@therequitygroup.com](mailto:Jen@therequitygroup.com)
- Website: [trgliving.com](http://trgliving.com)
- Address: PO Box 173089, Tampa, FL 33672





**1125**

**LOT 10**



**Reflective**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Anna Bumgarner, Finance Director  
**DATE:** 03/06/2023  
**SUBJECT:** Capital Projects Ordinance - West End Plaza

---

On January 23, 2023, the Board approved the financing agreement and it was approved by the LGC on February 6, 2023. The installment financing closed with TD Bank on February 16, 2023. Section 13.2 of Chapter 159 of the General Statutes of NC to establish a Capital Projects Ordinance.

Attached Capital Projects Ordinance - West End Plaza.

Board of Commissioners to approve the Capital Projects Ordinance - West End Plaza.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Project Ordinance	2/23/2023	Ordinance

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



Aaron Church, County Manager  
Sarah Pack, Clerk to the Board  
John W. Dees, II, County Attorney

## Rowan County Board of Commissioners

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

### ROWAN COUNTY WEST END PLAZA CAPITAL PROJECTS ORDINANCE

Be it ordained by the Rowan County Board of Commissioners that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Projects Ordinance is hereby adopted.

Section 1. This project consists of the renovation of a portion of the West End Plaza (formerly the Salisbury Mall) for the purpose of creating a 1,000-person meeting room and associated conference rooms, storage, and warming kitchen, and converting space to agricultural center offices, as well as certain exterior improvements.

Section 2. The following revenue is available for the project:

Fund Balance	\$ 1,909,885
Installment Financing	<u>28,600,000</u>
Total Revenue	<u>\$ 30,509,885</u>

Section 3. The following amounts are appropriated for the project:

Architectural Fees	\$ 1,287,025
Construction Costs	25,630,800
Construction-Soft Costs	1,524,500
Construction-Contingency	1,922,310
Attorney/Financing/Closing Fees	<u>145,250</u>
Total Appropriations	<u>\$ 30,509,885</u>

Section 4. The Finance Department is hereby directed to maintain a Capital Projects Budget with sufficient detailed accounting records as to comply with G.S. 159-28, Budgetary Accounting for Appropriations.

Section 5. Copies of the Capital Projects Ordinance shall be made available to the County Manager and Finance Director for direction in carrying out this project.

Adopted this the \_\_\_\_ day of \_\_\_\_\_, 2023.

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Greg Edds  
Chairman, Board of Commissioners

ATTEST

---

Sarah Pack  
Clerk to the Board

Equal Opportunity Employer

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Ann Kitalong-Will, Dir. Grants Admin/Govt Rel; Alyssa Harris, Public Health Director  
**DATE:** 2/20/23  
**SUBJECT:** GRANT FUNDING: FY24 Consolidated Agreement between NCDHHS and Rowan Public Health Department

---

The attached is the **FY24 Consolidated Agreement** is between Rowan County Public Health and the NC Department of Health and Human Services (DHHS), Divisions of Child & Family Well-being (DCFW), and Public Health (DPH). [Collectively, NCDHHS]

The consolidated agreements and their associated "Agreement Addenda" (AA) are the primary mechanism that DPH and DCFW use to: (1) grant state and federal funding to local health departments; and (2) identify any applicable expectations or requirements tied to those funds.

**Recommendation:**

Approve the County Manager to sign the FY24 Consolidated Agreement with NC Department of Health and Human Services to accept funding for the Rowan County Health Department.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
FY24 Health Dept. Consolidated Agreement	2/23/2023	Exhibit



## FY 2024 CONSOLIDATED AGREEMENT

This Consolidated Agreement is made between the **North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (hereinafter referred to as “**DCFW**”) and **Division of Public Health** (hereinafter referred to as “**DPH**”), (herein DCFW and DPH collectively referred to as “**NCDHHS**”), and the **Rowan County Public Health** (herein after referred to as “**LHD**”) (herein NCDHHS, NCDPH, and LHD may individually be referred to as a “party” and collectively as the “parties”) for the purposes of maintaining and promoting the advancement of public health in North Carolina. This Consolidated Agreement shall cover a period from June 1, 2023 to May 31, 2024 and shall remain in force until the next Fiscal Year Consolidated Agreement is signed except as provided for in Section X. Provision of Termination.

Now, therefore, NCDHHS and LHD agree that the provisions and clauses herein set forth shall be incorporated in and constitute the terms and conditions applicable for activities involving State funding. (State funding or funds means State, federal, and/or special funding or funds throughout this Consolidated Agreement and any Agreement Addenda.)

### I. LHD RESPONSIBILITIES

#### A. Performance

1. LHD shall perform activities in compliance with applicable program rules contained in the North Carolina Administrative Code (NCAC), as well as all applicable federal and North Carolina laws and regulations.
2. LHD shall perform the activities specified in the Agreement Addenda for State-funded budgets. LHD must negotiate these Agreement Addenda in good faith to the satisfaction of NCDHHS representatives as part of the Agreement execution. LHD will meet or exceed the Agreement Addenda deliverables unless extenuating circumstances prevail and are explained in writing and subsequently approved by the NCDHHS division, section, branch, or program.
3. LHD shall be committed to achieve health equity, promote inclusion of all populations affected by conditions contributing to health disparities (including race or ethnicity, sex, sexual identity, age, disability, socioeconomic status, and geographic location), and ensure all staff, clinical and non-clinical, participate in ongoing training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity. LHD shall administer and enforce all rules that have been adopted by the Commission for Public Health or adopted by the Local Board of Health, Consolidated Human Services Board, or Board of County Commissioners (hereinafter referred to as “LHD governing board”), and laws that have been enacted by the North Carolina General Assembly.
4. LHD shall provide to DPH a copy of any rules adopted, amended, or rescinded by the LHD governing board pursuant to N.C.G.S. § 130A-39 Powers and duties of a local board of health and Public Health Ordinances adopted by the County Commissioners, within 30 days of adoption or rescission. These rules and ordinances are to be sent to the Deputy Director of DPH or designee.
5. LHD shall provide formal training/orientation for its LHD governing and/or advisory board members.
6. LHD shall not require a client to present identification that includes a picture of the client for, at a minimum, immunization, pregnancy prevention, sexually transmitted disease, and communicable disease services.

7. LHD shall provide or assure provision of Care Management for High-Risk Pregnancies (CMHRP) and Care Management for At-Risk Children (CMARC). These services may be funded by Medicaid, state or federal funding through Agreement Addenda, private funders, or local funds.
  - a. Per the federal Child Abuse Prevention and Treatment Act (CAPTA) requirements, a notification to the county child welfare agency must occur upon identification of an infant as “substance-affected,” as defined by NCDHHS, for the development of a Plan of Safe Care (POSC). The POSC requires that all substance-affected infants be referred by the local Child Welfare Agency to CMARC for care management and care coordination, regardless of insurance coverage.
  - b. Medicaid requires that the LHD has the first right of refusal to provide CMHRP and CMARC services for SFY22 – SFY24.
  - c. LHD shall use every resource including technical assistance from the regional consultants and State CMHRP and CMARC program leads to resolve issues to prevent care gaps and discontinuation of services.
  - d. In the event that LHD determines it cannot directly provide CMHRP and/or CMARC, LHD shall:
    - 1) Notify the DCFW and DPH Directors in writing of LHD’s intention to discontinue the services at least 180 calendar days in advance of discontinuing the provision of CMHRP and/or CMARC. If 180 days’ advance notice is not possible, LHD must provide as much notice as possible and is still responsible to provide the services until those services are sufficiently transitioned to another entity;
    - 2) Follow the Care Management Service Termination and Transfer of Services<sup>1</sup> process from the Division of Health Benefits; and
    - 3) Cooperate with DPH in identifying another local health department that can provide these care management services.
8. LHD shall notify the DCFW and DPH Directors if any of the following occurs:
  - a. There is a legal name change to LHD.
  - b. A local health director or interim local health director is appointed or leaves office.
  - c. LHD becomes part of a consolidated human services agency, a district, or a public health authority.
  - d. There is any other governance change.
  - e. LHD is not subject to the NC Human Resources Act.

Notification should be in writing within the next business day and provide a governance organizational chart and any relevant supporting documents reflecting the changes.

9. LHD shall retain financial and program records including electronic records in accordance with the North Carolina Department of Natural and Cultural Resources’ Local Government Schedules records retention policy<sup>2</sup> and in accordance with the retention of those records as described in Section IV. Fiscal Control, Paragraph F. Records resulting from these services shall not be destroyed, purged, or disposed of except in accordance with the records retention policy and in accordance with State and federal law. The State’s basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following

<sup>1</sup> <https://medicaid.ncdhhs.gov/media/11881/open>

<sup>2</sup> <https://archives.ncdcr.gov/government/local>

submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Consolidated Agreement or any Agreement Addenda has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

## **B. Data/Reporting**

1. LHD shall report client, service, encounter, and other data as specified by applicable program rules, Agreement Addenda for State-funded budgets, North Carolina General Statutes, the North Carolina Administrative Code, and/or federal law or regulation. Data shall be reported through North Carolina's centralized reporting system known as the LHD Health Services Analysis (LHD-HSA). To ensure that such data is accurately linked to the specific client served in a manner that results in a unique identifier from the DHHS Common Name Data Service except as allowed by N.C.G.S. § 130A-34.2, LHD shall allow the State to submit (on its behalf) the Social Security Numbers of all clients to the Social Security Administration for verification.
2. LHD shall submit monthly reports of On-Site Wastewater activities to the On-Site Water Protection Branch in the Environmental Health Section of DPH in the format provided by the Environmental Health Section.
3. LHD shall provide access to patient records to authorized staff from DCFW and DPH for technical consultation, program monitoring, and program evaluation, as specified by this Consolidated Agreement, Agreement Addenda for State-funded budgets, North Carolina law, North Carolina Administrative Code, and federal law and regulation.
4. In accordance with N.C.G.S. § 130A-94, the local health director shall serve as the local registrar of vital statistics. In accordance with N.C.G.S. § 130A-96, the local registrar shall appoint a deputy local registrar. The LHD shall report the name and contact information of any local registrar and deputy local registrar to the State Registrar of Vital Statistics within 24 hours of appointment. The LHD shall also report to the State Registrar when any local registrar or deputy registrar resigns or otherwise departs from the role. The local registrar shall fulfill duties as set out in N.C.G.S. § 130A-97. In accordance with N.C.G.S. § 130A-97(5), the local registrar may have a copy of the data from each certificate and maintain it for up to two years. This data shall be maintained securely, as set out in Subparagraphs 5., 6., and 7. below, and used in accordance with applicable law.
5. LHD shall provide network and internet access at its facilities (or to the county network where desired) in order to:
  - a. Connect with critical data and surveillance systems including, but not limited to, the North Carolina Health Alert Network (NC HAN), North Carolina Electronic Disease Surveillance System (NC EDSS), North Carolina Immunization Registry (NCIR), Local Health Department Health Services Analysis (LHD-HSA), North Carolina Crossroads WIC System, North Carolina Database Application for Vital Events (NCDAVE), and Electronic Birth Registration System (EBRS);
  - b. Rapidly communicate email alerts to and from DPH regarding bioterrorism and public health topics (outbreaks, emergency alerts, etc.);
  - c. Access NCDHHS training material and information used for training staff, including access to webinars;
  - d. Maintain a secure infrastructure for remote data entry; and

- e. Report electronically all required Environmental Health Section inspection data in the format and frequency specified by DPH.
6. LHD may utilize security products (e.g., firewalls) of its choosing to maintain network connectivity and security integrity. The LHD network configuration and security practices must allow communication with systems within the NCDHHS networks.
7. LHD shall be responsible to report all privacy and security breaches that may affect NCDHHS data and surveillance systems to NCDHHS as soon as possible but no later than 24 hours from discovery of the breach by completing a report via the NCDHHS Privacy and Security Office – Incident Reporting Form.<sup>3</sup> If the breach involves Social Security Administration (SSA) data or Centers for Medicare and Medicaid Services (CMS) data, the LHD shall report the breach within 1 hour of becoming aware of the breach. This may include but is not limited to ransomware attacks, malicious code execution, or network breaches. LHD's access to NCDHHS data and surveillance systems may be limited or turned off until proof of remediation is supplied by LHD. LHD shall reimburse NCDHHS or otherwise be held responsible for the costs associated with giving affected persons written notice of a privacy or security incident, as required by any applicable federal or state law, when the privacy or security incident arises out of LHD's performance under this Consolidated Agreement or Agreement Addenda. If a subcontractor is used by LHD in its performance of this work, the LHD must hold the subcontractor to the same privacy and security requirements set out in this Consolidated Agreement and Agreement Addenda.

### C. Assessments and Plans

1. LHD shall provide to the Director of Community Health Assessment, State Center for Health Statistics or designee:
  - a. A comprehensive community health assessment (CHA) at least every four years for each county or health district as follows:
    - 1) The CHA report is due on the first Monday in March following the year of community health assessment.
    - 2) The CHA report shall be submitted as an attachment via the web-based software, Clear Impact Scorecard. The executive summary and community priorities will appear in the note fields.
    - 3) The CHA shall be a collaborative effort with local partners inclusive of hospitals, businesses, community partners, and local community health coalitions, and the CHA report shall identify a list of community health problems based on the assessment.
    - 4) The CHA report shall include primary and secondary data that is collected and analyzed.
    - 5) Secondary data shall be obtained from published statistical tables and reports from the State Center for Health Statistics (SCHS) or other official sources.
    - 6) Primary data needs and methodologies shall be determined once secondary data have been reviewed and gaps in knowledge about the community are identified.
    - 7) After analyzing primary and secondary data, the CHA report shall describe available community resources and resource needs for the identified community health problems.
    - 8) Each identified community health problem shall be prioritized and described in the narrative. The CHA report shall include data analysis of those indicators listed in the Accreditation Self-Assessment Inventory, Benchmark 1, Activity 1.1.

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<sup>3</sup> <https://security.ncdhhs.gov/>



- b. A Community Health Improvement Plan (CHIP) no later than six months after the completion of the CHA as follows.
  - 1) The CHIP is due by the first Monday in September following the year of assessment.
  - 2) The CHIP shall be submitted via the web-based software, Clear Impact Scorecard.
  - 3) The CHIP shall address a minimum of two priorities identified in the most recent community health assessment.
  - 4) The CHIP shall be data driven and derived by using results-based accountability to focus on both population and program accountability. Results, indicators, programs, and performance measures must be included.
  - 5) The CHIP shall be aligned with one or more of the Healthy North Carolina 2030 indicators and use best evidence interventions targeting health behaviors, the physical environment, social and economic factors, and/or clinical care.
  - 6) The CHIP shall be aligned with the current N.C. State Health Improvement Plan and consider policy recommendations as a best practice opportunity.
  - 7) The CHIP shall be updated at least annually, and LHD must monitor its performance against the CHIP annually.
  - 8) Components of the CHIP may persist across CHA-CHIP cycles when:
    - a) the health problem persists and continues to be a priority; and
    - b) new interventions are needed; and/or
    - c) the interventions need to be expanded to a new target population.
- c. A state of the county or district health report (SOTCH) during each interim year between CHAs as follows:
  - 1) The SOTCH is due by the first Monday in March in years when a CHA is not submitted.
  - 2) The SOTCH shall be submitted via the web-based software, Clear Impact Scorecard.
  - 3) The SOTCH shall include:
    - a) progress made on each performance measure in the CHIP;
    - b) morbidity and mortality changes since the last CHA;
    - c) emerging issues since the last CHA; and
    - d) new, paused, and/or discontinued initiatives since the last CHA.
  - 2. LHD shall make a written request for any variances in submission of CHA, CHIP, and SOTCH documents in advance of the required date of submission. Emails may be sent to the Director, Community Health Assessment, State Center for Health Statistics at [cha.sotch@dhhs.nc.gov](mailto:cha.sotch@dhhs.nc.gov).
  - 3. For LHD accreditation, all instances of Clear Impact Scorecard must be linked to the HNC 2030 Scorecard licensed by the Foundation for Health Leadership & Innovation (FHLI).
  - 4. Refer to guidance located on the North Carolina State Center for Health Statistics website under "Local Data Analysis and Support."<sup>4</sup>

## II. NCDHHS RESPONSIBILITIES

### A. Training, Consultation, and Support

- 1. DCFW and DPH shall provide training to LHD for LHD's response to this Consolidated Agreement and to the Agreement Addenda. Upon request, consultation will be provided by DCFW and/or DPH to LHD.

<sup>4</sup> <https://schs.dph.ncdhhs.gov/units/lhas/cha.htm>

2. DCFW and/or DPH shall provide coordination and support for the education and training for the public health workforce, including developing training opportunities at the Section/Branch/Program level to achieve health equity, promote inclusion of all populations affected by health disparities (including racial/ethnic minority groups and persons with disabilities), and ensure all staff, clinical and non-clinical, have opportunities for training focused on health equity, health disparities, and/or social determinants of health to support individual competencies and organizational capacity to promote health equity.
3. DCFW and DPH shall provide leadership for liaison activities between NCDHHS and LHD for general problem solving and technical support around areas addressed within this Consolidated Agreement.
4. DPH shall provide high-level consultation, technical assistance, and advice to local health directors and teams via the DPH Local and Community Support (LCS) Section. For more information, contact the DPH Deputy Director/LCS Section Chief. Broad content areas include, but are not limited to:
  - a. Board Relations;
  - b. Management Teams and Staffing;
  - c. Policy Development;
  - d. Program Planning and Implementation;
  - e. Quality and Performance Improvement; and
  - f. General Administrative Consultation, including consultation and technical assistance in budgeting, fiscal, administrative and management support topic areas.
5. DCFW and DPH shall provide technical assistance and consultant services, as required, for specific health program areas, including providing guidance and consultation about specific patient clinical issues, when requested. Contact the specific division's section chief or branch head to arrange for technical assistance and consultant services.
6. DPH shall provide course coordination, consultation, and technical assistance on nursing practice and standards, policies, and procedures that cross programs via the DPH LCS Section, Local Technical Assistance and Training Branch (LTATB). Contact the Chief Public Health Nurse/Branch Head, LTATB.
7. DPH shall provide support and consultation to the public health workforce in LHD, through the provision of regional public health consultants who offer technical assistance and training on professional development; program planning, program evaluation and quality assurance and data collection. Contact the Chief Public Health Nurse/Branch Head, LTATB.

## **B. Performance**

1. DCFW and DPH shall act as liaisons between the public health system and the Division of Health Benefits (the State's Medicaid agency) on issues related to Medicaid reimbursed services provided by the State and LHD. DCFW and DPH shall cooperate with the Division of Health Benefits to provide technical assistance, guidance, and consultation to local health programs to ensure compliance with Medicaid policies and procedures.
2. For services of the State Laboratory of Public Health (SLPH), DPH shall:
  - a. Provide free or at-cost mailers that meet the US Postal Service/DOT UN3373 Biologic substance shipping and packaging regulations for samples submitted to the SLPH only, when ordered via the SLPH's web-based mailroom ordering system;

- b. Ensure qualified personnel to process, analyze, and report test results;
  - c. Ensure that SLPH maintains Clinical Laboratory Improvement Amendments of 1988 (CLIA) certification;
  - d. Submit invoices to LHD via electronic means;
  - e. Collect interest (per N.C.G.S. § 147-86.23 Interest and penalties) and a 10% late fee as appropriate; and
  - f. Provide a qualified Laboratory Director and a Technical Consultant for LHD's laboratories participating in the North Carolina SLPH CLIA Contract Program. Services provided by the oversight of this personnel include training and continuing education, CLIA inspection assistance, proficiency testing and enrollment, competency assessment, and models for laboratory forms, procedures, and policies.
3. DCFW and DPH will provide support and technical assistance for LHD to comply with all applicable laws, regulations, and standards relating to the activities covered in this Consolidated Agreement.
  4. DCFW and DPH shall conduct reviews, audits, and program monitoring to determine compliance with the terms of this Consolidated Agreement and its associated Agreement Addenda.

### **C. Data/Reporting**

1. DCFW and DPH shall provide automated data and surveillance systems to collect DCFW and DPH program-related data from client, service, encounter, and other data on behalf of LHD and other public health programs. DCFW and DPH shall provide business and technical support to the users of these systems. DCFW and DPH shall notify LHD as opportunities and/or timelines for improved or emerging technology systems occur. These systems may include, but are not limited to:
  - a. LHD-Health Services Analysis: for automated reporting of clinical service data fields;
  - b. Environmental Health Inspection Data System (EHIDS) for Food and Lodging inspection and billing data;
  - c. Electronic surveys for gathering statewide data for external funders;
  - d. Aid-to-Counties Database for reporting and claiming State funds and any federal funds which are allocated by DPH;
  - e. North Carolina Health Alert Network (NC HAN);
  - f. North Carolina Electronic Disease Surveillance System (NC EDSS);
  - g. North Carolina Immunization Registry (NCIR);
  - h. Electronic Birth Registration System (EBRS);
  - i. COVID-19 Community Team Outreach (CCTO) Tool;
  - j. COVID-19 Vaccine Management System (CVMS); and
  - k. North Carolina Database Application for Vital Events (NCDAVE) for electronic death registration.

Other automated data and surveillance systems may be added as they are developed; others may be discontinued.

2. DCFW and DPH shall be responsible in its use of data received and reviewed in its various roles as a public health authority, health oversight agency, and business associate. Protected health information (PHI) received by DCFW and DPH in its capacity as a covered entity or business associate shall be

protected as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (see Attachment B: Business Associate Agreement Addendum to this Consolidated Agreement).

**D. Fund Availability and Notification:** DCFW and DPH shall provide to LHD the Budgetary Estimates of Funding Allocations no later than February 14 of each year to use in preparation of its local budget proposals per current General Statute unless exceptions are noted in the respective Agreement Addenda.

1. An exception is the Food and Lodging distributions required by N.C.G.S. § 130A-248(d). DPH shall provide the Food and Lodging funding allocation on the Distribution Spreadsheet, which will accompany the Activity 874 Food and Lodging Agreement Addendum.
  - a. The Food and Lodging Local Health Department Request for Payment Form (DPH EH 2948) will accompany the Agreement Addendum for Activity 874 Food and Lodging and will be provided to LHD no later than March 30 for the State Fiscal Year (SFY) in which payment will be made. DPH shall disperse Food and Lodging funds to LHD upon receipt of the executed Agreement Addendum and the signed, completed, and approved Food and Lodging Local Health LHD Request for Payment Form.
2. DCFW and DPH shall each provide a Funding Authorization document to LHD after the receipt of the Certified State Budget.
3. DCFW and DPH shall make funds available to LHD at the beginning of each fiscal year upon receipt of this executed Consolidated Agreement and the executed Agreement Addenda. Funds will be dispersed in accordance with the timely submissions of Expenditure Reports. Payment will be made to LHD according to the NCDHHS Controller's Office Aid-to-Counties Expenditure Control Schedule issued December of each year for the following calendar year.

### **III. FUNDING STIPULATIONS**

#### **A. Use of Funds**

1. Funding for this Consolidated Agreement and all Agreement Addenda is subject to the availability of State, federal, and Special Funds for the purpose set forth in this Consolidated Agreement and the Agreement Addenda.
2. During the period of this Consolidated Agreement, LHD shall not use State, federal or Special Project funds received under this Consolidated Agreement or any Agreement Addenda to reduce locally appropriated funds as reflected in the Local Appropriations Budget (see Section IV. Fiscal Control, Paragraph H. Local Appropriations Budget).

#### **B. Compliance**

1. To receive funding under this Consolidated Agreement, LHD shall comply with 10A NCAC 46, Section .0200 Standards for Local Health Departments.
2. LHD shall maintain authenticated employee time records to document the actual work activity of each employee on a daily basis. The percentage of time each employee spends in each activity shall be converted to dollars based upon the employee's salary and benefits at least on a monthly basis. The computation shall support the charges for salaries and benefits to all federal and State grants (as required in 2 C.F.R. Part 200) as well as provide the documentation of detailed labor cost per activity for preparation of Medicaid Cost Report.
3. LHD charges/billing. LHD shall:
  - a. Establish one charge per clinical/support service for all payors (including Medicaid) based on its related costs as permitted by N.C.G.S. § 130A-39(g);



- b. Bill all payors the established charge (with the exception that when billing 340B Drug Pricing Program drugs or devices to Medicaid, all drugs or devices purchased using 340B Program must be billed to Medicaid at the acquisition cost);
- c. Make every reasonable effort to collect charges for services through public or private third-party payors (except where prohibited by federal regulations or State law) noting, however, that no one shall be refused services solely because of an inability to pay; and
- d. Review all LHD fees, including environmental health fees, annually with the governing body in accordance with the North Carolina Local Health Department Accreditation Board guidance and local policies.

LHD may accept negotiated or other agreed upon lower amounts (e.g., the Medicaid reimbursement rate) as payment in full.

- 4. LHD shall comply with the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), codified at 2 C.F.R. 200, when utilizing federal grant funds.
  - a. When procuring goods and services with federal grant funds, LHD shall apply the most restrictive rule when following federal, State, and local government procurement requirements.
- 5. When administering the Women, Infants, and Children's Program (WIC), LHD must adhere to the requirements set forth in Section 361 of the Healthy Hunger-Free Kids Act of 2010, which amended Section 12(b) of the Richard B. Russell National School Lunch Act (NSLA), 42 U.S.C. 1760(b). This Act requires local health departments to support full use of the federal administrative funds provided for the WIC program. The federal administrative funds are specifically excluded from budget restrictions or limitations including, at a minimum, hiring freezes, work furloughs, and travel restrictions.
- 6. LHD agrees to execute the following consolidated Federal Certifications (Attachment C) as applicable when receiving federal funds and to immediately notify DCFW and DPH if the certifications, as executed, change during the term of the Consolidated Agreement:
  - a. Certification regarding Nondiscrimination;
  - b. Certification regarding Drug-Free Workplace Requirements;
  - c. Certification regarding Environmental Tobacco Smoke;
  - d. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions; and
  - e. Certification regarding Lobbying.
- 7. Pursuant to the Federal Funding Accountability and Transparency Act (FFATA), LHD is required to submit to DCFW and DPH information that is reportable by DCFW and DPH for all qualified sub-awardees of federal funds. LHD will complete and submit the FFATA Data Reporting Requirement forms provided by DCFW and DPH to determine the eligibility as a sub-awardee for reporting purposes. Information provided by LHD will be used by DCFW and DPH to report subawards (funding authorizations) equal to or greater than \$30,000 from each federal grant.
- 8. LHD shall provide its Unique Entity Identifier (UEI) to DCFW and DPH, which will be used by DCFW and DPH when reporting subawards in the FFATA Subaward Reporting System (FSRS). The federal government's System for Award Management (SAM) assigns the UEI to uniquely identify business entities.

### C. Training Reimbursement

1. Subject to the availability of funds and approval by the Office of the Chief Public Health Nurse/Local Technical Assistance Training Branch, LHD may request reimbursement of expenses for LHD Management/Supervision level staff participating in the *Management and Supervision for Public Health Professionals* course. Reimbursement is \$600 per participant upon successful completion of the course. Reimbursement requests must be submitted by LHD to the Local Technical Assistance and Training Branch within the same fiscal year the course is completed.

The Training Funds Reimbursement Request Form can be found on the DPH For Local Health Departments website under “General Information: Training Reimbursement.”<sup>5</sup>

2. Subject to the availability of funds and approval by the DPH Environmental Health Section, LHD may request reimbursement for Centralized Intern Training (CIT) and a one-time mileage allocation. Reimbursement requests must be submitted by LHD to the DPH Environmental Health Section within the same fiscal year the training is completed. Reimbursement requires successful completion of the course, and requests must be submitted by LHD within 60 days of course completion. (Reimbursement Request Form DHHS 4125 *Centralized Intern Training Funds Reimbursement Request* is available on the DPH Environmental Health website under “Centralized Intern Training and Authorization.”<sup>6</sup>

- a. For Interns attending CIT sessions, reimbursement amounts are based on the session attended:
  - 1) Food Protection & Facilities Track — \$280
  - 2) On-Site Water Protection Track — \$560
  - 3) Tier 2 General EH Module — \$280
- b. For cross-training Registered Environmental Health Specialists (REHS) attending CIT sessions, reimbursement amounts are based on the session attended:
  - 1) Food, Lodging, & Institutions — \$170
  - 2) Child Care & School Sanitation — \$62
  - 3) On-Site Water Protection — \$450
  - 4) Private Drinking Water Wells — \$62
  - 5) Public Swimming Pools — \$62
  - 6) Tattoo — \$62
- c. A one-time mileage allocation per two REHSs from the same county per training session is based on one of the four geographical areas in which they are employed.
  - 1) Area 1 — \$57: Alamance, Caswell, Chatham, Cumberland, Duplin, Durham, Edgecombe, Franklin, Granville, Greene, Guilford, Halifax, Harnett, Hoke, Johnston, Lee, Lenoir, Montgomery, Moore, Nash, Orange, Person, Randolph, Sampson, Vance, Wake, Warren, Wayne, Wilson.
  - 2) Area 2 — \$170: Alexander, Alleghany, Anson, Ashe, Beaufort, Bertie, Bladen, Brunswick, Cabarrus, Camden, Carteret, Catawba, Chowan, Columbus, Craven, Currituck, Dare, Davidson, Davie, Forsyth, Gaston, Gates, Hertford, Hyde, Iredell, Jones, Lincoln, Martin, Mecklenburg, New Hanover, Northampton, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Pitt, Richmond, Robeson, Rockingham, Rowan, Scotland, Stanly, Stokes, Surry, Tyrrell, Union, Washington, Watauga, Wilkes, Yadkin.
  - 3) Area 3 — \$283: Avery, Buncombe, Burke, Caldwell, Cleveland, Haywood, Henderson, Jackson, Madison, McDowell, Mitchell, Polk, Rutherford, Transylvania, Yancey.
  - 4) Area 4 — \$396: Cherokee, Clay, Graham, Macon, Swain.

<sup>5</sup> <https://publichealth.nc.gov/lhd/> Note: This form can also be downloaded at <https://publichealth.nc.gov/lhd/docs/Funds-ReimbForm.xlsx>

<sup>6</sup> <https://ehs.ncpublichealth.com/oet/index.htm>

**D. Purchases**

1. Equipment is a type of fixed asset consisting of specific items of property that: (1) is tangible in nature; (2) has a life longer than one year; and (3) has a significant value.
  - a. For Inventory Purposes:
    - 1) Equipment must be accounted for in accordance with guidance published by the Governmental Accounting Standards Board (GASB) for capital assets.
    - 2) All equipment with an acquisition cost of \$500 or more that was purchased with Women, Infants and Children (WIC) Program Funds prior to January 1, 2018 will be inventoried with the DCFW Community Nutrition Services Section. The Local Agency is responsible for assigning a fixed asset number and applying a fixed asset tag to equipment purchased by the Local Agency, using WIC funds, after January 1, 2018. Within 60 days of the purchase, the Local Agency will provide to the DCFW Community Nutrition Services Section a written report of the purchase, including a description of the item purchased, serial number, fixed asset tag number, and a copy of the bill of sale.
  - b. For Prior Approval Purposes:
    - 1) Unless a more restrictive requirement applies in an Agreement Addendum, all equipment purchased or leased with an acquisition cost exceeding \$2,500, where there is an option to purchase with State/federal funds, the purchase or lease must receive prior written approval from the appropriate Section and Branch within DCFW and DPH. [See Subparagraph 2 below for WIC requirements.] For those purchased with DPH Public Health Preparedness and Response (PHP&R) Branch funds only, any purchase exceeding \$2,500 per invoice shall be treated as a single purchase for prior approval purposes. [For example, on one invoice, the LHD purchases a computer, monitor, and printer totaling more than \$2,500, or purchases six computers at \$500 each.]
    - 2) For WIC, all computer and medical equipment purchased or leased, must receive prior written approval from the DCFW Community Nutrition Services Section regardless of cost. In addition, all other tangible assets (non-computer/medical) with an acquisition cost exceeding \$500 must receive prior approval. Computer accessories, such as keyboards and monitors, do not require approval.
  - c. For Accounting Purposes
    - 1) LHD must utilize the depreciation schedule provided by the State for all assets with an acquisition cost of \$5,000 or greater. The accumulated depreciation shall be recorded in the general fixed assets account group.
2. Prior approval required for purchases other than equipment:
  - a. For DPH PHP&R Branch funds, purchases for meals and refreshments must receive prior written approval from the PHP&R Branch.
  - b. The use of Medicaid fees generated by maternal and child health programs for capital improvements requires prior written approval from the State Title V Director; the State Title V Director will secure proper programmatic approval as applicable.
  - c. For other prior approval requirements, see individual Agreement Addenda.

**IV. FISCAL CONTROL**

- A. LHD shall comply with the Local Government Budget and Fiscal Control Act, North Carolina General Statute Chapter 159, Article 3.

1. LHD shall maintain a purchasing and procurement system in accordance with generally accepted accounting principles and procedures set forth by the Local Government Commission.<sup>7</sup>
- B. LHD shall execute written agreements with all parties who invoice LHD for payment for the provision of services to patients. Exceptions may be permitted in cases where the patient has a preference for a non-contracted provider and that provider verbally agrees to abide by program requirements and to accept program payment as payment in full.
- C. When subcontracting, LHD must meet the following requirements:
  1. LHD is not relieved of the duties and responsibilities provided in this Consolidated Agreement and Agreement Addenda.
  2. LHD will not enter into a subcontractual financial assistance agreement with any entity on the current North Carolina Office of State Budget and Management (OSBM) Suspension of Funding List (SOFL) and shall withhold funds not yet disbursed until the entity has been removed from the SOFL. Updated SOFLs are released weekly and are available on the OSBM website.<sup>8</sup>
  3. The subcontractor will agree to abide by the standards set out in this Consolidated Agreement and relevant Agreement Addenda or to provide such information as to allow LHD to comply with these standards.
  4. The subcontractor shall be subject to all conditions of this Consolidated Agreement and of any subsequent Agreement Addenda for which they perform work on behalf of LHD.
  5. The subcontractor will agree to allow DCFW and/or DPH and federal authorized representatives' access to any records pertinent to its role as a subcontractor of LHD.
  6. Upon request, LHD will make available to DCFW and/or DPH a copy of subcontracts supported with State or federal funds.
- D. LHD must receive prior written approval from DCFW and/or DPH to subcontract when any of the following conditions exist:
  1. LHD proposes to subcontract to a single entity 50 percent or more of the total State and federal funds made available through this Consolidated Agreement;
  2. LHD proposes to subcontract 50 percent or more, or \$50,000, whichever is greater, of the total State and federal funds made available through this Consolidated Agreement or any Agreement Addendum; and/or
  3. LHD proposes to subcontract for any of the services in the Women, Infants and Children (WIC) Program.
- E. LHD shall return by email a signed copy of all DCFW Funding Authorization documents to DCFW Budget Office and all DPH Funding Authorization documents to DPH Budget Office.
- F. LHD shall retain a copy of all Funding Authorization documents, the monthly certified electronic printed screen of the Expenditure Reports with any amendments (via the Aid-to-Counties Database), Consolidated Agreement and subsequent Amendments, Agreement Addenda, Agreement Addenda Revisions, and other financial records in accordance with the current Records Disposition Schedule for Local Health Departments issued by the North Carolina Department of Natural and Cultural Resources.<sup>9</sup>

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<sup>7</sup> <https://www.nctreasurer.com/divisions/state-and-local-government-finance-division/local-government-commission>

<sup>8</sup> <https://www.osbm.nc.gov/stewardship-services/grants-management/suspension-funding-memos>

<sup>9</sup> <https://archives.ncdcr.gov/government/local-government-agencies/local-health-departments-schedule>



**G. Audits/Monitoring:** The county or LHD shall have an annual audit performed in accordance with the Single Audit Act of 1984 (with amendment in 1996) and 2 C.F.R. Part 200. The audit report shall be submitted to the Local Government Commission (LGC) by the County Administration (if single county LHD) or the District Health Department or Public Health Authority (if so organized) within six months following the close of the Agreement. Audit findings referred to the NCDHHS Internal Audit Office by LGC will be investigated and findings verified by the NCDHHS Controller's Office staff with assistance of DPH Program Staff.

**H. Local Appropriations Budget:**

1. LHD shall prepare and maintain a Local Appropriations Budget (reflecting the plans to use local appropriations or earned fees) for each Agreement Addendum in a manner consistent with instructions provided in funding-specific budgetary guidance from DCFW and DPH and the specific guidance from the respective programs.
2. LHD shall not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.1.(a) State funds for maternal and child health care/nonsupplanting.
3. LHD shall budget and expend all income earned by LHD for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, to further the objectives of the program that generated the income, pursuant to N.C.G.S. § 130A-4.1.(b) State funds for maternal and child health care/nonsupplanting.
4. LHD shall not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose, pursuant to N.C.G.S. § 130A-4.2. State funds for health promotion/nonsupplanting.
5. LHD shall complete the LHD Assurance of County Appropriations Maintenance (Nonsupplanting) (Attachment A) regarding its compliance with these requirements.

**I. Local Earned Revenues Budgeting and Reporting:** LHD shall observe the following conditions when budgeting and expending Local Earned Revenues:

1. Locally appropriated funds may not be withdrawn due to fee collection greater than projected in the budget or due to new grant funding except during the last two months of the fiscal year to allow the county to manage end of year budget close out.
2. Earned revenue (officially classified as local funds) must be budgeted and spent in the program that earned it unless otherwise noted in the respective Agreement Addenda.
  - a. Revenue generated by a women's or children's health program may be budgeted and expended in any women's or children's health program, unless a specific Agreement Addendum has a more restrictive requirement.
3. LHD shall not use personal health program funds to support environmental health programs nor use environmental health program funds to support personal health programs.
4. Use of program income generated by the expenditure of federal categorical funds will be governed by applicable federal regulations, including, but not limited to, 2 C.F.R. Part 200.
5. A local account shall be maintained for unexpended earned revenues (i.e., Title XIX fees, private insurance, or private pay [cash]). Accounts shall be maintained in sufficient detail to identify the program source generating the fees.

6. The amount of Title XIX fees budgeted and expended in FY 2023-2024 must equal or exceed the amount of Title XIX revenues earned during FY 2021-2022. The State will not approve program activity budgets that do not include an amount of Title XIX fees sufficient to meet the requirements of this section. The State may waive this requirement if LHD provides sufficient justification.

**J. Aid-to-Counties Database and Expenditure Reports:** LHD shall submit a monthly report of actual State, federal, and local required match expenditures to the NCDHHS Controller's Office via the Aid-to-Counties Database (ATC).

1. Specific ATC instructions and training will be provided by LTATB to LHD.
2. LHD shall submit to the NCDHHS Controller's Office a monthly Expenditure Report of the pertinent month's actual expenditures for all programs via ATC. The Office of the Controller's Aid-to-Counties Expenditure Control Schedule, published annually in December for the following calendar year, provides the submission dates for these expenditures. This schedule allows LHD at least seven days to enter the pertinent month's expenditures into ATC. Failure to meet the reporting deadline will result in the exclusion of those expenditures for that month. LHD must submit these monthly Expenditure Reports via ATC consecutively throughout the Consolidated Agreement period.

The health director and the finance officer will approve the monthly Expenditure Report in ATC, and the system will alert the staff in the NCDHHS Controller's Office that expenditures have been approved and certified. The "Certification" verifies that the total State and federal expenditures reported are valid for the pertinent month's actual expenditures. Local required match expenditures are part of the Expenditure Report. Funding is based on an allocation method, not a contract method, and counties receive reimbursement for services provided during one month in the following month.

3. The final Expenditure Report for the SFY, the last service month to be paid in the SFY, will be May services, which are reported and paid in June. (Services provided in June and reported in July will be paid out of the next SFY.)
4. When Agreement Addenda are supported by federal funding or grants that do not coincide with the SFY, care must be taken to be attentive to the service month and payment months for each grant as well as the ending liquidation date for each grant. Expenditures of federal funds must be reported according to the funding period for a grant. For each grant, the Budgetary Estimate document and the Funding Authorization document will have service and payment month dates listed. Failure to report expenditures after the payment period ends may result in non-payment.
5. LHD shall have the opportunity to submit amended expenditure reports in the month following discovery of the error. LHD shall not wait to submit all adjustments with the invoice submitted to the Office of the Controller at the end of May as that will not allow sufficient time for verification of the adjustments before the last payment in the SFY.
  - a. In accordance with Subparagraph 4 above, LHD must keep current on reporting adjustments against federal funds to ensure such adjustments are received in time to be paid within the grant's payment period.
  - b. LHD shall review its prior reimbursement claims against payments monthly.
  - c. Amended expenditure reports must be submitted no later than the next reporting date after the grant period ends in order to be paid, unless an exception is approved by the DCFW Budget Office or the DPH Budget Office, as appropriate.
  - d. Any overpayments identified by either the State or LHD will be adjusted out of the next month's claim for reimbursement by the NCDHHS Controller's Office or by submitting a check to

NCDHHS for payment if it is the last month of the fiscal year or if the federal grant is closed. There is no provision to carry forward funds from one SFY to another.

## **V. PERSONNEL POLICIES**

- A. LHD shall adhere to and fully comply with State and county personnel policies, as applicable.
- B. Environmental Health Specialists employed by the LHD shall be delegated authority by the State to administer and enforce State environmental health rules and laws as directed by the State pursuant to N.C.G.S. § 130A-4 Administration. This delegation shall be done according to 15A NCAC 01O .0101 Scope of Delegated Authority.
  - 1. LHD is responsible for sending its newly employed environmental health specialists (interns) to centralized intern training within 180 days from date of employment.
  - 2. Arrangements for centralized intern training for newly employed environmental health specialists will be handled by DPH Education and Training Staff.
  - 3. LHD, when contracting with an environmental health specialist (EHS) employed by another entity, shall be responsible for ensuring that all original documents/public records (e.g., permits, inspection reports, correspondence) generated by the contracted EHS be maintained by LHD. All contracts covering this work shall stipulate that the contracted EHS shall be available for consultation with the public concerning work performed under the contract.
- C. LHD shall comply with 10A NCAC 46 .0301 Minimum Standard Health Department: Staffing.
- D. LHD shall complete the State Certifications (Attachment D) regarding its compliance with E-Verify, its eligibility status as a contractor, and that its officers have not violated any State or federal Securities Acts.

## **VI. CONFIDENTIALITY**

- A. LHD shall protect the confidentiality of all information, data, instruments, documents, studies, or reports received under this Consolidated Agreement and/or Agreement Addenda in accordance with the standards of the State of North Carolina and NCDHHS privacy and security policies, applicable local laws, State regulations, and federal regulations including: the Privacy Rule at 45 C.F.R. Part 160 and subparts A and E of Part 164, Security Standards at 45 C.F.R. Parts 160, 162, and subparts A and C of Part 164 (“the Security Rule”), and the applicable provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH).
- B. All information obtained by LHD personnel in connection with the provision of services or other activity under this Consolidated Agreement and/or Agreement Addenda shall be confidential, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda. Information may be disclosed in accordance with North Carolina and federal law, which may include in summary, statistical, or other form that does not directly or indirectly identify particular individuals. Otherwise, information shall not be disclosed or made available to any individual or organization without the prior written consent of the client or responsible person, except as may be required or allowed by law or otherwise permitted by this Consolidated Agreement and/or Agreement Addenda.
- C. LHD employees, contractors, volunteers, students, and those acting on LHD’s behalf and authority must sign confidentiality agreements documenting the knowledge of, and the agreement to maintain personal and medical confidentiality.

## **VII. CIVIL RIGHTS**

- A. LHD shall assure that no person, on the grounds of race, color, age, religion, sex, marital status, immigration status, national origin, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity covered by this Consolidated Agreement and/or Agreement Addenda.
- B. The Americans with Disabilities Act of 1990 (ADA) makes it unlawful to discriminate in employment against a qualified individual with a disability and outlaws discrimination against individuals with disabilities in State and local government services and public accommodations. LHD certifies that it and its principals and subcontractors will comply with regulations in ADA Title I (Employment), Title II (Public Services), and Title III (Public Accommodations) in fulfilling the obligations under this Consolidated Agreement and Agreement Addenda.
- C. As required by Title VI of the Civil Rights Act of 1964, LHD, because it receives federal funds, must provide interpreter services at no charge to Limited English Proficiency clients in all programs and services offered by LHD.

## **VIII. DISBURSEMENT OF FUNDS**

- A. DCFW and/or DPH, as applicable, shall disburse funds to LHD on a monthly basis; monthly disbursements for each program Activity will be based on monthly expenditures reported.
- B. Total payment by program Activity is limited to the total amount listed on the Funding Authorization document and any Funding Authorization revision documents received after the initial notification.
- C. Final payments for the State Fiscal Year will be made based on the final monthly Expenditure Report, which is due as delineated per the Controller's Office's Aid-to-Counties Payment Schedule.

## **IX. AMENDMENT OF AGREEMENT**

Amendments, modifications, or waivers of this Consolidated Agreement may be made at any time by mutual written consent of all parties, signed by appropriate representatives of the parties. This Consolidated Agreement may not be amended orally or by performance.

## **X. PROVISION OF TERMINATION**

- A. Any party may terminate this Consolidated Agreement or any Agreement Addenda for reasons other than non-compliance upon 60 days written notice from the terminating party to the other parties. If termination occurs, LHD shall receive payment only for allowable expenditures, up to and including the date of termination. Termination for reasons of non-compliance shall be handled in accordance with Section XI. Compliance.
- B. In the event of termination of this Consolidated Agreement or any associated Agreement Addenda, DCFW and/or DPH may withhold payment to LHD until it can be determined whether LHD is entitled to further payment or whether DCFW and/or DPH is entitled to a refund.

## **XI. COMPLIANCE**

- A. DCFW and/or DPH shall respond to non-compliance with all terms of this Consolidated Agreement or any Agreement Addenda as follows:
  - 1. Upon determination of non-compliance, DCFW and/or DPH shall give LHD 60 days prior written notice to come into compliance. If the deficiency is corrected, LHD shall submit a written report to DCFW and/or DPH that sets forth the corrective action taken.



2. If the stated deficiency is not corrected to the satisfaction of DCFW and/or DPH after the 60-day period, disbursement of funds for the particular activity may be temporarily suspended pending negotiation of a plan of corrective action.
3. If the deficiency is not corrected to the satisfaction of DCFW and/or DPH within 90 days of the written notice in Subparagraph 1. above, program funds may be permanently suspended until LHD can provide evidence that the deficiency has been corrected.
4. In the event of LHD's non-compliance with clauses of this Consolidated Agreement or any Agreement Addenda, NCDHHS may cancel, terminate, or suspend this Consolidated Agreement and any Agreement Addenda in whole or in part, and LHD may be declared ineligible for further DCFW and/or DPH contracts or agreements. Such terminations for non-compliance shall not occur until the provisions of Subparagraphs 1., 2., and 3. above have been followed and documented and have failed to correct the deficiency.

B. Monitoring – "Uniform Guidance" or "Omni-Circular" 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F Audit Requirements requires that pass-through entities monitor the activities of its subcontractors as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provision of contracts or grant agreements and that performance goals are achieved.

North Carolina establishes related monitoring requirements for State funds received by subrecipients in N.C.G.S. § 143C-6-23 State grant funds: administration; oversight and reporting requirements. Also, DCFW and DPH must perform monitoring as required in the current NCDHHS Policy and Procedure Manual and the current DPH Subrecipient Monitoring Plan.

Additionally, LHD is required under 2 C.F.R., Part 200 Subpart F, N.C.G.S. § 143C-6-23, and N.C.G.S. § 159-34 Annual independent audit; rules and regulations, to perform monitoring of its subrecipients and to maintain records to support such monitoring activities and results. Accordingly, LHD shall participate fully in monitoring by DCFW and DPH and shall appropriately monitor its subrecipients to the extent necessary based on the assessed level of risk.


In witness whereof, LHD, DCFW, and DPH have executed this Consolidated Agreement.

**Rowan County Public Health**

**North Carolina Department of  
Health and Human Services,  
Division of Public Health**

  
Health or Human Services Director      02/06/23  
Date

\_\_\_\_\_  
Division Director      Date

  
Finance Officer      2/16/23  
Date

**North Carolina Department of  
Health and Human Services,  
Division of Child and Family Well-Being**

\_\_\_\_\_  
County Official      Date  
(when locally required)

\_\_\_\_\_  
Division Director      Date

**ATTACHMENT A**  
**LHD Assurance of County Appropriations Maintenance (Nonsupplanting)**

The LHD assures compliance with the following North Carolina General Statutes:

§ 130A-4.1. State funds for maternal and child health care/nonsupplanting.

- (a) NCDHHS shall ensure that local health departments do not reduce county appropriations for maternal and child health services provided by the local health departments because they have received State appropriations for this purpose.
- (b) All income earned by local health departments for maternal and child health programs supported in whole or in part from State or federal funds, received from NCDHHS, shall be budgeted and expended by local health departments to further the objectives of the program that generated the income. (1991, c. 689, s. 170; 1997-443, s. 11A.57.)

§ 130A-4.2. State funds for health promotion/nonsupplanting.

NCDHHS shall ensure that local health departments do not reduce county appropriations for health promotion services provided by the local health departments because they have received State appropriations for this purpose. (1991, c. 689, s. 171; 1997-443, s. 11A.58.)

Acting officially in an authorized capacity on behalf of the LHD and with an understanding of the LHD's responsibilities under this Assurance, I assure the nonsupplantation of county appropriations as specified above.

All information provided with this Assurance is up-to-date and accurate. I am aware that false statements could be cause for invalidating this Assurance and may lead to other administrative or legal action.

**Rowan County Public Health**

  
\_\_\_\_\_  
Health or Human Services Director      Date 02/06/2023

  
\_\_\_\_\_  
Finance Officer      Date 2/16/2023

\_\_\_\_\_  
County Official      Date

(Attachment A to the Consolidated Agreement requires the County Official signature if it was included on the Consolidated Agreement.)

**ATTACHMENT B**  
**BUSINESS ASSOCIATE AGREEMENT ADDENDUM TO THE CONSOLIDATED AGREEMENT**

This Business Associate Agreement (the “Agreement”) is made effective June 1, 2023, by and between **Rowan County Public Health** (“Covered Entity”) and the **North Carolina Department of Health and Human Services, Division of Public Health and the North Carolina Department of Health and Human Services, Division of Child and Family Well-Being** (collectively, the “Business Associate”), (the Covered Entity and the Business Associate collectively, the “Parties”).

**1. BACKGROUND**

- a. Covered Entity and Business Associate are parties to the “FY 2024 Consolidated Agreement” (the “Consolidated Agreement”), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
- b. Covered Entity is an LHD in the State of North Carolina that has been designated in whole or in part by as a “covered entity” for purposes of the HIPAA Privacy Rule.
- c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a “business associate” within the meaning of the HIPAA Privacy Rule.
- d. The Parties enter into this Business Associate Agreement Addendum to the Consolidated Agreement with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

**2. DEFINITIONS**

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

- a. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.
- b. “HIPAA” means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as modified and amended by the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- c. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- d. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and applicable parts of Part 164.
- e. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- f. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- g. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
- h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

**3. OBLIGATIONS OF BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

- b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.
- e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.
- g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.
- h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

#### **4. PERMITTED USES AND DISCLOSURES**

- a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Consolidated Agreement permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Consolidated Agreement, provided that such use or disclosure:
  - 1) would not violate the Privacy Rule if done by Covered Entity; or
  - 2) would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
  - 1) the disclosures are Required By Law; or
  - 2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Consolidated Agreement permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Consolidated Agreement or other applicable law or agreements.



## 5. TERM AND TERMINATION

- a. **Term.** This Agreement shall be effective as of the effective date stated above and shall terminate when the Consolidated Agreement terminates.
- b. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
  - 1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - 2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
  - 3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
- c. **Effect of Termination.**
  - 1) Except as provided in paragraph (2) of this section or in the Consolidated Agreement or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - 2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

## 6. GENERAL TERMS AND CONDITIONS

- a. This Agreement amends and is part of the Consolidated Agreement.
- b. Except as provided in this Agreement, all terms and conditions of the Consolidated Agreement shall remain in force and shall apply to this Agreement as if set forth fully herein.
- c. In the event of a conflict in terms between this Agreement and the Consolidated Agreement, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Consolidated Agreement terms shall prevail so long as they are in accordance with the Privacy Rule.
- d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Consolidated Agreement for cause.

Rowan County Public Health

 Alyssa Harris

Health or Human Services Director

Date

02/06/23

North Carolina Department of Health and Human Services,  
Division of Public Health

Division Director

Date

North Carolina Department of Health and Human Services,  
Division of Child and Family Well-Being

Division Director

Date

## ATTACHMENT C FEDERAL CERTIFICATIONS

**The undersigned states that:**

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
  - a. The Certification Regarding Nondiscrimination;
  - b. The Certification Regarding Drug-Free Workplace Requirements;
  - c. The Certification Regarding Environmental Tobacco Smoke;
  - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary--Exclusion Lower Tier Covered Transactions; and
  - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 

☐ He or she **has completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action;

**OR**

☒ He or she **has not completed** the attached **Disclosure of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.
5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.

 Signature	Public Health Director Title	02/06/2023 Date
--	---------------------------------	--------------------

**Rowan County Public Health**  
 Contractor [Organization] Legal Name

**[This Certification must be signed by a representative of the Contractor who is authorized to sign contracts.]**

### I. Certification Regarding Nondiscrimination

**The Contractor certifies** that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

## II. Certification Regarding Drug-Free Workplace Requirements

1. **The Contractor certifies** that it will provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
  - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
  - e. **Notifying the LHD within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;**
  - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
    - (1) taking appropriate personnel action against such an employee, up to and including termination; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
  - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):
 

Street Address No. 1: 1811 E Innes Street - Rowan County Public Health

City, State, Zip Code: Salisbury, NC 28146

Street Address No. 2: 402 N Main Street #106 - Rowan County Environmental

City, State, Zip Code: Salisbury, NC 28144
3. Contractor will inform the LHD of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

## III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if

the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

**The Contractor certifies** that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

#### **IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

##### **Instructions**

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 C.F.R. Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the LHD or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the LHD or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.



### **Certification**

- a. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **V. Certification Regarding Lobbying**

**The Contractor certifies**, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

### **VI. Disclosure of Lobbying Activities**

#### **Instructions**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

**Disclosure of Lobbying Activities**  
(Approved by OMB 0348-0046)

**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/offer/application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-Award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For Material Change Only:</b> Year _____ Quarter _____ Date of Last Report: _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, (if known)  Congressional District (if known) _____		<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District (if known) _____
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> CFDA Number (if applicable) _____	
<b>8. Federal Action Number (if known)</b> _____	<b>9. Award Amount (if known) :</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a.) (last name, first name, MI):</i>  <i>(attach Continuation Sheet(s) SF-LLL-A, if necessary)</i>	
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ € actual € planned	<b>13. Type of Payment (check all that apply):</b> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. In-kind; specify: Nature _____ Value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11(attach Continuation Sheet(s) SF-LLL-A, if necessary):</b>  _____		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <span style="float:right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>		
<b>16. Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>		Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____
<b>Federal Use Only</b>		<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL</b>

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

## ATTACHMENT D STATE CERTIFICATIONS

### Contractor Certifications Required by North Carolina Law

**Instructions:** The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter\\_64/Article\\_2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf)
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_105/GS\\_105-164.8.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf)
- G.S. 143-48.5: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-48.5.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html)
- G.S. 143-59.1: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.1.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf)
- G.S. 143-59.2: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143/GS\\_143-59.2.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf)
- G.S. 143-133.3: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter\\_143/GS\\_143-133.3.html](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html)
- G.S. 143B-139.6C: [http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter\\_143B/GS\\_143B-139.6C.pdf](http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf)

### Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: [www.uscis.gov](http://www.uscis.gov)
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
  - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
  - (b) [check one of the following boxes]
    - ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
    - ☐ The Contractor or one of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 but the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
  - (a) He or she is a duly authorized representative of the Contractor named below;
  - (b) He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
  - (c) He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's  
Name:

**Rowan County Public Health**

Contractor's

Authorized Agent: Signature

*Allyssa Harris*

Date 02/06/2023

Printed Name

Allyssa Harris

Title

Public Health Director

Witness:

Signature

*Karla Aldridge*

Date

2/16/2023

Printed Name

Karla Aldridge

Title

Local Health Admin Srvs Mgr

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.



**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:** Alyssa Harris, Public Health Director  
**DATE:** February 23, 2023  
**SUBJECT:** RCHD - 2022-23 Environmental Health Fee Schedule

---

**Situation:**

The Rowan County Health Department assess fees on an annual basis and reviewed for adjustments for Environmental Health. The local board of health shall annually review and approve the local health department budget and approve fees in accordance with G.S. 130A-39(g).

**Background:**

Environmental Health houses two programs – Onsite wastewater and Food, Lodging, and Institutions. The mission of the Environmental Health Section is to protect people by promoting a safe and healthy environment in partnership with private businesses and public agencies through consistent application of education, best practices, and compliance monitoring.

The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, February 14<sup>th</sup>, 2023.

The affirmative votes included: Judy Klusman, County Commissioner; Dari Caldwell, Board of Health Chair; Dr. Amy Wilson, Board of Health Vice Chair; Carla Rose, Public Member; John Thomason, Public Member; Giles Goodman, Engineer; Dr. Mike Fuller, Pharmacist; and Dr. Corrie Connolly, Veterinarian. All were in agreement.

The Rowan County Board of Health respectfully requests Board of Commissioner's approval of the updated Environmental Health Fee schedule.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
RCHD Fee Schedule 2022-23 Memo_Environmental Health	2/23/2023	Cover Memo
Rowan County Environmental Health Fees	2/23/2023	Backup Material

2023 Proposed

**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

## **MEMO**

To: Rowan County Board of Commissioners  
From: Alyssa Harris, Public Health Director  
Adrian Pruett, Environmental Health Manager  
Date: February 23, 2023  
Re: Rowan County Health Department – FY22-23 Environmental Health Schedule Updates

### **Situation:**

The Rowan County Health Department assess fees on an annual basis and reviewed for adjustments for Environmental Health. The local board of health shall annually review and approve the local health department budget and approve fees in accordance with G.S. 130A-39(g).

### **Background:**

Environmental Health houses two programs – Onsite wastewater and Food, Lodging, and Institutions. The mission of the Environmental Health Section is to protect people by promoting a safe and healthy environment in partnership with private businesses and public agencies through consistent application of education, best practices, and compliance monitoring.

#### **Onsite wastewater Program:**

1. Ongoing discussions with community partners have led to the identified need of more specialized services for some builders and owners. This includes an additional pathway in which to coordinate services onsite when needed.
2. For newly legislated paths for services, there are occasions where additional work must be completed by staff before applications can be approved. We currently do not have a pathway to account for this work.
3. Session Law 2020 was ended and needs to be removed from the fee schedule

#### **Food and Lodging Program**

4. We are seeing an increase in the establishment of shared kitchens for local food trucks.
5. More individuals are starting food businesses and need assistance with plans.

### **Assessment:**

#### **Onsite wastewater Program:**

- A Subcommittee of the Board of Health met to review ongoing work and to determine the parameters around adding or changing fees. This subcommittee included Carla Rose, Public Member, who is the Chief Executive Officer at the Salisbury Rowan Realtors Association, and Giles Goodman, Engineer, Senior Mechanical Engineer at Duke Energy.

**Rowan County Health Department**  
**1811 East Innes Street – Salisbury, NC 28146-6030**

- Fees were assessed and determined based on reviewing surrounding county fees and the cost of services and staff time.
- We are proposing a time-limited pilot for the onsite meeting fee which will include two staff onsite, a one-hour time limit, and follow-up/wrap-around services. This pilot will run for six months for us to evaluate use, effectiveness, and impact to backlog.
- Parameters for the onsite meeting include: two Environmental Health staff time, mileage, and turnkey service for those who choose this option.
- The Environmental Health office is open 8 AM – 9 AM Monday through Friday for walk-in clients, or scheduled meetings, with environmental health staff. This ensures that the service is available for consultation prior to the onsite work without having an additional fee.

**Food And Lodging Program:**

- Fees were determined through assessing surrounding counties and current fee structure.
- Minimal fees were added as necessary

**Recommendations:**

The Rowan County Board of Health approved the fee schedule at the meeting on Tuesday, February 14<sup>th</sup>, 2023.

The affirmative votes included: Judy Klusman, County Commissioner; Dari Caldwell, Board of Health Chair; Dr. Amy Wilson, Board of Health Vice Chair; Carla Rose, Public Member; John Thomason, Public Member; Giles Goodman, Engineer; Dr. Mike Fuller, Pharmacist; and Dr. Corrie Connolly, Veterinarian. All were in agreement.

The Rowan County Board of Health respectfully requests Board of Commissioner's approval of the updated Environmental Health Fee schedule.



# ROWAN COUNTY ENVIRONMENTAL HEALTH

## FEE SCHEDULE **EFFECTIVE MARCH 7, 2023**

MODIFIED 02/14/2023

Residential and Commercial Septic Systems	
	Current Fee
New Septic Permit Residential and Commercial (non-residential)	
Improvement Permit (IP)	
≤ 480 Gal. per Day (GPD)	\$275
481 – 720 Gal. per Day (GPD)	\$350
721 – 1000 Gal. per Day (GPD)	\$450
1001 – 2000 Gal. per Day (GPD)	\$550
≥2001 Gal. per Day (GPD)	\$650
Construction Authorization (CA)	
≤ 480 Gal. per Day (GPD)	\$125
481 – 720 Gal. per Day (GPD)	\$150
721 – 1000 Gal. per Day (GPD)	\$175
1001 – 2000 Gal. per Day (GPD)	\$200
≥2001 Gal. per Day (GPD)	\$250
Onsite Meeting Fee (time-limited pilot through August 2023) <ul style="list-style-type: none"> <li>Includes two staff onsite for evaluation</li> <li>One hour time limit</li> <li>Follow-up and wrap-around services after visit</li> </ul>	\$250
Existing Septic System Inspection (reuse)	\$100.00
Site Revisit Fee (Site not ready for evaluation, not surveyed, house not marked, etc.), \$75 first visit, +\$25 second visit, +\$50 third visit, +\$100 fourth visit	\$75.00
Septic System Repair Permit (CA)	\$0.00
Engineer Option Permit Fee, <del>Session Law 2020-97 LSS COVID-19</del> and Authorized On-Site Wastewater Evaluator (30% IP, CA)	30% Cumulative Fee Total of IP and CA
Redraw/Re-permitting Fee	\$125
<b>Well Permits and Services</b>	
New Well Permit (New and Replacement)	\$375.00
Well Repair Permit	\$100.00
Well Permit Redraw in Office (change of name, change of well location, not requiring a site visit)	\$50.00
Well Abandonment Permit	\$100.00
Well Variance Application	\$100.00
Well Camera	\$100.00
Site Revisit Fee (site improperly marked, additional visits for sampling after notification well is ready, etc.), \$75 first visit, +\$25 second visit, +\$50 third visit, +\$100 fourth visit	\$75.00
<b>Water Samples (Per Sample)</b>	
Bacteriological	\$55.00
Sulfur/Sulfate-Reducing Bacteria	\$65.00
Inorganic Panel Metal, Anions	\$95.00

# ROWAN COUNTY ENVIRONMENTAL HEALTH

## FEE SCHEDULE **EFFECTIVE MARCH 7, 2023**

MODIFIED 02/14/2023

Inorganic Panel Coal Ash	\$105.00
Hexavalent Chromium	\$105.00
Fluoride	\$55.00
Nitrate/Nitrite	\$55.00
Pesticides	\$105.00
Petroleum	\$105.00
Volatile Organic Chemicals	\$105.00
Well Panel Kit (bacteriological, inorganic & nitrate/nitrite)	\$125.00
<b>Food, Lodging and Institution Plan Review</b>	
Food & Lodging Plan Review (New)	\$225.00
Food & Lodging Plan Review (Remodel)	\$125.00
<b>Food &amp; Lodging Application Review (with no plans)</b>	<b>\$75.00</b>
Mobile Food Unit, Pushcart Plan Review	\$125.00
<b>Catering/Shared Kitchen Application</b>	<b>\$75.00</b>
Temporary Food Establishment	\$75.00
Limited Food Establishment	\$75.00
<b>Swimming Pool Permits</b>	
Year-Round/Annual (per year)	\$200.00
Seasonal (per year)	\$150.00
Application and Pool Plan Review (New)	\$250.00
Revisit Fee (pool not ready for permit to be issued), \$75 first visit, +\$25 second visit, +\$50 third visit, +\$100 fourth visit	\$75.00
<b>Tattoo Permits</b>	
Annual Permit per Artist	\$250.00
<b>Administrative Fee</b>	
Cancellation of Applications prior to work beginning	\$25.00

- For New Septic Permits a **MAXIMUM** of 2 acres will be evaluated at the building site. Additional acreage will require a new application and New Septic Permit Fee
- Additional fees above and beyond the original application fee are required to be paid prior to receiving the permit applied for.
- NO REFUNDS once work or evaluations have begun on the property applied for or plan review has begun.
- When 3 or more applications are submitted for Septic Permitting in the same location or the lot has been previously denied by our department Soil Evaluation/Backhoe Pits are required
- Site Revisit Fees are for the first Revisit. Upon the 2<sup>nd</sup> Revisit add \$25, 3<sup>rd</sup> Revisit add \$50, 4<sup>th</sup> Revisit add \$100 to current Revisit Fee
- Any application will expire after 1 year from original payment date if no permit has been issued.
- Existing Septic System Inspection (reuse) Permits are only valid for 6 months from the date approved.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jody Farrow-Bennett; Purchasing Director & Micah Ennis; DSS Director  
**DATE:** 3/6/2023  
**SUBJECT:** Children's Home Society of NC, Inc Change Order - Contract 22054

---

Rowan County Department of Social Services has an existing contract with Children's Home Society of NC, Inc. The original contract (7/19/2021) amount was not to exceed \$60,000. BOC approved a change order (1/3/2022), to add \$100,000. BOC approved extending contract for FY23 (8/15/2022), not to exceed \$100,000.

Additional services are required from this vendor to meet the needs of children in Foster Care in Rowan County. The change order #3 is for \$100,000 bringing the new not to exceed amount to \$200,000.

FY22 : \$160,000.00

FY23 : \$200,000.00

Attached proposed contract amendment with Children's Home Society of NC, Inc.

Purchasing Director and DSS Director recommends that the Board of Commissioners authorize the DSS Director to approve a change order with Children's Home Society of NC, Inc for services needed to meet the needs of children in Foster Care in Rowan County for \$100,000 making the new contract amount not to exceed \$200,000.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Amendment #3	2/24/2023	Cover Memo

**Contract Amendment**  
**Rowan County Department of Social Services**

**Fiscal Year Begins 7/1/2022 Ends 6/30/2023**

SECTION I

Agency: Children's Home Society of North Carolina, Inc. 22054

Program: Foster Care/Therapeutic Foster Care/Child Placing Agency  
Effective Period of the Contract: 7/1/2022 – 6/30/2023

This Contract Amendment amends the contract between the Rowan County Department of Social Services (the "County") and The Children's Home Society of North Carolina, Inc. (the "Contractor"). As provided for under the terms of the contract, The County and Contractor agree to amend the provision(s) indicated in Section II below.

SECTION II

Justification/Change to Contract:

Additional funding is needed to cover foster care services under the existing contract. We are increasing the contract amount by \$100,000 for a maximum of \$200,000.

SECTION III

All other terms and conditions set forth in the original contract shall remain in effect for the duration of the contract. The contract specified above is amended by this Contract Amendment effective 2/16/2023.

Contractor

County

Children's Home Society of North Carolina, Inc.

Rowan County Department of Social Services

By: Rebecca Starnes

By: [Signature]

Title: Rebecca Starnes; Chief Program Officer

Title: Director

Date: 2/16/2023

Date: 2/23/2023

This agreement has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Attest:

County: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board  
**DATE:** 3/6/23  
**SUBJECT:** Approval of the Minutes

---

Please consider approval of the minutes from the February 20th regular meeting.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
February 20, 2023 Regular Meeting	2/24/2023	Cover Memo

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



Aaron Church, County Manager  
Sarah Pack, Clerk to the Board  
John W. Dees, II, County Attorney

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8181 • Fax 704-216-8195

### **MINUTES OF THE MEETING OF THE ROWAN COUNTY BOARD OF COMMISSIONERS**

**February 20, 2023 – 6:00 PM**

**J. NEWTON COHEN, SR. ROOM**

**J. NEWTON COHEN, SR. ROWAN COUNTY ADMINISTRATION BUILDING**

.....

#### **PRESENT:**

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

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

#### **Call to Order**

Chairman Edds called the meeting to order at 6:00 p.m. Chaplain Michael Taylor provided the invocation. Chairman Edds lead the Pledge of Allegiance.

#### **Consider Additions to the Agenda**

Chairman Edds requested to add the following items to the Consent agenda:

- Proclamation Honoring and Celebrating the Service of Centenarian James Deal (Consent Item S)
- Proclamation Honoring Javon Hargrave (Consent Item T)
- Drainage Easement on Leonard Road (Consent Item U)
- Budget Amendment for Vehicles/fleet nontarget and target costs (Consent Item V)
- Corrected contract for RTS vehicles camera work – Sole-Source Coast 2 Coast (Consent Item W)
- Rowan Transit Certifications and Assurances for Grant Application (Consent Item X)

#### **Consider Deletions From the Agenda**

There were no deletions from the agenda.

#### **Consider Approval of the Agenda**

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the agenda as amended.*

#### **Consider Approval of the Minutes**

*On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve the minutes of the February 6, 2023, Regular Meeting and the February 6, 2023, Special Meeting.*

**Consider Approval of the Consent Agenda**

*On motion of Klusman, seconded by Pierce, the Board voted 5-0 to approve the Consent Agenda as amended, as follows:*

- A. Retail Business Services Hangar Exterior Alternation Request*
- B. Three Rivers Land Trust Raffle Retail Ticket Outlet*
- C. Amendment #2 - Town of Landis*
- D. Sign for Airport Fuel Farm*
- E. Duke Energy Easement - Hangar Expansion Project*
- F. Report of 2022 Delinquent Taxes*
- G. Award Airport Parking Lot Bid - Barnes Asphalt Maintenance Incorporated*
- H. Rowan County Chemical Booster Station - Change Order 6*
- I. GRANT APPLICATION: Rowan Public Library Request to Apply for Robertson Family Foundation 2023 Grant*
- J. GRANT APPLICATION: Rowan Public Library Request to Apply for Library Services and Technology Act Grant Funding*
- K. GRANT AGREEMENT: Department of Natural and Cultural Resources Non-recurring Grant to Rowan Nature Center (American Rescue Plan Act Grant)*
- L. DIRECTED GRANT: Combined Scope of Work for State Grant 20542*
- M. DIRECTED GRANT: Revised Funding Request to Department of Environmental Quality for Session Law 2022-74 Appropriated Projects*
- N. Tax Refunds for Approval*
- O. FY 23-24 HOME Application*
- P. Rowan County Working Agriculture Lands Plan*
- Q. Partial Road Abandonment - Carter Loop Road*
- R. Funding Request for Paving at the Animal Shelter*
- S. Proclamation Honoring and Celebrating the Service of Centenarian James Deal (agenda addition)*
- T. Proclamation Honoring Javon Hargrave (agenda addition)*
- U. Drainage Easement on Leonard Road (agenda addition)*
- V. Budget Amendment for Vehicles/fleet nontarget and target costs (agenda addition)*
- W. Revised contract for Rowan Transit System vehicles camera work – Sole-Source Coast 2 Coast (agenda addition)*
- X. Rowan Transit Certifications and Assurances for Grant Application (agenda addition)*

**Public Comment Period**

There were no public comments.

**Consider Farm Lease with Bobby Waller**

Finance Director Anna Bumgarner presented the Lease Agreement between the County and Bobby Waller to the Board for a piece of land near the landfill. The request to advertise the intent to lease had been approved at a prior board meeting.

Chairman Edds said this is a good use of unused land.

Vice-Chairman Greene said the lessee had been Farmer of the Year.

*On motion of Greene, seconded by Klusman, the Board voted 5-0 to approve entering into a Lease Agreement with Bobby Waller and authorized the County Manager to sign the contract.*

### **Consider Family Subdivision Waiver (FSW) 01-23**

Aaron Poplin, Planning Technician, said Jeramy Goodman is requesting a family subdivision waiver to allow for a 4th new lot in the existing family subdivision off Gheen Rd, further referenced as Rowan County Tax Parcel 305 096. Jason Goodman plans to receive a new lot from the property he jointly owns with his father and brothers.

In 2021 James Goodman divided three tracts off his approximate 100-acre property. Lot one was deeded to his son Jeffery Goodman, lot two was deeded to his son Jeramy Goodman, and lot three to himself. The 90-acre residual tract was placed in joint ownership of Jeramy, James, Jeffery, and Jason Goodman. Now Jason Goodman is looking to build a house on the property and needs his own lot.

Jeramy Goodman has indicated that they may come back to the Board for future waivers once other immediate family members come of age and get ready to build homes.

One of the reasons Rowan County adopted a Subdivision Ordinance was in response to maintenance issues often created by private roads, especially those providing access to a significant number of residences. Requirements specified new divisions could only be established on property containing sufficient public road frontage for both the new and residual lot and where new roads were constructed to meet North Carolina Department of Transportation (NCDOT) standards. In lieu of these options, the ordinance established a process where a property owner could convey parcels to their immediate family members for the purpose of establishing new residences.

The family subdivision waiver process provides the Board of Commissioners (BoC) an option to consider relaxing one or more of the family subdivision requirements in a legislative process rather than quasi-judicial (variance through the Board of Adjustment) when undue hardship may result from strict compliance. Traditionally, the BoC have considered waivers for families seeking more than three new lots, or conveyance to family members outside the “immediate family.”

In accordance with Section 22-54 of the Subdivision Ordinance, the BoC should consider the following four criteria and ensure the waiver “shall not be detrimental to the county and the area surrounding the subdivision.”

- Nature of the proposed subdivision: The proposed subdivision is a family subdivision resulting in one new parcel, for a total of five parcels.
- Existing use of the land in the vicinity: The surrounding land uses are residential and agricultural.



- Number of persons to reside or work in the proposed subdivision: The five lots will be occupied by the Goodman family. Each lot will be deeded as follows:
  - Lot 1. Jeffery Goodman.
  - Lot 2. Jeramy Goodman.
  - Lot 3. James Goodman.
  - Lot 4. Jason Goodman.
  - Residual. James, Jason, Jeramy, and Jeffery Goodman.
- Probable effect of the proposed subdivision upon traffic conditions in the vicinity: Traffic count information provided by the North Carolina Department of Transportation's (NCDOT) Comprehensive Transportation Plan (CTP) estimates a carrying capacity of 13,600 average vehicles per day. The most recent traffic count estimates from 2016 tallied 660 average daily trips along that section of Gheen Road.

Commissioner Pierce asked if the road on the property will need to be named.

Mr. Poplin said at this point names are not needed, but if an additional waiver is requested, naming the roads would be required.

*On motion of Pierce, seconded by Greene, the Board voted 5-0 to approve Family Subdivision Waiver 01-23.*

#### **Consider Proposed Changes to Speedway Business Park Protective Covenants**

Shane Stewart, Assistant Planning and Development Director, said Bowtie Properties LLC (limited liability company) owns three lots in the Speedway Business Park, identified as Parcel IDs 401A-023, 025, & 031 along with an adjacent parcel to the north, identified as 401-019, which is not part of the Speedway Business Park. Mr. Stewart reviewed the parcels and adjacent properties on a map.

Planning Staff met with the owners regarding their desire to re-combine the eastern portion of 401-019 with the associated adjacent lot portions including the LGC Holdings LLC tract (401A-024) as noted on the map. The proposed reconfiguration would address buffer encroachments along the rear property line at two of the lots and offer future expansion possibilities on the lots.

Planning Staff along with the County Attorney indicated the first step should be an amendment to the covenants to address the process of adding acreage to the park and ensuring the application of covenant standards. On behalf of Bowtie Properties, attorney Hank Niblock prepare a draft of proposed changes to the Speedway Business Park Protective Covenants to address the following:

1. Language to address new land added to the park and ensure covenant application;
2. Allow lots 11 and 12 to be sold and be subject to the covenants for signage and landscaping only (Bowtie is interested in purchasing these "lots." This is merely an enabling measure should the county entertain offers;
3. Flexibility on loading areas and fencing standards;
4. Miscellaneous clean up text.

Staff informed Bowtie they will need to apply for a rezoning and special use permit to accommodate the request if the covenants were amended. The draft has been reviewed by the County Attorney and deemed acceptable. Mr. Stewart reviewed some of the suggested revisions and updates to the covenants. There is interest in purchasing the two lots owned by the County to erect a sign at the road front.

Vice-Chairman Greene asked where the entries to the parcels will be, and Mr. Stewart pointed out options on a map. The proposal is for the land in question to be combined with the existing lots.

Commissioner Pierce asked if the new lots would need rezonings and Mr. Stewart said yes. The land is currently zoned rural/residential. County Attorney Jay Dees said rezoning would be the next step.

Chairman Edds asked Mr. Stewart to show the two parcels owned by the County on a map and asked if they can be developed. Mr. Stewart said as it stands, there is limited ability to develop. These lots are zoned separate from lots 2 through 10.

Hank Niblock introduced himself to the Board and said these amendments to the covenants will help to build business in the area. The signage will contribute to a nice entrance.

Vice-Chairman Greene asked if the other owners of lots have been spoken with regarding signage. Mr. Niblock said he was unsure, but he just wants it to be a nice entrance to the business park.

Commissioner Klusman asked if Makson Incorporated, the development contractor, would be interested in purchasing the county owned land.

Bill Arndt, head developer for Makson Construction, said the plan for lots 1 and 12 is to enhance the entrance to what's already there. Makson works closely with landowners nearby. Makson is very interested in purchasing lots 1, 12, and the racetrack. There has been a bid submitted for lots 1 and 12. The intent is to enhance the entrance to the business park. He would like to continue the racetrack's business.

Mr. Niblock thanked county staff for their assistance with this matter.

Mr. Dees said if any changes are approved, the amendment will be circulated to other property owners for signatures. This is a best practice. Zoning would be the next step while the amendment is circulated.

Chairman Edds asked if there is a downside to selling lots 1 and 12 to one owner versus the park owning the entrance jointly. Mr. Dees said ideally, there would be an association that owns and manages the entrance. There are some downsides, but there are ways to mitigate risk.

Commissioner Klusman asked if the racetrack property was sold in the future, could restrictions be placed upon it relative to use and Mr. Dees said yes.

Commissioner Pierce said if lots 1 and 12 were sold, restrictions should be applied, but there is no need until it changes hands. Bowtie wants to be in this area because of the racetrack. It may not be beneficial for the county to hold this area as an asset.

Mr. Stewart said generally, the county shouldn't hold land without an intent to use it.

Chairman Edds said there could be an issue in the future if a tenant is disagreeable about one company holding ownership of the entrance.

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the amended covenants and authorize the Chairman to sign the document after property owner signatures were collected.*

### **Budget Amendments**

Finance Director Anna Bumgarner presented the budget amendments, as follows:

<i>Library</i>	<i>To reduce funds for Library Services and Technology Act Bright Ideas Grant to actuals</i>	<i>\$1,822</i>
<i>Finance</i>	<i>To allocate fiscal year 2022 restricted sales tax to Rowan Salisbury Schools and Kannapolis City Schools capital improvements</i>	<i>\$4,809,045</i>
<i>Finance</i>	<i>Transfer American Rescue Plan Act funds to cover water flushing fees with City of Salisbury</i>	<i>\$120,000</i>
<i>Soil and Water</i>	<i>Increase budget for Tropical Storm Eta Grant and decrease for expired Hurricane Florence Grant</i>	<i>\$132,361</i>
<i>Water Fund</i>	<i>Transfer funds to cover additional costs for Chemical Booster Station</i>	<i>\$2,254</i>
<i>Parks</i>	<i>Increase budget for NC Science Museums Grant - Nature Center</i>	<i>\$75,000</i>
<i>Parks</i>	<i>Increase budget for American Rescue Plan Act Grant - Nature Center</i>	<i>\$141,079</i>
<i>Finance</i>	<i>Transfer funds for Vehicles Fleet Target and Non-target costs</i>	<i>\$583,723</i>
<i>Animal Services</i>	<i>Transfer funds for paving at the Animal Shelter</i>	<i>\$26,265</i>

*On motion of Pierce, seconded by Klusman, the Board voted 5-0 to approve the presented Budget Amendments.*

### **Financial Reports**

Ms. Bumgarner reviewed Financial Reports.

- Cumulative expenditures are up by \$4.8 million or 5.5%.

- Cumulative revenues are up by \$23.1 million or 22%. American Rescue Plan Act funds contribute to this.
- Current year property taxes are up by \$2.2 million or 3.1%.
- Monthly sales taxes show a 0.5% decrease, equating to \$16,000 for the month.
- Cumulative sales taxes are up by \$1.5 million, or 12.9%.

### **Closed Session**

Prior to going into Closed Session, Commissioner Klusman stepped out of the room unexcused.

*At 6:40 p.m. on motion of Edds, seconded by Pierce, the Board voted 4-0 (with Klusman absent) to enter into closed session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on February 6, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(1) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132-1.7(5) of the General Statutes.*

### **Regular Session**

At 7:16 p.m. regular session resumed.

### **Adjournment**

*At 7:17 p.m., on motion of Pierce, seconded by Klusman, the Board voted 5-0 to adjourn.*

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Sarah Pack, NCCCC  
Clerk to the Board



**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Aaron Church, County Manager  
**DATE:** 3/6/23  
**SUBJECT:** West End Plaza Contract

---

Approve the Owner and Contractor Contract for the West End Plaza Ag. Center and authorize the County Manager to sign the contract.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Award WEP Project - Wharton-Smith	2/28/2023	Cover Memo
Bid Tab	2/28/2023	Cover Memo
Bid Form	2/28/2023	Cover Memo
Contract	2/28/2023	Cover Memo



NORTH CAROLINA

*Be an original.®*

**Rowan County Purchasing Department**  
130 West Innes Street, Salisbury, NC 28144-4326

[www.rowancountync.gov](http://www.rowancountync.gov)

Telephone 704-216-8178

Fax 704-216-8166

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

From: Jody Farrow-Bennett, Director of Purchasing/Contract Administration

Re: Award & Approval of Contract with Wharton-Smith (WEP Bid)

Date: January 6, 2023

---

Rowan County received proposals for the West End Plaza, ADW Project Number 19006, on January 18, 2023. The original bid opening was January 5, 2023, but we did not have the required minimum of three (3) bids to open. Statute allows for a re-bid if three (3) bids are not received at original opening and can be awarded without a minimum bid.

Two bids were received at the re-bid opening. The County would like to award the bid to Wharton-Smith, Inc. Construction Group who submitted the lowest total base bid in the amount of \$25,630,800.00.




The County requested special financing that was approved by the BOC on January 23, 2023, this amount was included within approved documentation.

Attached are the bid tab form, proposal from Wharton-Smith, and the AIA contract.

Recommendation: Board of Commissioners to award the bid to Wharton-Smith, Inc. Construction Group and authorize County Manager to approve the Contract with Wharton-Smith, Inc.; Not to Exceed \$25,630,800.00

Bid Tabulation Form - General Construction - Single Prime

Project: Rowan County - Agricultural Center Renovations  
Location: Rowan County Administration Building, Admin Conference, Room 101  
Date/Time: January 18, 2023, 2:00 pm (base bid) / 3:00 pm (alternates)  
Rowan County #2023-011

								ALTERNATES																
COMPANY	NORTH CAROLINA CONTRACTOR LICENSE NO.	BID BOND (Y/N)	AFFIDAVIT A (Y/N)	AFFIDAVIT B (Y/N)	ADDENDUM #1 (Y/N)	ADDENDUM #2 (Y/N)	ADDENDUM #3 (Y/N)	BASE BID	1	1A	2	3	4	5	6	7	8	9	10	11	12	13	14	15
									Exterior alterations, new entries/canopies at Belk Bldg.	Removal/replacement of sidewalk north+ northwest of Belk Bldg.	Parking lot/site alterations around Belk Bldg. Pavilion/classroom, landscaping, green space.	Exterior/parking lot alterations between Belk and anchor store box (JCP) on the mall north side.	Interior mall concourse renovations on west side of mall.	EV charging station infrastructure for 3 stations. Charging units not included.	Provide/Install 4 portable stages in the Meeting Area (203).	Add 2 USDA departments: Natural Resources Conservation Service (NRCS) and Farm Service Agency (FSA).	AV Equipment at: Waiting (146), Admin wall, Main Lobby (201), Side Lobby (201).	AV Equipment: Corridor (204) Corridor (219).	AV Equipment: Admin Conference Rooms (101), (161), (178).	AV: Ag Mtg Area (203): add Performance audio system.	AV: Ag Mtg Area (203): add portable audio console + wireless microphone system.	AV Equipment: Admin Conference Rooms (207), (208), (223).	Building and systems demolition at the north side of the Belk Building shell.	Demonstration garden to the south of Belk Bldg.
Edison Foard	1685	y	y	n	y	y	y	\$14,677,000	\$3,598,000.00	\$150,000.00	\$2,149,000.00	\$2,536,000.00	\$988,000.00	\$24,000.00	\$72,000.00	\$474,000.00	\$169,000.00	\$11,000.00	\$54,000.00	\$239,000.00	\$30,000.00	\$209,000.00	\$95,000.00	\$188,000.00
		Total Bid With Alternates=						\$25,663,000																
Wharton-Smith, Inc. Construction Group	38755	y	y	n	y	y	y	\$14,611,000	\$2,900,000.00	\$106,000.00	\$2,525,000.00	\$2,255,000.00	\$1,265,000.00	\$40,000.00	\$72,800.00	\$675,000.00	\$171,000.00	\$11,000.00	\$56,000.00	\$241,000.00	\$31,000.00	\$211,000.00	\$200,000.00	\$260,000.00
		Total Bid With Alternates=						\$25,630,800																
<div>ADW Architects, pa Six Coliseum Centre 2815 Coliseum Centre Drive, Suite 500 Charlotte, North Carolina 28217 PH: 704-379-1919 F: 704-379-1920</div>								<div>This document shall serve as certification that the submitted bids shown are true and accurate as received this bid opening. <div> ADW Architects, pa Phillip Steele, Managing Principal</div><div></div><div> architecture   planning   interiors</div></div>																

**SECTION 00 41 13 - BID FORM - STIPULATED SUM - SINGLE PRIME**

**PROJECT:** *Rowan County - West End Plaza Agricultural Center Renovations  
Salisbury, NC*

**NAME OF BIDDER:** *Wharton-Smith, Inc.*  
*Local: 5601 77 Center Drive, Suite 120, Charlotte, NC 28217*

**BUSINESS ADDRESS:** *Corporate: 750 Monroe Road, Sanford, FL 32771*

**LICENSE NO.** *38755* **DATE** *January 18, 2023*

This Contractor hereby proposes to furnish all materials, labor and equipment necessary to provide the Owner with a completed project as described in these specifications and as shown, detailed or noted on the drawings listed herein and to include any information provided in addenda as indicated on this proposal form.

**A. CONTRACT PRICE:**

**Total Base Bid:** ..... (\$ *SEE 2:00 PM SUBMISSION* )

**B. ALTERNATES:** As described on Drawings and in Specifications.

**Alternate No. 1** *Exterior alterations, new entries and canopies at original Belk Building. See drawings for noted Alternate 1 items.*

(Add/Deduct) \$ *2,900,000*

**Alternate No. 1A** *Removal and replacement of the monolithic sidewalk plan-north and plan-northwest of the original Belk Building. See drawings for noted Alternate 1A items.*

(Add/Deduct) \$ *100,000*

**Alternate No. 2** *Parking lot and site alterations around the original Belk Building. Outdoor pavilion/classroom, landscaping, green space. See drawings for noted Alternate 2 items.*

(Add/Deduct) \$ *2,525,000*

**Alternate No. 3** *Exterior and parking lot alterations between the original Belk Building and the anchor store box (former JCPenney) on the mall north side. See drawings for noted Alternate 3 items.*

(Add/Deduct) \$ *2,255,000*

**Alternate No. 4** *Interior mall concourse renovations on west side of mall. See drawings for noted Alternate 4 items.*

(Add/Deduct) \$ *1,205,000*

**Alternate No. 5** *Electric Vehicle charging stations - infrastructure only for 3 stations. Price to include infrastructure only and not the actual units.*

(Add/Deduct) \$ *40,000*

**Alternate No. 6** *Agricultural Meeting Area (203) - Provide/install 4 portable stages, stairs, ramps and associated equipment as indicated in the documents.*

(Add/Deduct) \$ *72,800*



**Alternate No. 7** Add 2 USDA departments – Natural Resources Conservation Service (NRCS) and Farm Service Agency (FSA). See drawings for noted Alternate 7 items.

(Add/Deduct) \$ 675,000

**Alternate No. 8**

- Administration, Waiting Area (146) – add single display and associated equipment.
- Administration, north side of Admin demising wall facing the mall concourse – add three displays and associated equipment for signage.
- Meeting Area, Main Lobby (201) – add seven displays plus the 9-display video wall and associated equipment for signage.
- Meeting Area, Side Lobby (202) – add two displays and associated equipment for signage.

(Add/Deduct) \$ 171,000

**Alternate No. 9** Meeting Area, Corridors (204) + (209) – three (3) displays and associated equipment.

(Add/Deduct) \$ 11,000

**Alternate No. 10** Administration, Conference Rooms (101)+(161)+(178) – advanced AV package and associated equipment.

(Add/Deduct) \$ 50,000

**Alternate No. 11** Agricultural Meeting Area (203) – add “Performance” audio system, including mounting hardware, tuning, alignment, and configuration.

(Add/Deduct) \$ 241,000

**Alternate No. 12** Agricultural Meeting Area (203) – add portable audio console and wireless microphone system, including brackets, hardware, cables, and misc. hardware.

(Add/Deduct) \$ 31,000

**Alternate No. 13** Meeting Area, Conference Rooms (207)+(208)+(223) – AV systems, including speakers, displays, projectors, screens, and associated equipment.

(Add/Deduct) \$ 211,000

**Alternate No. 14** Building and systems demolition at the north side of the Belk’s shell Building. See Sheets AD-105 + AD-106.

(Add/Deduct) \$ 200,000

**Alternate No. 15** Demonstration garden to the south of the original Belk Building. See drawings for noted Alternate 15 items.

(Add/Deduct) \$ 260,000

**C. UNIT PRICES:**

The undersigned quotes the following unit prices to be utilized in making adjustments to the Contract sum should the addition or omission of work required by the Contract Documents be necessary. Amount listed for unit prices will apply throughout the life of the Contract.

<b>UP #1</b>	In-Place Concrete paving (4" thickness) per square yard	\$ <u>SEE 2:00 PM SUBMISSION</u>
<b>UP #2</b>	Heavy-Duty Asphalt paving per square yard	\$ <u>SEE 2:00 PM SUBMISSION</u>
<b>UP #3</b>	2000 PSI lean concrete fill per square yard	\$ <u>SEE 2:00 PM SUBMISSION</u>

**D. TIME OF COMPLETION**

The undersigned further agrees to begin work immediately upon receipt of the “Notice to Proceed” with an adequate  
ADW-19066

force, carry the work forward as expeditiously as possible, and complete the work in 425 days.

**E. QUALIFICATIONS AND CLARIFICATIONS:**

Contractor shall obtain any clarifications with the Owner in writing prior to the bid date. Bid qualifications are not permitted.

**F. ADDENDUMS:**

Contractor shall acknowledge receipt of all Addenda to the drawings and specifications by affixing his signature in the spaces provided below:

	Date	Signature
Addendum No. 1	<u>12/28/2023</u>	<u>[Signature]</u>
Addendum No. 2	<u>01/10/2023</u>	<u>[Signature]</u>
Addendum No. 3	<u>01/11/2023</u>	<u>[Signature]</u>
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____

**G. LISTING OF MAJOR SUBCONTRACTORS:**

Plumbing Contractor: SEE 2:00 PM SUBMISSION

Mechanical Contractor: SEE 2:00 PM SUBMISSION

Electrical Contractor: SEE 2:00 PM SUBMISSION

**H. CONTRACTOR'S LICENSE:**

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

Respectfully submitted this 18 day of January, 2023.

Signature of Contractor or  
Authorized Agent:

Name: [Signature] Darin A. Crafton

Title: COO - Commercial Division

Address: Local: 5601 77 Center Drive, Suite 120, Charlotte, NC 28217  
A Florida Corporation: 750 Monroe Road, Sanford, FL 32771

Phone: Local: (704) 525-5695, Corporate: (407) 321-8410

License: 38755

Witness: [Signature]

Title: Stephanie Pompeo, Corporate Secretary

Date: January 18, 2023

Expiration Date

12/31/2023

License No.

38755

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Wharton-Smith, Inc.

Sanford, FL

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited

Classification: Building, PU(Water Lines & Sewer Lines), PU(Water Pur. & Sewage Disp.)

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2023

This certificate may not be altered.



*Lisa Piercy*  
Chairman

*C. Frank Wiesner*  
Secretary-Treasurer

## Corporate Officers



Timothy Smith, President 750 Monroe Road, Sanford, FL 32771 tsmith@whartonsmith.com	31
Darin Crafton, Chief Operating Officer - Commercial 750 Monroe Road, Sanford, FL 32771 dcrafton@whartonsmith.com	7
Pat Hewitt, Chief Operating Officer - Water 750 Monroe Road, Sanford, FL 32771 phewitt@whartonsmith.com	24
Ronald F. Davoli, CEO & Treasurer 750 Monroe Road, Sanford, FL 32771 rdavoli@whartonsmith.com	32
John Lyons, Vice President Commercial Pre-Construction Services 750 Monroe Road, Sanford, FL 32771 jlyons@whartonsmith.com	36
Tom Murphy, Vice President of Operations 750 Monroe Road, Sanford, FL 32771 tmurphy@whartonsmith.com	23
Tom Iarossi, Vice President - West Coast Florida Commercial 4912 W LaSalle Street Tampa, FL 33607	7
Clyde Burgess, Vice President Water Design Build Division 750 Monroe Road, Sanford, FL 32771 cburgess@whartonsmith.com	37
Stephanie Pompeo, Vice President of Finance & Technology/ Corporate Secretary 750 Monroe Road, Sanford, FL 32771 spompeo@whartonsmith.com	16
Bob Hahn, Vice President Central & West Coast of FL Operations 750 Monroe Road, Sanford, FL 32771 rhahn@whartonsmith.com	28
Kenneth Marcell, Vice President - Gulf Coast Water 17474 Opportunity Avenue Baton Rouge, LA 70817	18
George E. Smith, Chairman of the Board 750 Monroe Road, Sanford, FL 32771 gsmith@whartonsmith.com	38



**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP

**CORPORATE RESOLUTION**

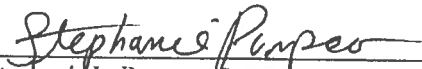
I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on July 1, 2020 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

**The current list of qualifiers** to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli  
George E. Smith  
Timothy S. Smith  
Stephanie L. Pompeo  
Patrick J. Hewitt  
Kenneth E. Marcell III  
Darin A. Crafton  
Todd H. O'Donnell  
Gregory L. Williams  
Mark H. McDaniel  
Thomas D. Iarossi  
Andre P. Boagni

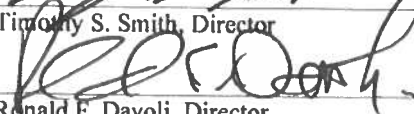
I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 1<sup>st</sup> day of July 2020.  
(Seal of Corporation)

  
Stephanie L. Pompeo, Secretary

  
George E. Smith, Director

  
Timothy S. Smith, Director

  
Ronald F. Davoli, Director



**SECTION 00 41 13 - BID FORM – STIPULATED SUM – SINGLE PRIME**

**PROJECT:** *Rowan County – West End Plaza Agricultural Center Renovations  
Salisbury, NC*

**NAME OF BIDDER:** *Wharton-Smith, Inc.*  
*Local: 5601 77 Center Drive, Suite 120, Charlotte, NC 28217*

**BUSINESS ADDRESS:** *Corporate: 750 Monroe Road, Sanford, FL 32771*

**LICENSE NO.** *38755* **DATE** *January 18, 2023*

This Contractor hereby proposes to furnish all materials, labor and equipment necessary to provide the Owner with a completed project as described in these specifications and as shown, detailed or noted on the drawings listed herein and to include any information provided in addenda as indicated on this proposal form.

**A. CONTRACT PRICE:**

*Fourteen million : Six Hundred  
Eleven Thousand*  
**Total Base Bid:** ..... (\$ *14,611,000* )

**B. ALTERNATES:** As described on Drawings and in Specifications.

**Alternate No. 1** *Exterior alterations, new entries and canopies at original Belk Building. See drawings for noted Alternate 1 items.*  
(Add/Deduct) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 1A** *Removal and replacement of the monolithic sidewalk plan-north and plan-northwest of the original Belk Building. See drawings for noted Alternate 1A items.*  
(Add/ Deduct) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 2** *Parking lot and site alterations around the original Belk Building. Outdoor pavilion/classroom, landscaping, green space. See drawings for noted Alternate 2 items.*  
(Add/ Deduct) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 3** *Exterior and parking lot alterations between the original Belk Building and the anchor store box (former JCPenney) on the mall north side. See drawings for noted Alternate 3 items.*  
(Add/Deduct) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 4** *Interior mall concourse renovations on west side of mall. See drawings for noted Alternate 4 items.*  
(Add/Deduct) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 5** *Electric Vehicle charging stations – infrastructure only for 3 stations. Price to include infrastructure only and not the actual units.*  
(Add/Deduct ) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 6** *Agricultural Meeting Area (203) - Provide/install 4 portable stages, stairs, ramps and associated equipment as indicated in the documents.*  
(Add/Deduct) \$ *SEE 3:00 PM SUBMISSION*

**Alternate No. 7** Add 2 USDA departments – Natural Resources Conservation Service (NRCS) and Farm Service Agency (FSA). See drawings for noted Alternate 7 items.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 8**

- Administration, Waiting Area (146) – add single display and associated equipment.
- Administration, north side of Admin demising wall facing the mall concourse – add three displays and associated equipment for signage.
- Meeting Area, Main Lobby (201) – add seven displays plus the 9-display video wall and associated equipment for signage.
- Meeting Area, Side Lobby (202) – add two displays and associated equipment for signage.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 9** Meeting Area, Corridors (204) + (209) – three (3) displays and associated equipment.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 10** Administration, Conference Rooms (101)+(161)+(178) – advanced AV package and associated equipment.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 11** Agricultural Meeting Area (203) – add “Performance” audio system, including mounting hardware, tuning, alignment, and configuration.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 12** Agricultural Meeting Area (203) – add portable audio console and wireless microphone system, including brackets, hardware, cables, and misc. hardware.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 13** Meeting Area, Conference Rooms (207)+(208)+(223) – AV systems, including speakers, displays, projectors, screens, and associated equipment.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 14** Building and systems demolition at the north side of the Belk’s shell Building. See Sheets AD-105 + AD-106.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

**Alternate No. 15** Demonstration garden to the south of the original Belk Building. See drawings for noted Alternate 15 items.

(Add/Deduct) \$ SEE 3:00 PM SUBMISSION

#### C. UNIT PRICES:

The undersigned quotes the following unit prices to be utilized in making adjustments to the Contract sum should the addition or omission of work required by the Contract Documents be necessary. Amount listed for unit prices will apply throughout the life of the Contract.

UP #1	In-Place Concrete paving (4" thickness) per square yard	\$ <u>75.00</u>
UP #2	Heavy-Duty Asphalt paving per square yard	\$ <u>185.00</u>
UP #3	2000 PSI lean concrete fill per square yard	\$ <u>65.00</u>

#### D. TIME OF COMPLETION

The undersigned further agrees to begin work immediately upon receipt of the “Notice to Proceed” with an adequate  
ADW-19066

force, carry the work forward as expeditiously as possible, and complete the work in 425 days.

**E. QUALIFICATIONS AND CLARIFICATIONS:**

Contractor shall obtain any clarifications with the Owner in writing prior to the bid date. Bid qualifications are not permitted.

**F. ADDENDUMS:**

Contractor shall acknowledge receipt of all Addenda to the drawings and specifications by affixing his signature in the spaces provided below:

	Date	Signature
Addendum No. 1	<u>12/28/2023</u>	<u>[Signature]</u>
Addendum No. 2	<u>01/10/2023</u>	<u>[Signature]</u>
Addendum No. 3	<u>01/11/2023</u>	<u>[Signature]</u>
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____

**G. LISTING OF MAJOR SUBCONTRACTORS:**

Plumbing Contractor: ADW Precision Plumbing

Mechanical Contractor: Superior Mechanical

Electrical Contractor: American Electric

**H. CONTRACTOR'S LICENSE:**

The undersigned further states that he is a duly licensed Contractor, for the type of work proposed, in the State of North Carolina, and that all fees, permits, etc., pursuant to the submission of this proposal have been paid in full.

Respectfully submitted this 18 day of January, 2023.

Signature of Contractor or  
Authorized Agent:

Name: [Signature] Darin A. Crafton

Title: COO - Commercial Division

Address: Local: 5601 77 Center Drive, Suite 120, Charlotte, NC 28217  
A Florida Corporation: 750 Monroe Road, Sanford, FL 32771

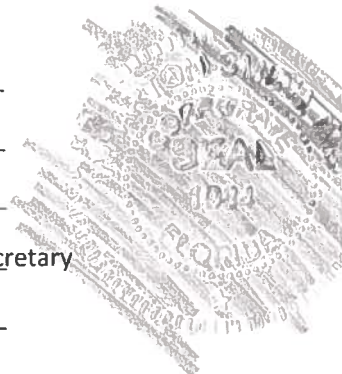
Phone: Local: (704) 525-5695, Corporate: (407) 321-8410

License: 38755

Witness: [Signature]

Title: Stephanie Pompeo, Corporate Secretary

Date: January 18, 2023





## Identification of HUB Certified/ Minority Business Participation

I, Wharton-Smith, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)
American Electric 2835 Jeff Adams Drive Suite # Charlotte, NC 28206 (980) 430-1014	Electrical	B	y

\*Minority categories: Black, African American (B), Hispanic (H), Asian American (A) American Indian (I), Female (F) Socially and Economically Disadvantaged (D)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$) 1,890,359.

State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of Rowan

Wharton-Smith, Inc.

(Name of Bidder)

Affidavit of Wharton-Smith, Inc.

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.**  
(1 NC Administrative Code 30 I.0101)

- ☒ **1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- ☒ **2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- ☒ **3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- ☐ **4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- ☒ **5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- ☒ **6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- ☐ **7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- ☒ **8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- ☐ **9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- ☒ **10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner.

Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: January 18, 2023

Name of Authorized Officer: Darin A. Crafton

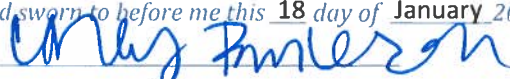
Signature: 

Title: COO - Commercial Division

State of Florida, County of Seminole

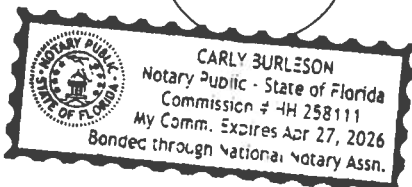
Subscribed and sworn to before me this 18 day of January 20 23

Notary Public



My commission expires 04/27/2026

SEAL



## Identification of Minority Business Participation

I, Wharton-Smith, Inc.

(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #

Work type

Minority Category[illegible]

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

The total value of minority business contracting will be (\$) 1,890,359.

**BID BOND - 2022**

**(Important! AIA A-310 Bid Bond As Indicated In AIA-A701 Instructions To Bidders Is NOT Acceptable)**

Date of Execution of this Bond: January 12, 2023

Name and Address of Principal (Bidder): Wharton-Smith, Inc.

750 Monroe Road, Sanford, FL 32771

Name and Address of Surety: Western Surety Company

151 N. Franklin Street, Chicago, IL 60606

Name and Address of Owner/Obligee: Rowan County

130 W. Innes Street, Salisbury, NC 28144

Amount of Bond: Five Percent (5%) of the Gross Amount of the Proposal

Bid and Proposal Date: January 18, 2023 for

Rowan County - West End Plaza Agricultural Center Renovations

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and the above named and SURETY above named, who is duly licensed to act as surety in the State of North Carolina, are held and firmly bound unto (Owner/Obligee) Rowan County, a body corporate and politic of the State of North Carolina as Obligee, in the penal sum of FIVE PERCENT (5%) of the amount bid in the bid and proposal above described in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF OBLIGATION is such, that if the Principal shall be awarded the contract for which the bid and proposal above described is submitted and shall execute the contract, give bond for the faithful performance of the contract, and give bond for the payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, within ten (10) days after the award of the same to the Principal above named, then this obligation shall be null and void; but if the Principal above named fails to so execute such contract and give performance bond and payment bond as required by Section 129 of Chapter 143 of the General Statutes of North Carolina, as amended and Article 3 of Chapter 44-A of the General Statutes of North Carolina, as amended, the Surety shall, upon demand, forthwith pay to the Obligee the amount of this bond set forth above.



IN WITNESS WHEREOF, the Principal above named and the Surety above named have executed this instrument under their several seals on the date set forth.

WITNESS:

\_\_\_\_\_  
(Proprietorship or Partnership)

Wharton-Smith, Inc.

Principal (name of individual, individual  
and trade name, partnership, corporation,  
or joint venture)

BY 

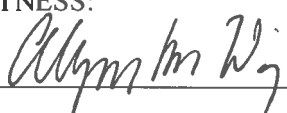
Title: Darin A. Crafton, COO - Commercial  
(Owner, Partner, Office held in  
corporation, joint venture)

ATTEST: (Corporation)

By: 

Title: Stephanie Pompeo, Corporate Secretary  
(Corporate Secretary or Assistant Secretary Only)

WITNESS:



Western Surety Company  
Surety (Name of Surety Company)

By 

April L. Lively  
Title: Attorney in fact  
& NC Licensed Non-Resident Agent

COUNTERSIGNED:



N.C. Licensed Resident Agent  
William J. Quinn  
USI Insurance Services  
6100 Fairview Road, Suite 800  
Charlotte, NC 28210

(Corporate Seal of Surety)  
Guignard Company  
1904 Boothe Circle, Longwood, FL 32750  
(Address of Attorney in Fact)  
Inquiries: (407) 834-0022

IMPORTANT- Surety Companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of North Carolina.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Bryce R Guignard, M Gary Francis, April L Lively, Paul J Ciambriello, Jennifer L Hindley, Margie L Morris, Allyson Foss Wing, Deborah Ann Defoe, Christine A Morton, Kelly Phelan, David R Turcios, Individually**

of Longwood, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2022.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of March, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12<sup>th</sup> day of January, 2023.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Expiration Date

12/31/2023

License No.

38755

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Wharton-Smith, Inc.

Sanford, FL

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited

Classification: Building, PU(Water Lines & Sewer Lines), PU(Water Pur. & Sewage Disp.)

until

December 31, 2023

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

01/01/2023

This certificate may not be altered.



*Lisa Piercy*  
Chairman

*C. Frank Wiesner*  
Secretary/Treasurer



## Corporate Officers



Timothy Smith, President 750 Monroe Road, Sanford, FL 32771 tsmith@whartonsmith.com	31
Darin Crafton, Chief Operating Officer - Commercial 750 Monroe Road, Sanford, FL 32771 dcrafton@whartonsmith.com	7
Pat Hewitt, Chief Operating Officer - Water 750 Monroe Road, Sanford, FL 32771 phewitt@whartonsmith.com	24
Ronald F. Davoli, CEO & Treasurer 750 Monroe Road, Sanford, FL 32771 rdavoli@whartonsmith.com	32
John Lyons, Vice President Commercial Pre-Construction Services 750 Monroe Road, Sanford, FL 32771 jlyons@whartonsmith.com	36
Tom Murphy, Vice President of Operations 750 Monroe Road, Sanford, FL 32771 tmurphy@whartonsmith.com	23
Tom Iarossi, Vice President - West Coast Florida Commercial 4912 W LaSalle Street Tampa, FL 33607	7
Clyde Burgess, Vice President Water Design Build Division 750 Monroe Road, Sanford, FL 32771 cburgess@whartonsmith.com	37
Stephanie Pompeo, Vice President of Finance & Technology/ Corporate Secretary 750 Monroe Road, Sanford, FL 32771 spompeo@whartonsmith.com	16
Bob Hahn, Vice President Central & West Coast of FL Operations 750 Monroe Road, Sanford, FL 32771 rhahn@whartonsmith.com	28
Kenneth Marcell, Vice President - Gulf Coast Water 17474 Opportunity Avenue Baton Rouge, LA 70817	18
George E. Smith, Chairman of the Board 750 Monroe Road, Sanford, FL 32771 gsmith@whartonsmith.com	38

**Wharton-Smith, Inc.**  
CONSTRUCTION GROUP

**CORPORATE RESOLUTION**

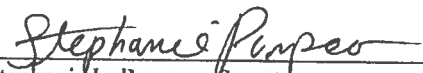
I, the undersigned Secretary of Wharton Smith, Inc., a corporation organized and existing under the laws of the State of Florida, do hereby certify that a meeting of the Board of Directors of said corporation, duly held on July 1, 2020 a quorum being present, the following resolution was adopted and entered upon the regular minute book of said corporation, is in accordance with the by-laws and is now in full force and effect to-wit:

**The current list of qualifiers** to act for the business organization in all matters connected with its contracting business has now been amended to read:

Ronald F. Davoli  
George E. Smith  
Timothy S. Smith  
Stephanie L. Pompeo  
Patrick J. Hewitt  
Kenneth E. Marcell III  
Darin A. Crafton  
Todd H. O'Donnell  
Gregory L. Williams  
Mark H. McDaniel  
Thomas D. Iarossi  
Andre P. Boagni

I HEREBY certify that the foregoing is a true and exact copy of the resolution adopted by the Board of Directors of this Corporation and that such resolution has not been amended, modified, or revoked and is still in force and effect.

Signed and sealed this 1<sup>st</sup> day of July 2020.  
(Seal of Corporation)

  
Stephanie L. Pompeo, Secretary

  
George E. Smith, Director  
  
Timothy S. Smith, Director  
  
Ronald F. Davoli, Director



# AIA® Document A101® – 2017

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the **24th** day of **February** in the year **2023**  
(In words, indicate day, month and year.)

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

**Rowan County**  
**130 West Innes Street**  
**Salisbury, NC 28144**

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

**Wharton-Smith, Inc.**  
**5601 77 Center Drive, Suite 120**  
**Charlotte, NC 28217**

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

**West End Plaza-Agricultural Center Renovations**  
**1935 Jake Alexander Boulevard West**  
**Salisbury, NC 28147**

The Architect:  
(Name, legal status, address and other information)

**ADW Architects, PA**  
**2815 Coliseum Centre Drive, Suite 500**  
**Charlotte, NC 28217**

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*



[ X ] Not later than **Four Hundred Twenty-Five ( 425 )** calendar days from the date of commencement of the Work.

[ ] By the following date:

*(Table deleted)*

*(Paragraph deleted)*

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **Twenty-Five Million Six Hundred Thirty Thousand Eight Hundred (\$ 25,630,800 )**, subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

*(Table deleted)*

- 2.01 ALTERNATE NO. 1 – Exterior alterations, new entries and canopies at original Belk Building. See drawings for noted Alternate 1 items. **Alternate No. 1 Price: \$2,900,000**
- 2.02 ALTERNATE NO. 1A – Removal and replacement of the monolithic sidewalk plan-north and plan-northwest of the original Belk Building. See drawings for noted Alternate 1A items. **Alternate No. 1A Price: \$106,000**
- 2.03 ALTERNATE NO. 2 – Parking lot and site alterations around the original Belk Building. Outdoor pavilion/classroom, landscaping, green space. See drawings for noted Alternate 2 items. **Alternate No. 2 Price: \$2,525,000**
- 2.04 ALTERNATE NO. 3 – Exterior and parking lot alterations between the original Belk Building and the anchor store box (former JCPenney) on the mall north side. See drawings for noted Alternate 3 items. **Alternate No. 3 Price: \$2,255,000**
- 2.05 ALTERNATE NO. 4 – Interior mall concourse renovations on west side of mall. See drawings for noted Alternate 4 items. **Alternate No. 4 Price: \$1,265,000**
- 2.06 ALTERNATE NO. 5 – Electric Vehicle charging stations – infrastructure only for 3 stations. Price to include infrastructure only and not the actual units. **Alternate No. 5 Price: \$40,000**
- 2.07 ALTERNATE NO. 6 – Agricultural Meeting Area (203) - Provide/install 4 portable stages, stairs, ramps and associated equipment as indicated in the documents. **Alternate No. 6 Price: \$72,800**
- 2.08 ALTERNATE NO. 7 – Add 2 USDA departments – Natural Resources Conservation Service (NRCS) and Farm Service Agency (FSA). See drawings for noted Alternate 7 items. **Alternate No. 7 Price: \$675,000**
- 2.09 ALTERNATE NO. 8 –
- Administration, Waiting (146) – add single display and associated equipment for signage.
  - Administration, north side of Admin demising wall facing the mall concourse – add three displays and associated equipment for signage.
  - Meeting Area, Main Lobby (201) – add seven displays plus the 9-display video wall and associated equipment for signage.
  - Meeting Area, Side Lobby (202) – add two displays and associated equipment for signage.
- Alternate No. 8 Price: \$171,000**
- 2.10 ALTERNATE NO.9–Meeting Area, Corridors (204)+(219)–three displays +associated equipment.

**Alternate No. 9 Price: \$11,000**

- 2.11 ALTERNATE NO. 10 – Administration, Conference Rooms (101) + (161) + (178) – advanced AV package and associated equipment. **Alternate No. 10 Price: \$56,000**
- 2.12 ALTERNATE NO. 11 – Agricultural Meeting Area (203) – add "Performance" audio system, including mounting hardware, tuning, alignment, and configuration. **Alternate No. 11 Price: \$241,000**
- 2.13 ALTERNATE NO. 12 – Agricultural Meeting Area (203) – add portable audio console and wireless microphone system, including brackets, hardware, cables, and misc. hardware. **Alternate No. 12 Price: \$31,000**
- 2.14 ALTERNATE NO. 13 – Meeting Area, Conference Rooms (207) + (208) + (223) – AV systems, including speakers, displays, projectors, screens, and associated equipment. **Alternate No. 13 Price: \$211,000**
- 2.15 ALTERNATE NO. 14 – Building and systems demolition at the north side of the Belk's shell Building. See Sheets AD-105 + AD-106. **Alternate No. 14 Price: \$200,000**
- 2.16 ALTERNATE NO. 15 – Demonstration garden to the south of the original Belk Building. See drawings for noted Alternate 15 items. **Alternate No. 15 Price: \$260,000**

*(Table deleted)*

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ 4.4 Unit prices, if any:**

*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

	Item	Units and Limitations	Price per Unit (\$0.00)
UP #1	In-place concrete paving (4" thickness)	Square Yard	\$75.00
UP #2	Heavy-duty asphalt paving	Square yard	\$185.00
UP #3	2000 PSI lean concrete fill	Square yard	\$65.00

**§ 4.5 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

**Five Hundred Dollars (\$500.00) per calendar day.**

*(Paragraphs deleted)*

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the following

Init.

month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5.00%

*(Paragraphs deleted)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

*(Paragraphs deleted)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

0%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(Paragraphs deleted)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

*(Paragraphs deleted)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.



§ 8.2 The Owner's representative:  
(Name, address, email address, and other information)

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

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Mr. Scott Whelchel, Project Executive- Carolinas Commercial Division  
Wharton Smith, Inc.  
5601 77 Center Drive, Suite 120  
Charlotte, NC 28217

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

(Paragraphs deleted)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 Exhibit B, List of Drawings
- .5 Exhibit C, List of Specifications
- .6 Exhibit D, Supplementary Conditions – 2017

(Paragraph deleted)

- .7 Addenda, if any:

Number	Date	Pages
Addendum #1	December 28, 2022	
Addendum #2	January 10, 2023	
Addendum #3	January 11, 2023	

(Paragraphs deleted)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

[ X ] Supplementary and other Conditions of the Contract:

Init.

Document	Title	Date	Pages
Specification Section 00 72 01	Supplementary Conditions	12.05.22	1-5
<i>(Paragraphs deleted)</i>			

This Agreement entered into as of the day and year first written above.

**OWNER** *(Signature)*

Mr. Aaron Church Rowan County Manager  
*(Printed name and title)*

**CONTRACTOR** *(Signature)*

Mr. Darin A. Crafton, COO – Commercial Division  
*(Printed name and title)*

Init.

# **AIA® Document A201® – 2017**

## **General Conditions of the Contract for Construction**

for the following **PROJECT:**

*(Name and location or address)*

**West End Plaza – Agricultural Center Renovations  
1935 Jake Alexander Boulevard West  
Salisbury, NC 28147**

**THE OWNER:**

*(Name, legal status and address)*

**Rowan County  
130 West Innes Street  
Salisbury, NC 28144**

**THE ARCHITECT:**

*(Name, legal status and address)*

**ADW Architects, PA  
2815 Coliseum Centre Drive, Suite 500  
Charlotte, NC 28217**

### **TABLE OF ARTICLES**

<b>1</b>	<b>GENERAL PROVISIONS</b>
<b>2</b>	<b>OWNER</b>
<b>3</b>	<b>CONTRACTOR</b>
<b>4</b>	<b>ARCHITECT</b>
<b>5</b>	<b>SUBCONTRACTORS</b>
<b>6</b>	<b>CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b>
<b>7</b>	<b>CHANGES IN THE WORK</b>
<b>8</b>	<b>TIME</b>
<b>9</b>	<b>PAYMENTS AND COMPLETION</b>
<b>10</b>	<b>PROTECTION OF PERSONS AND PROPERTY</b>
<b>11</b>	<b>INSURANCE AND BONDS</b>
<b>12</b>	<b>UNCOVERING AND CORRECTION OF WORK</b>
<b>13</b>	<b>MISCELLANEOUS PROVISIONS</b>

### **ADDITIONS AND DELETIONS:**

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

Init.

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User Notes:

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**14      TERMINATION OR SUSPENSION OF THE CONTRACT**

**15      CLAIMS AND DISPUTES**

Init.

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

#### **§ 1.1.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

#### **§ 1.1.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

#### **§ 1.1.4 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

#### **§ 1.1.5 The Drawings**

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

#### **§ 1.1.6 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

#### **§ 1.1.7 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

#### **§ 1.1.8 Initial Decision Maker**

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

### **§ 1.2 Correlation and Intent of the Contract Documents**

**§ 1.2.1** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.



**§ 1.2.1.1** The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

**§ 1.2.2** Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

**§ 1.2.3** Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

### **§ 1.3 Capitalization**

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

### **§ 1.4 Interpretation**

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

### **§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service**

**§ 1.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 1.5.2** The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

### **§ 1.6 Notice**

**§ 1.6.1** Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

**§ 1.6.2** Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

### **§ 1.7 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 1.8 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

**§ 2.1.1** The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

**§ 2.1.2** The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

**§ 2.2.1** Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

**§ 2.2.2** Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

**§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

**§ 2.2.4** Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

### **§ 2.3 Information and Services Required of the Owner**

**§ 2.3.1** Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

**§ 2.3.2** The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

**§ 2.3.3** If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

**§ 2.3.4** The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 2.3.5** The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

**§ 2.3.6** Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

#### **§ 2.4 Owner's Right to Stop the Work**

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

#### **§ 2.5 Owner's Right to Carry Out the Work**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

**§ 3.1.1** The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

**§ 3.1.2** The Contractor shall perform the Work in accordance with the Contract Documents.

**§ 3.1.3** The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

**§ 3.2.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.



**§ 3.2.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

**§ 3.2.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

**§ 3.2.4** If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

### **§ 3.3 Supervision and Construction Procedures**

**§ 3.3.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

**§ 3.3.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

**§ 3.3.3** The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

### **§ 3.4 Labor and Materials**

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

**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.



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

### § 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

### § 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

### § 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

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

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### § 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

**§ 3.8.3** Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

### **§ 3.9 Superintendent**

**§ 3.9.1** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

**§ 3.9.2** The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 3.9.3** The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

### **§ 3.10 Contractor's Construction and Submittal Schedules**

**§ 3.10.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

**§ 3.10.2** The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

**§ 3.10.3** The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

### **§ 3.11 Documents and Samples at the Site**

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

**§ 3.12 Shop Drawings, Product Data and Samples**

**§ 3.12.1** Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

**§ 3.12.2** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

**§ 3.12.3** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

**§ 3.12.4** Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

**§ 3.12.5** The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

**§ 3.12.6** By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

**§ 3.12.7** The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

**§ 3.12.8** The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

**§ 3.12.9** The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

**§ 3.12.10** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will



specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 3.12.10.2** If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

**§ 3.14.1** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

**§ 3.14.2** The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

### **§ 3.15 Cleaning Up**

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

**§ 3.15.2** If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

### **§ 3.16 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

### **§ 3.17 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.



### **§ 3.18 Indemnification**

**§ 3.18.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

**§ 3.18.2** In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

**§ 4.1.1** The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

**§ 4.1.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

### **§ 4.2 Administration of the Contract**

**§ 4.2.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

**§ 4.2.2** The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

**§ 4.2.3** On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

### **§ 4.2.4 Communications**

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

**§ 4.2.5** Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

**§ 4.2.6** The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 4.2.7** The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 4.2.8** The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

**§ 4.2.9** The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

**§ 4.2.10** If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

**§ 4.2.11** The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 4.2.12** Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

**§ 4.2.13** The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

**§ 4.2.14** The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

## **ARTICLE 5 SUBCONTRACTORS**

### **§ 5.1 Definitions**

**§ 5.1.1** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

**§ 5.1.2** A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work**

**§ 5.2.1** Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

**§ 5.2.2** The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

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

**§ 5.2.4** The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

### **§ 5.3 Subcontractual Relations**

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **§ 5.4 Contingent Assignment of Subcontracts**

**§ 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.



When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts**

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

### **§ 6.2 Mutual Responsibility**

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.



§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

### § 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

### § 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

### § 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

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

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

#### § 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### ARTICLE 8 TIME

#### § 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## § 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

## § 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

### § 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

### § 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.



**§ 9.3.1.2** Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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

**§ 9.3.3** The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

#### **§ 9.4 Certificates for Payment**

**§ 9.4.1** The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

**§ 9.4.2** The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

#### **§ 9.5 Decisions to Withhold Certification**

**§ 9.5.1** The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;



- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

**§ 9.5.2** When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

## **§ 9.6 Progress Payments**

**§ 9.6.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

**§ 9.6.3** The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

**§ 9.6.4** The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

**§ 9.6.5** The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

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

**§ 9.6.7** Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

**§ 9.6.8** Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

### **§ 9.7 Failure of Payment**

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

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

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

### **§ 9.9 Partial Occupancy or Use**

**§ 9.9.1** The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

**§ 9.9.3** Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

**§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.2** Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

**§ 9.10.3** If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

**§ 9.10.5** Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**§ 9.11 Liquidated Damages**

**§ 9.11.1** Should the Contractor fail to substantially complete the Project on or before the date stipulated for Substantial Completion in Section 8.2.4 (or such later date as may result from extension of time granted by the Owner), he shall pay the Owner, as liquidated damages, the sum of \$500.00 (Five Hundred and NO/100 Dollars) for each consecutive calendar day that terms of the contract remain unfulfilled beyond the date allowed by the contract, which sum is agreed upon as a reasonable and property measure of damage which the Owner will sustain per day by failure of the Contractor to complete work within time as stipulated; it being recognized by the Owner and the Contractor that the



injury to the Owner which could result from a failure of the Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.

**§ 9.11.2** For each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the Contractor shall pay or Owner will retain from the compensation otherwise to be paid to the Contractor the sum of \$250.00 (Two Hundred Fifty and NO/100 Dollars) as final completion liquidated damages. This amount is the minimum measure of damages the Owner will sustain due to the delay in the completion of all remedial work, the delay in the correction of the deficient work, the disruption of facility operations. This amount is in addition to the liquidated damages prescribed above for Substantial Completion.

**§ 9.11.3** The amount of liquidated damages as set forth in Sections 9.11.1 and 9.11.2 hereinabove shall be assessed cumulatively. The items of cost not included in the assessment of liquidated damages are as defined in Section 8.4. This provision for liquidated damages does not bar owner's right to enforce other rights and remedies against Contractor, including but not limited to, specific performance or injunctive relief.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

**§ 10.2.5** The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

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



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

**§ 10.2.8 Injury or Damage to Person or Property**

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

**§ 10.3 Hazardous Materials and Substances**

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

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

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

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

**§ 10.3.5** The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

**§ 10.3.6** If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

## **§ 10.4 Emergencies**

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

**§ 11.1.2** The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

**§ 11.1.3** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

**§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

### **§ 11.2 Owner's Insurance**

**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

**§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance

had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

**§ 11.3.2** If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

### **§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance**

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

### **§11.5 Adjustment and Settlement of Insured Loss**

**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

**§ 12.1.1** If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.



**§ 12.1.2** If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

## **§ 12.2 Correction of Work**

### **§ 12.2.1 Before Substantial Completion**

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

### **§ 12.2.2 After Substantial Completion**

**§ 12.2.2.1** In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

**§ 12.2.2.3** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

**§ 12.2.3** The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

**§ 12.2.4** The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

**§ 12.2.5** Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

## **§ 12.3 Acceptance of Nonconforming Work**

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



## **ARTICLE 13 MISCELLANEOUS PROVISIONS**

### **§ 13.1 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

### **§ 13.2 Successors and Assigns**

**§ 13.2.1** The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

**§ 13.2.2** The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

### **§ 13.3 Rights and Remedies**

**§ 13.3.1** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

**§ 13.3.2** No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

### **§ 13.4 Tests and Inspections**

**§ 13.4.1** Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

**§ 13.4.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

**§ 13.4.3** If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

**§ 13.4.4** Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

**§ 13.4.5** If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

**§ 13.4.6** Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

### **§ 13.5 Interest**

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

## **ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT**

### **§ 14.1 Termination by the Contractor**

**§ 14.1.1** The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

**§ 14.1.2** The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

**§ 14.1.3** If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

**§ 14.1.4** If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

### **§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

**§ 14.3 Suspension by the Owner for Convenience**

**§ 14.3.1** The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

**§ 14.3.2** The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

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

**§ 14.4 Termination by the Owner for Convenience**

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

**§ 14.4.2** Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

**ARTICLE 15 CLAIMS AND DISPUTES**

**§ 15.1 Claims**

**§ 15.1.1 Definition**

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

**§ 15.1.2 Time Limits on Claims**

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

**§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after



occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

**§ 15.1.3.2** Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

**§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 15.1.4.2** The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

**§ 15.1.5 Claims for Additional Cost**

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

**§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

**§ 15.1.6.2** If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

**§ 15.1.7 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

**§ 15.2 Initial Decision**

**§ 15.2.1** Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

**§ 15.2.2** The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data



from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

**§ 15.2.3** In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

**§ 15.2.4** If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

**§ 15.2.5** The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

**§ 15.2.6.1** Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

**§ 15.2.7** In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

**§ 15.2.8** If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

### **§ 15.3 Mediation**

**§ 15.3.1** Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 15.3.3** Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to

file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

**§ 15.3.4** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 15.4 Arbitration**

**§ 15.4.1** If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

**§ 15.4.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

**§ 15.4.2** The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 15.4.3** The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 15.4.4 Consolidation or Joinder**

**§ 15.4.4.1** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 15.4.4.2** Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 15.4.4.3** The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

**SECTION 00 01 15 – LIST OF DRAWINGS****EXHIBIT B**

West End Plaza – Agricultural Center Renovations

	<b><u>SHEET INDEX – VOLUME 1</u></b>	
<b>SHEET #</b>	<b>SHEET TITLE</b>	<b>ISSUE DATE</b>
<b>GENERAL</b>		
A00A	Cover Sheet – Volume 1	12.05.2022
A00B	Cover Sheet – Volume 2	12.05.2022
A001	Code Information – Appendix B	12.05.2022
A002	Life Safety Plan	12.05.2022
A003	Life Safety Plan – Second Floor	12.05.2022
A004	Life Safety Plan	12.05.2022
A005	Partition Types	12.05.2022
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C100	Existing Conditions/Demolition Plan	12.05.2022
C200	Site Plan	12.05.2022
C300	Erosion Control Plan Pre-Developed	12.05.2022
C301	Erosion Control Plan Post-Developed	12.05.2022
C302	Grading and Drainage Plan	12.05.2022
C303	Erosion Control Notes	12.05.2022
C400	Utility Plan	12.05.2022
C500	Site Construction Details	12.05.2022
C501	Site Construction Details	12.05.2022
C600	Landscape Plan	12.05.2022
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AD101	Administration & Concourse Demolition Plan, Elevation (Base Bid)	12.05.2022
AD102	Meeting Hall Demolition Plan – First Floor (Base Bid, Alternate 01)	12.05.2022
AD103	Meeting Hall Demolition Plan – Second Floor (Base Bid)	12.05.2022
AD104	Meeting Hall Demolition Reflected Ceiling Plan (Base Bid)	12.05.2022
AD105	Vacant Space Demolition Plan – First Floor (Alternate)	12.05.2022
AD106	Vacant Space Demo Reflected Ceiling Plan – First Floor (Alternate)	12.05.2022
AD107	Mall Entry Demolition Plan (Alternate 03)	12.05.2022
AD108	Concourse Demolition Plan (Alternate 04)	12.05.2022
AD109	Concourse Demolition Elevations (Alternate 04)	12.05.2022
AD110	Concourse Reflected Ceiling Demolition Plan (Alternate 04)	12.05.2022
AD111	Entry Canopy Demolition Plan, Elevation and Sections (Alternate 01)	12.05.2022
AD112	Roof Demolition Plan (Base Bid, Alternate 01)	12.05.2022
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A104	Overall Floor Plan (Alternate 04)	12.05.2022
A105	Administration Floor Plan (Base Bid)	12.05.2022
A106	Meeting Hall Floor Plan (Base Bid)	12.05.2022
A107	Meeting Hall – Second Floor Plan (Base Bid)	12.05.2022
A108	Meeting Hall – Vacant Tenant Plan (Alternate 01)	12.05.2022
A109	Exterior Canopy Floor Plan (Alternate 01)	12.05.2022
A110	Outdoor CLSRM & Entry Canopy Floor Plan (Alternate 02)	12.05.2022
A111	Mall Entry Floor Plan (Alternate 03)	12.05.2022
A112	Concourse Floor Plan (Alternate 04)	12.05.2022
A113	Roof Plan (Base Bid)	12.05.2022
A114	Roof Plan (Alternate 01)	12.05.2022
A115	Roof Plan (Alternate 01)	12.05.2022
A116	Roof Plan (Alternate 02)	12.05.2022
A117	Roof Plan (Alternate 03)	12.05.2022
A200	Exterior Elevations (Base Bid)	12.05.2022
A201	Exterior Elevations (Base Bid)	12.05.2022
A202	Exterior Elevations (Alternate 01)	12.05.2022
A203	Exterior Elevations (Alternate 01)	12.05.2022
A204	Exterior Elevations (Add Alternate 02)	12.05.2022
A205	Exterior Elevations (Alternate 03)	12.05.2022
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A400	Wall Sections & Details (Base Bid)	12.05.2022
A401	Wall Sections & Details (Base Bid)	12.05.2022
A402	Wall Sections & Details (Base Bid)	12.05.2022
A403	Wall Sections & Details (Base Bid)	12.05.2022
A404	Wall Sections & Details (Alternate 01)	12.05.2022
A405	Wall Sections & Details (Alternate 01)	12.05.2022
A406	Wall Sections & Details (Alternate 01)	12.05.2022
A407	Wall Sections & Details (Alternate 01)	12.05.2022
A408	Wall Sections & Details (Alternate 02)	12.05.2022
A409	Wall Sections & Details (Alternate 02)	12.05.2022
A410	Wall Sections & Details (Alternate 02)	12.05.2022
A411	Wall Sections & Details (Alternate 02)	12.05.2022
A412	Wall Sections & Details (Alternate 03)	12.05.2022
A413	Wall Sections & Details (Alternate 03)	12.05.2022
A414	Wall Sections & Details (Alternate 03)	12.05.2022
A415	Wall Sections & Details (Alternate 03)	12.05.2022
A416	Wall Sections & Details (Alternate 01)	12.05.2022
A417	Wall Sections & Details (Alternate 01)	12.05.2022
A418	Wall Sections & Details (Alternate 01)	12.05.2022
A419	Wall Sections & Details (Alternate 04)	12.05.2022
A420	Wall Sections & Details (Alternate 04)	12.05.2022
A421	Wall Sections & Details (Alternate 04)	12.05.2022
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A501	Meeting Hall – Enlarged Toilet Plans, Details and Elevations	12.05.2022
A502	Meeting Hall – Enlarged Toilet Plans, Details and Elevations	12.05.2022
A503	Meeting Hall – Enlarged Toilet Plans, Details and Elevations	12.05.2022



A504	Administration – Enlarged Toilet Plans, Details, and Elevations	12.05.2022
A505	Administration – Enlarged Shower Room Plan, Elevations, and Details	12.05.2022
A506	Concourse – Enlarged Toilet Elevations & Details (Alternate 04)	12.05.2022
A507	Meeting Hall – Enlarged Plans, Elevations & Details	12.05.2022
A508	Enlarged Plans (Alternate 01)	12.05.2022
A509	Enlarged Plans and Details (Base Bid)	12.05.2022
A510	Enlarged Plans and Details (Base Bid)	12.05.2022
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A601	Door & Window Elevations and Details	12.05.2022
A602	Storefront Elevations & Details	12.05.2022
A603	Storefront Elevations & Details	12.05.2022
A604	Storefront Elevations & Details	12.05.2022
A700	Finishes (Schedules, Plans, Elev, Etc.)	12.05.2022
A701	Administration Finish Plan (Base Bid)	12.05.2022
A702	Meeting Hall Finish Plan (Base Bid)	12.05.2022
A703	Meeting Hall Second Floor Finish Plan	12.05.2022
A704	Concourse – Enlarged Toilet Elevations & Details (Alternate 04)	12.05.2022
A707	Lobby Elevations (Base Bid)	12.05.2022
A708	Interior Elevations (Base Bid)	12.05.2022
A709	Interior Elevations (Base Bid)	12.05.2022
A710	Meeting Hall Interior Elevations (Base Bid)	12.05.2022
A711	Administration Interior Elevations (Base Bid)	12.05.2022
A712	Concourse Interior Elevations (Alternate 04)	12.05.2022
A800	Overall Reflected Ceiling Plan (Base Bid)	12.05.2022
A801	Overall Reflected Ceiling Plan (Alternate 01)	12.05.2022
A802	Overall Reflected Ceiling Plan (Alternate 02)	12.05.2022
A803	Overall Reflected Ceiling Plan (Alternate 03)	12.05.2022
A804	Overall Reflected Ceiling Plan (Alternate 04)	12.05.2022
A805	Enlarged Admin. Reflected Ceiling Plan & Details (Base Bid)	12.05.2022
A806	Enlarged Meeting Hall Reflected Ceiling Plan (Base Bid)	12.05.2022
A807	Enlarged RCP (Alternate 01, 02)	12.05.2022
A808	Enlarged Reflected Ceiling Plans (Alternate 03)	12.05.2022
A809	Enlarged Reflected Ceiling Plans (Alternate 04)	12.05.2022
A900	Administration – Casework Plans and Enlarged Details	12.05.2022
A901	Administration – Casework Evaluations	12.05.2022
A902	Administration & Meeting Hall – Casework Evaluations	12.05.2022
A903	Administration – Casework Sections and Details	12.05.2022
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S101	Meeting Hall Foundation Plan – Base Bid	12.05.2022
S102	Administration Framing Plan – Base Bid	12.05.2022
S103	Meeting Hall Second Floor Framing Plan – Base Bid	12.05.2022
S104	Administration Roof Framing Plan – (Base Bid)	12.05.2022
S105	Meeting Hall Roof Framing Plan – (Base Bid)	12.05.2022
S110	Meeting Hall Foundation Plan – Alternate 1	12.05.2022

S111	Meeting Hall Vacant Tenant Foundation Plan – Alternate 1	12.05.2022
S112	Meeting Hall Vacant Tenant Low Framing Plan – (Alt.1)	12.05.2022
S113	Meeting Hall Low Framing Plan – Alternate 1	12.05.2022
S114	Meeting Hall Upper Framing Plan – Alternate 1	12.05.2022
S120	Outdoor CLSRM and Canopy Foundation Plan – Alternate 2	12.05.2022
S121	Outdoor CLSRM and Canopy Roof Framing Plan – Alternate 2	12.05.2022
S130	Mall Entry Plans – Alternate 3	12.05.2022
S131	Mall Entry Framing Plans – Alternate 3	12.05.2022
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S210	Meeting Hall Entry Elevations	12.05.2022
S230	Mall Entry Elevations – Alternate 3	12.05.2022
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S301	General Notes	12.05.2022
S400	Foundation Details and Sections	12.05.2022
S401	Foundation Details and Sections	12.05.2022
S402	Foundation Details and Sections	12.05.2022
S500	Framing Details and Sections	12.05.2022
S501	Framing Details and Sections	12.05.2022
S502	Framing Details and Sections	12.05.2022
S503	Framing Details and Sections	12.05.2022
S504	Framing Details and Sections	12.05.2022
S505	Framing Details and Sections	12.05.2022
S506	Framing Details and Sections	12.05.2022
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S901	Special Inspection Notes	12.05.2022

**SECTION 00 01 15 – LIST OF DRAWINGS****EXHIBIT B**

West End Plaza – Agricultural Center Renovations

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P102	Large Scale Waste and Water Piping Plans	12.05.2022
P201	Plumbing Schedule, Notes and Waste Risers	12.05.2022
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FP201	Fire Protection Details	12.05.2022
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M102	Meeting Hall HVAC Plan	12.05.2022
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AV2.02	AV Infrastructure Administration Floor Plan	12.05.2022
AV2.03	AV Infrastructure Meeting Hall Ceiling Plan	12.05.2022
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AV2.09	AVL Rigging Meeting Hall Ceiling Plan	12.05.2022
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**West End Plaza – Agricultural Center Renovations**  
**1935 Jake Alexander Boulevard W**  
**ADW Project Number: 19006**

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END OF SECTION 00 01 10

**SECTION 00 73 00 – SUPPLEMENTARY CONDITIONS**

The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, Articles 1 through 14 inclusive, is a part of this Contract, and is incorporated herein as fully as if here set forth.

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition. Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph or clause shall remain in effect. In the case of conflict between these supplements and the General Conditions identified above, the more stringent clause, as determined by the Architect, shall govern.

**MODIFICATIONS TO ARTICLE 1.****Paragraph 1.1 BASIC DEFINITIONS**

Add the following Subparagraphs:

**1.1.9 THE SURETY**

The Surety shall be defined as the corporate body which is bound with and for the Contractor and which engages to be responsible for his acceptable performance of the Work and for his payment of all debts pertaining to the Work, and which body is licensed to do business within the State in which this Project is located.

**1.1.10 APPROVED**

The word “approved” shall be defined as the written approval by the Architect, except as otherwise modified. The terms “directed”, “required”, “permitted”, or words of like import, shall be considered as similarly defined as to the party directing, requiring, permitting, or similarly instructing the contractor.

**1.1.11 PROVIDE OR PROVIDED**

The words “provide” or “provided” shall be defined as both furnishing and installing a thing, product, system, assembly, material, or the like.

**1.1.12 ALL**

“All” is implied throughout the Trade Sections of the Specifications and shall mean to do or accomplish all things under the Work, Contract, except where other provisions are specified. Hence, the use of the word “All” is limited, in general, to the general parts and the work included in the Scope of each and every Trade Section, or to residuary legate clauses requiring the doing of all things except those sequentially listed as excluded.

**1.1.13 PRODUCT**

Wherever the word “product” appears within the Contract Documents, it shall be understood to mean material, equipment, assemble, manufacturers, brands, trade names, items of similar description as applicable.

**1.1.14 TRADE**

The word “Trade” (with initial capital letter) is used herein to designate a Section title and not a trade or craft as set up for labor jurisdiction in an area.

**Paragraph 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS**

Add the following Subparagraph:

**1.2.4** Large-scale details shall, in general, govern and take precedence over small-scale details, which they are intended to amplify. Figure dimensions. Do not obtain dimensions by scaling. In cases of discrepancy between Drawings and Specifications, consult the Architect before proceeding with the work. Should the Architect fail to be notified prior to commencement of the work, the responsibility for the work shall be that of the Contractor. If during the bidding or pricing of the contract, a discrepancy is noted and the Architect has not been consulted, the higher cost solution is to be taken for cost considerations and the solution will be determined by the Architect when notified.

**Paragraph 1.6 TRANSMISSION OF DATA IN DIGITAL FORM**

Add the following Subparagraphs:

**1.6.3** The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic means involving computers.

**1.6.4** The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior consent of the Architect. See Section 01 33 00 “Submittal Procedures” for conditions and requirements.

**1.6.5** Subcontractors, Sub-subcontractors, and Material or Equipment Suppliers must communicate through the Contractor for the use of Instruments of Service in Electronic Form.

**MODIFICATIONS TO ARTICLE 2.****Subparagraph 2.3.4**

Delete the portion of the first sentence which reads, “...and a legal description of the site.”

**Subparagraph 2.3.7**

Add the following at the end of Subparagraph 2.3.7:

**2.3.7** “...Additional sets will be furnished at the Architect’s standard costs for reproduction plus postage and handling, if any.”

**MODIFICATIONS TO ARTICLE 3.****Paragraph 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**



Add the following Subparagraphs:

**3.3.4** The Contractor shall layout all the Work as required by the Drawings and be held responsible for damage, if any is incurred, due to incorrect layout of Work. The Contractor shall establish all building lines, benchmarks, and levels from which all trades can work, and take necessary measures to keep the marks in visible evidence throughout all stages of the Work.

**3.3.5** In order to insure proper progress to Work, the Contractor shall be prepared to guarantee to each of his Subcontractors the dimensions which they may require for proper fitting of their work to all adjacent or adjoining work.

**3.3.6** The Contractor shall verify all measurements at buildings and premises, and where necessary measurements cannot be secured at the Project when required, the matter shall be referred to the Architect.

#### Paragraph 3.4 LABOR & MATERIALS

Delete subparagraph **3.4.2** in its entirety and substitute the following:

**3.4.2** Except in the case of minor changes in the Work authorized by the Architect in accordance with subparagraphs **3.12.8** or **7.4**, after the Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements of the Specifications (Division 01).

**3.4.2.1** By making requests for substitutions based on Clause **3.4.2** above, the Contractor:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and excludes the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent, and
4. will coordinate the installation of the accepted substitute, making such changes as may be required for the work to be complete in all respects.

#### Paragraph 3.6 TAXES

Add the following Subparagraph **3.6.1**:

The Contractor shall provide complete sales tax information to the Owner for use in filing for the tax refunds available to non-profit organizations if the Owner is such an organization.

#### Subparagraph 3.12.5

In the first line, delete the word, "approve." and substitute "stamp with his approval...".

**MODIFICATIONS TO ARTICLE 5.****Subparagraph 5.2.1**

Add the following to the end of Subparagraph **5.2.1**:

No work shall be commenced until the names of the Subcontractors have been given in writing to the Architect. This list shall be furnished no later than 30 days after the date of commencement. If required, the Contractor shall furnish evidence satisfactory to the Architect showing that any or all proposed Subcontractors are competent to execute the various parts of the Work covered by their subcontract.

**MODIFICATIONS TO ARTICLE 7.**

Delete Subparagraph **7.3.3.3** in its entirety and substitute the following:

**7.3.3.3** Cost to be determined based on an allowances for overhead and profit combined as follows: All contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1st tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. In the case of deductible change orders, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.

**MODIFICATIONS TO ARTICLE 9.****Paragraph 9.2**

Add the following to the end of Paragraph **9.2**:

The schedule of values of the various portions of the Work shall be submitted on AIA form G703 and shall be filled out in full.

**Subparagraph 9.3.1.5**

Replace the first sentence of Subparagraph 9.3.1.5 with the following sentences:

The form of Application for Payment, duly notarized shall be a current authorized edition of AIA Document G702, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703 Continuation Sheet. The Contractor's itemized estimate sheet used in preparation of the Application for Payment shall at all times be open for review by the Architect.

Add the following Subparagraph to Subparagraph 9.3.1:

**9.3.1.7** Starting with the second Application for Payment, the Contractor shall verify that he has paid all Subcontractors and major material suppliers that amount drawn on the previous payment for their respective areas.

**Subparagraph 9.8.3.2**

Add the following Subparagraph to Paragraph 9.8.3:

**9.8.3.2** The Contractor(s) shall certify that all remaining Work will be completed within 30 consecutive calendar days following the Date of Substantial Completion, and the failure to do so shall automatically reinstate the provisions for damages due the Owner as contained elsewhere in the Agreement or as provided by law for such period of time as may be required by the Contractor to fully complete the Work whether the Owner has occupied the Work or not.

**Subparagraph 9.10.2**

Add the following sentence to Subparagraph 9.10.2:

The forms for release shall be the current authorized editions AIA G706 and G706A.

**MODIFICATIONS TO ARTICLE 10.****Subparagraph 10.2.4**

Add the following Subparagraph to Subparagraph **10.2.4**:

**10.2.4.1** When use or storage of explosives or other hazardous materials, substances or equipment or unusual methods are necessary for execution of the Work, the Contractor shall give the Owner reasonable advance notice.

**MODIFICATIONS TO ARTICLE 11.****Subparagraph 11.1.8**

Add the following to Subparagraph **11.1.8**:

The bond shall be in the amount of 100% of the Contract amount.

Add the following Subparagraphs to Paragraph **11.1**:

**11.1.11** If a Bond (or Bonds) is required by the Owner, each Bond shall provide either in the body of the Bond or by appropriate endorsement (Rider) to the Bond that: This obligation shall remain in full force and effect for any and all duly authorized modifications of said Contract and that may hereinafter be made, except that no change will be made which increases the total Contract Sum more than twenty percent in excess of the original Contract Sum without notice to the Surety.

**11.1.12** Each policy shall provide EITHER IN THE BODY OF THE POLICY OR BY APPROPRIATE ENDORSEMENT (RIDER) TO THE POLICY, that such policy cannot be altered or canceled in less than 30 consecutive calendar days after receipt by the Owner of such written notice.

END OF SECTION 00 73 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:** Ann Kitalong-Will, Director of Grants Administration and Government Relations  
**DATE:** 3/6/23  
**SUBJECT:** Statement of No Overdue Taxes

---

This is a Certified Statement of No Overdue Tax Debts, which is required for compliance purposes for the EMPG grant that has been received by the Rowan Emergency Services.

Grantees are required to file this form with the state agency(ies) or departments disbursing funds. The statement is to be made under oath and filed to each state agency disbursing funding to grantees, per GS 105-243.1.

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

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Statement of No Overdue Taxes	3/1/2023	Cover Memo



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

Aaron Church, County Manager  
Sarah Pack, Clerk to the Board  
Jay Dees, County Attorney



## Rowan County Board of Commissioners

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

### State Grant Certification—No Overdue Tax Debts

Date of Certification: \_\_\_\_\_

**To: Office of State Budget and Management, Director and Chief Fiscal Officer**

### Certification:

We certify that the County of Rowan, Salisbury, NC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level.

### Sworn Statement:

Greg Edds and Aaron Church, being duly sworn, say that we are the Board Chair and the County Manager, respectively, of the County of Rowan of Salisbury in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
County Manager

Sworn to and subscribed before me on the day of the date of said certification.

\_\_\_\_\_  
(Notary Signature and Seal)

My Commission Expires: \_\_\_\_\_

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Jay Dees, County Attorney  
**DATE:** 3/6/23  
**SUBJECT:** Opioid Settlement Resolution and Supplemental Agreement

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Please find attached my draft updated Resolution from the form recently provided by NCACC and the State AG's office for BOC review and approval to qualify for Wave II settlement with new companies not in the first wave settlement.

I am also attaching the NCACC provided Supplemental Agreement that is intended to supplement our initial Memorandum of Understanding with the State AG's office regarding distribution of settlement funds. This Supplemental Agreement will need to be executed and provided with the executed Resolution back to the AG's office by April 18, but I will suggest adding this to the March 6 regular BOC agenda.

The Supplemental Agreement also finally resolves the issue with our outside "Local Counsel" as to our original fee agreement with them by setting out the amount of fees as well as the pot of money from which the fees will be paid—i.e. not our individual County settlement amount.

Also attached is the AG's letter to counties explaining this Wave II settlement.

Approve the Resolution that also includes authorization for either the County Manager, County Finance Director or County Attorney to sign the Supplemental Agreement and any additional related settlement documents.

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
DOJ Letter	2/22/2023	Cover Memo
Supplemental Agreement	2/22/2023	Cover Memo
Resolution	2/28/2023	Cover Memo



JOSH STEIN  
ATTORNEY GENERAL



February 14, 2023

Dear County Commissioners, Managers, and Attorneys:

I am writing with an important update in our collective fight to address the opioid epidemic and save lives – and a request for you to take action to secure additional opioid settlement funds for your county.

As you know, I helped negotiate the \$26 billion national opioid settlements with the “big three” drug distributors plus Johnson & Johnson (“Wave One Settlements”). These funds began flowing to your county in 2022.

We recently negotiated \$21 billion in new settlements with CVS, Walgreens, Walmart, Allergan and Teva (“Wave Two Settlements”). These Wave Two Settlements have the potential to bring significantly greater resources to your county to address the opioid epidemic. North Carolina’s state and local governments stand to receive more than \$600 million from the Wave Two Settlements – in addition to the more than \$750 million we are already receiving from the Wave One Settlements.

In traveling across North Carolina in recent months, I have learned firsthand about the many innovative programs to address the opioid crisis that counties and municipalities are funding with money from the Wave One Settlements. I am excited about the many new or expanded programs that can be funded with additional resources from the Wave Two Settlements.

As with the Wave One Settlements, **North Carolina will receive its full share of payments from the Wave Two Settlements only if all eligible governments, including your county, sign onto each settlement.** And the defendants will agree to finalize the Wave Two Settlements only if the vast majority of local governments across the nation sign onto them.

In the coming days, your county manager or attorney (or other senior staff your county identified in the course of approving the Wave One Settlements) will receive an email from the national administrator, Rubris. The email from Rubris will invite your county to sign onto each of the five new Wave Two Settlements as well as a supplement to the North Carolina Memorandum of Agreement (“MOA”) on the allocation, use, and reporting of funds from the Wave One settlements.

This supplement to the MOA is called the “Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation” or “SAAF” for short. It provides that the bulk of North Carolina’s money from the Wave Two Settlements will go to counties and municipalities to address the opioid crisis. The SAAF extends the basic terms of the MOA governing the Wave One Settlements to the Wave Two Settlements. Like the MOA, the SAAF has the support of my office, the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM).



**April 18, 2023 is the deadline to sign onto the Wave Two Settlements and the SAAF.** To assist you in meeting this deadline, NCACC has created a draft resolution template that your county board may adopt to authorize signing onto the Wave Two Settlements and the SAAF. The draft resolution template is available [HERE](#) on NCACC's Opioid Settlement Assistance website; and a link to the template is also available [HERE](#) on the "Wave Two Settlements" page of DOJ's [www.MorePowerfulNC.org](http://www.MorePowerfulNC.org) website. I encourage your county board to adopt its authorizing resolution as soon as possible so that North Carolina can help build national momentum in support of the Wave Two Settlements.

I'm proud that the strong partnership between the state and local governments in North Carolina produced 100% local government participation in the Wave One Settlements. This enabled the state and the participating local governments to receive 100% of our collective share of the national settlement funds.

We are hoping to achieve the same unanimous approval of the Wave Two Settlements. Assuming this high level of participation by local governments across North Carolina and the country, which we expect, your county should start receiving money from the Wave Two Settlements during the second half of 2023. These funds will be in addition to the money you are already projected to receive from the Wave One Settlements. The maximum amount your county is projected to receive from the Wave Two Settlements (along with a reminder of the amount your county is projected to receive from Wave One Settlements) is available [HERE](#) on the "Wave Two Settlements" page of DOJ's [www.MorePowerfulNC.org](http://www.MorePowerfulNC.org) website.

For more information, I encourage you to visit the "Opioid Settlements" section of DOJ's [www.MorePowerfulNC.org](http://www.MorePowerfulNC.org) website. You will find additional tools, resources, and information about the opioid settlements on the Community Opioid Resources Engine for North Carolina (CORE-NC) (<https://ncopioidsettlement.org/>).

If your county has filed a lawsuit against opioid manufacturers or pharmacies, information about the Wave Two Settlements has also been provided to your outside counsel, with whom we encourage you to consult. If you have questions for my team about the Wave Two Settlements or SAAF, please do not hesitate to email us at [opioidsettlement@ncdoj.gov](mailto:opioidsettlement@ncdoj.gov).

Thank you for your consideration and partnership in this ongoing effort to save lives and improve the health and well-being of North Carolina residents impacted by the opioid crisis.

Sincerely,

A handwritten signature in black ink, appearing to read "Josh Stein". The signature is fluid and cursive, with the first name "Josh" and last name "Stein" clearly distinguishable.

Josh Stein

# Supplemental Agreement for Additional Funds From Additional Settlements of Opioid Litigation

## **I. PURPOSE**

The purpose of this Supplemental Agreement for Additional Funds (“SAAF”) is to direct Additional Funds from Additional Settlements of opioid litigation to the state of North Carolina and local governments in a manner consistent with the Memorandum of Agreement (“MOA”) Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation that has governed the distribution of Opioid Settlement Funds to the State and its Local Governments since May 2022.

This SAAF does not change the scope or meaning of the MOA with respect to Opioid Settlement Funds governed by the MOA. Instead, this SAAF applies the terms of the MOA – with certain clarifications noted below – to the Additional Settlements and Additional Funds described below.

## **II. SCOPE**

- A. Scope of the MOA. Under the terms of the MOA, the MOA governs Opioid Settlement Funds from:
  - 1. The National Settlement Agreement with the drug distributors Cardinal, McKesson, and AmerisourceBergen and the drug maker Johnson & Johnson and its subsidiary Janssen Pharmaceuticals; and
  - 2. The Bankruptcy Resolution with Mallinckrodt; any Bankruptcy Resolution with Purdue; and any other Bankruptcy Resolution as the term “Bankruptcy Resolution” is defined in the MOA.
- B. Scope of this SAAF. This SAAF governs Additional Funds from the Additional Settlements with Additional Settling Defendants Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the Additional Settlements.

### **III. APPLICATION OF THE MOA TO ADDITIONAL SETTLEMENTS AND FUNDS**

The MOA, which is incorporated herein by reference, governs Additional Settlements and Additional Funds in every respect, except as set forth hereinbelow. In the event of any conflict between the MOA and this SAAF, with respect to Additional Settlements and Additional Funds, the provisions of this SAAF shall take precedence.

#### **A. Definitions.**

1. The definitions used in the MOA are incorporated by reference into this SAAF.
2. “Additional Funds” shall mean all funds allocated by the Additional Settlements to the State or Local Governments for purposes of opioid remediation activities, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies. Not included are funds made available in Additional Settlements for the payment of the Parties’ litigation expenses or the reimbursement of the United States Government.
3. “Additional Settlements” means a national opioid settlement agreement with the Parties and one or more of the Additional Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.
4. “Additional Settling Defendants” means the defendants listed in section II.B of this SAAF.
5. “Local Counsel” means legal counsel and law firms who have a principal office in North Carolina and represented one or more North Carolina counties and municipalities in litigation against one or more Additional Settling Defendant concerning opioids.
6. “National Counsel” means legal counsel and law firms who have a principal office outside of North Carolina and represented various North Carolina counties and municipalities in litigation against one or more Settling Defendant or Additional Settling Defendant concerning opioids.
7. “Required Local Governments” means all North Carolina counties and municipalities that have filed litigation against any of the Settling Defendants or Additional Settling Defendants.

## **B. Allocation of Additional Funds**

1. Method of distribution. Pursuant to any Additional Settlements, Additional Funds shall be distributed directly to the State, Local Governments, and Local Counsel for such uses as set forth in the MOA and this SAAF, provided Opioid Settlement Funds shall not be considered funds of the State, any Local Governments, or any Local Counsel unless and until such time as each distribution is made.
2. Overall allocation of funds. Additional Funds shall be allocated as follows with respect to each payment from the Additional Settling Defendants: (i) 15% directly to the State (“State Additional Abatement Fund”), (ii) 84.62% to abatement funds established by Local Governments (“Local Additional Abatement Funds”), and (iii) 0.38% to a Local Counsel Fee Fund described in section IV of this SAAF.
3. The allocation of Local Additional Abatement Funds between Local Governments shall be as described in MOA section B.3. However, to the extent required by the terms of an Additional Settlement, the proportions set forth in MOA Exhibit G shall be adjusted: (i) to provide no payment from an Additional Settlement to any listed county or municipality that does not participate in the Additional Settlement; and (ii) to provide a reduced payment from an Additional Settlement to any listed county or municipality that signs onto the Additional Settlement after the deadline specified by the Additional Settlement.
4. Municipal allocations of Local Additional Abatement Funds shall be as described in MOA section B.4. Consistent with the manner in which MOA section B.4.b has been interpreted by the parties to the MOA with respect to Opioid Settlement Funds, a municipality that directs Local Additional Abatement Funds to the county or counties in which it is located pursuant to MOA section B.4 shall be relieved of any reporting or other obligations under the MOA with respect to the redirected funds.
5. The use of Additional Funds for opioid remediation activities shall be as described in MOA section B.5.
6. All Parties acknowledge and agree the Additional Settlements will require a Local Government to release all its claims against the Additional Settling Defendants to receive Additional Funds. All Parties further acknowledge and agree based on the terms of the Additional Settlements, a Local Government may receive funds through this SAAF only after complying with all requirements set forth in the Additional Agreements to release its claims.



### **C. Payment of Litigating and Non-Litigating Parties**

No party engaged in litigating the MDL Matter shall receive a smaller payment than a similarly situated non-litigating Party, other than as based on the Allocation Proportions in MOA Exhibit G.

### **D. Special Revenue Fund**

Every Local Government receiving Additional Funds shall either (1) deposit the Additional Funds in the special revenue fund that the Local Government created for Opioid Settlement Funds pursuant to MOA section D.1 or (2) create a separate special revenue fund as described in MOA section D.1 that is designated for the receipt and expenditure of the Additional Funds. In either case, every Local Government receiving Additional Funds shall abide by MOA section D and other relevant provisions of the MOA with respect to the Additional Funds in the special revenue fund.

### **E. Opioid Remediation Activities**

1. Local Governments shall expend Additional Funds according to the requirements for Opioid Settlement Funds stated in MOA section E.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to remediation activities funded by Additional Funds and related requirements and procedures that it has with respect to the Opioid Settlement Funds covered by the MOA.

### **F. Auditing, Compliance, Reporting, and Accountability**

1. The Auditing, Compliance, Reporting, and Accountability provisions stated in MOA section F shall apply to Additional Funds in the way they apply to Opioid Settlement Funds.
2. The coordination group established by MOA section E.7 and described in MOA Exhibit D shall have the same responsibilities with respect to auditing, compliance, reporting, and accountability provisions relating to Additional Funds that it has with respect to the Opioid Settlement Funds covered by the MOA.

## **G. Effectiveness**

1. When this SAAF takes effect. This SAAF shall become effective at the time a sufficient number of Local Governments have joined the SAAF to qualify the SAAF as a State-Subdivision Agreement under the Additional Settlements. If this SAAF does not thereby qualify as a State-Subdivision Agreement, this SAAF will have no effect.
2. Amendments to the SAAF.
  - a. Amendments to conform to final national documents. The Attorney General, with the consent of a majority vote from a group of Local Government attorneys appointed by the Association of County Commissioners, may initiate a process to amend this SAAF to make any changes required by the final provisions of the Additional Settlements. The Attorney General's Office will provide written notice of the necessary amendments to all the previously joining parties. Any previously joining party will have a two-week opportunity to withdraw from the SAAF. The amendments will be effective to any party that does not withdraw.
  - b. Coordination group. The coordination group may make the changes to the SAAF described and authorized in MOA Exhibit D.
  - c. No amendments to allocation between Local Governments. Notwithstanding any other provision of this SAAF, the allocation proportions set forth in MOA Exhibit G may not be amended.
  - d. General amendment power. After execution, the coordination group may propose other amendments to the SAAF, subject to the limitation in Section G.2.c of this SAAF. Such amendments will take effect only if approved in writing by the Attorney General and at least two-thirds of the Local Governments who are Parties to this SAAF. In the vote, each Local Government Party will have a number of votes measured by the allocation proportions set forth in MOA Exhibit G.
3. Acknowledgement. The Parties acknowledge this SAAF is an effective and fair way to address the needs arising from the public health crisis due to the misconduct committed by the Pharmaceutical Supply Chain Participants.

4. When SAAF is no longer in effect. This SAAF is effective until one year after the last date on which any (a) Opioid Settlement Funds are being spent by Local Governments pursuant to the National Settlement Agreement and any Bankruptcy Resolution or (b) Additional Funds are being spent by Local Governments pursuant to the Additional Settlements.
5. Application of SAAF to settlements. This SAAF applies to the Additional Settlements.
6. Applicable law and venue. Unless required otherwise by the Additional Settlements, this MOA shall be interpreted using North Carolina law and any action related to the provisions of this SAAF must be adjudicated by the Superior Court of Wake County. If any provision of this SAAF is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.
7. Scope of this SAAF. The Parties acknowledge this SAAF does not excuse any requirements placed upon them by the terms of the Additional Settlements, except to the extent those terms allow for a State-Subdivision Agreement to do so.
8. No third party beneficiaries. No person or entity is intended to be a third party beneficiary of this SAAF.
9. No effect on authority of parties. Nothing in this SAAF shall be construed to affect or constrain the authority of the Parties under law.
10. Signing and execution of this SAAF. This SAAF may be signed and executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. A signature transmitted by facsimile, electronic image, or DocuSign shall be deemed an original signature for purposes of executing this SAAF. Each person signing this SAAF represents he or she is fully authorized to enter into the terms and conditions of, and to execute, this SAAF, and all necessary approvals and conditions precedent to execution have been satisfied.

#### **IV. LOCAL COUNSEL FEE FUND**

Local Counsel have reviewed the Additional Settlements, find them to be equitable, and recommend their clients execute these Additional Settlements and this SAAF. If (1) all Local Counsel sign this SAAF whereby they consent to the terms of this SAAF and agree to be legally bound by this SAAF, including but not limited to Section IV of this SAAF, and (2) all Required Local Governments agree on or before April 18, 2023 to dismiss all litigation against the Additional Settling Defendants as required by the Additional Settlements, then each Local Counsel shall be entitled to receive a portion of the Local Counsel Fee Fund for the Additional Settlements, in such proportions as set forth below. If one or more Required Local Governments does not dismiss litigation as required by the Additional Settlements, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

Local Counsel release all North Carolina counties and municipalities from any claim regarding the obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants. Local Counsel retain their rights to recover legal fees from any national legal fee fund established by a national settlement and to collect any fees due from National Counsel. If one or more National Counsel fails to release its North Carolina client counties and/or municipalities from any contractual obligation to pay legal fees or costs relating to their representation of North Carolina counties and municipalities regarding opioid claims and litigation against the Settling Defendants and Additional Settling Defendants, as required for National Counsel and Local Counsel to receive a portion of the national fee funds created by the National Settlement Agreements and Additional Settlement, then the 0.38% share of Additional Funds set forth in Section III.B.2 of this SAAF for the Local Counsel Fee Fund shall be included in the Local Additional Abatement Funds, such that 85% of the Additional Funds will be allocated to Local Additional Abatement Funds, and 0% will be allocated to the Local Counsel Fee Fund.

As soon as practicable, but in any event no later than May 1, 2023, Local Counsel shall report to the settlement administrator the proportion of the Local Counsel Fee Fund to be received by each Local Counsel. No funds shall be paid out of the Local Counsel Fee Fund until such report is received. Each Local Counsel's release of claims against all North Carolina counties and municipalities as provided above shall remain in full force and effect regardless of the proportion of the Local Counsel Fee Fund that any Local Counsel receives.



**IN WITNESS WHEREOF**, the parties, through their duly authorized officers, have executed this Supplemental Agreement for Additional Funds under seal as of the date hereof.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

County/City/Town of \_\_\_\_\_

Date: \_\_\_\_\_

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



Aaron Church, County Manager  
Sarah Pack, Clerk to the Board  
John W. Dees, II, County Attorney

## **Rowan County Board of Commissioners**

130 West Innes Street • Salisbury, NC 28144  
Telephone 704-216-8181 • Fax 704-216-8195

### **RESOLUTION BY THE COUNTY OF ROWAN AUTHORIZING EXECUTION OF OPIOID SETTLEMENTS AND APPROVING THE SUPPLEMENTAL AGREEMENT FOR ADDITIONAL FUNDS BETWEEN THE STATE OF NORTH CAROLINA AND LOCAL GOVERNMENTS ON PROCEEDS RELATING TO THE SETTLEMENT OF OPIOID LITIGATION**

**WHEREAS**, the opioid overdose epidemic had taken the lives of more than 32,000 North Carolinians (2000-2021);

**WHEREAS**, the COVID-19 pandemic has compounded the opioid overdose crisis, increasing levels of drug misuse, addiction, and overdose death; and

**WHEREAS**, the Centers for Disease Control and Prevention estimates the total economic burden of prescription opioid misuse alone in the United States is \$78.5 billion a year, including the costs of healthcare, lost productivity, addiction treatment, and criminal justice involvement; and

**WHEREAS**, Rowan County like other governmental agencies providing local health care, mental health care, social services for families and children, law enforcement and detention facility management, has been substantially impacted both socially and financially by the rise in opioid abuse and its effect on children and families; and

**WHEREAS**, certain counties and municipalities in North Carolina joined with thousands of local governments across the country to file lawsuits against opioid manufacturers, pharmaceutical distribution companies, and chain drug stores to hold those companies accountable for their misconduct; and

**WHEREAS**, settlements have been reached in litigation against Walmart, Inc., Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Allergan Limited, CVS Health Corporation, CVS Pharmacy, Inc., and Walgreen Co., as well as their subsidiaries, affiliates, officers, and directors named in the these Settlements; and

**WHEREAS**, representatives of local North Carolina governments, the North Carolina Association of County Commissioners, and the North Carolina Department of Justice have negotiated and prepared a Supplemental Agreement for Additional Funds (SAAF) to provide for the equitable distribution of the proceeds of these settlements; and

**WHEREAS**, by joining the settlements and approving the SAAF, the state and local governments maximize North Carolina's share of opioid settlement funds to ensure the needed resources reach communities, as quickly, effectively, and directly as possible; and

**WHEREAS**, it is advantageous to all North Carolinians for local governments, including Rowan County and its residents, to sign onto the settlements and SAAF and demonstrate solidarity in response to the opioid overdose crisis, and to maximize the share of opioid settlement funds received both in the state and this county to help abate the harm; and

**WHEREAS**, the SAAF directs substantial resources over multiple years to local governments on the front lines of the opioid overdose epidemic while ensuring that these resources are used in an effective way to address the crisis;

**NOW, THEREFORE BE IT RESOLVED**, that the Board of Commissioners of Rowan County hereby authorizes the County Manager, Finance Director or County Attorney to execute all documents necessary to enter into opioid settlement agreements with Walmart, Walgreens, CVS, Allergan, and Teva, to execute the SAAF, and to provide such documents to Rubris, the Implementation Administrator.

Adopted this the 6th day of March, 2023.

---

Gregory C. Edds, Chair  
Rowan County Board of Commissioners

ATTEST:

---

Sarah M. Pack, Clerk to the Board

**SEAL**

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board  
**DATE:** 3/6/23  
**SUBJECT:** Agenda Addition - Extra Duty Pay for Detention Center

---

The relevant motion included a date amendment to a starting date of February 19.

**ATTACHMENTS:**

**Description**

Memo

**Upload Date**

3/7/2023

**Type**

Cover Memo



## Rowan County Finance Department

130 West Innes Street, Salisbury, NC 28144  
Phone (704) 216-8174 FAX (704) 216-8166

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

From: Anna Bumgarner, Finance Director

Re: Extra Duty Pay for Detention Center for Rowan County Sheriff's Office

Date: March 6, 2023

---

On February 6, 2023, the Board of Commissioners approved extra duty pay for sheriff deputies and detention officers who work in the Detention Center (Jail) outside of their normal work schedule. The understanding of this approval was that it was for sheriff deputies, detention officers or employees who are non-exempt. The Sheriff is requesting that this pay be extended to deputies or officers ranked Lieutenant who are exempt.

The updated language would read:

- Pay Deputies and Detention Officers, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work hours irrespective of time taken off during their normal work schedule.

Recommendation: Authorize the approval of extra duty pay for sheriff deputies and detention officers, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked at the Jail outside normal work hours irrespective of time taken off during their normal work schedule effective from March 19, 2023 ending July 8, 2023.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board  
**DATE:** 3/6/23  
**SUBJECT:** Agenda Addition - Extra Duty Pay for Patrol

---

The relevant motion included a change to the date, beginning on February 19.

**ATTACHMENTS:**

**Description**

Memo

**Upload Date**

3/7/2023

**Type**

Cover Memo

## Rowan County Finance Department

130 West Innes Street, Salisbury, NC 28144  
Phone (704) 216-8174 FAX (704) 216-8166

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

From: Anna Bumgarner, Finance Director

Re: Extra Duty Pay for Patrol for Rowan County Sheriff's Office

Date: March 6, 2023

---

On February 6, 2023, the Board of Commissioners approved extra duty pay for sheriff deputies and detention officers who work at the Detention Center (Jail) outside of their normal work schedule. The Sheriff is requesting that Extra Duty Pay for patrol similar to that approved for the Jail. The pay would be extended to deputies ranked Lieutenant and below.

The request is as follows:

- Pay deputies, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked on patrol outside normal work hours irrespective of time taken off during their normal work schedule.

Recommendation: Authorize the approval of extra duty pay for sheriff deputies, ranked Lieutenant and below, at a rate of time and one-half of their regular hourly rate for each hour worked on patrol outside normal work hours irrespective of time taken off during their normal work schedule effective from March 19, 2023, ending July 8, 2023.

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board  
**DATE:** 3/6/23  
**SUBJECT:** Board Appointments

---

Please consider the attached Board appointments.

**ATTACHMENTS:**

**Description**  
Appointments

**Upload Date**  
2/28/2023

**Type**  
Cover Memo



**MONTHLY BOARD APPOINTMENTS**  
**March 6, 2023**  
**COMMISSIONERS MEETING**

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**CLEVELAND COMMUNITY VFD COMMISSIONERS**

David DeGrave applied for a County Seat that became available on January 1, 2023. If appointed, his term would end on December 31, 2024.

**HISTORIC LANDMARK COMMISSION**

Kerry Mills has applied for an At Large seat that became available on February 1, 2023. If appointed, her term would end on January 31, 2026.

**LIBRARY BOARD**

Ryan Stowe applied for an At Large seat that became available on January 1, 2023. If appointed, his term would end on December 31, 2025.

**MILLER FERRY VFD TRUSTEES**

Todd Kidd applied for a County Seat that became available on January 1, 2023. If appointed, his term will end December 31, 2024.

**TOWN OF ROCKWELL PLANNING & ZONING - ETJ**

Samantha Allen applied for one of two seats that became available on March 1, 2023. If appointed, her term will end February 28, 2024.

*(Note: There are approximately 47 vacancies on various boards.)*

## **Applications for boards without vacancies**

### **ABC BOARD**

*Crystal Ryerson, Dennis Rogers, and Timothy Witkowski submitted applications; however, there are no current vacancies. The next vacancy will be July 1, 2023.*

### **AGRICULTURAL ADVISORY BOARD**

*Michael Shepherd submitted an application; however, there are no current vacancies. The next vacancy will be June 1, 2023.*

### **BOSTIAN HEIGHTS VFD COMMISSIONERS**

*Jody Burleyson submitted an application; however, there are no current vacancies. The next vacancy will be February 1, 2025.*

### **AIRPORT ADVISORY BOARD**

*John Denny, Garry Perry, and Jeffrey Matthews submitted applications; however, there are no current vacancies. The next vacancy will be July 1, 2023.*

### **HEALTH BOARD**

*Mary Ponds submitted an application; however, there are no current vacancies. The next vacancy will be January 1, 2024.*

### **ROWAN ECONOMIC DEVELOPMENT COUNCIL**

*Jerome Davis, Haylee Shuping, and Jody Taylor submitted applications; however, there are no current vacancies. The next vacancy will be January 1, 2024.*

### **ROWAN-CABARRUS COMMUNITY COLLEGE BOARD OF TRUSTEES**

*Council Weddington submitted an application; however, there are no current vacancies. The next vacancy will be July 1, 2023.*

### **SALISBURY-ROWAN COMMUNITY ACTION AGENCY**

*Council Weddington submitted an application; however, there are no current vacancies. The next vacancy will be July 1, 2024.*

### **TOURISM DEVELOPMENT AUTHORITY**

*Dan Goodnight submitted an application; however, there are no current vacancies. The next vacancy will be September 1, 2023.*

**ROWAN COUNTY**  
**A COUNTY COMMITTED TO EXCELLENCE**



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

**MEMO TO COMMISSIONERS:**

**FROM:** Sarah Pack, Clerk to the Board  
**DATE:** 3/6/2023  
**SUBJECT:** Closed Session

---

The Board is asked to convene in Closed Session pursuant to NCGS 143-318.11(a)(1) to consider approval of the minutes of the Closed Session held on February 20, 2023, as described by NCGS 143-318.10(e) providing that minutes or an account of a closed session may be withheld from public inspection so long as public inspection would frustrate the purpose of a closed session, and pursuant to NCGS 143-318.11(a)(5)(i) to establish or instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.